

**CONSENT AGREEMENT
BETWEEN
LAURENCE I. KLEINER, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Kleiner 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 “[v]iolation of any provision of a code of ethics of the American medical association, the American osteopathic association, the American podiatric medical association, or any other national professional organizations that the board specifies by rule,” as that clause is used in Section 4731.22(B)(18), Ohio Revised Code, and/or “[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,” as that clause is used in Section 4731.22(B)(19), Ohio Revised Code.
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(18) and (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 Consent Agreement.
- C. Dr. Kleiner has submitted an application for a license to practice medicine and surgery in the State of Ohio. His application remains pending to date.

- D. Dr. Kleiner states that he is currently licensed to practice medicine and surgery in the State of Virginia and that he has an inactive license, due to his decision not to renew such license, in the State of Pennsylvania.
- E. Dr. Kleiner admits that he received a formal letter of reprimand from the Board of Directors of the Carilion Medical Center in Roanoke, Virginia, on November 24, 1999, after his conduct toward certain members of the medical staff was deemed to constitute sexual harassment and to be disruptive to hospital operations. Dr. Kleiner further admits that this action included a requirement that he secure appropriate counseling in regard to his inappropriate behaviors, with regular reports by his treatment providers to the hospital, in order to maintain privileges at Carilion Medical Center. The Board acknowledges receipt of information reflecting that the action was taken based upon unacceptable behavioral patterns and not inappropriate clinical skills or decisions.

Dr. Kleiner further admits that he thereafter participated in treatment, including therapy and/or medication management, for issues including those related to depression and anxiety, with Mary Ann Koch, Ph.D., from May 1999 through January 2001; George Luedke, M.D., in August 2000, and with follow-up visits in January, February, March and June 2001; and with Louis Perrott, Ph.D., approximately once every two weeks from February 2001 through December 2001, at which time sessions were terminated as Dr. Kleiner was relocating to Dayton, Ohio.

Dr. Kleiner further admits that in or about June 2001, he became affiliated with Virginia Monitoring, Inc. Thereafter, on July 2 and 3, 2001, upon referral by Virginia Monitoring, Inc., Dr. Kleiner submitted to a comprehensive evaluation at Elmhurst Memorial Healthcare, Professionals at Risk Treatment Services, in Chicago, Illinois. Dr. Kleiner admits that, as a result of this evaluation, the multi-disciplinary evaluation team determined his diagnoses to include History of Adjustment Disorder with mixed depression and anxiety, presently resolved, and Personality Disorder NOS with narcissistic features. Dr. Kleiner further admits that the evaluation team recommended that Dr. Kleiner participate in individual psychotherapy 1-2 times weekly, as determined by his therapist, with a focus on entitlement, boundary violations and interpersonal relationships; participate in group psychotherapy in addition to individual therapy to provide a broader experience for accountability and interpersonal learning; limit his practice to no more than 55 hours per week; maintain an ongoing relationship with Virginia Monitoring, Inc., to assure compliance with treatment recommendations and to monitor worksite performance feedback; and, if inappropriate behavior and/or boundary violations reoccur in the workplace, submit to programmatic treatment in a setting geared to personality disorder treatment.

Dr. Kleiner further admits that, in February 2002, after having relocated to Dayton, Ohio, he contacted Jerald Kay, M.D., Wright State University, Department of Psychiatry, for purposed of initiating treatment. Dr. Kleiner further admits that he currently participates in weekly therapy with Dr. Kay.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Kleiner shall be granted a certificate to practice medicine and surgery in the State of Ohio, upon receipt and appropriateness of necessary documentation, and Dr. Kleiner knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Kleiner shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Kleiner 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 this Consent Agreement becomes effective. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Kleiner shall appear in person for an interview before the full Board or its designated representative during the twelfth month following the effective date of this Consent Agreement, and/or as otherwise requested by the Board. Subsequent personal appearances must occur every twelve 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. Kleiner should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Kleiner 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. Kleiner 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 AND TREATMENT

Monitoring Physician

6. Before engaging in any medical practice, Dr. Kleiner 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. Kleiner and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Kleiner and his medical practice, including his interactions with patients and with other healthcare professionals, and shall review Dr. Kleiner'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. Kleiner and his medical practice, including his interactions with patients and with other healthcare professionals, and on the review of Dr. Kleiner's patient charts. Dr. Kleiner 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. Kleiner's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Kleiner must immediately so notify the Board in writing. In addition, Dr. Kleiner 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. Kleiner 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.

Psychiatric Treatment/Psychotherapy

7. Dr. Kleiner shall continue psychiatric treatment with Jerald Kay, M.D., or another psychiatrist approved in advance by the Board. Dr. Kleiner shall participate in individual psychotherapy with his approved psychiatrist at least once per week, or as otherwise directed by the Board, with a focus on entitlement, boundary violations and interpersonal relationships; shall participate in group therapy at least once per month; take medications as prescribed and/or ordered for his psychiatric disorders; and otherwise comply with his psychiatric treatment plan.

Dr. Kleiner 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. Kleiner's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Kleiner's compliance with his treatment plan; Dr. Kleiner's mental status; Dr. Kleiner's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Kleiner 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. Kleiner is unable to practice.

The psychotherapy required pursuant to this paragraph may be delegated by Dr. Kleiner's treating psychiatrist to an appropriately licensed mental health professional approved in advance by the Board, so long as Dr. Kleiner's treating psychiatrist oversees/supervises such psychotherapy, includes information concerning Dr. Kleiner's participation and progress in psychotherapy in the psychiatric reports, and continues to meet personally with Dr. Kleiner at least once per month.

Should the psychotherapy required pursuant to this provision be delegated to an appropriately licensed mental health professional, Dr. Kleiner shall ensure that psychotherapy reports are forwarded by his treating licensed mental health professional to the Board on a quarterly basis, or as otherwise directed by the Board. The psychotherapy reports shall contain information describing Dr. Kleiner's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Kleiner's compliance with his treatment plan; Dr. Kleiner's mental status; Dr. Kleiner's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Kleiner shall ensure that his treating licensed mental health professional immediately notifies the Board of his failure to comply with his treatment plan and/or any determination that Dr. Kleiner is unable to practice. The psychotherapy reports shall be in addition to the psychiatric reports.

It is Dr. Kleiner's responsibility to ensure that quarterly reports (psychiatric and psychotherapy, if applicable) are received in the Board's offices no later than the due date for Dr. Kleiner's quarterly declaration;

8. The Board retains the right to require, and Dr. Kleiner agrees to submit, blood or urine specimens for analysis at Dr. Kleiner's expense upon the Board's request and without prior notice. Dr. Kleiner'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.

Practice Conditions/Restrictions

9. Dr. Kleiner shall not engage in solo practice, but instead shall limit his practice to group and/or hospital settings. In addition, Dr. Kleiner shall not perform nor participate in the performance of any non-pediatric back surgeries. Further, Dr. Kleiner shall limit his work hours to no more than 55 hours per week, until otherwise approved by the Board, and shall keep a log reflecting the dates, times, and facilities and/or locations at which he works. Such log shall be submitted with each quarterly declaration required pursuant to this Consent Agreement.

Releases

10. Dr. Kleiner shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treating and monitoring physicians or other healthcare professionals to the Board, to other treating and monitoring physicians or healthcare professionals, and to any others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations.

Required Reporting by Licensee

11. Within thirty days of the effective date of this Consent Agreement, Dr. Kleiner 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. Kleiner 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.
12. Within thirty days of the effective date of this Consent Agreement, Dr. Kleiner 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. Kleiner 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. Kleiner 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. Kleiner 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. Kleiner has violated any term, condition or limitation of this Consent Agreement, Dr. Kleiner 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. Kleiner shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Kleiner shall not request modification to the probationary terms, limitations, and conditions contained herein, with the exception of the limitation included in paragraph 9 requiring that he limit his work hours to no more than 55 hours per week, 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. Kleiner 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. Kleiner hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

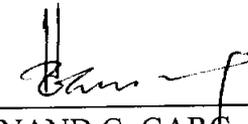
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Kleiner agrees to provide his social security number to the Board and hereby authorizes the 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.



LAURENCE I. KLEINER, M.D.



ANAND G. GARG, M.D.
Secretary

3/11/02

DATE

3/13/02

DATE


RAYMOND J. ALBERT
Supervising Member

3/13/02
DATE


REBECCA J. ALBERS, ESQ.
Assistant Attorney General

3/14/02
DATE