

**STEP II
CONSENT AGREEMENT
BETWEEN
CAREY KATHLEEN GROSS, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Gross enters into this Consent Agreement being fully informed of her rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), 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;" Section 4731.22(B)(15), Ohio Revised Code, "[v]iolation of the conditions of limitation placed by the board upon a certificate to practice;" Section 4731.22(B)(5), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board;" and/or Section 4731.22(B)(22), Ohio Revised Code, "[a]ny of the following actions taken by an agency responsible for authorizing, certifying, or regulating an individual to practice a health care occupation or provide health care services in this state or another jurisdiction, for any reason other than the nonpayment of fees: the limitation, revocation, or suspension of an individual's license to practice; acceptance of an individual's license surrender; denial of a license; refusal to renew or reinstate a license; imposition of probation; or issuance of an order of censure or other reprimand."

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- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26), (B)(15), (B)(5), and (B)(22). Ohio Revised Code, as set forth in Paragraph E., below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Gross is seeking a new certificate to practice osteopathic medicine and surgery in the State of Ohio, after her training certificate, license number 58.002297, was indefinitely suspended, but not less than ninety days, pursuant to the Step I Consent Agreement Between Cary Kathleen Gross, D.O., and the State Medical Board of Ohio [July 2010 Step I Consent Agreement], effective July 17, 2010. Dr. Gross had entered the July 2010 Step I Consent Agreement with the Board after having a first relapse in violation of her previous March 14, 2007 Probationary Consent Agreement [March 2007 Consent Agreement].
- D. Dr. Gross states that she is also licensed to practice osteopathic medicine and surgery with conditions in the State of Florida, which she received after her Ohio training certificate had been suspended.
- E. Dr. Gross admits that after entering residential treatment on or about June 28, 2010, at the Woods at Parkside [Parkside], Columbus, Ohio, a Board-approved treatment provider, she was discharged treatment complete on or about July 14, 2010, with diagnoses of Alcohol Dependence with relapse, Depressive Disorder, and Generalized Anxiety Disorder. Dr. Gross states that prior to her relapse which was addressed in her July 2010 Step I Consent Agreement, she had over one year of sobriety, and that as such, the Board-approved treatment provider had the ability under the Board rules to prescribed the required time for her residential treatment. Dr. Gross states, and the Board acknowledges receipt of information to support, that since her discharge from Parkside, she has remained compliant with the terms of her aftercare contract she entered into with Parkside on or about July 26, 2010, which was transferred to and monitored by the Physician's Recovery Network [PRN] in the State of Florida, where she was participating in a fellowship.

Dr. Gross states, and the Board acknowledges, that Theodore R. Treese, M.D., and Sayonara Baez, M.D., psychiatrists knowledgeable in the area of addictionology who were approved by the Board to provide assessments of Dr. Gross, have evaluated Dr. Gross with respect to her ability to practice. Dr. Gross states, and the Board acknowledges receipt of information to support, that Dr. Treese and Dr. Baez have both provided written reports opining that Dr. Gross is capable of practicing osteopathic medicine and surgery according to acceptable and prevailing standards of care, as long as certain treatment and monitoring conditions are in place, including continued monitoring by the Board, by the PRN program, and undergoing random

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EtG in addition to her urine screens. Dr. Gross states, and the Board acknowledges, that Dr. Treese provided information that the Florida PRN is monitoring Dr. Gross's condition as relates to anxiety as a relapse potential and that this issue can be addressed through monitoring and the AA program, and that Dr. Treese recommends that Dr. Gross attend AA at least five times per week.

Dr. Gross states that upon applying for licensure with the State of Florida Board of Osteopathic Medicine [Florida Board], she was under the terms of the Ohio March 2007 Consent Agreement and failed to inform the Florida Board of such fact. Dr. Gross admits that her failure to provide that information to the Florida Board violated Section 459.015(1)(ii), Florida Statutes. Dr. Gross states, and the Board acknowledges, that on or about June 14, 2010, the Florida Board entered a Notice of Intent to Approve Licensure with Conditions [Florida Order], wherein her application for Florida licensure was approved under conditions including that she maintain full compliance with the monitoring restrictions and restrictions of her Ohio license, that she obtain an evaluation from the Florida PRN, and that the Florida Board chair review and approve the PRN report prior to Dr. Gross starting her training program in Florida. Dr. Gross states that the Florida Order did not constitute disciplinary action against her license, and that she was subsequently admitted to and practiced in her training program in Florida, where she currently lives and continues to be monitored by the PRN in that state. A copy of the Florida Order is attached hereto and incorporated herein.

Accordingly, Dr. Gross states, and the Board acknowledges receipt of information to support, that Dr. Gross has fulfilled the conditions of the July 2010 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, Dr. Gross shall be GRANTED a certificate to practice osteopathic medicine and surgery in the State of Ohio, provided she otherwise meets all statutory and regulatory requirements, and upon receipt of all necessary and appropriate documentation. Further, Dr. Gross knowingly and voluntarily agrees with the Board that said certificate to practice osteopathic medicine and surgery shall be subject to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Gross shall obey all federal, state, and local laws, all rules governing the practice of osteopathic medicine in Ohio, and all terms and conditions of her Florida Order and all requirements of the Florida PRN.
2. Dr. Gross 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

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received in the Board's offices on the date her quarterly declaration would have been due pursuant to her July 2010 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. Gross 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 her appearance would have been scheduled pursuant to her July 2010 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. Provided that Dr. Gross continues to live and practice in Florida, and continues to be monitored by the PRN in that state, Dr. Gross will not be required to obtain permission from the Ohio Board for departures or absences, and such period(s) of residency and/or practice in the state of Florida shall reduce the probationary term required pursuant to this Consent Agreement. However, in the event that Dr. Gross relocates to Ohio, whether to reside and/or practice, Dr. Gross 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. Gross 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. Gross may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Gross 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. Gross 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. Gross 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. Gross's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Gross shall make her patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
7. Dr. Gross 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. Gross to administer or personally furnish controlled substances, Dr. Gross 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. Gross's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Gross shall make her 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. Gross shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of Dr. Gross's history of chemical dependency and her diagnosis of Generalized Anxiety Disorder. Further, in the event that Dr. Gross is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Gross shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Gross received; the medical purpose for which she 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 her, Dr. Gross 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. Gross shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Drug Testing Facility and Collection Site

10. Dr. Gross shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Gross shall ensure that all

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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. Gross's drug(s) of choice.

Dr. Gross 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. Gross acknowledges that she 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. Gross shall submit, at her expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Gross shall be negative, except for those substances prescribed, administered, or dispensed to her 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 she 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. Gross 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. Gross shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Gross and the Board-approved drug testing facility and/or collection site. Dr. Gross'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. Gross and the Board further agree that in the event Dr. Gross previously entered into the aforementioned financial

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and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Gross is currently participating in an ongoing urine screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Gross 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. Gross 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. Gross 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. Gross must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Gross 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. Gross 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.

As long as Dr. Gross neither resides nor practices in Ohio, and continues to be monitored by the Florida PRN, all such urine screens for drugs and alcohol shall be conducted through drug testing acceptable to the Florida PRN. Dr. Gross shall assure that her quarterly reports contain a statement from the Florida PRN indicating whether she has remained compliant with the terms of her Florida PRN monitoring contract and requirements and shall specifically indicate whether all urine screens have been negative. All reports from the Florida PRN must be received in the Board's offices no later than the due date for Dr. Gross's quarterly declaration. It is Dr. Gross's responsibility to ensure that reports are timely submitted. Moreover, should Dr. Gross cease being monitored by the Florida PRN prior to the termination of this Consent Agreement, she shall immediately commence random urine screens as otherwise set forth in this Consent Agreement.

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11. Dr. Gross and the Board agree that it is the intent of this Consent Agreement that Dr. Gross shall submit her urine specimens to the Board-approved drug testing facility 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. Gross, 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. Gross:
 - a. Within thirty days of the date upon which Dr. Gross 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. Gross, she 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. Gross 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. Gross's residence or employment location, or to a physician who practices in the same locale as Dr. Gross. Dr. Gross 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. Gross 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. Gross 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. Gross must immediately notify the Board in writing. Dr. Gross 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 her urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Gross shall immediately commence

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- 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. Gross.
- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Gross's designated alternate drug testing facility and/or collection site, or any person proposed to serve as her 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.
- e. In the event that the Board approved an alternate drug testing facility and/or collection site, or a supervising physician, pursuant to the July 2010 Step I Consent Agreement between Dr. Gross and the Board, Dr. Gross and the Board agree that the entity, facility or person previously approved by the Board to so serve pursuant to the July 2010 Step I Consent Agreement is hereby approved to continue as Dr. Gross's designated alternate drug testing facility and collection site or as her supervising physician under this Consent Agreement.
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. Gross's quarterly declaration. It is Dr. Gross's responsibility to ensure that reports are timely submitted.
13. The Board retains the right to require, and Dr. Gross 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. Gross, or for any other purpose, at Dr. Gross's expense upon the Board's request and without prior notice. Dr. Gross'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.

Monitoring Physician

14. Before engaging in any medical practice in Ohio, Dr. Gross 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. Gross and who is engaged in the same or similar practice specialty.

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Gross must immediately so notify the Board in writing. In addition, Dr. Gross 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. Gross 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. Gross's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Gross's designated monitoring physician, in the event that the Secretary and Supervising Member 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

15. Dr. Gross shall maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than five times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Gross 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. Gross's quarterly declarations.

Aftercare

16. Dr. Gross shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.

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17. Dr. Gross 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

18. Dr. Gross shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, to the Board, by any and all parties that provide treatment or evaluation for Dr. Gross's chemical dependency related conditions, and/or for her psychiatric condition, the Physicians Recovery Network in the state of Florida, 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. Gross further agrees to provide the Board written consent permitting any treatment provider from whom she obtains treatment, mental health provider, or the PRN to notify the Board in the event she 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.

Required Reporting by Licensee

19. Within thirty days of the effective date of this Consent Agreement, Dr. Gross shall provide a copy of this Consent Agreement to all employers or entities with which she 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 she has privileges or appointments. Further, Dr. Gross shall promptly provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments. In the event that Dr. Gross 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. Gross shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Gross 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

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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. Within thirty days of the effective date of this Consent Agreement, Dr. Gross shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which she currently holds any license or certificate. Dr. Gross further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which she applies for any professional license or for reinstatement of any professional license. Further, Dr. Gross 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. Dr. Gross shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Gross chemical dependency treatment or monitoring. Further, Dr. Gross 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.
22. Dr. Gross shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

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FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Gross 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. Gross has violated any term, condition or limitation of this Consent Agreement, Dr. Gross agrees that the violation, as alleged, also constitutes clear and convincing evidence that her continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

Dr. Gross shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Gross shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Gross 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. Gross, 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. Gross and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Gross acknowledges that she has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

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. Gross hereby releases the Board, its members, employees, agents, officers and representatives

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

EFFECTIVE DATE

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



CAREY KATHLEEN GROSS, D.O.

4-1-12

DATE



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

11 April 2012

DATE



ERIC J. PLINKE, ESQ.
Attorney for Dr. Gross

4/9/12

DATE



JACK C. AMATO, M.D. *Lance A. Tulmage, MD*
Supervising Member *Acting Supervising Member*

4-11-12

DATE



KAREN MORTLAND
Enforcement Attorney

4/9/12

DATE

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STEP I
CONSENT AGREEMENT
BETWEEN
CAREY KATHLEEN GROSS, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO

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Dr. Gross enters into this Consent Agreement being fully informed of her rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), 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;" Section 4731.22(B)(15), Ohio Revised Code, "[v]iolation of the conditions of limitation placed by the board upon a certificate to practice;" and/or Section 4731.22(B)(5), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure 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 Sections 4731.22(B)(26), (B)(15), and (B)(5), 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. Gross holds a training certificate to practice osteopathic medicine and surgery in the State of Ohio, certificate number 58.002297, which is subject to the terms of a

Probationary Consent Agreement Between Carey Kathleen Gross, D.O., and the State Medical Board of Ohio, effective March 14, 2007 [March 2007 Consent Agreement]. A copy of the March 2007 Consent Agreement is attached hereto and incorporated herein.

- D. Dr. Gross states that she is not licensed to practice in any other state or jurisdiction.
- E. Dr. Gross admits that she has previously been diagnosed with alcohol dependency and that under terms of her March 2007 Consent Agreement, she is required to abstain completely from the use of alcohol. Dr. Gross admits that despite this provision, on or about the September 10, 2009, she consumed alcohol and consumed alcohol on two other occasions through on or about June 21, 2010. Dr. Gross admits that her consumption of alcohol constitutes a relapse. Dr. Gross admits further that on or about June 22, 2010, she entered Good Samaritan Hospital, Cincinnati, Ohio, a provider not approved by this Board, where she underwent treatment for detoxification. Dr. Gross admits further that on or about June 28, 2010, she entered treatment at The Woods at Parkside, Columbus, Ohio, a Board-approved treatment provider. Dr. Gross admits that she is currently impaired in her ability to practice osteopathic medicine and surgery according to acceptable and prevailing standards of care due to her diagnosis of alcohol dependence and her relapse.

Dr. Gross admits that under the terms of her March 2007 Consent Agreement, she is required to submit quarterly declarations stating whether she is in compliance with all the conditions of such consent agreement. Dr. Gross admits that in her Declarations of Compliance submitted to this Board on or about December 1, 2009, March 10, 2010, and June 8, 2010, she stated that she is in compliance with the terms of her March 2007 Consent Agreement, when, in fact, she had failed to abstain from the consumption of alcohol in violation of its terms. Dr. Gross admits further that such declarations of compliance constitute false statements to the Board.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Gross knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The training certificate of Dr. Gross in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than ninety days. During such suspension, Dr. Gross shall be ineligible to receive or hold any other certificate issued by the Board. Further, the aforementioned March 2007 Consent Agreement shall terminate upon this Step I Consent Agreement becoming effective.

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Obey all Laws

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

Sobriety

3. Dr. Gross shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of Dr. Gross's history of chemical dependency. Further, in the event that Dr. Gross is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Gross shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Gross received; the medical purpose for which she 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 her, Dr. Gross 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. Gross shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Gross 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. Gross 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. Gross may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Gross 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. Gross 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. Gross's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether

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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. Gross further agrees to provide the Board written consent permitting any treatment provider from whom she obtains treatment to notify the Board in the event she 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. Gross 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, 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. Gross 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. Gross shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Gross 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. Gross's drug(s) of choice.

Dr. Gross 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. Gross acknowledges that she 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

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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. Gross shall submit, at her expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Gross shall be negative, except for those substances prescribed, administered, or dispensed to her 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 she 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. Gross 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. Gross shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Gross and the Board-approved drug testing facility and/or collection site. Dr. Gross'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. Gross 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. Gross 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. Gross 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. Gross must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Gross shall further

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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. Gross 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. Gross and the Board agree that it is the intent of this Consent Agreement that Dr. Gross shall submit her urine specimens to the Board-approved drug testing facility 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. Gross, 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. Gross:

- a. Within thirty days of the date upon which Dr. Gross 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. Gross, she 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. Gross 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. Gross's residence or employment location, or to a physician who practices in the same locale as Dr. Gross. Dr. Gross 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. Gross 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. Gross 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.

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- 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. Gross must immediately notify the Board in writing. Dr. Gross 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 her urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Gross 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. Gross.
 - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Gross's designated alternate drug testing facility and/or collection site, or any person proposed to serve as her 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. Gross's quarterly declaration. It is Dr. Gross's responsibility to ensure that reports are timely submitted.
 12. The Board retains the right to require, and Dr. Gross 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. Gross, or for any other purpose, at Dr. Gross's expense upon the Board's request and without prior notice. Dr. Gross'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. Gross 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. Gross 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. Gross's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Gross shall enter into a new 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.

CONDITIONS FOR REINSTATEMENT

15. The Board shall not consider reinstatement or restoration of Dr. Gross's training certificate, or issuance of any other certificate, until all of the following conditions are met:
 - a. Dr. Gross shall submit an application for reinstatement or restoration of her training certificate or an application for other licensure, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Gross shall demonstrate to the satisfaction of the Board that she can resume practice in compliance with acceptable and prevailing standards of care under the provisions of her 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. Gross 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, entered into on or after the effective date of this Consent Agreement. 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. Gross's ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by

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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. Gross. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Gross shall provide the evaluators with copies of patient records from any evaluations and/or treatment that she 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. Gross, and any conditions, restrictions, or limitations that should be imposed on Dr. Gross'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. 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. Gross, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Gross shall be ineligible for reinstatement of her training certificate or any other licensure by the Board 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. Gross 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. Gross are unable to agree on the terms of a written Consent Agreement, then Dr. Gross 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. Gross that said hearing has been scheduled, advising Dr. Gross of her 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. Gross's training certificate or issuance of any other certificate to Dr. Gross, 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,

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upon termination of the consent agreement or Board Order, Dr. Gross 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. Gross has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

17. Within thirty days of the effective date of this Consent Agreement, Dr. Gross shall provide a copy of this Consent Agreement to all employers or entities with which she 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 she has privileges or appointments. Further, Dr. Gross shall promptly provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments. In the event that Dr. Gross 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. Gross shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Gross 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. Gross shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which she currently holds any license or certificate. Dr. Gross further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which she applies for any professional license or reinstatement

of any professional license. Further, Dr. Gross 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. Gross shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Gross chemical dependency treatment or monitoring. Further, Dr. Gross 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.
20. Dr. Gross 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. Gross, 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. Gross and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

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FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Gross 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. Gross acknowledges that she has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

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

EFFECTIVE DATE

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



CAREY KATHLEEN GROSS, D.O.



LANCE A. TALMAGE, M.D.
Secretary

7/7/10

DATE

7-14-10

DATE

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ERIC J. PLINKE, ESQ.
Attorney for Dr. Gross

7/7/10

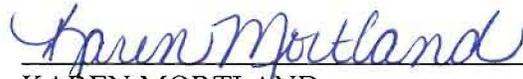
DATE



JACK C. AMATO, M.D.
Acting Supervising Member

7-15-10

DATE



KAREN MORTLAND
Enforcement Attorney

7/8/10

DATE

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**PROBATIONARY
CONSENT AGREEMENT
BETWEEN
CAREY KATHLEEN GROSS, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Gross enters into this Consent Agreement being fully informed of her rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B)(26), 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 "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 Consent Agreement.
- C. Dr. Gross holds a training certificate to practice osteopathic medicine and surgery in the State of Ohio, certificate number 58.002297.
- D. Dr. Gross states that she does not hold a training certificate, nor is she licensed, to practice osteopathic medicine in any other state or jurisdiction.
- E. Dr. Gross admits that, on or about December 4, 2004, in Lakewood, Ohio, [Lakewood], while a fourth-year osteopathic medical student, she was arrested and charged with Operating a Motor Vehicle Under the Influence of Alcohol and/or Drugs of Abuse [OMVI], in violation of Section 4511.19, Ohio Revised Code, and

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Following Too Closely, in violation Section 331.09 of the Lakewood Codified Ordinances, after causing a non-injury motor vehicle accident whereby she rear-ended an automobile that had been stopped at a traffic light. Dr. Gross admits shortly after the accident, her blood alcohol content was measured at 0.233%, and that on or about February 17, 2005, she pled no contest to, and was found guilty of, OMVI.

Dr. Gross admits that she has a history of alcohol consumption dating from high school, that she has experienced black-outs and binge-drinking, and that her drug of choice is alcohol. Dr. Gross admits that in or about July 2004, she experienced a cardiac event for which she received treatment including cardioversion and implantation of a defibrillator, and subsequently she increased her alcohol use in order to ease her anxiety.

Dr. Gross admits that on or about July 19, 2005, she voluntarily presented herself to the Cleveland Clinic Foundation, Cleveland, Ohio [Cleveland Clinic], a Board-approved treatment provider, in order to obtain help with her alcohol consumption. Dr. Gross states, and the Board is in receipt of information to support, that she was admitted to the residential program at the Cleveland Clinic on or about July 19, 2005, and that she was discharged on or about August 16, 2005, treatment complete, with diagnoses of alcohol dependence and atypical depression.

Dr. Gross states, and the Board is in receipt of information to support, that on or about August 16, 2005, she entered into an Aftercare Contract with the Cleveland Clinic, whereby she agreed to terms including complete abstinence from alcohol and substances of abuse; attendance at Caduceus meetings weekly for two years; documented participation in twelve-step meetings three times per week; and attendance at a minimum of 104 aftercare meetings for a minimum of two years. Dr. Gross states, and the Board is in receipt of information to support, that she remained compliant with the terms of her Cleveland Clinic Aftercare Contract until in or about August 2006, when she left Cleveland to begin a residency at the University of Cincinnati, Cincinnati, Ohio. Dr. Gross states that she has been abstinent from alcohol and mood-altering substances since her treatment in July 2005, but acknowledges that there is no corroboration or indication of compliance with the terms of her Cleveland Clinic Aftercare Contract after July 2006.

Dr. Gross states, and the Board is in receipt of information to support, that on or about January 23, 2007, she entered into an Aftercare Contract with The Center for Chemical Addictions Treatment, Cincinnati, Ohio [CCAT], a Board-approved treatment provider, whereby she agreed to terms including complete abstinence from alcohol and substances of abuse; attendance at 104 aftercare group meetings for a minimum of two years; submission of periodic, random, unannounced blood or urine screens; and documented attendance at three or more twelve-step meetings per week.

Dr. Gross states, and the Board is in receipt of information to support, that on or about November 1, 2006, she was evaluated by Gregory Collins, M.D., Section Head of the

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Cleveland Clinic Alcohol and Drug Recovery Center, who reported to the Board that he assessed Dr. Gross's ability to practice, and opined that she is capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions remain in place, including: that she enter into an aftercare contract in Cincinnati, where she now resides; that she attend Caduceus and A.A. meetings; and that she undergo urine toxicology screens.

Dr. Gross states, and the Board is in receipt of information to support, that on or about December 21, 2006, she was evaluated by David D. Goldberg, D.O., of Greene Memorial Hospital, Xenia, Ohio, a Board-approved treatment provider, for purposes of assessing her ability to practice. Dr. Gross admits, and the Board is in receipt of information to support, that Dr. Goldberg reported to the Board that he was not convinced that Dr. Gross accepts her diagnosis of alcohol dependency; that since she feels her alcohol consumption is a concern of the past, she appeared to be frustrated with the system followed by the Board as relates to this issue; and that she appeared to be more focused upon her future as an obstetrician/gynecologist rather than upon securing a proper and substantial early recovery. Dr. Gross states, and the Board is in receipt of information to support, that Dr. Goldberg nevertheless opined that she is capable of practicing according to acceptable and prevailing standards of care, as long as certain treatment and monitoring conditions are in place, including: participation in an aftercare program for a minimum of two years; attendance at A.A. and Caduceus meetings three or four times per week; weekly drug and alcohol screens; psychological counseling on issues relating to substance abuse weekly for a minimum of six months; and disclosure about her alcohol dependency to her residency program supervisors and mentors.

Dr. Gross asserts that her sobriety date is July 19, 2005, and expressly states that she has maintained continuous uninterrupted sobriety from all drugs and alcohol since that date.

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

1. Dr. Gross shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.
2. Dr. Gross shall submit quarterly declarations under penalty of Board disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective. Subsequent quarterly

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

3. Dr. Gross shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. Dr. Gross 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. Gross 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. Gross 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. Gross's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Gross shall make her patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Gross 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. Gross to administer or personally furnish controlled substances, Dr. Gross 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. Gross's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Gross shall make her patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

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Sobriety

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

Drug and Alcohol Screens/Supervising Physician

10. Dr. Gross shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Gross 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. Gross 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. Gross shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Gross 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. Gross. Dr. Gross 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.

The Board expressly reserves the right to disapprove any person or entity proposed to serve as Dr. Gross's designated supervising physician, or to withdraw approval of any person or entity previously approved to serve as Dr. Gross's designated supervising physician, in the event that the Secretary and Supervising Member of the Board determine that any such supervising physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

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

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

Psychiatric/Psychological Treatment and Counseling

12. Within thirty days of the effective date of this Consent Agreement, Dr. Gross shall submit to the Board for its prior approval the name and curriculum vitae of a psychologist or psychiatrist of Dr. Gross's choice who specializes in addiction treatment and counseling.

Upon approval by the Board, Dr. Gross shall undergo and continue treatment and counseling that emphasizes issues related to her chemical addiction, weekly, or as otherwise directed by the Board. Dr. Gross shall comply with her treatment plan, including taking medications as prescribed.

Dr. Gross shall continue such treatment and counseling for a minimum of six months, or until such time as the Board determines that no further treatment or counseling is necessary. To make this determination, the Board shall require reports from the approved psychologist or psychiatrist. The reports shall contain information describing Dr. Gross's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Gross's compliance with the treatment plan; Dr. Gross's status; Dr. Gross's progress in treatment; and results of any studies that have been conducted since the prior report. Dr. Gross 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. Gross's quarterly declaration.

In addition, Dr. Gross shall ensure that her psychologist or psychiatrist immediately notifies the Board of Dr. Gross's failure to comply with her treatment plan and/or any determination that Dr. Gross is unable to practice or has relapsed on alcohol or drugs.

In the event that the designated psychologist or psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Gross must immediately so notify the Board in

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writing and make arrangements acceptable to the Board for another psychologist or psychiatrist as soon as practicable. Dr. Gross shall further ensure that the previously designated psychologist or psychiatrist also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

Monitoring Physician

13. Within thirty days of the effective date of this Consent Agreement, Dr. Gross 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. Gross and who is engaged in the same or similar practice specialty.

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

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

While Dr. Gross participates in a residency program accredited by the ACGME or AOA, the Board shall accept a quarterly statement from the director of Dr. Gross's residency program, or alternatively, from the attending physician specifically designated by the residency director as the person having responsibility to directly oversee Dr. Gross's clinical rotations, addressing Dr. Gross's performance (clinical and otherwise) in the residency program, as well as her progress and status, if timely submitted, as satisfaction of the requirements of this paragraph. Should Dr. Gross desire to utilize this option in lieu of having a monitoring physician while she participates in a residency program, Dr. Gross shall so notify the Board by providing a writing, signed by both herself and her residency director, and, if applicable, by the attending physician specifically designated by the residency director as the person having responsibility to directly oversee Dr. Gross's clinical rotations, to the Board

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within thirty days of the effective date of this Consent Agreement.. Further, should Dr. Gross cease participation in an accredited residency or should she obtain full osteopathic medical licensure in Ohio and desire to practice outside her residency, or should her residency director or the designated attending physician become unable or unwilling to serve, Dr. Gross must immediately so notify the Board in writing and within thirty 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. Gross's quarterly declaration. It is Dr. Gross's responsibility to ensure that reports are timely submitted.

Rehabilitation Program

14. Within thirty days of the effective date of this Consent Agreement, Dr. Gross 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 four times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Gross 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. Gross's quarterly declarations.

Aftercare

15. Dr. Gross shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
16. Dr. Gross shall maintain continued compliance with the terms of the aftercare contract entered into with her 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

17. Dr. Gross 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. Gross's chemical dependency or related conditions, including psychiatric/psychological counseling or treatment, 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. Gross further agrees to provide the Board written consent permitting any treatment provider from whom she obtains treatment to notify the Board in the event she fails to agree to or comply with any treatment

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contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

Required Reporting by Licensee

18. Within thirty days of the effective date of this Consent Agreement, Dr. Gross shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where she has privileges or appointments. Further, Dr. Gross shall provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments.
19. Within thirty days of the effective date of this Consent Agreement, Dr. Gross shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license. Dr. Gross further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which she applies for any professional license or for reinstatement of any professional license. Further, Dr. Gross shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
20. Dr. Gross shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Gross chemical dependency treatment or monitoring.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Gross 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. Gross has violated any term, condition or limitation of this Consent Agreement, Dr. Gross agrees that the violation, as alleged, also constitutes clear and convincing evidence that her continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

All subsequent training certificates or other certificates that may be granted by the Board to Dr. Gross shall be subject to the same probationary terms, conditions and limitations, unless otherwise determined by the Board, until Dr. Gross has completed at least a five-year probationary period with the Board. Dr. Gross 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. Gross acknowledges that she has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

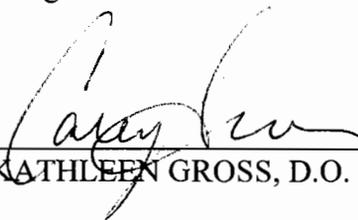
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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

EFFECTIVE DATE

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



CAREY KATHLEEN GROSS, D.O.



LANCE A. TALMAGE, M.D.
Secretary



DATE



DATE

CLEVELAND HOSPITAL CENTER

MAR 14 2007

RECEIVED


RAYMOND J. ALBERT
Supervising Member

3/14/07
DATE


KAREN MORTLAND
Enforcement Attorney

Mar 8, 2007
DATE

04/03/2007 10:00:00 AM

Mar 08 2007

04/03/2007 10:00:00 AM