

BEFORE THE STATE MEDICAL BOARD OF OHIO

IN THE MATTER OF :  
:  
FRANK R. SHARP, M.D. :

**ENTRY OF ORDER**

On March 20, 2005, Frank R. Sharp, M.D., executed a Surrender of his Certificate to practice medicine and surgery in the State of Ohio with consent to revocation, which document is attached hereto and fully incorporated herein.

Wherefore, upon ratification by the Board of the surrender, it is hereby ORDERED that Certificate No. 35-078246 authorizing Frank R. Sharp, M.D., to practice medicine be permanently REVOKED, effective April 14, 2005.

This Order is hereby entered upon the Journal of the State Medical Board of Ohio for the 14th day of April 2005, and the original thereof shall be kept with said Journal.

  
Lance A. Talmage, M.D.  
Secretary

(SEAL)

April 14, 2005  
Date

STATE MEDICAL BOARD  
OF OHIO

2005 APR -1 A 10: 53

**STATE OF OHIO  
THE STATE MEDICAL BOARD  
SURRENDER OF CERTIFICATE  
TO PRACTICE MEDICINE AND SURGERY**

I, Frank R. Sharp, M.D., am aware of the right to representation by counsel, which I have exercised; the right of being formally charged; and the right to have a formal adjudicative hearing. I do hereby freely execute this document and choose to take the actions described herein.

I, Frank R. Sharp, M.D., do hereby voluntarily, knowingly, and intelligently surrender my certificate to practice medicine and surgery, license number 35.078246, to the State Medical Board of Ohio [Board], thereby relinquishing all rights to practice medicine and surgery in Ohio.

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

I agree that I shall be ineligible for, and shall not apply for, reinstatement of certificate to practice medicine and surgery, license number 35.078246, or issuance of any other certificate pursuant to Chapters 4730., 4731., 4760. or 4762., Ohio Revised Code, on or after the date of signing this Surrender of Certificate to Practice Medicine and Surgery. Any such attempted reapplication shall be considered null and void and shall not be processed by the Board.

I hereby authorize the State Medical Board of Ohio to enter upon its Journal an Order permanently revoking my certificate to practice medicine and surgery, license number 35.078246, in conjunction with which I expressly waive the provision of Section 4731.22(B), Ohio Revised Code, requiring that six (6) Board Members vote to revoke said certificate, and further expressly and forever waive all rights as set forth in Chapter 119., Ohio Revised Code, including but not limited to my right to counsel, right to a hearing, right to present evidence, right to cross-examine witnesses, and right to appeal the Order of the Board revoking my certificate to practice medicine and surgery.

I, Frank R. Sharp, M.D., hereby release the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This document shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. I, Frank R. Sharp, M.D., acknowledge that my social security number will be used if this information is so reported and agree to provide my social security number to the Board for such purposes.

I stipulate and agree that I am taking the action described herein in lieu of formal disciplinary proceedings pursuant to Sections 4731.22(B)(15) and (10), Ohio Revised Code, to wit:

OHIO STATE MEDICAL BOARD

APR - 6 2005

STATE MEDICAL BOARD  
OF OHIO

Telecommunications Harassment, Section 2917.21, Ohio Revised Code, and/or Pandering  
Obscenity, Section 2907.32, Ohio Revised Code, based upon the following facts: **2005 APR 6 10:54**

I admit that on or about July 14, 2000, based upon my violation of Section 4731.22(B)(19), Ohio Revised Code, I entered into a Consent Agreement with the State Medical Board of Ohio [July 2000 Consent Agreement], which remains in full force and effect. The terms, conditions, and limitations of the July 2000 Consent Agreement include the requirement that I obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio. Despite this requirement, from during or about December 2004 through February 2005, I repeatedly directed to a female former patient unwelcome communications, including making telephone calls describing sexual activity, and presenting electronic mail transmissions containing obscene material.

I, Frank R. Sharp, M.D., further stipulate and agree that I am taking the action described herein in lieu of continued monitoring under the terms, limitations, and conditions of the aforementioned July 2000 Consent Agreement, and further admit that I am currently not in compliance with the terms, conditions, and limitations of said agreement by virtue of the facts set forth above. The parties agree that the July 2000 Consent Agreement is hereby terminated upon the effective date of the instant Surrender of Certificate.

**EFFECTIVE DATE**

It is expressly understood that this Surrender of Certificate 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.

Frank R Sharp  
FRANK R. SHARP, M.D.

3/30/2005  
DATE

TRKL  
THOMAS KOUSTMER, ESQ.  
Attorney for Dr. Sharp

4/4/2005  
DATE

Lance A. Talmage, M.D.  
LANCE A. TALMAGE, M.D.  
Secretary

4/14/05  
DATE

Raymond J. Albert  
RAYMOND J. ALBERT  
Supervising Member

4/14/05  
DATE

STATE MEDICAL BOARD  
JUN 29 2000

**CONSENT AGREEMENT  
BETWEEN  
FRANK R. SHARP, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

FRANK R. SHARP, 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)(19), 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 "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."
- 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)(19), Ohio Revised Code, as set forth in Paragraph E 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. FRANK R. SHARP, M.D., is applying for a certificate to practice medicine and surgery in the State of Ohio.
- D. FRANK R. SHARP, M.D., STATES that he is licensed to practice medicine and surgery in the State of California.

- E. FRANK R. SHARP, M.D., ADMITS that he was diagnosed as suffering a first episode of mania in October 1999, followed by a brief depressive spell. Further, DOCTOR SHARP ADMITS that he has received psychiatric treatment from Daniel R. Wilson, M.D., Ph.D., since October, 1999, consisting of psychotherapy, medication and a neuromedical evaluation. DOCTOR SHARP STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that it has received an evaluative report from Doctor Wilson indicating that DOCTOR SHARP is capable of practicing medicine and surgery according to acceptable and prevailing standards of care so long as he submits to ongoing psychiatric treatment.

**AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, FRANK R. SHARP, M.D., shall be granted a certificate to practice medicine and surgery in the State of Ohio, and knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

1. DOCTOR SHARP shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR SHARP 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 SHARP 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 SHARP written notification of scheduled appearances, it is DOCTOR SHARP'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 SHARP shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

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

### **Psychiatric Treatment**

6. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SHARP 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 SHARP shall undergo and continue psychiatric treatment monthly, or more frequently if so directed by the BOARD or his treating psychiatrist. DOCTOR SHARP shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. DOCTOR SHARP 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 SHARP's current treatment plan and any changes that have been made to the treatment plan since the prior report; DOCTOR SHARP's compliance with his treatment plan; DOCTOR

SHARP's mental status; DOCTOR SHARP's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. DOCTOR SHARP 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 SHARP is unable to practice due to his psychiatric disorder. It is DOCTOR SHARP's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for DOCTOR SHARP's quarterly declaration;

**Monitoring Physician**

7. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SHARP shall submit for the BOARD's prior approval the name of a monitoring physician, who shall monitor DOCTOR SHARP and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR SHARP shall ensure that such reports are forwarded to the BOARD on a quarterly basis. The monitoring physician shall immediately inform the BOARD of any indications that DOCTOR SHARP's ability to practice is impaired due to mental or physical illness. In approving an individual to serve in this capacity, the BOARD will give preference to a physician who practices in the same locale as DOCTOR SHARP and who is engaged in the same or similar practice specialty. It shall be DOCTOR SHARP's responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis;

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR SHARP must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR SHARP 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 SHARP's quarterly declaration. It is DOCTOR SHARP's responsibility to ensure that reports are timely submitted;

**Biological Testing**

8. The BOARD retains the right to require, and DOCTOR SHARP agrees to submit, blood or urine specimens for analysis at DOCTOR SHARP's

expense upon the BOARD's request and without prior notice. DOCTOR SHARP'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;

**Releases**

9. DOCTOR SHARP shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treating psychiatrist to the BOARD;

**Required Reporting by Licensee**

10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SHARP 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, DOCTOR SHARP 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;
11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SHARP 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. DOCTOR SHARP 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 reinstatement of any professional license. Further, DOCTOR SHARP shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt;

**VIOLATION OF PROBATIONARY TERMS**

12. DOCTOR SHARP AGREES that if any declaration or report required by this CONSENT AGREEMENT is not received in the BOARD's offices on or before its due date, DOCTOR SHARP 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;

#### **FAILURE TO COMPLY**

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

DOCTOR SHARP shall not request termination of this CONSENT AGREEMENT for a minimum of five (5) years. In addition, DOCTOR SHARP shall not request modification to the probationary terms, limitations and conditions contained herein for at least one (1) 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**

DOCTOR SHARP 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.

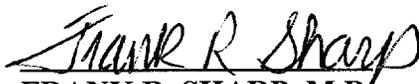
DOCTOR SHARP hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

STATE MEDICAL BOARD  
JUN 29 2000

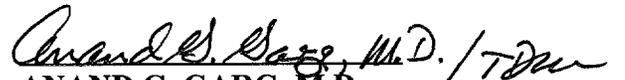
This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

**EFFECTIVE DATE**

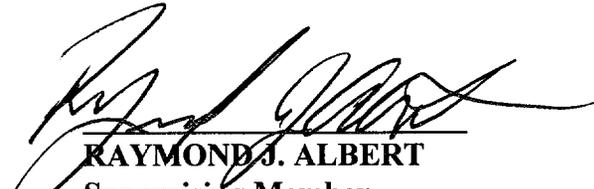
It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.

  
FRANK R. SHARP, M.D.

June 28, 2000  
DATE

  
ANAND G. GARG, M.D.  
Secretary  
7-14-00  
Federal  
9:40AM

7/14/00  
DATE

  
RAYMOND J. ALBERT  
Supervising Member

7/12/00  
DATE

  
ANNE B. STRAIT, ESQ.  
Assistant Attorney General

7/12/00  
DATE