CONSENT AGREEMENT
BETWEEN
JERRY GOLDSTONE, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

JERRY GOLDSTONE, 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 Section 4731.22(B)(18), 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 "the violation of any provision of a code of ethics... of a national professional organization," to wit: Principle IV, American Medical Association Principles of Medical Ethics.

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)(18), Ohio Revised Code, as set forth in Paragraph C 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. In August 1998, JERRY GOLDSTONE, M.D., filed an application for a license to practice medicine and surgery in the State of Ohio.

JERRY GOLDSTONE, M.D., ADMITS that in his August 1998 application, DOCTOR GOLDSTONE reported a prior voluntary suspension of his hospital privileges at the University of California in December 1996, when the academic office administrator of the Department of Surgery at the University of California, where DOCTOR GOLDSTONE was employed as a professor in the Department of Surgery, filed an employment-related complaint against DOCTOR GOLDSTONE.

DOCTOR GOLDSTONE further ADMITS that the office administrator's complaint stemmed from an incident that occurred on December 2, 1996, in which DOCTOR GOLDSTONE displayed behavior that DOCTOR GOLDSTONE states was intended to be humorous, but that the office administrator found to be offensive. DOCTOR GOLDSTONE further ADMITS that his behavior involved approaching the office administrator from behind while she was sitting at her desk, picking up a small knife that was on a serving table next to her, and making a statement regarding the damage that a person can do to another person with a knife. DOCTOR GOLDSTONE further ADMITS that, as he was making the statement, he realized that it was inappropriate, so he returned the knife to its position on the table, attempted to remedy the matter by communicating a joke, and then left the office without discussing his behavior with the office administrator.

DOCTOR GOLDSTONE further ADMITS that, during the investigation of the complaint, DOCTOR GOLDSTONE voluntarily suspended his hospital privileges.

DOCTOR GOLDSTONE STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that, following the incident in December 1996, DOCTOR GOLDSTONE participated in a psychiatric evaluation that included psychological testing with Mary Susan Hansen, M.D., and Saul Rosenberg, Ph.D. The evaluation revealed no evidence that DOCTOR GOLDSTONE is dangerous, violent, or impulsive, or that DOCTOR GOLDSTONE had any wish or intent to harm anyone. However, it was recommended that DOCTOR GOLDSTONE participate in counseling in order to gain an understanding of the incident and to gain insight into his interpersonal interactions.

DOCTOR GOLDSTONE STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that from February 1997 through May 1997, DOCTOR GOLDSTONE participated in psychotherapy with Owen Renik, M.D., and that at the conclusion of DOCTOR GOLDSTONE's therapy, Dr. Renik opined that DOCTOR GOLDSTONE realized the inappropriateness of his conduct and had achieved insight into his interaction with the office administrator.

DOCTOR GOLDSTONE STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR GOLDSTONE has provided copies of the aforementioned psychiatric reports to the Board.

DOCTOR GOLDSTONE further ADMITS that at the conclusion of the investigation by the University of California, a letter of censure regarding his conduct was placed in his personnel file for a period of two years.

DOCTOR GOLDSTONE further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that pursuant to a request from the BOARD, DOCTOR GOLDSTONE was psychiatrically evaluated by Martin Macklin, M.D., Ph.D.

In his written report to the Board, Dr. Macklin opines that DOCTOR GOLDSTONE has no psychiatric diagnosis; that DOCTOR GOLDSTONE has never been a threat to good patient care; that DOCTOR GOLDSTONE does not require monitoring or supervision in his medical practice; and that DOCTOR GOLDSTONE is capable of practicing according to acceptable and prevailing standards of care.

DOCTOR GOLDSTONE STATES that he has been appointed a Professor of Surgery at Case Western Reserve University School of Medicine and plans to serve as Chief of the Division of Vascular Surgery at University Hospitals of Cleveland. Further, the STATE MEDICAL BOARD OF OHIO has received documentation from University Hospitals of Cleveland stating that DOCTOR GOLDSTONE fully disclosed the circumstances of the incident in December 1996, at the beginning of his employment discussions with University Hospitals of Cleveland.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, JERRY GOLDSTONE, M.D., shall be granted a certificate to practice medicine and surgery in the State of Ohio, and is hereby REPRIMANDED. Further, JERRY GOLDSTONE, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations for a period time that is not less than two (2) years:

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

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

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

Personal and Professional Ethics Courses

6. Before the end of the probationary period, or as otherwise approved by the BOARD, DOCTOR GOLDSTONE shall provide acceptable documentation of successful completion of a course or courses dealing with personal and professional ethics. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the BOARD or its designee. Any courses taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the CME acquisition period(s) in which they are completed;

Required Reporting by Licensee

7. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR GOLDSTONE 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 GOLDSTONE 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,

8. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR GOLDSTONE 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 GOLDSTONE 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 GOLDSTONE shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

FAILURE TO COMPLY

9. DOCTOR GOLDSTONE 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 GOLDSTONE 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

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.

JERRY GOLDSTONE, M.D.

ANAND G. GARG, M.D.
Secretary

July 9, 1999
DATE

7/14/99
DATE

ANTHONY J. O'MALLEY, ESQ.
Attorney for Dr. Goldstone

RAYMOND J. ALBERT
Supervising Member

7/8/99
DATE

7/14/99
DATE

ANNE B. STRAIT, ESQ.
Assistant Attorney General

7/14/99
DATE