

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

**OHIO STATE MEDICAL BOARD**

**AUG 3 1 2004**

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

Dr. Mosley enters into this Consent Agreement being fully informed of her 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)(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 “[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.”
- B. The Board 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. Dr. Mosley holds a training certificate, Certificate # 57-005226, to practice medicine and surgery in the State of Ohio at the Dayton Community Family Practice Residency [Residency Program], Dayton, OH. Dr. Mosley has not participated in the Residency Program since on or about December 9, 2003. On or about October 20, 2003, Dr. Mosley submitted an application for a license to practice medicine and surgery in the State of Ohio. Such application remains pending to date.
- D. Dr. Mosley states that she is not licensed to practice medicine and surgery in any other state or jurisdiction.

AUG 3 1 2004

- E. Dr. Mosley admits that in August 2003 she was diagnosed by a psychiatrist as having Major Depressive Disorder, Dysthymia, and Panic Disorder, with some elements of Posttraumatic Stress Disorder. Further, Dr. Mosley admits that she experienced her first major depressive episode from 1989 to 1991 after the birth of her third child, she sought treatment, was prescribed Prozac, and was free of depression between 1991 and 1997; that she experienced a second depressive episode in 1997 and 1998 when she was required to repeat a year of medical school, received Paxil through the medical student support services, ceased taking Paxil due to side effects, but was free of depression from approximately 1998 until the fall of 2001; and that she experienced her third and most depressive episode in the fall of 2001 when she began the Residency Program and her husband was deployed with his military unit, for which depression her family physician prescribed Effexor, which she has taken from the fall of 2001 to the present time. Further, Dr. Mosley admits that her depressive symptoms have mostly been in remission since the fall of 2001, except for a brief episode of grief lasting approximately one week in the fall of 2003 following the non-renewal of her contract by the Residency Program. Further, Dr. Mosley states that she has never experienced psychotic symptoms or been psychiatrically hospitalized.

Further, Dr. Mosley admits that on or about June 24, 2004, she underwent a Board-ordered psychiatric evaluation, which resulted in a determination that she has the diagnosis of Major Depressive Disorder, Recurrent in Full Remission. Dr. Mosley further admits that the evaluating psychiatrist opined that because she has had three distinct major depressive episodes it is highly likely that she will experience future major depressive episodes that may impair her ability to practice medicine according to acceptable and prevailing standards of care. Dr. Mosley further admits that the evaluating psychiatrist recommended that her licensure be conditioned upon her remaining on antidepressant medication to be administered by a qualified psychiatrist.

### **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. Mosley shall be granted a certificate to practice medicine and surgery in the State of Ohio, upon receipt of all necessary and appropriate documentation, and that Dr. Mosley knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Mosley shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Mosley 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

AUG 3 1 2004

declarations must be received in the Board's offices on or before the first day of every third month.

3. Dr. Mosley shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. 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. Mosley 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**

### **Psychiatric Treatment**

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

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Mosley must immediately so notify the Board in writing. In addition, Dr. Mosley shall make arrangements acceptable to the Board for another treating psychiatrist within thirty days after the previously designated treating psychiatrist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Mosley shall ensure that the previously

AUG 3 1 2004

designated treating psychiatrist also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

6. The Board retains the right to require, and Dr. Mosley agrees to submit, blood or urine specimens for analysis for medication that may be prescribed for Dr. Mosley, or for any other purpose, at Dr. Mosley's expense, upon the Board's request and without prior notice. Dr. Mosley'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**

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

The monitoring physician shall monitor Dr. Mosley and her medical practice, and shall review Dr. Mosley'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. Mosley and her medical practice, and on the review of Dr. Mosley's patient charts. Dr. Mosley 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. Mosley's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Mosley must immediately so notify the Board in writing. In addition, Dr. Mosley 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. Mosley shall ensure that the previously designated monitoring physician also notifies the Board directly of her or her inability to continue to serve and the reasons therefore.

If Dr. Mosley participates in a residency program accredited by the ACGME, the Board shall accept a quarterly statement from the director of Dr. Mosley's residency program addressing Dr. Mosley's performance (clinical and otherwise) in the residency program, as well as her progress and status, if timely submitted, as satisfaction of the requirements of this paragraph. Should Dr. Mosley desire to

AUG 31 2004

utilize this option in lieu of having a monitoring physician while she participates in a residency program, Dr. Mosley shall so notify the Board by providing a writing, signed by both herself and her residency director, to the Board within thirty days of the effective date of this Consent Agreement. Further, should Dr. Mosley cease participation in an accredited residency or should she desire to practice outside a residency pursuant to the Practice Plan / Employment Restrictions outlined in paragraph 9 below, or should her residency director become unable or unwilling to serve, Dr. Mosley must immediately so notify the Board in writing and make arrangements for a monitoring physician as discussed above.

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

### **Practice Plan / Employment Restrictions**

8. Dr. Mosley shall not engage in solo practice during the duration of this Consent Agreement and shall obtain the approval of the Board for any medical practice or employment related to the health care fields. Dr. Mosley shall not engage in the practice of medicine, other than a residency training program, unless and until such time that the Board has approved a practice plan, and thereafter, Dr. Mosley's practice of medicine shall be only in accordance with such practice plan. The Board shall consider, among other factors, the adequacy and continuity of supervision, which will ensure the protection of the public, prior to approval or disapproval of the proposed employment. Further, Dr. Mosley shall submit a revised practice plan to the Board and obtain the prior approval of the Board should she desire modification to any previously approved practice plan(s).

Further, during the time period(s) in which Dr. Mosley is affiliated with a residency training program, Dr. Mosley shall not engage in any other employment as a physician.

### **Releases**

9. Dr. Mosley shall provide continuing authorization, through appropriate written consent forms, for disclosure by her treatment providers 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**

10. Within thirty days of the effective date of this Consent Agreement, Dr. Mosley shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide health care services or is receiving training; and the

AUG 31 2004

Chief of Staff at each hospital where she has privileges or appointments. Further, Dr. Mosley shall provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments.

11. Within thirty days of the effective date of this Consent Agreement, Dr. Mosley 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 she currently holds any professional license. Dr. Mosley 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 she applies for any professional license or for reinstatement of any professional license. Further, Dr. Mosley 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. Mosley 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. Mosley has violated any term, condition or limitation of this Consent Agreement, Dr. Mosley agrees that the violation, as alleged, also constitutes clear and convincing evidence that her 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. Mosley shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Mosley 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. Mosley acknowledges that she 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.

AUG 31 2004

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. Mosley 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. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Mosley acknowledges that her social security number will be used if this information is so reported and agrees to provide her social security number to the Board for such purposes.

**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.

FRANCINE R. MOSLEY, M.D.  
FRANCINE R. MOSLEY, M.D.

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

August 30, 2004  
DATE

9-8-04  
DATE

RAYMOND J. ALBERT  
RAYMOND J. ALBERT  
Supervising Member

9/9/04  
DATE

SALLIE J. DEBOLT  
SALLIE J. DEBOLT  
Enforcement Attorney

September 1, 2004  
DATE