

**CONSENT AGREEMENT
BETWEEN
KENNETH KLINE, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

KENNETH KLINE, 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.

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 set forth in Paragraphs E, F, and G 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. KENNETH KLINE, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. KENNETH KLINE, M.D., ADMITS that on or about December 20, 1996 by order of the State Medical Board of Ohio under Section 4731.22(B)(19), Ohio Revised Code, he submitted to a psychiatric examination that was conducted by Martin Macklin, M.D., Ph.D.

DOCTOR KLINE STATES and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that Dr. Macklin did not find that DOCTOR

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KLINE was impaired in his ability to practice by reason of mental illness or physical illness under Section 4731.22(B)(19), Ohio Revised Code.

- E. DOCTOR KLINE further ADMITS that Dr. Macklin concluded that the behavior and issues that created the basis for the Board's order to a psychiatric examination were related primarily to drug addiction, for which DOCTOR KLINE had received treatment in 1995. However, Dr. Macklin opined that it is mandatory that DOCTOR KLINE maintain recovery from drug addiction in order to successfully practice medicine.
- F. DOCTOR KLINE further ADMITS that he received treatment for chemical dependency at Shepherd Hill Hospital, a board approved treatment facility in Newark, Ohio, from March 15, 1995, through June 9, 1995.

DOCTOR KLINE STATES and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR KLINE successfully completed treatment at Shepherd Hill Hospital, and in June 1995, entered into a two-year monitoring contract with Shepherd Hill that required weekly attendance at Aftercare for one year, weekly attendance at Caduceus for two years, random urine screens for two years, and attendance at a minimum of three AA meetings per week.

DOCTOR KLINE STATES AND the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that he maintained continued compliance with the terms of his monitoring contract.

- G. DOCTOR KLINE ADMITS that on or about December 4, 1996, he entered into a three-year agreement with the West Virginia Board of Medicine after he reported on his June 1996 renewal card that he had been addicted to or received treatment for the use or misuse of prescription drugs and/or illegal chemical substances. A copy of the West Virginia Board Agreement is attached hereto and fully incorporated herein.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, KENNETH KLINE, 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 KLINE shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;

2. DOCTOR KLINE 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 KLINE 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 KLINE written notification of scheduled appearances, it is DOCTOR KLINE'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 KLINE shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR KLINE should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR KLINE 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 KLINE 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;

6. DOCTOR KLINE shall keep a log of all controlled substances prescribed. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR KLINE 's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;
7. DOCTOR KLINE shall not administer, dispense, order, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law;
8. DOCTOR KLINE 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 KLINE's history of chemical dependency;
9. DOCTOR KLINE shall abstain completely from the use of alcohol;
10. DOCTOR KLINE shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR KLINE 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 KLINE shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR KLINE 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 KLINE 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 KLINE must immediately notify the

BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR KLINE 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;

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 KLINE's quarterly declaration. It is DOCTOR KLINE's responsibility to ensure that reports are timely submitted;

11. The BOARD retains the right to require, and DOCTOR KLINE agrees to submit, blood or urine specimens for analysis at DOCTOR KLINE's expense upon the BOARD's request and without prior notice. DOCTOR KLINE'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;
12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR KLINE shall submit for the BOARD's prior approval the name of a monitoring physician, who shall monitor DOCTOR KLINE and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR KLINE 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 KLINE must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR KLINE 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;

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

13. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR KLINE 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 KLINE shall submit with each quarterly declaration required under Paragraph 2 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

14. DOCTOR KLINE 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;
15. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR KLINE 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 KLINE shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he 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 KLINE 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 KLINE 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 KLINE 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 8 or Paragraph 9 of this Agreement shall constitute grounds to revoke or permanently revoke DOCTOR KLINE's certificate. DOCTOR KLINE 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 KLINE's certificate based on other violations of this Consent Agreement.
18. DOCTOR KLINE 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 KLINE 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 KLINE 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 10 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 KLINE AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 13 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.

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.

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR KLINE 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 KLINE has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR KLINE 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.

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

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

Kenneth Kline
KENNETH KLINE, M.D.

Anand G. Garg, MD 200
ANAND G. GARG, M.D.
Secretary

3/27/98
DATE

4/9/98
DATE

Douglas Graff
DOUGLAS GRAFF, ESQ.
Attorney for Kenneth Kline, M.D.

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

4/2/98
DATE

4/8/98
DATE

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

4/8/98
DATE

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