

**STEP II
CONSENT AGREEMENT
BETWEEN
CRAIG L. BIERER, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Bierer 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, for "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 Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E of the Step I Consent Agreement Between Craig L. Bierer, D.O., and the State Medical Board of Ohio, effective November 9, 2011 [November 2011 Step I Consent Agreement], and 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 Consent Agreement.
- C. Dr. Bierer is seeking reinstatement of his certificate to practice osteopathic medicine and surgery, license number 34.008396, which was indefinitely suspended, but not less than one year, pursuant to the November 2011 Step I Consent Agreement, a copy of which is attached hereto and incorporated herein.

- D. Dr. Bierer states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Bierer admits that after entering residential treatment for chemical dependency on or about October 28, 2011, at Linder Center of Hope, a Board-approved treatment provider in Mason, Ohio, he left that facility on or about November 18, 2011, before successfully completing the recommended treatment program. Dr. Bierer further admits that after entering residential treatment for chemical dependency on or about November 21, 2011, at Shepherd Hill, a Board-approved treatment provider in Newark, Ohio, he was discharged, treatment complete, on or about January 27, 2012. Dr. Bierer states, and the Board acknowledges receipt of information to support, that since being discharged from Shepherd Hill, he has remained compliant with the aftercare contract he entered on or about April 17, 2012, including attending and participating in at least three 12-step meetings per week, attending at least one aftercare meeting per week, and submitting to random drug and alcohol testing. Dr. Bierer admits that the aforementioned aftercare contract remains in effect.

Dr. Bierer states, and the Board acknowledges receipt of information to support, that he has been diagnosed with depression, which is currently in remission. Dr. Bierer further states, and the Board acknowledges receipt of information to support, that he is treating with a therapist; he sees a psychiatrist for medication management; and he is in compliance with his mental health treatment plan.

Dr. Bierer states, and the Board acknowledges, that Richard N. Whitney, M.D., Medical Director -- Addiction Services at Shepherd Hill, and Michael A. Gureasko, M.D., Medical Director of Gateways, a Board-approved treatment provider in Cincinnati, Ohio, have each provided a written report indicating that Dr. Bierer's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place. These conditions include the requirement that Dr. Bierer continue treating with his mental health professionals and that he continue to maintain compliance with his mental health treatment plan.

Accordingly, Dr. Bierer states, and the Board acknowledges receipt to information to support, that Dr. Bierer has substantially fulfilled the conditions for reinstatement of his certificate to practice osteopathic medicine and surgery in the State of Ohio, as established in the above-referenced November 2011 Step I Consent Agreement.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of Dr. Bierer to practice osteopathic medicine and surgery in the State of Ohio shall be REINSTATED, and Dr. Bierer knowingly and

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voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Bierer shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.
2. Dr. Bierer 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 date his quarterly declaration would have been due pursuant to his November 2011 Step I Consent Agreement with the Board, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Bierer shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his November 2011 Step I Consent Agreement with the Board. 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. Dr. Bierer shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Bierer resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Bierer may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Bierer is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.
5. In the event Dr. Bierer 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.

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MONITORING OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

6. Dr. Bierer shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, on the date upon which Dr. Bierer's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Bierer shall make his patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
7. Dr. Bierer shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Bierer to administer or personally furnish controlled substances, Dr. Bierer shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board and shall be submitted to the Board no later than the date upon which Dr. Bierer's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Bierer shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board immediately upon request.

Sobriety

8. Dr. Bierer shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Bierer's history of chemical dependency and mental health history. Further, in the event that Dr. Bierer is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Bierer shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Bierer received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Bierer shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.
9. Dr. Bierer shall abstain completely from the use of alcohol.

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Drug and Alcohol Screens/Drug Testing Facility and Collection Site

10. Dr. Bierer shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Bierer 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, and shall include Dr. Bierer's drug(s) of choice.

Dr. Bierer shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Bierer acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 11 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Bierer shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Bierer shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Bierer shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the

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urine screening process in the manner required by this Consent Agreement. Further, Dr. Bierer shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Bierer and the Board-approved drug testing facility and/or collection site. Dr. Bierer's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement. However, Dr. Bierer and the Board further agree that in the event Dr. Bierer previously entered into the aforementioned financial and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Bierer is currently participating in an ongoing urine screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Bierer shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; 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, Dr. Bierer and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Bierer shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Bierer must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Bierer shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Bierer acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. Dr. Bierer and the Board agree that it is the intent of this Consent Agreement that Dr. Bierer shall submit his urine specimens to the Board-approved drug testing facility

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and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Bierer, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Bierer:

- a. Within thirty days of the date upon which Dr. Bierer is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Bierer, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Bierer shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Bierer's residence or employment location, or to a physician who practices in the same locale as Dr. Bierer. Dr. Bierer shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; 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, Dr. Bierer acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
- b. Dr. Bierer shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Bierer must immediately notify the Board in writing. Dr. Bierer shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Bierer shall immediately commence urine screening at the Board-approved drug testing facility and collection site

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chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Bierer.

- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Bierer's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
12. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Bierer's quarterly declaration. It is Dr. Bierer's responsibility to ensure that reports are timely submitted.
13. The Board retains the right to require, and Dr. Bierer agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Bierer, or for any other purpose, at Dr. Bierer's expense upon the Board's request and without prior notice. Dr. Bierer's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Mental Health Treatment

14. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the Board, Dr. Bierer shall undergo and continue psychiatric treatment, including individual psychotherapy, at least once a month, or as otherwise directed by the Board. Dr. Bierer shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered. Dr. Bierer 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. Bierer's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Bierer's compliance with his treatment plan; Dr. Bierer's mental status; Dr. Bierer's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Bierer shall ensure that his treating psychiatrist

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immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Bierer is unable to practice due to his psychiatric or mental health disorder. It is Dr. Bierer's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Bierer's quarterly declaration.

The psychotherapy required as part of Dr. Bierer's psychiatric treatment pursuant to this paragraph may be delegated by Dr. Bierer's treating psychiatrist to an appropriately licensed mental health professional approved in advance by the Board, so long as Dr. Bierer's treating psychiatrist oversees/supervises such psychotherapy; includes information concerning Dr. Bierer's participation and progress in psychotherapy in his or her quarterly reports; and continues to meet personally with Dr. Bierer at least once every three months. Should the psychotherapy required pursuant to this provision be delegated to a licensed mental health professional, Dr. Bierer 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. Bierer's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Bierer's compliance with his treatment plan; Dr. Bierer's mental status; Dr. Bierer's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Bierer shall ensure that his treating licensed mental health professional immediately notifies the Board of his failure to comply with his psychotherapy treatment plan and/or any determination that Dr. Bierer is unable to practice due to his psychiatric disorder. These psychotherapy reports shall be in addition to the reports submitted by Dr. Bierer's treating psychiatrist. It is Dr. Bierer's responsibility to ensure that all quarterly reports are received in the Board's offices no later than the due date for Dr. Bierer's quarterly declaration.

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

The Board expressly reserves the right to disapprove any psychiatrist proposed to serve as Dr. Bierer's designated treating psychiatrist and/or any licensed

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mental health professional proposed to serve as Dr. Bierer's designated treating licensed mental health professional, or to withdraw approval of any such psychiatrist or licensed mental health professional previously approved to serve as Dr. Bierer's designated treating psychiatrist or licensed mental health professional, in the event that the Secretary and Supervising Member of the Board determine that any such psychiatrist or licensed mental health professional has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Monitoring Physician

15. Before engaging in any osteopathic medical practice, Dr. Bierer shall submit to the Board in writing 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. Bierer and who is engaged in the same or similar practice specialty.

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

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

The Board expressly reserves the right to disapprove any person proposed to serve as Dr. Bierer's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Bierer's designated monitoring physician, in the event that the Secretary and Supervising Member

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of the Board determine that any such monitoring physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Rehabilitation Program

16. Dr. Bierer shall 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. Bierer shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Bierer's quarterly declarations.

Aftercare

17. Dr. Bierer shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
18. Dr. Bierer shall maintain continued compliance with the terms of the aftercare contract entered into with a Board-approved treatment provider, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

19. Dr. Bierer 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. Bierer's chemical dependency, mental health, 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. To the extent permitted by law, 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. Bierer 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.

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Required Reporting by Licensee

20. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Bierer shall promptly 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. In the event that Dr. Bierer provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Bierer shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Bierer shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

21. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Bierer further agrees to provide a copy of this Consent Agreement 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. Bierer shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original

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facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

22. Dr. Bierer shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Bierer treatment, evaluation or monitoring for his chemical dependency, mental health, or related conditions. Further, Dr. Bierer shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
23. Dr. Bierer shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Bierer 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. Bierer has violated any term, condition or limitation of this Consent Agreement, Dr. Bierer 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.

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DURATION/MODIFICATION OF TERMS

Dr. Bierer shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Bierer shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Bierer may make such request with the mutual approval and joint recommendation of the Secretary and Supervising Member. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

In the event that the Board initiates future formal proceedings against Dr. Bierer, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Bierer and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Bierer 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. Bierer 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. Bierer 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.

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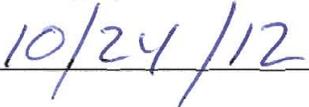
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EFFECTIVE DATE

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.



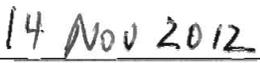
CRAIG L. BIERER, D.O.



DATE



J. CRAIG STRAFFORD, M.D., M.P.H.
Secretary



DATE



MARK A. BECHTEL, M.D.
Supervising Member



DATE



MARK R. BLACKMER
Enforcement Attorney



DATE

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STATE MEDICAL BOARD
OF OHIO

STEP I
CONSENT AGREEMENT
BETWEEN
CRAIG L. BIERER, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Bierer 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 violation of Section 4731.22(B)(26), Ohio Revised Code, for "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 Section 4731.22(B)(26), 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. Bierer is licensed to practice osteopathic medicine and surgery in the State of Ohio, License number 34.008396.
- D. Dr. Bierer states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Bierer admits that he is alcohol dependent and that he initially entered treatment in August 2001 for alcohol dependency at the Cleveland Clinic, a Board-approved treatment provider in Cleveland, Ohio. Dr. Bierer further admits that after successfully completing treatment at the Cleveland Clinic, he relapsed on alcohol in or around

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November 2003. After his relapse, Dr. Bierer admits that he entered treatment in December 2003 at Shepherd Hill, a Board-approved treatment provider in Newark, Ohio. Dr. Bierer further admits that on or about January 14, 2004, he entered into a Step I Consent Agreement with the Board, which suspended his certificate to practice for an indefinite period of time, but not less than 90 days, based on his violation of Sections 4731.22(B)(26) and (B)(5), Ohio Revised Code. Dr. Bierer further admits that on or about June 9, 2004, he entered into a Step II Consent Agreement with the Board, which reinstated his certificate to practice pursuant to certain probationary terms, conditions and limitations. Dr. Bierer states that he successfully completed probation and that in June 2009 the Board granted his request to be released from the terms of the aforesaid Step II Consent Agreement.

Dr. Bierer admits that on or about October 15, 2011, he relapsed on alcohol. Dr. Bierer further admits that on or about October 31, 2011, he reported to the Board that he had relapsed, and that he had entered inpatient treatment at the Lindner Center of Hope, a Board-approved treatment provider in Mason, Ohio, on or about October 28, 2011. Dr. Bierer specifically attests that his relapse was limited to the consumption of alcohol, and expressly denies that his relapse included the use of any mood-altering substances other than alcohol. Dr. Bierer further attests that following his relapse, he never consumed alcohol while on call, and he did not provide care to patients while under the influence of alcohol or controlled substances.

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. Bierer knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Bierer to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than one year.

Obey all Laws

2. Dr. Bierer shall obey all federal, state, and local laws.

Sobriety

3. Dr. Bierer shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Bierer's history of chemical dependency. Further, in the event that Dr. Bierer is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Bierer shall notify

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the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Bierer received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Bierer shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

4. Dr. Bierer shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Bierer shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Bierer resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Bierer may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Bierer is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Releases: Quarterly Declarations and Appearances

6. Dr. Bierer 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. Bierer'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. To the extent permitted by law, 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. Bierer 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.
7. Dr. Bierer shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the

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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, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

8. Dr. Bierer 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; Drug Testing Facility and Collection Site

9. Dr. Bierer shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Bierer 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, and shall include Dr. Bierer's drug(s) of choice.

Dr. Bierer shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Bierer acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 10 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Bierer shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Bierer shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with

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the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Bierer shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Bierer shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Bierer and the Board-approved drug testing facility and/or collection site. Dr. Bierer's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement.

Dr. Bierer shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; 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, Dr. Bierer and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Bierer shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Bierer must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Bierer shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Bierer acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

10. Dr. Bierer and the Board agree that it is the intent of this Consent Agreement that Dr. Bierer shall submit his urine specimens to the Board-approved drug testing facility and

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collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Bierer, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Bierer:

- a. Within thirty days of the date upon which Dr. Bierer is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Bierer, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Bierer shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Bierer's residence or employment location, or to a physician who practices in the same locale as Dr. Bierer. Dr. Bierer shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; 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, Dr. Bierer acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
- b. Dr. Bierer shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Bierer must immediately notify the Board in writing. Dr. Bierer shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Bierer shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Bierer.

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- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Bierer's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
11. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Bierer's quarterly declaration. It is Dr. Bierer's responsibility to ensure that reports are timely submitted.
12. The Board retains the right to require, and Dr. Bierer agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Bierer, or for any other purpose, at Dr. Bierer's expense upon the Board's request and without prior notice. Dr. Bierer's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Rehabilitation Program

13. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer 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. Bierer shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Bierer's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Bierer shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract, provided that, where the terms of the aftercare contract conflict with the terms of this Consent Agreement, the terms of this Consent Agreement shall control.

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CONDITIONS FOR REINSTATEMENT

15. The Board shall not consider reinstatement or restoration of Dr. Bierer's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:
- a. Dr. Bierer shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Bierer 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. Bierer has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical abuse/dependence, as set forth in Rules 4731-16-02 and 4731-16-08, Ohio Administrative Code, completed consecutively.
 - ii. Evidence of continuing full compliance with, or successful completion of, 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. Bierer'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. Bierer. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Bierer 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. Bierer, and any conditions, restrictions, or limitations that should be imposed on Dr. Bierer's practice. The reports shall also describe the basis for the evaluator's determinations.

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All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

- v. In the event that the Board initiates future formal proceedings against Dr. Bierer, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Bierer shall be ineligible for reinstatement until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.
- c. Dr. Bierer shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Bierer are unable to agree on the terms of a written Consent Agreement, then Dr. Bierer 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. The Board shall provide notice to Dr. Bierer that said hearing has been scheduled, advising Dr. Bierer of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement of Dr. Bierer's certificate to practice osteopathic 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. Bierer 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. Bierer has maintained sobriety.

- 16. In the event that Dr. Bierer has not been engaged in the active practice of osteopathic 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. Bierer's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

- 17. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer shall provide a copy of this Consent Agreement to all employers or entities with which he is

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CRAIG L. BIERER, D.O.
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under contract to provide health care services (including but not limited to third party payors) or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Bierer shall promptly 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. In the event that Dr. Bierer provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Bierer shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Bierer shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

18. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Bierer further agrees to provide a copy of this Consent Agreement 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. Bierer shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
19. Dr. Bierer shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Bierer chemical dependency treatment or monitoring. Further, Dr. Bierer shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the

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return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

20. Dr. Bierer shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

DURATION/MODIFICATION OF TERMS

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties. In the event that the Board initiates future formal proceedings against Dr. Bierer, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Bierer and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

FAILURE TO COMPLY

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

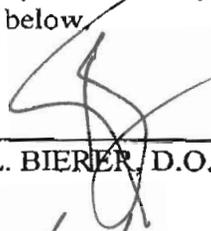
Dr. Bierer hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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CRAIG L. BIERER, D.O.
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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. Bierer 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.



CRAIG L. BIERER, D.O.

DATE

11/3/11



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

DATE

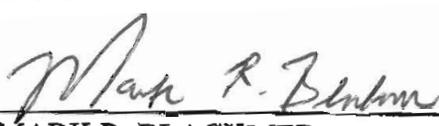
Nov. 9, 2011



JACK C. AMATO, M.D.
Supervising Member

DATE

11/9/11



MARK R. BLACKMER
Enforcement Attorney

DATE

November 7, 2011

STATE MEDICAL BOARD
OF OHIO

2004 JUN -7 A 10: 46

STEP II
CONSENT AGREEMENT
BETWEEN
CRAIG L. BIERER, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Craig L. Bierer, D.O., and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Bierer 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 violations 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)(5), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement" in securing or attempting to secure any certificate to practice issued by the Board. The Board is further empowered by Section 4731.22(A), Ohio Revised Code, to revoke or refuse to grant a certificate to a person found by the Board to have committed "fraud, misrepresentation, or deception in applying for or securing any certificate to practice or certificate of registration issued by the board."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E of the January 14, 2004, Step I Consent Agreement [January 2004 Consent Agreement] between Dr. Bierer and the Board, a copy of which is attached hereto and incorporated herein, and the violation of Sections 4731.22(A) and 4731.22(B)(5), Ohio Revised Code, as set forth in Paragraph F of the January 2004 Consent Agreement, 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.

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- 2004 JUN -7 A 10:46
- C. Dr. Bierer is applying for reinstatement of his training certificate to practice osteopathic medicine and surgery in the State of Ohio, Training Certificate #58-000448, which was suspended pursuant to the terms of the aforementioned January 2004 Step I Consent Agreement.
 - D. Dr. Bierer states that he does not hold a training certificate nor is he licensed to practice osteopathic medicine and surgery in any other state.
 - E. Dr. Bierer admits that after entering treatment at Shepherd Hill Hospital [Shepherd Hill], a Board-approved treatment provider in Newark, Ohio, on December 16, 2003, he successfully completed the requirements of residential and extended residential treatment for alcohol dependence and was discharged, treatment complete, on February 27, 2004.
 - F. Dr. Bierer states, and the Board acknowledges receipt of information to support, that he has remained compliant with the terms of the recovery plan/aftercare contract into which he entered with his treatment provider, Shepherd Hill, in February 2004 and with the terms of the advocacy contract into which he entered with the Ohio Physicians Effectiveness Program in March 2004. Dr. Bierer further states that such aftercare and advocacy contracts remain in effect to date.
 - G. Dr. Bierer further states, and the Board acknowledges, that Robert A. Liebelt, Ph.D., M.D., and Victoria L. Sanelli, M.D., of St. Thomas Medical Center, a Board-approved treatment provider in Akron, Ohio, have provided written reports indicating that Dr. Bierer's ability to practice has been assessed and that he has been found capable of practicing osteopathic medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place.
 - H. Accordingly, Dr. Bierer states and the Board acknowledges that Dr. Bierer has fulfilled the conditions for reinstatement of his training certificate to practice osteopathic medicine and surgery in the State of Ohio, as established in the above-referenced January 2004 Step I Consent Agreement.
 - I. Dr. Bierer further admits that in addition to being diagnosed with Alcohol Dependence, he has been diagnosed with Major Depressive Disorder – Recurrent and Moderate, Alcohol-Induced Mood Disorder with Depressed Mood, and as having Narcissistic Personality traits that are exacerbated by alcohol use.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the training certificate of Dr. Bierer to practice

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osteopathic medicine and surgery in the State of Ohio shall be reinstated, and Dr. Bierer knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Bierer shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.
2. Dr. Bierer 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 date his quarterly declaration would have been due pursuant to his January 2004 Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Bierer shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his January 2004 Consent Agreement with the Board. 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. Dr. Bierer shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed.
5. In the event Dr. Bierer 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 OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

6. Dr. Bierer shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, thirty days prior to Dr. Bierer's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Bierer shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.

7. Dr. Bierer shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Bierer to administer or personally furnish controlled substances, Dr. Bierer shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board thirty days prior to Dr. Bierer's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Bierer shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

Sobriety

8. Dr. Bierer shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him/her by another so authorized by law who has full knowledge of Dr. Bierer's history of chemical dependency.
9. Dr. Bierer shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

10. Dr. Bierer shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Bierer 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. Bierer 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. Bierer shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Bierer 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. Bierer. Dr. Bierer 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. Bierer shall ensure that the supervising physician provides quarterly reports to the

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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. Bierer must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Bierer 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. Bierer's quarterly declaration. It is Dr. Bierer's responsibility to ensure that reports are timely submitted.

11. In addition to the random urine screenings requirement, as set forth in Paragraph 10 above, Dr. Bierer shall submit to random saliva screenings for alcohol on a weekly basis or as otherwise directed by the Board. Dr. Bierer shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The specific type of testing device and testing ranges utilized must be acceptable to the Secretary of the Board.

Dr. Bierer shall submit the required saliva specimens to his supervising physician, as nominated and approved pursuant to the requirements of Paragraph 10. Dr. Bierer and the supervising physician shall ensure that the saliva specimens are obtained on a random basis and that the collection of the saliva specimens from Dr. Bierer is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the saliva specimens is maintained, shall conduct or oversee the remainder of the saliva screening process, and shall immediately inform the Board of any positive screening results.

Further, in the event of a positive screening result, Dr. Bierer shall immediately submit to a blood screening for alcohol. Dr. Bierer shall submit the required blood specimen to his supervising physician, as nominated and approved pursuant to the requirements of Paragraph 10. Dr. Bierer and the supervising physician shall ensure 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 the screening results.

Dr. Bierer 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

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the Board to the supervising physician, verifying whether all saliva screenings and, if applicable, blood screenings, have been conducted in compliance with this Consent Agreement; whether all saliva screenings and, if applicable, blood screenings, have been negative; and whether the supervising physician remains willing and able to continue in his or her responsibilities.

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

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

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

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

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

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While Dr. Bierer participates in a residency program accredited by the ACGME or AOA, the Board shall accept a quarterly statement from the director of Dr. Bierer's residency program addressing Dr. Bierer's performance (clinical and otherwise) in the residency program, as well as his progress and status, if timely submitted, as satisfaction of the requirements of this paragraph. Should Dr. Bierer desire to utilize this option in lieu of having a monitoring physician while he participates in a residency program, Dr. Bierer shall so notify the Board by providing a writing, signed by both himself and his residency director, to the Board before participating in the residency program. Further, should Dr. Bierer cease participation in an accredited residency or should he obtain full medical licensure in Ohio and desire to practice outside his residency, or should his residency director become unable or unwilling to serve, Dr. Bierer must immediately so notify the Board in writing and within 30 days 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. Bierer's quarterly declaration. It is Dr. Bierer's responsibility to ensure that reports are timely submitted.

Rehabilitation Program

14. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer 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. Bierer 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. Bierer's quarterly declarations.

Aftercare/Physician Health Program

15. Dr. Bierer shall maintain continued compliance with the terms of the recovery plan/aftercare contract entered into with his treatment provider and the advocacy agreement entered into with the Ohio Physicians Effectiveness Program or, if approved in advance by the Board, another physician health program, provided that, where terms of the recovery plan/aftercare contract or advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Psychiatric Treatment

16. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his/her choice. Upon approval by the Board, Dr. Bierer shall undergo and continue psychiatric treatment at least quarterly or as otherwise directed by the Board. Dr.

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Bierer shall comply with his/her psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Bierer 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. Bierer's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Bierer's compliance with his treatment plan; Dr. Bierer's mental status; Dr. Bierer's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Bierer 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. Bierer is unable to practice due to his psychiatric disorder. It is Dr. Bierer's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Bierer's quarterly declaration.

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

Releases

17. Dr. Bierer shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider 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

18. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer 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. Bierer 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.
19. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer 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

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holds any professional license. Dr. Bierer 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. Bierer shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

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

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Bierer 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. Bierer has violated any term, condition or limitation of this Consent Agreement, Dr. Bierer 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

All subsequent training certificates or other certificates that may be granted by the Board to Dr. Bierer shall be subject to the same probationary terms, conditions and limitations, unless otherwise determined by the Board, until Dr. Bierer has completed at least a five year probationary period with the Board. Dr. Bierer 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. Bierer 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. Bierer 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. Bierer 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.


CRAIG L. BIERER, D.O.

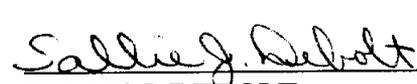
6/4/04
DATE


LANCE A. TALMAGE, M.D.
Secretary

6-9-04
DATE


RAYMOND J. ALBERT
Supervising Member

6/9/04
DATE


SALLIE J. DEBOLT
Enforcement Attorney

June 7, 2004
DATE

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State Medical Board of Ohio

77 S. High St., 17th Floor • Columbus, OH 43215-6127 • (614) 466-3934 • Website: www.state.oh.us/med/

STEP I
CONSENT AGREEMENT
BETWEEN
CRAIG L. BIERER, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO

OHIO STATE MEDICAL BOARD

JAN 13 2004

This Consent Agreement is entered into by and between Craig L. Bierer, D.O., and the State Medical Board of Ohio [the Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Bierer 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 violations 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)(5), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement" in securing or attempting to secure any certificate to practice issued by the Board. The Board is further empowered by Section 4731.22(A), Ohio Revised Code, to revoke or refuse to grant a certificate to a person found by the Board to have committed "fraud, misrepresentation, or deception in applying for or securing any certificate to practice or certificate of registration issued by the board."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E below, and the violation of Sections 4731.22(A) and 4731.22(B)(5), Ohio Revised Code, as set forth in Paragraph F 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.

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- C. Dr. Bierer holds a training certificate to practice osteopathic medicine and surgery in the State of Ohio, Training Certificate # 58-000448.
- D. Dr. Bierer states that he does not hold a training certificate nor is he licensed to practice osteopathic medicine and surgery in any other State.
- E. Dr. Bierer admits that he is alcohol dependent and that he was initially treated for alcohol dependency at the Cleveland Clinic Foundation [Cleveland Clinic], a Board approved treatment provider, in August 2001. Dr. Bierer further admits that he subsequently attended Caduceus for at least one year, attended Alcohol Anonymous, and participated in the Ohio Physicians Effectiveness Program.

Further, Dr. Bierer admits that he relapsed on alcohol in or about November 2003. Dr. Bierer further admits that on or about December 9, 2003, while in an inebriated state, he was admitted to the Summa Health System detoxification unit at St. Thomas Medical Center [St. Thomas] in Akron, Ohio, and that he left the St. Thomas detoxification unit without being discharged. Dr. Bierer further admits that he returned to St. Thomas the following day, whereupon he was admitted to the psychiatric unit for his protection due to his impulsiveness and reported suicide attempts while intoxicated. Dr. Bierer further admits that he was discharged from St. Thomas on December 16, 2003, and that his diagnoses, as reflected in his discharge summary from St. Thomas, include alcohol withdrawal, alcohol dependence, and alcohol induced mood disorder with depressed mood. Further, Dr. Bierer admits that on December 16, 2003, he entered Shepherd Hill Hospital, a Board approved treatment provider, in Newark, Ohio, where he is currently a patient.

Further, Dr. Bierer admits, and the Board acknowledges, that he self-reported his relapse to the Board.

- F. Dr. Bierer admits that on his Application for a Training Certificate, which he signed on June 1, 2000, he answered "No" to Question 15, concerning whether he had ever been convicted or found guilty of a violation of any law, other than a minor traffic violation. Dr. Bierer further admits that, in fact, on or about July 17, 1999, he was arrested for Driving Under the Influence of alcohol [DUI] and that, in Cuyahoga Falls Municipal Court, Cuyahoga Falls, Ohio, he subsequently pled No Contest and was found guilty of DUI.

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. Bierer knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

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REPRIMAND

1. Dr. Bierer is hereby REPRIMANDED for the violations set forth in paragraph F above.

SUSPENSION OF TRAINING CERTIFICATE

2. The training certificate of Dr. Bierer to practice osteopathic medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than 90 days. During such suspension period, Dr. Bierer shall be ineligible to receive or hold any other certificate issued by the Board.

Sobriety

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

Releases; Quarterly Declarations and Appearances

5. Dr. Bierer 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. Bierer'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. Bierer 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.
6. Dr. Bierer 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.

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

7. Dr. Bierer 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

8. Dr. Bierer shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Bierer 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. Bierer 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. Bierer shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Bierer 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. Bierer. Dr. Bierer 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. Bierer 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. Bierer must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Bierer 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.

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

Rehabilitation Program

9. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer 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. Bierer 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. Bierer's quarterly declarations.

**CONDITIONS FOR CONSIDERATION FOR REINSTATEMENT, RENEWAL, OR
ISSUANCE OF CERTIFICATE**

10. The Board shall not consider reinstatement or renewal of Dr. Bierer's certificate to practice osteopathic medicine and surgery or issuance of any other certificate to Dr. Bierer until all of the following conditions are met:
- a. Dr. Bierer 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. Bierer 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 such a 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. Bierer 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.

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- iv. Two written reports indicating that Dr. Bierer'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. Bierer. Prior to the assessments, Dr. Bierer 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. Bierer, and any conditions, restrictions, or limitations that should be imposed on Dr. Bierer'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 or renewal.

- c. Dr. Bierer shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Bierer are unable to agree on the terms of a written Consent Agreement, then Dr. Bierer 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. Bierer's training certificate to practice osteopathic medicine and surgery in this state or issuance of any other certificate to Dr. Bierer 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 renewal of his training certificate or issuance of another license by this Board to him, 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. Bierer 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. Bierer has maintained sobriety.

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

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REQUIRED REPORTING BY LICENSEE

12. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer 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. Bierer 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 or renewal of any professional license. Further, Dr. Bierer shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
13. Within thirty days of the effective date of this Consent Agreement, Dr. Bierer 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. Bierer 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.

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. Bierer 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. Bierer 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. Bierer hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

OHIO STATE MEDICAL BOARD

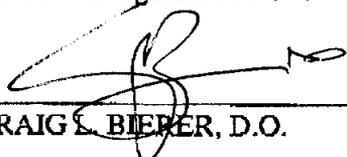
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This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Bierer acknowledges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



CRAIG L. BIERER, D.O.



LANCE A. TALMAGE, M.D.
Secretary

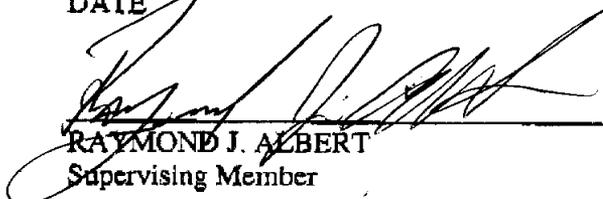
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DATE

1-14-04

DATE

Attorney for Dr. Bierer

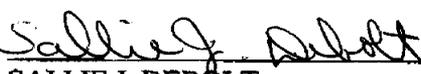


RAYMOND J. ALBERT
Supervising Member

DATE

1/14/04

DATE



SALLIE J. DEBOLT
Enforcement Attorney

Jan. 13, 2004

DATE