STATE OF OHIO
THE STATE MEDICAL BOARD
VOLUNTARY RETIREMENT FROM THE
PRACTICE OF MEDICINE AND SURGERY

I, LINNEA JONES, M.D., am aware of my rights to representation by counsel, the right of being formally charged and having a formal adjudicative hearing, and do hereby freely execute this document and choose to take the actions described herein.

I, LINNEA JONES, M.D., do hereby voluntarily, knowingly, and intelligently retire from the practice of medicine and surgery, effective immediately.

I, LINNEA JONES, M.D., do hereby voluntarily, knowingly and intelligently surrender my renewal card in connection with my certificate to practice medicine and surgery, No. 35-024480, to the State Medical Board of Ohio.

I understand that as a result of the surrender herein that I am no longer permitted to practice medicine and surgery in any form or manner in the State of Ohio.

I agree that I shall be ineligible for, and shall not apply for, reinstatement of certificate to practice medicine and surgery No. 35-024480 or issuance of any other certificate pursuant to Chapters 4730. or 4731., Ohio Revised Code, on or after the date of signing this Voluntary Retirement from the Practice of Medicine and Surgery. Any such attempted reapplication shall be considered null and void and shall not be processed by the Board.

I, LINNEA JONES, M.D., hereby release the State Medical Board of Ohio, its members, employees, agents and officers, jointly and severally, from any and all liability arising from the within matter.

This document shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code.

Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

I stipulate and agree that I am taking the action described herein in lieu of formal disciplinary proceedings pursuant to Sections 4731.22(B)(19) and (B)(26), Ohio Revised Code, as I have suffered a relapse of my alcoholism, and have been assessed as unable to practice medicine by reason of mental or physical illness and habitual or excessive use of alcohol.

STATE MEDICAL BOARD

Signed this 1-14-99 day of January, 1999.

LINNEA JONES, M.D.

Witness

Witness

Sworn to and subscribed before me this day of 14th, January 1999.

HOLLEY R. FORSCH-BOSSELL
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 5-18-99

SEAL

Notary Public

(This form must be either witnessed OR notarized)

Accepted by the State Medical Board of Ohio:

Anand G. Garg, M.D.
Secretary

01/22/99
Date

Raymond J. Albert
Supervising Member

1/27/99
Date

CONSENT AGREEMENT
BETWEEN
LINNEA JONES, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

This CONSENT AGREEMENT is entered into by and between LINNEA JONES, M.D., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

LINNEA JONES, M.D., enters into this Agreement being fully informed of her rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

A. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(26), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."

B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as detailed in paragraphs D, E, and F, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.

C. LINNEA JONES, M.D., is licensed to practice medicine and surgery in the State of Ohio.

D. LINNEA JONES, M.D., ADMITS that she has suffered from alcohol dependence. DOCTOR JONES further ADMITS that she received treatment at Perspectives Health Program in Hampton, Virginia, (currently known as the William J. Farley Institute for Recovery) in or about 1992, and that thereafter, on January 23, 1993, she became a participant in the Ohio Physicians Effectiveness Program.

E. DOCTOR JONES further ADMITS that she relapsed on alcohol in May and August of 1994 on personally significant days involving events related to her deceased daughter. DOCTOR JONES further ADMITS that she self-reported such relapses to the Ohio Physicians Effectiveness Program

in August of 1994, and that she received treatment in the Recovering Professionals Treatment Program at Rosary Hall at St. Vincent Charity Hospital in Cleveland, Ohio, an approved treatment facility, in August of 1994.

F. DOCTOR JONES further ADMITS that she has completed aftercare at Rosary Hall; that she is currently involved in aftercare at Earthrise Recovery Services, Inc.; and that she participates in "Compassionate Friends," a bereavement group. DOCTOR JONES further ADMITS that she is also currently involved in an aftercare agreement with the Ohio Physicians Effectiveness Program. DOCTOR JONES states that she has been in full compliance with all aftercare.

G. DOCTOR JONES STATES, and THE STATE MEDICAL BOARD ACKNOWLEDGES, that two physicians affiliated with BOARD approved treatment facilities have assessed DOCTOR JONES' ability to practice and have found her capable of practicing according to acceptable and prevailing standards of care.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, LINNEA JONES, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

1. DOCTOR JONES shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;

2. DOCTOR JONES shall submit quarterly declarations under penalty of BOARD disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT;

3. DOCTOR JONES shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD;

4. In the event that DOCTOR JONES should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR JONES must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed;

5. In the event DOCTOR JONES is found by the Secretary of the Board to have failed to comply with any provision of this agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under the CONSENT AGREEMENT;

6. DOCTOR JONES shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of DOCTOR JONES' history of chemical dependency;

7. DOCTOR JONES shall abstain completely from the use of alcohol;

8. DOCTOR JONES shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR JONES shall ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board;

   Within thirty (30) days of the effective date of this Agreement, DOCTOR JONES shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR JONES shall submit the required urine specimens. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

   DOCTOR JONES shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, verifying whether all urine screens have been conducted in compliance with this CONSENT AGREEMENT, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his responsibilities.

   In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR JONES must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR JONES shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;

9. The BOARD retains the right to require, and DOCTOR JONES agrees to submit, blood or urine specimens for analysis upon request and without prior notice;

10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR JONES shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR JONES' patient charts and shall submit a written report of such review to the BOARD on a quarterly basis. Such chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the BOARD. It shall be DOCTOR JONES' responsibility to ensure that the monitoring physician 's quarterly reports are submitted to the BOARD on a timely basis;

    Further, the monitoring physician shall otherwise monitor DOCTOR JONES and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR JONES shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR JONES must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR JONES shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;

11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR JONES shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, approved in advance by the BOARD specifically for DOCTOR JONES, no less than three (3) times per week. Substitution of any specific program must receive prior BOARD approval. At her appearances before the BOARD or its designated representative, DOCTOR JONES shall submit acceptable documentary evidence of continuing compliance with this program;

12. DOCTOR JONES shall continue to participate in an aftercare meeting at Earthrise Recovery Services, Inc., no less than one (1) time per week. In the event that DOCTOR JONES' designated aftercare meeting is not held in a given week, DOCTOR JONES shall participate in an additional meeting of the alcohol and drug rehabilitation program approved by the BOARD specifically for her, and as referenced in paragraph 11. At her

appearances before the BOARD or its designated representative, DOCTOR JONES shall submit acceptable documentary evidence of continuing compliance with this provision;

13. DOCTOR JONES shall maintain continued compliance with the terms of the aftercare contract entered into with her treatment provider, provided, that where terms of the aftercare contract conflict with terms of this Agreement, the terms of this Agreement shall control;

14. DOCTOR JONES shall provide continuing authorization, through appropriate written consent forms, for disclosure by her treatment provider to the BOARD, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations; and

15. Within thirty (30) days of the effective date of this Agreement, DOCTOR JONES shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which she is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where she has privileges or appointments. Further, DOCTOR JONES shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which she contracts to provide physician services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments.

This Agreement shall remain in force for a minimum of three (3) years prior to any request for termination of said Agreement. Otherwise, the above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

If, in the discretion of the Secretary and Supervising Member of THE STATE MEDICAL BOARD OF OHIO, DOCTOR JONES appears to have violated or breached any terms or conditions of this Agreement, THE STATE MEDICAL BOARD OF OHIO reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Agreement.

DOCTOR JONES acknowledges that she has had an opportunity to ask questions concerning the terms of this Agreement and that all questions asked have been answered in a satisfactory manner.

Any action initiated by the BOARD based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

DOCTOR JONES hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

LINNEA JONES, M.D.

7/5/95
DATE

THOMAS E. GRETTER, M.D.
Secretary

7/13/95
DATE

RAYMOND J. ALBERT
Supervising Member

7/13/95
DATE

ANNE C. BERRY STRAIT, ESQ.
Assistant Attorney General

7/13/95
DATE