

**SEPTEMBER 2003 SUPERSEDING STEP I STATE MEDICAL BOARD  
CONSENT AGREEMENT OF OHIO**  
**BETWEEN**  
**MARK EDWARD GOLDSMITH, M.D.,** 2003 SEP 10 A 10:57  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Mark Edward Goldsmith, M.D. [Dr. Goldsmith], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Goldsmith enters into this Consent Agreement being fully informed of his 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.

**BASIS FOR ACTION**

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), 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 violations of Section 4731.22(B)(6), Ohio Revised Code, “[a] departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established;” Section 4731.22(B)(13), Ohio Revised Code, “[a] plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction for, a misdemeanor involving moral turpitude;” Section 4731.22(B)(18), Ohio Revised Code, “[v]iolation of any provision of a code of ethics of the American medical association;” Section 4731.22(B)(19), Ohio Revised Code, “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills;” and/or Section 4731.22(B)(26), Ohio Revised Code, “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 Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(13), (19), and (26) as set forth in paragraphs E through I of the Step I Consent Agreement Between Mark Edward Goldsmith, M.D., and The State Medical Board of Ohio, effective December 9, 1998, [December 1998 Step I Consent Agreement], a copy of which is attached hereto and incorporated herein, and paragraph D of the Step II Consent Agreement Between

Mark Edward Goldsmith, M.D., and The State Medical Board of Ohio, effective April 14, 1999, [April 1999 Step II Consent Agreement], a copy of which is attached hereto and incorporated herein; and the violations of Sections 4731.22(B)(6) and (18), Ohio Revised Code, as set forth in paragraph E below. The Board 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 Consent Agreement.

- C. Dr. Goldsmith admits that his license to practice medicine and surgery in the State of Ohio, License # 35-038474, was suspended by the aforementioned December 1998 Step I Consent Agreement and subsequently reinstated by the aforementioned April 1999 Step II Consent Agreement. Dr. Goldsmith further admits that his license is subject to certain probationary terms, conditions, and limitations pursuant to the April 1999 Step II Consent Agreement, and that such agreement remains in effect to date.
- D. Dr. Goldsmith states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Goldsmith admits that he is presently being monitored by the Board pursuant to the aforementioned April 1999 Step II Consent Agreement which requires, *inter alia*, that Dr. Goldsmith maintain ongoing psychiatric treatment related to diagnoses that include bipolar affective disorder and adult attention deficit hyperactivity disorder, and that he submit to random drug testing related to his history of alcoholism and polysubstance abuse. Dr. Goldsmith states, and the Board acknowledges receipt of information to support, that Dr. Goldsmith is in compliance with the monitoring requirements set forth in the April 1999 Step II Consent Agreement, including taking his psychiatric medications as prescribed.

Dr. Goldsmith admits that during or about January 2000 through during or about October 2002, he engaged in behavior involving patients under his psychiatric care that constituted inappropriate boundary crossings, created ethical conflicts of interest, and may have compromised the quality of care provided within the physician-patient relationship. Dr. Goldsmith further admits that such behavior included, but was not limited to, having a teenage male patient spend the night at Dr. Goldsmith's home (where Dr. Goldsmith's practice is also located) on three occasions, hiring a patient to perform clerical tasks in his psychiatric practice and domestic chores in his household, paying a patient to perform manual labor at his residence, allowing patients to accompany him on personal errands, asking a patient to sign his attendance log at AA meetings, loaning money to a patient, accepting gifts from a patient, and sharing personal information with patients. Dr. Goldsmith further admits that none of the aforementioned patients remain under his psychiatric care at this time.

### AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the probationary terms, conditions and limitations upon Dr. Goldsmith's certificate to practice medicine and surgery in the State of Ohio stemming from the April 1999 Step II Consent Agreement are hereby terminated.

Mark Edward Goldsmith, M.D., is hereby REPRIMANDED based upon the admitted ethical violations set forth in paragraph E herein.

Further, Dr. Goldsmith knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Goldsmith shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Goldsmith shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the date his quarterly declaration would have been due pursuant to his April 1999 Step II Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Goldsmith shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his April 1999 Step II Consent Agreement with the Board. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. In the event that Dr. Goldsmith should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Goldsmith 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 this 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 Dr. Goldsmith is found by the Secretary of the Board to have failed to comply with any provision of this Consent 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 this Consent Agreement.

## **MONITORING OF REHABILITATION AND TREATMENT**

### **Drug Associated Restrictions**

6. Dr. Goldsmith shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, thirty days prior to Dr. Goldsmith's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Goldsmith shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Goldsmith shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Goldsmith to administer or personally furnish controlled substances, Dr. Goldsmith shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board thirty days prior to Dr. Goldsmith's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Goldsmith shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

### **Sobriety and Self-Treatment**

8. Dr. Goldsmith shall refrain from self-treating and shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Goldsmith's history of chemical dependency and psychiatric diagnoses.
9. Dr. Goldsmith shall abstain completely from the use of alcohol.

### **Drug and Alcohol Screens/Supervising Physician**

10. Dr. Goldsmith shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Goldsmith 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 days of the effective date of this Consent Agreement, Dr. Goldsmith shall notify the Board in writing of his request that the supervising physician previously approved by the Board pursuant to the April 1999 Step II Consent

Agreement be allowed to continue as his supervising physician under this agreement, or alternatively, Dr. Goldsmith shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Goldsmith shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Goldsmith. Dr. Goldsmith and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Goldsmith shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, 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 or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Goldsmith must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Goldsmith shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

All screening reports and supervising physician reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Goldsmith's quarterly declaration. It is Dr. Goldsmith's responsibility to ensure that reports are timely submitted.

11. The Board retains the right to require, and Dr. Goldsmith agrees to submit, blood or urine specimens for analysis at Dr. Goldsmith's expense upon the Board's request and without prior notice. Dr. Goldsmith's refusal to submit a blood or urine specimen upon request of the Board shall result in a minimum of one year of actual license suspension.

### **Psychiatric Treatment**

12. Within thirty days of the effective date of this Consent Agreement, Dr. Goldsmith shall notify the Board in writing of his request that the treating psychiatrist previously approved by the Board pursuant to the April 1999 Step II Consent Agreement be allowed to continue as his treating psychiatrist under this agreement, or alternatively, within thirty days of the effective date of this Consent Agreement, Dr. Goldsmith

shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the Board, Dr. Goldsmith shall undergo and continue psychiatric treatment every four weeks or as otherwise directed by the Board. Dr. Goldsmith shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Goldsmith shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Goldsmith's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Goldsmith's compliance with his treatment plan; Dr. Goldsmith's mental status; Dr. Goldsmith's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Goldsmith shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Goldsmith is unable to practice due to his psychiatric disorder. It is Dr. Goldsmith's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Goldsmith's quarterly declaration.

### **Monitoring Physician**

13. Within thirty days of the effective date of this Consent Agreement, Dr. Goldsmith shall notify the Board in writing of his request that the monitoring physician previously approved by the Board pursuant to the April 1999 Step II Consent Agreement be allowed to continue as his monitoring physician under this agreement, or alternatively, within thirty days of the effective date of this Consent Agreement, Dr. Goldsmith shall submit the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Goldsmith and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Goldsmith and his medical practice, and shall review Dr. Goldsmith's patient charts. The chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the Board.

Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Goldsmith and his medical practice, and on the review of Dr. Goldsmith's patient charts. Dr. Goldsmith shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Goldsmith's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to

serve in this capacity, Dr. Goldsmith must immediately so notify the Board in writing. In addition, Dr. Goldsmith shall make arrangements acceptable to the Board for another monitoring physician within thirty days after the previously designated monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Goldsmith shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

### **Physician-Patient Boundaries**

14. Dr. Goldsmith shall not enter into any relationship, other than a therapeutic physician-patient relationship, with any individual who is currently or was previously a patient under his psychiatric care, unless Dr. Goldsmith has appropriately terminated the physician-patient relationship and the subsequent relationship between Dr. Goldsmith and the former patient fully adheres to all ethical standards established by the American Psychiatric Association and the AMA. Further, Dr. Goldsmith shall at all times adhere to the following:
  - a. Dr. Goldsmith shall not spend the night with any patient or former patient at any location regardless of the patient's age, gender, and/or the presence of other individuals.
  - b. Dr. Goldsmith shall not disclose to a patient in the course of psychiatric treatment personal information related to Dr. Goldsmith's own polysubstance abuse, sexual orientation, and/or bipolar disease or other mental health issues.
  - c. Dr. Goldsmith shall not enter into any financial dealings with patients or former patients, including but not limited to, loaning money to a patient or former patient, borrowing money from a patient or former patient, entering into any business venture with a patient or former patient, participating in any investment arrangement with a patient or former patient, retaining a patient or former patient as a consultant for any purpose, or engaging a patient or former patient for the performance of clerical tasks, manual labor, and/or domestic chores.
  - d. Dr. Goldsmith shall not request that a patient or former patient sign Dr. Goldsmith's AA meeting attendance log.
  - e. Dr. Goldsmith shall not allow a patient to travel with him when Dr. Goldsmith is conducting personal errands or when Dr. Goldsmith is engaging in any activities related to his compliance with this agreement such as trips incidental to providing specimens required for drug testing.

- f. Dr. Goldsmith shall not accept any gifts from a patient unless such gift is of de minimis value and the acceptance of it will not negatively impact the therapeutic effectiveness of the physician-patient relationship.

#### **Annual Continuing Medical Education Course(s) in Personal and Professional Ethics**

15. Before the end of the first year of probation, or as otherwise approved by the Board, Dr. Goldsmith shall provide documentation acceptable to the Board verifying his successful completion of a professional ethics course dealing specifically with the ethical issues Dr. Goldsmith violated in this matter. The exact number of hours and the specific content of the course(s) shall be subject to the prior approval of the Board or its designee but in no event shall be less than thirty hours. Any course(s) taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for licensure renewal for the Continuing Medical Education acquisition period(s) in which they are completed.

Before the end of each subsequent year of probation, Dr. Goldsmith shall provide documentation acceptable to the Board verifying his successful completion during the prior twelve-month period of at least five hours of Continuing Medical Education credit in personal and/or professional ethics. Any course(s) taken in compliance with this provision shall be approved in advance by the Board or its designee and shall be in addition to the Continuing Medical Education requirements for licensure renewal for the Continuing Medical Education acquisition period(s) in which they are completed.

#### **Rehabilitation Program**

16. Within thirty days of the effective date of this Consent Agreement, Dr. Goldsmith shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Goldsmith shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Goldsmith's quarterly declarations.

#### **Advocacy Contract**

17. Dr. Goldsmith shall maintain continued compliance with his Advocacy Contract with the Ohio Physicians Effectiveness Program, or another physician health program approved in advance by the Board, provided that, where terms of the aftercare contract and/or advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

### **Releases**

18. Dr. Goldsmith shall provide continuing authorization, through appropriate written consent forms, for disclosure by his 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.

### **Required Reporting by Licensee**

19. Within thirty days of the effective date of this Consent Agreement, Dr. Goldsmith shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Goldsmith shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.
20. Within thirty days of the effective date of this Consent Agreement, Dr. Goldsmith shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license. Dr. Goldsmith further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Goldsmith shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Goldsmith appears to have violated or breached any term or condition of this Consent Agreement, the Board 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 Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Goldsmith has violated any term, condition or limitation of this Consent Agreement, Dr. Goldsmith agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

### DURATION/MODIFICATION OF TERMS

Dr. Goldsmith shall not request termination of this Consent Agreement for a minimum of ten years. In addition, Dr. Goldsmith shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

### ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Goldsmith acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent 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.

Dr. Goldsmith hereby releases the Board, 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, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Goldsmith agrees to provide his social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

### EFFECTIVE DATE

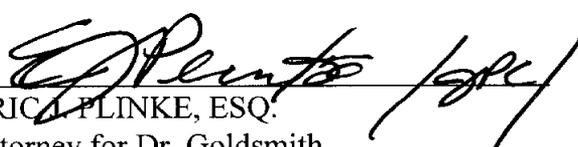
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

  
MARK EDWARD GOLDSMITH, M.D.

  
LANCE A. TALMAGE, M.D.  
Secretary

9/10/03  
DATE

9-10-03  
DATE

  
\_\_\_\_\_  
ERIC L. PLINKE, ESQ.  
Attorney for Dr. Goldsmith

9/10/03  
DATE

  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

9/10/03  
DATE

  
\_\_\_\_\_  
REBECCA J. MARSHALL, ESQ.  
Enforcement Coordinator

09/10/03  
DATE

**STATE MEDICAL BOARD**  
BEFORE THE STATE MEDICAL BOARD OF OHIO

1 9 A 10: 56

IN THE MATTER

\*

\*

MARK E. GOLDSMITH, M.D.

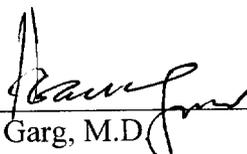
\*

ORDER DISMISSING NOTICE OF OPPORTUNITY FOR HEARING

On June 13, 2001, the State Medical Board of Ohio issued a notice of its intent to determine whether to limit, revoke, permanently revoke, suspend, refuse to register or reinstate the certificate of Mark E. Goldsmith, M.D., to practice medicine and surgery.

It is hereby ORDERED that such notice be DISMISSED without prejudice to further action.

This Order is hereby entered upon the Journal of the State Medical Board of Ohio for the 28<sup>th</sup> day of December, 2001, and the original thereof shall be kept with said Journal.

  
\_\_\_\_\_  
Anand G. Garg, M.D.  
Secretary

  
\_\_\_\_\_  
Raymond J. Albert  
Supervising Member



# State Medical Board of Ohio

77 S. High Street, 17th Floor • Columbus, Ohio 43266-0315 • 614/ 466-3934 • Website: [www.state.oh.us/med/](http://www.state.oh.us/med/)

June 13, 2001

Mark Edward Goldsmith, M.D.  
262 Chinkapin Way  
Suite 10  
Westerville, OH 43081

Dear Doctor Goldsmith:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio intends to determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery, or to reprimand or place you on probation for one or more of the following reasons:

- (1) In applying for registration of your certificate to practice medicine and surgery for the 1998-2000 period, you certified that you had completed or would complete the requisite hours of Continuing Medical Education (CME) as required by Section 4731.281, Ohio Revised Code, during the last biennial period of acquisition of CME (July 1, 1996 - June 30, 1998).
- (2) By a certified mail letter dated in or about July 1999, the State Medical Board of Ohio informed you that you were required to complete a log listing your CME for the July 1, 1996 - June 30, 1998 period and to provide documentation that you had actually completed at least forty (40) hours of Category I CME credits. You responded to the July 1999 certified mail letter by requesting an extension of fourteen days to file documentation of your CME. Ms. Debra Jones, Chief of Records, sent you a letter dated September 23, 1999, notifying you that your extension request had been approved, but that your CME documentation must be submitted to the Board by October 15, 1999. On October 15, 1999, you again requested an additional two-week extension to file your CME documentation. Ms. Jones sent you a letter dated October 27, 1999, notifying you that your extension request had been approved, but that your CME documentation must be submitted to the Board by November 10, 1999. On November 10, 1999, you faxed your CME documentation to Board. However, based on this material, you had only documented thirty hours of Category I CME. On May 26, 2000, Ms. Jones spoke with you regarding the incompleteness of your documentation. During this conversation, you stated that you would fax the requested information to the Board. On August 15, 2000, a certified mail letter was sent to you

*Mailed 6/14/01*

requesting the necessary CME documentation to complete the audit. You spoke with Ms. Jones on October 16, 2000, at which time you stated that you would provide your CME documentation. You have failed to submit documentation of the remaining 10 hours necessary to complete your Category 1 CME requirement.

- (3) Your failure to fully respond to the notices as detailed in the above paragraph (2) rebuts the presumption under Rule 4731-10-08(A), Ohio Administrative Code, that you did complete the requisite hours of CME, and/or demonstrates that you failed to keep detailed records of CME taken.

Your acts, conduct and/or omissions in certifying to the State Medical Board that you had completed the statutorily required CME, as set forth in the above paragraph (1), when you had not, in fact, done so, constitute "fraud, misrepresentation, or deception in applying for or securing any license or certificate issued by the board," as that clause is used in Section 4731.22(A), Ohio Revised Code, as in effect prior to March 9, 1999.

Further, your acts, conduct and/or omissions in certifying to the State Medical Board that you had completed the statutorily required CME, as set forth in the above paragraph (1), when you had not, in fact, done so, constitute "[p]ublishing a false, fraudulent, deceptive, or misleading statement," as that clause is used in Section 4731.22(B)(5), Ohio Revised Code, as in effect prior to March 9, 1999.

Further, your failure to respond to the audit notices, to obtain the requisite CME, and/or to submit documentation of same, as alleged in the above paragraphs (2) and (3) constitutes "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board," as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to wit: Section 4731.281, Ohio Revised Code, as in effect prior to March 9, 1999, and Rules 4731-10-03 and 4731-10-08, Ohio Administrative Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty (30) days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty (30) days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery or to reprimand or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, effective March 9, 1999, provides that "[w]hen the board refuses to grant a certificate to an applicant, revokes an individual's certificate to practice, refuses to register an applicant, or refuses to reinstate an individual's certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate."

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Anand G. Garg, M.D.  
Secretary

Enclosures

CERTIFIED MAIL #7000 0600 0024 5140 5840  
RETURN RECEIPT REQUESTED

**STEP II**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**MARK EDWARD GOLDSMITH, M.D.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

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

MARK EDWARD GOLDSMITH, M.D., enters into this CONSENT AGREEMENT being fully informed of his 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.

**BASIS FOR ACTION**

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 Sections 4731.22(B)(13), (19), and (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 "a plea of guilty to, or a judicial finding of guilt of, a misdemeanor involving moral turpitude," "inability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills," and "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 violations of Sections 4731.22(B)(13), (19), and (26), Ohio Revised Code, as set forth in Paragraphs E, F, G, H, and I of the December 1998 Consent Agreement between MARK EDWARD GOLDSMITH, M.D., and THE STATE MEDICAL BOARD OF OHIO, a copy of which is attached hereto and fully incorporated herein. The BOARD 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. MARK EDWARD GOLDSMITH, M.D., is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, which was suspended pursuant to the terms of the above referenced December 1998 Consent Agreement.
- D. MARK EDWARD GOLDSMITH, M.D., STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that Grant/Riverside Hospital, a Board approved treatment provider in Columbus, Ohio, has certified that DOCTOR GOLDSMITH successfully completed the recommended intensive outpatient treatment program and that DOCTOR GOLDSMITH continues to attend and actively participate in weekly aftercare sessions at that facility.

Further, James M. Wasserman, M.D., Medical Director of the Alcohol and Chemical Dependency Program at Grant/Riverside Hospital, has submitted a written report opining that DOCTOR GOLDSMITH should be permitted to return to practice with continued treatment and supervision.

DOCTOR GOLDSMITH further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that Alan Levy, M.D., DOCTOR GOLDSMITH's Board approved treating psychiatrist, has submitted a written report indicating that DOCTOR GOLDSMITH's current diagnoses are Substance Abuse in remission, Bipolar Disorder in remission, and Attention Deficit Disorder.

Dr. Levy's written report further indicates that, since the effective date of DOCTOR GOLDSMITH's December 1998 Consent Agreement with the Board, Dr. Levy has been required to prescribe Ritalin as treatment for DOCTOR GOLDSMITH's Attention Deficit Disorder because the symptoms of DOCTOR GOLDSMITH's disorder did not show a good response to treatment with Wellbutrin. Dr. Levy further reports that with moderate doses of Ritalin, DOCTOR GOLDSMITH has shown significant improvement in his attention, focus, and ability to concentrate without significant distractibility.

Further, in his report, Dr. Levy opines that DOCTOR GOLDSMITH is capable of practicing in accordance with acceptable and prevailing standards of care with continued follow-up treatment, including psychiatric care on a once per month basis and compliance with the

medications that are prescribed for stability of DOCTOR GOLDSMITH's Bipolar Disorder and Attention Deficit Disorder.

DOCTOR GOLDSMITH further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that Martin Macklin, M.D., Ph.D., has submitted a written report opining that DOCTOR GOLDSMITH is capable of practicing according to acceptable and prevailing standards of care. Further, in his report, Dr. Macklin recommends that the Board continue the treatment and monitoring conditions contained in DOCTOR GOLDSMITH's December 1998 Consent Agreement.

DOCTOR GOLDSMITH further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR GOLDSMITH has complied with the conditions for reinstatement as set forth in his December 1998 Consent Agreement.

#### **AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of MARK EDWARD GOLDSMITH, M.D., to practice medicine and surgery in the State of Ohio shall be reinstated, and MARK EDWARD GOLDSMITH, 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 GOLDSMITH shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio, and all terms of probation imposed by the Court in criminal case number 98CR02010.
2. DOCTOR GOLDSMITH 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. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which the consent agreement becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;
3. DOCTOR GOLDSMITH shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.

If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR GOLDSMITH written notification of scheduled appearances, it is DOCTOR GOLDSMITH's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR GOLDSMITH shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR GOLDSMITH should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR GOLDSMITH 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 GOLDSMITH is found by the Secretary of the BOARD to have failed to comply with any provision of this CONSENT 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;

#### **MONITORING OF REHABILITATION AND TREATMENT**

##### **Sobriety and Self-Treatment**

6. DOCTOR GOLDSMITH shall refrain from self-treating and shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR GOLDSMITH's history of chemical dependency and psychiatric diagnoses;
7. DOCTOR GOLDSMITH shall abstain completely from the use of alcohol;

##### **Drug and Alcohol Screens/Supervising Physician**

8. DOCTOR GOLDSMITH shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the

BOARD. DOCTOR GOLDSMITH 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 CONSENT AGREEMENT, DOCTOR GOLDSMITH shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR GOLDSMITH 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 GOLDSMITH 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 screenings 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 GOLDSMITH must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR GOLDSMITH shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All screening reports and supervising physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR GOLDSMITH's quarterly declaration. It is DOCTOR GOLDSMITH's responsibility to ensure that reports are timely submitted;

9. The BOARD retains the right to require, and DOCTOR GOLDSMITH agrees to submit, blood or urine specimens for analysis at DOCTOR GOLDSMITH's expense upon the BOARD's request and without prior notice. DOCTOR GOLDSMITH's refusal to submit a blood or urine specimen upon request of the BOARD shall result in a minimum of one year of actual license suspension;

**Monitoring Physician**

10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR GOLDSMITH shall submit for the BOARD's

prior approval the name of a monitoring physician, who shall monitor DOCTOR GOLDSMITH and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR GOLDSMITH 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 GOLDSMITH must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR GOLDSMITH shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All monitoring physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR GOLDSMITH's quarterly declaration. It is DOCTOR GOLDSMITH's responsibility to ensure that reports are timely submitted;

#### **Rehabilitation Program**

11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR GOLDSMITH shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than three (3) times per week. Substitution of any other specific program must receive prior BOARD approval;

DOCTOR GOLDSMITH shall submit with each quarterly declaration required under Paragraph 2 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

#### **Psychiatric Treatment**

12. DOCTOR GOLDSMITH shall continue in psychiatric treatment with Alan Levy, M.D., on a monthly basis or as otherwise directed by the BOARD. In the event that Dr. Levy is unable or unwilling to treat him, DOCTOR GOLDSMITH shall immediately notify the Board and submit for the Board's approval the name of a treating psychiatrist. DOCTOR GOLDSMITH shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. DOCTOR GOLDSMITH shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the BOARD on a quarterly basis, or as otherwise directed by the BOARD. The psychiatric reports shall contain information describing DOCTOR GOLDSMITH's current treatment plan and any changes that have been made to the treatment plan since the prior report; DOCTOR GOLDSMITH's compliance with his treatment plan; DOCTOR GOLDSMITH's mental status; DOCTOR

GOLDSMITH's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. DOCTOR GOLDSMITH shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that DOCTOR GOLDSMITH is unable to practice due to his psychiatric disorder. It is DOCTOR GOLDSMITH's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for DOCTOR GOLDSMITH's quarterly declaration;

**Aftercare**

13. DOCTOR GOLDSMITH shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider, provided that, where terms of the aftercare contract conflict with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;

**Releases**

14. DOCTOR GOLDSMITH shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider and treating psychiatrist 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;

**Required Reporting by Licensee**

15. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR GOLDSMITH shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR GOLDSMITH shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services, or applies for or receives training, and the chief of staff at each hospital where he applies for or obtains privileges or appointments; and,
16. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR GOLDSMITH shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, to

the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR GOLDSMITH further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR GOLDSMITH shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

17. Any violation of Paragraph 6 or Paragraph 7 of this Agreement shall constitute grounds to revoke or permanently revoke DOCTOR GOLDSMITH's certificate. DOCTOR GOLDSMITH agrees that the minimum discipline for such a violation shall include actual license suspension. This paragraph does not limit the BOARD's authority to suspend, revoke or permanently revoke DOCTOR GOLDSMITH's certificate based on other violations of this Consent Agreement.
18. DOCTOR GOLDSMITH AGREES that if any declaration or report required by this agreement is not received in the BOARD's offices on or before its due date, DOCTOR GOLDSMITH shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.
19. DOCTOR GOLDSMITH AGREES that if, without prior permission from the BOARD, he fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 8 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation and shall refrain from practicing for thirty (30) days for the first instance of a single missed screen. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.
20. DOCTOR GOLDSMITH AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 11 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation, and shall refrain from practicing for fifteen (15) days following a first missed meeting. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR GOLDSMITH appears to have violated or breached any term or condition of this CONSENT AGREEMENT, the BOARD 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.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR GOLDSMITH has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR GOLDSMITH agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(D), Ohio Revised Code.

#### **DURATION/MODIFICATION OF TERMS**

This CONSENT AGREEMENT shall remain in force for a minimum of five (5) years prior to any request for termination of said CONSENT 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.

#### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

DOCTOR GOLDSMITH acknowledges that he has had an opportunity to ask questions concerning the terms of this CONSENT 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 GOLDSMITH 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. Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

**EFFECTIVE DATE**

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 that it shall become effective upon the last date of signature below.

Mark E. Goldsmith, M.D.  
MARK E. GOLDSMITH, M.D.

4-8-99  
DATE

Eric J. Plinke, ESQ.  
ERIC J. PLINKE, ESQ.  
Attorney for Doctor Goldsmith

4-8-99  
DATE

Anand G. Garg  
ANAND G. GARG, M.D.  
Secretary

4/14/99  
DATE

Raymond J. Albert  
RAYMOND J. ALBERT  
Supervising Member

4/14/99  
DATE

Anne B. Strait  
ANNE B. STRAIT, ESQ.  
Assistant Attorney General

4/14/99  
DATE

**STEP I**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**MARK EDWARD GOLDSMITH, M.D.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

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

MARK EDWARD GOLDSMITH, M.D., enters into this CONSENT AGREEMENT being fully informed of his 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.

**BASIS FOR ACTION**

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 Sections 4731.22(B)(13), (19), and (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 “a plea of guilty to, or a judicial finding of guilt of, a misdemeanor involving moral turpitude,” “inability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills,” and “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 Sections 4731.22(B)(13), (19), and (26), Ohio Revised Code, as set forth in Paragraphs E, F, G, H, and I below, 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. MARK EDWARD GOLDSMITH, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. MARK EDWARD GOLDSMITH, M.D., STATES that he is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. MARK EDWARD GOLDSMITH, M.D., ADMITS that on September 25, 1998, in the Madison County Court of Common Pleas, he pleaded guilty to one misdemeanor count of Falsification, in violation of Section 2921.13(A)(3), Ohio Revised Code.

DOCTOR GOLDSMITH ADMITS that the acts underlying his conviction involved his filing of false insurance claims for reimbursement of equipment that DOCTOR GOLDSMITH claimed was stolen from his aircraft at the Madison County Airport in October 1996.

DOCTOR GOLDSMITH further ADMITS that on or about May 5, 1998, during the course of the proceedings in his criminal matter, he filed a motion requesting treatment in lieu of conviction based upon DOCTOR GOLDSMITH's assertions that he may be in danger of being dependent upon the drugs that he takes for his previously diagnosed psychiatric condition, and that he was under the private care of a physician who was appropriate for diagnosing and treating drug dependency. DOCTOR GOLDSMITH STATES, however, that prior to the hearing on this matter, he withdrew his motion and entered a guilty plea to the misdemeanor count of Falsification.

- F. DOCTOR GOLDSMITH ADMITS that he suffers from polysubstance dependence and alcohol abuse.

DOCTOR GOLDSMITH further ADMITS that his history includes the use of marijuana and alcohol in the past two years, a remote history of cocaine use on two occasions, and the use of Ritalin that had been prescribed for DOCTOR GOLDSMITH by another physician.

DOCTOR GOLDSMITH further ADMITS that on May 27, 1998, he entered inpatient treatment at Bethesda Hospital, a Board approved treatment provider in Cincinnati, Ohio, and that from June 3, to June 25, 1998, he received intensive outpatient treatment at Grant/Riverside Hospital, a Board approved treatment provider, in Columbus, Ohio.

DOCTOR GOLDSMITH further ADMITS that his discharge recommendations from intensive outpatient treatment at Grant/Riverside

Hospital were to maintain abstinence from all mood-altering chemicals; attend three to five AA meetings per week; attend aftercare for a minimum of three months; and comply with his psychiatric treatment plan.

DOCTOR GOLDSMITH further ADMITS that he is currently participating in an extensive outpatient program at Grant/Riverside Hospital on weekly basis.

- G. DOCTOR GOLDSMITH further ADMITS that in or about 1988, he was diagnosed with Depression, not otherwise specified.

DOCTOR GOLDSMITH further ADMITS that following the retirement of his psychiatrist in or about 1993, he began self-treating his psychiatric illness and did not seek treatment from or consult with another psychiatrist for a period of five years.

- H. DOCTOR GOLDSMITH further ADMITS that on May 27, 1998, he was psychiatrically evaluated by Michael Gureasko, M.D., at Bethesda Hospital in Cincinnati, Ohio.

DOCTOR GOLDSMITH further ADMITS that the conclusions of the evaluation were that he suffered from Bipolar Affective Disorder in partial remission, alcohol abuse, and possible adult attention deficit hyperactivity disorder, and that the recommendations were for pharmacological treatment for his Bipolar Disorder; consideration of Ritalin for potential adult attention deficit disorder; treatment with a psychiatrist on a regular basis; involvement in a physician support group; and attendance at AA meetings.

- I. DOCTOR GOLDSMITH further ADMITS that since September 1998, he has been under the psychiatric care of Alan Levy, M.D., at Grant/Riverside Hospital. DOCTOR GOLDSMITH STATES that Dr. Levy has been fully informed of his drug and alcohol history.

DOCTOR GOLDSMITH further ADMITS that his current psychiatric treatment plan includes appointments every three weeks and pharmacological treatment with Prozac, Welbutrin, Lithium, and Depakote.

DOCTOR GOLDSMITH further ADMITS that Dr. Levy is monitoring him for symptoms that may be related to attention deficit disorder but that Dr. Levy has not instituted treatment with Schedule II drugs at this time due to DOCTOR GOLDSMITH's diagnosis of polysubstance dependence and alcohol abuse.

DOCTOR GOLDSMITH STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that Dr. Levy has reported to the Board that DOCTOR GOLDSMITH has been compliant with his treatment plan.

DOCTOR GOLDSMITH further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that Dr. Levy has also reported to the Board that he is of the opinion that DOCTOR GOLDSMITH is not currently impaired in his ability to practice medicine.

### **AGREED CONDITIONS**

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

### **SUSPENSION OF CERTIFICATE**

1. The certificate of DOCTOR GOLDSMITH to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time but not less than ninety days;

#### **Sobriety**

2. DOCTOR GOLDSMITH shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR GOLDSMITH's history of polysubstance dependence and alcohol abuse;
3. DOCTOR GOLDSMITH shall abstain completely from the use of alcohol;

#### **Releases; Quarterly Declarations and Appearances**

4. DOCTOR GOLDSMITH shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for DOCTOR GOLDSMITH's chemical dependency or psychiatric diagnosis, or for purposes of complying with the CONSENT AGREEMENT, whether such treatment or evaluation occurred before or after the effective date of this CONSENT AGREEMENT. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code

and are confidential pursuant to statute. DOCTOR GOLDSMITH further agrees to provide the BOARD written consent permitting any treatment provider or psychiatrist from whom he obtains treatment to notify the BOARD in the event he fails to agree to or comply with any treatment contract, aftercare contract, or psychiatric treatment plan. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this CONSENT AGREEMENT.

5. DOCTOR GOLDSMITH 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. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which the consent agreement becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;
6. DOCTOR GOLDSMITH shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.

If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR GOLDSMITH written notification of scheduled appearances, it is DOCTOR GOLDSMITH's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR GOLDSMITH shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

Drug & Alcohol Screens; Supervising Physician

7. DOCTOR GOLDSMITH shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD.

DOCTOR GOLDSMITH 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 CONSENT AGREEMENT, DOCTOR GOLDSMITH shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR GOLDSMITH 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 GOLDSMITH 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 GOLDSMITH must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR GOLDSMITH shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All screening reports and supervising physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR GOLDSMITH's quarterly declaration. It is DOCTOR GOLDSMITH's responsibility to ensure that reports are timely submitted;

### **Psychiatric Treatment**

8. DOCTOR GOLDSMITH shall undergo and continue psychiatric treatment with Alan Levy, M.D., bi-weekly, or as otherwise directed by the BOARD;

In the event that Dr. Levy is unable or unwilling to treat him, DOCTOR GOLDSMITH must immediately so notify the BOARD in writing, and within thirty days of receiving notice that Dr. Levy is unable or unwilling to

treat him, DOCTOR GOLDSMITH shall submit to the BOARD for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the BOARD, DOCTOR GOLDSMITH shall undergo and continue psychiatric treatment bi-weekly, or as otherwise directed by the BOARD;

DOCTOR GOLDSMITH shall comply with his psychiatric treatment plan including taking medications as ordered and/or prescribed for his psychiatric diagnosis;

DOCTOR GOLDSMITH shall ensure that his treating psychiatrist provides the BOARD with quarterly reports on his status and compliance with his treatment and medication plan. The reports shall contain information describing DOCTOR GOLDSMITH's current treatment plan and any changes that have been made to the treatment plan since the prior report; DOCTOR GOLDSMITH's compliance with his treatment plan; DOCTOR GOLDSMITH's mental status; DOCTOR GOLDSMITH's progress in treatment; and results of any laboratory studies that have been conducted since the prior report;

It is DOCTOR GOLDSMITH's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for DOCTOR GOLDSMITH's quarterly declaration;

#### **Rehabilitation Program**

9. DOCTOR GOLDSMITH shall maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than three (3) times per week. One of the meeting requirements shall be satisfied on a bi-weekly basis by DOCTOR GOLDSMITH's participation in psychiatric treatment. Substitution of any other specific program must receive prior BOARD approval;

DOCTOR GOLDSMITH shall submit with each quarterly declaration required under Paragraph 5 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

#### **CONDITIONS FOR REINSTATEMENT**

10. The BOARD shall not consider reinstatement of DOCTOR GOLDSMITH's certificate to practice medicine and surgery unless and until all of the following conditions are met:

- a. DOCTOR GOLDSMITH shall submit an application for reinstatement, accompanied by appropriate fees, if any;
- b. DOCTOR GOLDSMITH shall demonstrate to the satisfaction of the BOARD that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
  - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that DOCTOR GOLDSMITH has successfully completed any required inpatient treatment;
  - ii. Evidence of continuing full compliance with an aftercare contract, consent agreement, and psychiatric treatment plan;
  - iii. Three written reports indicating that DOCTOR GOLDSMITH's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care;

One report shall be made by an individual or provider approved by the BOARD under Section 4731.25, Ohio Revised Code, for making such assessments. Prior to the assessment, DOCTOR GOLDSMITH shall provide the evaluator with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The report from the evaluator shall include any recommendations for treatment, monitoring, or supervision of DOCTOR GOLDSMITH, and shall describe the basis for the evaluator's determination;

Two reports shall be made by psychiatrists who have conducted psychiatric examinations of DOCTOR GOLDSMITH. One report may be submitted by DOCTOR GOLDSMITH's current treating psychiatrist. Prior to the examination, DOCTOR GOLDSMITH shall provide the psychiatrists with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The report from the evaluating psychiatrists shall include the psychiatrists' diagnoses and

conclusions; any recommendations for care, counseling, and treatment for DOCTOR GOLDSMITH's psychiatric diagnosis; and the basis for the psychiatrists' determinations.

- c. DOCTOR GOLDSMITH shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR GOLDSMITH are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR GOLDSMITH further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

Further, upon reinstatement of DOCTOR GOLDSMITH's certificate to practice medicine and surgery in this state, the BOARD shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code and, upon termination of the consent agreement or Board Order, submission to the BOARD for at least two years of annual progress reports made under penalty of BOARD disciplinary action or criminal prosecution stating whether DOCTOR GOLDSMITH has maintained sobriety.

11. In the event that DOCTOR GOLDSMITH has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the BOARD may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of DOCTOR GOLDSMITH's fitness to resume practice.

**REQUIRED REPORTING BY LICENSEE**

12. Within thirty (30) days of the effective date of this Agreement, DOCTOR GOLDSMITH shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR GOLDSMITH further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR

GOLDSMITH shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

13. Within thirty (30) days of the effective date of this Agreement, DOCTOR GOLDSMITH shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments.

The above described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of THE STATE MEDICAL BOARD OF OHIO, DOCTOR GOLDSMITH appears to have violated or breached any term or condition 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.

### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

DOCTOR GOLDSMITH acknowledges that he 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.

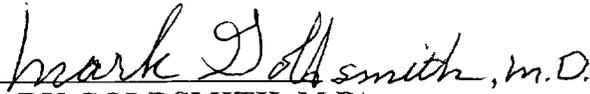
DOCTOR GOLDSMITH hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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

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

**EFFECTIVE DATE**

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.

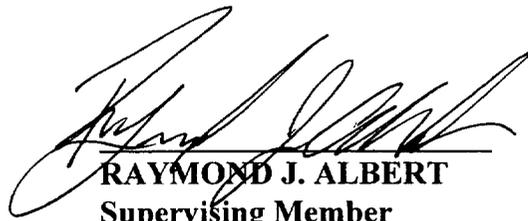
  
\_\_\_\_\_  
MARK GOLDSMITH, M.D.

  
\_\_\_\_\_  
ANAND G. GARG, M.D.  
Secretary

12-07-98  
DATE

12/09/98  
DATE

  
\_\_\_\_\_  
ERIC PLINKE, ESQ.  
Attorney for Dr. Goldsmith

  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

12/7/98  
DATE

12/9/98  
DATE

  
\_\_\_\_\_  
ANNE B. STRAIT, ESQ.  
Assistant Attorney General

12/9/98  
DATE