

**SUPERSEDING STEP I  
CONSENT AGREEMENT  
BETWEEN  
ANTHONY GRAY, M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Gray 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 a violation of Section 4731.22(B)(9), Ohio Revised Code, “[a] plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction for, a felony,” and/or Section 4731.22(B)(10), Ohio Revised Code, “[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed,” and/or Section 4731.22(B)(15), Ohio Revised Code, “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” and/or Section 4731.22(B)(26), Ohio Revised Code, “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 Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(15) and (B)(26), Ohio Revised Code; and Section 4731.22(B)(9), Ohio Revised Code, to wit: Section 2913.02, Ohio Revised Code, Theft; and Section 4731.22(B)(10), Ohio Revised Code, to wit: Section 2925.11, Ohio Revised Code, Possession of Controlled Substances, as set forth in Paragraphs E and F below. The Board 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. Such express reservation includes, but is not

limited to, violations based on any methods used by Dr. Gray to obtain controlled substances or drugs for self-use other than as particularly described herein, criminal acts other than as specifically referenced herein, acts involving patient care or otherwise involving others, and/or a plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction for, any criminal offense(s) other than those specifically described herein.

- C. Dr. Gray admits that his training certificate to practice medicine and surgery in the State of Ohio, License #57.009128, is currently suspended and subject to certain terms, conditions, and limitations pursuant to the terms of the Step I Consent Agreement Between Anthony Gray, M.D., and the State Medical Board of Ohio, effective September 13, 2006 [September 2006 Step I Consent Agreement], a copy of which is attached hereto and incorporated herein.
- D. Dr. Gray states that he does not hold a training certificate nor is he licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Gray admits that pursuant to the terms of the aforementioned September 2006 Step I Consent Agreement, his training certificate currently is subject to certain terms, conditions, and limitations, including that he shall abstain completely from the personal use or possession of drugs and that he shall abstain completely from the use of alcohol. Dr. Gray further admits that despite this requirement he reported to Board staff on February 5, 2007, that in November 2006, approximately 60 days after completing inpatient treatment at Glenbeigh Hospital, a Board-approved treatment provider, in Rock Creek, Ohio, he experienced a second relapse on alcohol and cocaine.

Dr. Gray further admits that on December 28, 2006, he was hospitalized for seven days at Lutheran Hospital in Cleveland, Ohio, with diagnoses including major depression and polysubstance abuse. Dr. Gray further admits that he was released from Lutheran Hospital on January 3, 2007, and that he continued to use alcohol and cocaine.

- F. Dr. Gray admits that on or about March 9, 2007, in the Court of Common Pleas in Cuyahoga County, Ohio, he entered pleas of guilty to three fourth degree felony counts of Theft, in violation of Section 2913.02, Ohio Revised Code, which pertain to the drug-related criminal charges that were pending against him in Cuyahoga County at the time he entered into the aforementioned September 2006 Step I Consent Agreement. Dr. Gray further admits that on March 21, 2007, in the Court of Common Pleas of Cuyahoga County, he requested and was found eligible for Intervention In Lieu of Conviction pursuant to Section 2951.041, Ohio Revised Code.

Dr. Gray further admits that on March 21, 2007, he entered into the Intervention in Lieu of Conviction Program for a period of two years. Dr. Gray further admits that as ordered by the Court, he entered inpatient drug treatment at Stella Maris, a treatment provider in Cleveland, Ohio. Dr. Gray further admits that upon release from Stella Maris, he must enter a two-year aftercare contract with Stella Maris, which will include random weekly urine screens and psychological counseling twice a month.

Dr. Gray acknowledges and understands that due to his failure to maintain sobriety for at least one year following his aforementioned discharge from Glenbeigh Hospital, as well as the fact that although Stella Maris is acceptable to the court for purposes of his intervention in lieu program, it is not a Board-approved treatment provider, pursuant to Rule 4731-16-02(B)(4), Ohio Administrative Code, Dr. Gray will be required to again successfully complete required inpatient treatment at a Board-approved treatment provider, to include at least twenty-eight consecutive days of residential treatment for chemical dependence, in order to be eligible for potential reinstatement of his training certificate or issuance of another Certificate by the Board.

### **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. Gray knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

### **SUSPENSION OF CERTIFICATE**

1. The September 2006 Step I Consent Agreement is hereby TERMINATED upon the effective date of the instant Superseding Step I Consent Agreement. Further, the training certificate of Dr. Gray to practice medicine and surgery in the State of Ohio is PERMANENTLY REVOKED, but such revocation is stayed and Dr. Gray's training certificate shall be SUSPENDED for an indefinite period of time, but not less than 18 months from the effective date of this Superseding Step I Consent Agreement. During such suspension period, Dr. Gray shall be ineligible to receive or hold any other certificate issued by the Board.

### **Sobriety**

2. Dr. Gray 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 Dr. Gray's history of chemical dependency.
3. Dr. Gray shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Gray shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Gray's chemical dependency, psychiatric condition, or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Gray further agrees to provide the Board written consent permitting any treatment provider and/or mental health provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
5. Dr. Gray shall submit quarterly declarations under penalty of Board disciplinary action and/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, provided that if the effective date is on or after the sixteenth 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.
6. Dr. Gray 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.

Drug & Alcohol Screens; Supervising Physician

7. Dr. Gray shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Gray 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.

Dr. Gray shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Within thirty days of the effective date of this Consent Agreement, Dr. Gray shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Gray shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Gray. Dr. Gray and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Gray shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, 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 or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Gray must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Gray shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

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 Dr. Gray's quarterly declaration. It is Dr. Gray's responsibility to ensure that reports are timely submitted.

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

#### Psychiatric Treatment

9. Within thirty days of the effective date of this Consent Agreement, Dr. Gray shall submit to the Board for its prior approval the name and qualifications of a psychiatrist and/or psychotherapist of his choice, who has experience with professionals dealing with alcohol and other substances of abuse. Upon approval by the Board, Dr. Gray shall undergo and continue psychiatric treatment, including individual psychotherapy, twice a month or as otherwise directed by the Board. Dr. Gray shall comply with his psychiatric/psychotherapy treatment plan, including taking medications as prescribed and/or ordered. Dr. Gray shall ensure that psychiatric/psychotherapy reports are forwarded by his treating psychiatrist and/or psychotherapist to the Board on a quarterly

basis, or as otherwise directed by the Board. The psychiatric/psychotherapy reports shall contain information describing Dr. Gray's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Gray's compliance with his treatment plan; Dr. Gray's mental status; Dr. Gray's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Gray shall ensure that his treating psychiatrist and/or psychotherapist immediately notifies the Board of his failure to comply with his psychiatric/psychotherapy treatment plan and/or any determination that Dr. Gray is unable to practice due to a psychiatric disorder. It is Dr. Gray's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Gray's quarterly declaration.

In the event that the designated treating psychiatrist and/or psychotherapist become unable or unwilling to serve in this capacity, Dr. Gray must immediately so notify the Board in writing. In addition, Dr. Gray shall make arrangements acceptable to the Board for another treating psychiatrist and/or psychotherapist within thirty days after the previously designated treating psychiatrist and/or psychotherapist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Gray shall ensure that the previously designated treating psychiatrist and/or psychotherapist also notify the Board directly of his or her inability to continue to serve and the reasons therefore.

#### Rehabilitation Program

10. Within thirty days of the effective date of this Consent Agreement, Dr. Gray shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Gray shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Gray's quarterly declarations.

#### **CONDITIONS FOR CONSIDERATION FOR RENEWAL / ISSUANCE OF CERTIFICATE**

11. The Board shall not consider reinstatement or renewal of Dr. Gray's training certificate or issuance of any other certificates to Dr. Gray until all of the following conditions are met:
  - a. Dr. Gray shall submit an application for reinstatement or renewal of his training certificate or an application for issuance of another certificate by the Board, as appropriate, accompanied by appropriate fees, if any.

- b. Dr. Gray shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
- i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Gray has successfully completed any required inpatient treatment, including at least twenty-eight days inpatient or residential treatment for chemical dependence, as set forth in Rules 4731-16-02(B)(4) and 4731-16-08(A)(13), Ohio Administrative Code, completed consecutively.
  - ii. Evidence of continuing full compliance with a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
  - iii. Evidence of continuing full compliance with this Consent Agreement.
  - iv. Three written reports indicating that Dr. Gray's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care.

Two reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Gray. Prior to the assessments, Dr. Gray shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Gray, and any conditions, restrictions, or limitations that should be imposed on Dr. Gray's practice. The reports shall also describe the basis for the evaluator's determinations.

One report shall be made by a psychiatrist, approved in advance by the Board, who shall conduct a psychiatric examination of Dr. Gray. Prior to the examination, Dr. Gray shall provide the psychiatrist with copies of patient records from any prior evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The report from the evaluating psychiatrist shall include the psychiatrist's diagnoses and conclusions; any recommendations for care, counseling, and treatment for the psychiatric

diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Gray's practice; and the basis for the psychiatrist's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement.

- c. Dr. Gray shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Gray are unable to agree on the terms of a written Consent Agreement, then Dr. Gray further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

Further, upon reinstatement of Dr. Gray's certificate to practice medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Gray shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Gray has maintained sobriety.

12. In the event that Dr. Gray has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Gray's fitness to resume practice.

#### **REQUIRED REPORTING BY LICENSEE**

13. Within thirty days of the effective date of this Consent Agreement, Dr. Gray 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. Gray 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.
14. Within thirty days of the effective date of this Consent Agreement, Dr. Gray 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. Gray 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, Dr. Gray shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

15. Dr. Gray shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Gray chemical dependency treatment or monitoring, and/or psychiatric or psychotherapy treatment or monitoring.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Gray 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.

### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Gray 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. Gray 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. Gray acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

201 OCT -2 A 10 49  
STATE MEDICAL BOARD

**EFFECTIVE DATE**

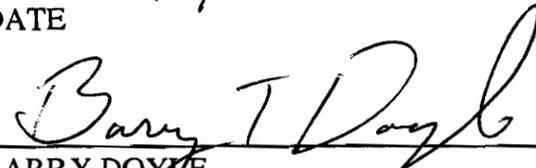
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

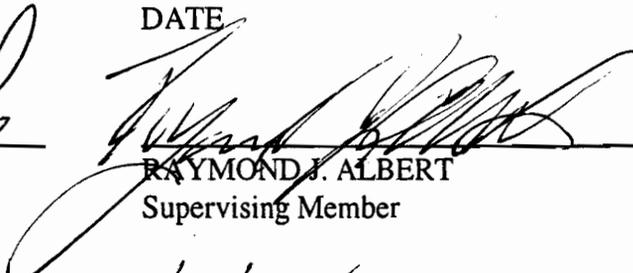
  
\_\_\_\_\_  
ANTHONY GRAY, M.D.

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

10/2/07  
\_\_\_\_\_  
DATE

10-10-07  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
BARRY DOYLE  
Attorney for Dr. Gray

  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

10/2/07  
\_\_\_\_\_  
DATE

10/10/07  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
MARCIE PASTRICK  
Enforcement Attorney

Oct. 3, 2007  
\_\_\_\_\_  
DATE

STATE MEDICAL BOARD  
2007 OCT -3 A 10 09

**STEP I  
CONSENT AGREEMENT  
BETWEEN  
ANTHONY GRAY, M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Gray 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 a violation of Section 4731.22(B)(26), Ohio Revised Code, "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," and/or Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(26), Ohio Revised Code, and 4731.22(B)(10), Ohio Revised Code, to wit: Section 2925.22, Ohio Revised Code, Deception to Obtain a Dangerous Drug, as set forth in Paragraph E below. The Board 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. Such express reservation includes, but is not limited to, violations based on any methods used by Dr. Gray to obtain controlled substances or drugs for self-use other than as particularly described herein, criminal acts other than as specifically referenced herein, and/or acts involving patient care or otherwise involving others.

STEP I CONSENT AGREEMENT  
ANTHONY GRAY, M.D.  
PAGE 2

- C. Dr. Gray holds a training certificate in the State of Ohio, Training Certificate # 57.009128.
- D. Dr. Gray states that he does not hold a training certificate nor is he licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Gray admits that he initially entered treatment for chemical dependence at the Cleveland Clinic Foundation [Cleveland Clinic], a Board-approved treatment provider in Cleveland, Ohio, on or about May 31, 2006, and completed 28 days of inpatient treatment on or about June 28, 2006. Dr. Gray further admits that this treatment was precipitated by his diverting and self-injecting Ketamine, a general anesthetic, which he obtained from the operating rooms of Fairview Hospital, where he was a resident with the Fairview Hospital General Surgery Residency Program.

Dr. Gray further admits that on or about July 18, 2006, he was readmitted to the Cleveland Clinic because he relapsed on Ketamine and Propofol, also a general anesthetic, which he diverted from Fairview Hospital; that he had been observed attempting to break into a locked narcotics cabinet at the Fairview Hospital Unit; and that his wife found medical supplies at their home including vials of Ketamine and plastic locks which are used to seal crash cart narcotic supplies. Dr. Gray attests that he obtained Ketamine and Propofol exclusively by deception and theft of hospital stock, and specifically denies obtaining any controlled substances for self-use by any other method. Dr. Gray further attests that he never directly or indirectly involved patients in any of his efforts to obtain controlled substances for self-use. Dr. Gray further admits that he received inpatient treatment at the Cleveland Clinic until on or about August 14, 2006, and then transferred to Glenbeigh Hospital, a Board-approved treatment provider, in Rock Creek, Ohio, for further inpatient 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, Dr. Gray knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

**SUSPENSION OF CERTIFICATE**

- 1. The training certificate of Dr. Gray to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 270 days. During such suspension period, Dr. Gray shall be ineligible to receive or hold any other certificate issued by the Board.

**OHIO STATE MEDICAL BOARD**

**SEP 08 2006**

STEP I CONSENT AGREEMENT  
ANTHONY GRAY, M.D.  
PAGE 3

Sobriety

2. Dr. Gray 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 Dr. Gray's history of chemical dependency.
3. Dr. Gray shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Gray shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Gray's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Gray further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
5. Dr. Gray shall submit quarterly declarations under penalty of Board disciplinary action and/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, provided that if the effective date is on or after the sixteenth 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.
6. Dr. Gray 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.

Drug & Alcohol Screens; Supervising Physician

7. Dr. Gray shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Gray shall ensure that all screening

STEP I CONSENT AGREEMENT  
ANTHONY GRAY, M.D.  
PAGE 4

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.

Dr. Gray shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Within thirty days of the effective date of this Consent Agreement, Dr. Gray shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Gray shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Gray. Dr. Gray and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Gray shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, 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 or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Gray must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Gray shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

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 Dr. Gray's quarterly declaration. It is Dr. Gray's responsibility to ensure that reports are timely submitted.

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

Rehabilitation Program

9. Within thirty days of the effective date of this Consent Agreement, Dr. Gray shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

STEP 1 CONSENT AGREEMENT  
ANTHONY GRAY, M.D.  
PAGE 5

Dr. Gray shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Gray's quarterly declarations.

**CONDITIONS FOR CONSIDERATION FOR  
RENEWAL / ISSUANCE OF CERTIFICATE**

10. The Board shall not consider reinstatement or renewal of Dr. Gray's training certificate or issuance of any other certificate to Dr. Gray until all of the following conditions are met:
  - a. Dr. Gray shall submit an application for reinstatement or renewal of his training certificate or an application for issuance of another certificate by the Board, as appropriate, accompanied by appropriate fees, if any.
  - b. Dr. Gray shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
    - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Gray has successfully completed any required inpatient treatment.
    - ii. Evidence of continuing full compliance with a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
    - iii. Evidence of continuing full compliance with this Consent Agreement.
    - iv. Two written reports indicating that Dr. Gray's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Gray. Prior to the assessments, Dr. Gray shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Gray, and any conditions, restrictions, or limitations that should be imposed

**OHIO STATE MEDICAL BOARD**

**SEP 08 2006**

STEP I CONSENT AGREEMENT  
ANTHONY GRAY, M.D.  
PAGE 6

on Dr. Gray's practice. The reports shall also describe the basis for the evaluator's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement.

- c. Dr. Gray shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Gray are unable to agree on the terms of a written Consent Agreement, then Dr. Gray further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

Further, upon reinstatement or renewal of Dr. Gray's training certificate, or issuance of any other certificate to Dr. Gray by the Board, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Gray shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Gray has maintained sobriety.

11. In the event that Dr. Gray has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement or renewal of his training certificate or issuance of any other license by the Board, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Gray's fitness to resume practice.

#### **REQUIRED REPORTING BY LICENSEE**

12. Within thirty days of the effective date of this Consent Agreement, Dr. Gray 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. Gray 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.
13. Within thirty days of the effective date of this Consent Agreement, Dr. Gray 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. Gray further agrees to provide a copy of this Consent

STEP I CONSENT AGREEMENT  
ANTHONY GRAY, M.D.  
PAGE 7

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, Dr. Gray shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

14. Dr. Gray shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Gray chemical dependency treatment or monitoring.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Gray 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.

#### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Gray 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. Gray 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. Gray acknowledges that his social security number will be used if this information is so reported and agrees to provide his 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.

**OHIO STATE MEDICAL BOARD**

**SEP 08 2006**

AG, M.D.  
ANTHONY GRAY, M.D.

9-6-06  
Date

Barry T. Doyle  
BARRY T. DOYLE  
Attorney for Anthony Gray, M.D.

9/6/06  
Date

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

9-13-06  
Date

Raymond J. Albert  
RAYMOND J. ALBERT  
Supervising Member

9/13/06  
Date

Marcie Pastrick  
MARCIE PASTRICK  
Enforcement Attorney

Sept. 8, 2006  
Date