STATE MEDICAL BOARD
OF OHIO

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CONSENT AGREEMENT
BETWEEN
CAROL ANN THIERRY, A.A.,
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Carol Ann Thierry, A.A., [Ms. Thierry], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4760., Ohio Revised Code.

Ms. Thierry 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 4760.13(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 4760.13(B)(9), Ohio Revised Code, for "[t]he obtaining of, or attempting to obtain, money or a thing of value by fraudulent misrepresentations in the course of practice;" and/or Section 4760.13(B)(11), Ohio Revised Code, for "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."

B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4760.13(B)(9) and Section 4760.13(B)(11), Ohio Revised Code, to wit: Section 2913.02, Ohio Revised Code, Grand Theft, as set forth in Paragraph E below. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4760. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.

C. Ms. Thierry is licensed to practice as an anesthesiologist assistant in the State of Ohio, license number 67.000026.

D. Ms. Thierry states that she is not licensed to practice in any other state or jurisdiction.

E. Ms. Thierry states that for approximately eight years, she worked as a salaried anesthesiologist assistant at the Cleveland Clinic Foundation's [CCF] Beachwood

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surgery center. Ms. Thierry states that in or about January 2006, CCF converted her and all other anesthesiologist assistants employed in satellite hospitals and branches, including the Beachwood surgery center, to hourly non-exempt employees. Ms. Thierry acknowledges that she was extremely upset at this change, felt that it took away from her feeling as a professional, and required her to take an unpaid lunch hour. Ms. Thierry further admits that soon after implementation of the aforementioned changes, she commenced a conduct of periodically clocking in when she was not scheduled to work, then returning to clock out at the end of that particular shift. Ms. Thierry acknowledges she committed this act one or two times per month between in or about February 2006 until May 2008, resulting in her being fraudulently paid in excess of $37,000.00 for time not worked.

Ms. Thierry reports that when her fraud was discovered, she immediately admitted to her actions, and apologized for her wrongful conduct. Further, Ms. Thierry states as a result of her actions, she made full and completed restitution for the compensation not rightfully earned, and her employment was terminated by CCF.

Ms. Thierry admits that the aforesaid conduct constitutes a violation of Section 4760.13(B)(9) and Section 4760.13(B)(11), Ohio Revised Code.

AGREED CONDITIONS

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

PERMANENT REVOCATION, STAYED; SUSPENSION:

1. The certificate of Ms. Thierry to practice as an anesthesiologist assistant in the State of Ohio shall be PERMANENTLY REVOKED. Such revocation is STAYED, and Ms. Thierry's certificate shall be SUSPENDED for one year.

INTERIM MONITORING TERMS:

2. During the period of time that Ms. Thierry's certificate to practice is suspended, Ms. Thierry shall comply with the following terms, conditions and limitations:

   a. Ms. Thierry shall obey all federal, state, and local laws, and all rules governing the practice of anesthesiologist assistants in Ohio.

   b. Ms. Thierry 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

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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.

c. Ms. Thierry shall appear in person for an initial interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement and again upon any request for termination of this Consent Agreement, and/or as otherwise requested by the Board, except that subsequent personal appearances which would routinely occur every three months throughout the duration of the Consent Agreement shall be waived by the Board provided that Ms. Thierry is otherwise in full compliance with this Consent Agreement. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall revert to being routinely required every three months and shall be scheduled based upon the appearance date as originally scheduled.

Ethics Course

d. Within one year of the effective date of this Consent Agreement, Ms. Thierry shall provide acceptable documentation of successful completion of a course or courses dealing with personal and professional ethics. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any courses taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed.

   In addition, at the time Ms. Thierry submits the documentation of successful completion of the course or courses dealing with personal and professional ethics, she shall also submit to the Board a written report describing the course, setting forth what she learned from the course, and identifying with specificity how she will apply what she has learned to her practice as an anesthesiologist assistant in the future.

Required Reporting by Licensee

e. Within thirty days of the effective date of this Consent Agreement, Ms. Thierry 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, Ms. Thierry 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 Ms. Thierry provides any health care

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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 Ms. Thierry shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Ms. Thierry 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.

f. Within thirty days of the effective date of this Consent Agreement, Ms. Thierry 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. Ms. Thierry 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, Ms. Thierry 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.

g. Ms. Thierry shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

PROBATIONARY TERMS:

3. Upon reinstatement of Ms. Thierry's certificate to practice as an anesthesiologist assistant pursuant to this Consent Agreement, Ms. Thierry's certificate shall be subject to the following probationary terms, conditions and limitations:

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a. Ms. Thierry shall continue to be subject to all of the terms, conditions and limitations set forth in Paragraphs (2)(a) through (2)(g) of this Consent Agreement.

Reporting Physician

b. Before engaging in any practice as an anesthesiologist assistant, Ms. Thierry shall submit to the Board for its prior approval the name and curriculum vitae of a reporting physician. 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 Ms. Thierry. The reporting physician must be an anesthesiologist who has agreed to act as a supervising anesthesiologist pursuant to Section 4760.08, Ohio Revised Code, related to Ms. Thierry's practice as an anesthesiologist assistant.

The reporting physician shall provide the Board with reports on the performance of Ms. Thierry in her practice as an anesthesiologist assistant in the State of Ohio, including information concerning Ms. Thierry's clinical skills, professionalism, ethical behavior, amenability to supervision and any complaints from patients or coworkers. Ms. Thierry 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 Ms. Thierry's quarterly declaration.

In the event that Ms. Thierry's designated reporting physician becomes unable or unwilling to serve in this capacity, Ms. Thierry must immediately so notify the Board in writing. In addition, Ms. Thierry shall submit to the Board for its approval the name and curriculum vitae of an alternative reporting physician within thirty days after the previously designated reporting physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Ms. Thierry shall ensure that the previously designated reporting physician also notifies the Board directly of his or her inability to serve and the reasons therefore.

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

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Departures and/or Absences

c. Ms. Thierry 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 Ms. Thierry 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, Ms. Thierry may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Ms. Thierry is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

d. In the event Ms. Thierry 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.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Ms. Thierry 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 Ms. Thierry has violated any term, condition or limitation of this Consent Agreement, Ms. Thierry 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 4760.13(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

Ms. Thierry shall not request termination of this Consent Agreement for a minimum of five years. In addition, Ms. Thierry shall not request modification to the probationary terms, limitations, and conditions contained herein until she has completed at least one year of probation pursuant to this Consent Agreement. Otherwise, the above-described terms,

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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 Ms. Thierry, 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.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Ms. Thierry 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.

Ms. Thierry 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. Ms. Thierry 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.

Carol Ann Thierry AA
CAROL ANN THIERRY, A.A.

7-29-09
DATE

LANCE A. TALMAGE, M.D.
Secretary

9-9-09
DATE

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ROBERT S. GILMORE, ESQ.
Attorney for Ms. Thierry

7/30/09
DATE

RAYMOND J. ALBERT
Supervising Member

9/9/09
DATE

DANIEL S. ZINSMASTER, ESQ.
Enforcement Attorney

7/31/2009
DATE