STATE MEDICAL BOARD
OF OHIO

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CONSENT AGREEMENT
BETWEEN
KATHERINE ANNA KOCZAN, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Koczan 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)(5), 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 "[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 Section 4731.22(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 Consent Agreement.

C. Dr. Koczan states she has applied for licensure to practice osteopathic medicine and surgery in the State of Ohio, and that said application is currently pending.

D. Dr. Koczan states that she is not licensed to practice osteopathic medicine and surgery in any other state.

E. Dr. Koczan admits that after submitting her application to the Board, she was placed on probation at her surgical residency program at South Pointe Hospital in

Warrensville Heights, Ohio. Dr. Koczan states this occurred in August 2006 after she received negative performance reports by the Director of Medical Education at the South Point Hospital. Further, Dr. Koczan states that as part of said probation, a plan of action was put into place to address areas of concern. Dr. Koczan states she tendered her resignation letter to this residency program on December 15, 2006, and has since commenced service with the United State Air Force.

Dr. Koczan admits that as part of applying for osteopathic licensure in the State of Ohio, she is required to immediately notify the Board of any changes to the answers to any of the questions contained in the application if such change occurs at any time prior to a license to practice being granted by the Board. Dr. Koczan states that she answered "No" to the application question inquiring about whether she had ever been disciplined and/or put on probation by a residency or graduate medical education program. Further, Dr. Koczan admits that she failed to notify the Board when she was placed on probation at her surgical residency program at the South Point Hospital. Dr. Koczan admits the aforementioned conduct constitutes a violation of Section 4731.22(B)(5), 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, Dr. Koczan shall be GRANTED a certificate to practice osteopathic medicine and surgery in the State of Ohio, upon receipt of all necessary and appropriate documentation, and Dr. Koczan 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. Koczan shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.

2. Dr. Koczan shall refrain from commencing practice in Ohio without prior written Board approval. Moreover, should Dr. Koczan commence practice in Ohio, the Board may place her certificate under additional probationary terms, conditions, or limitations.

3. Upon demand by the Board or its designated representative, Dr. Koczan shall provide authorization, through appropriate written consent forms, for disclosure of all evaluative reports, summaries, and records maintained by any and all parties with whom Dr. Koczan provides health care services while this Consent Agreement is effective, including but not limited to, all of Dr. Koczan's military Officer Evaluation Reports created during the course of her commission with the United States Air Force, and all military Medical Quality Assurance records other than those exempt from disclosure by peer review. Failure to provide such authorization, or revocation of such authorization, shall constitute a violation of this Consent Agreement.

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4. In the event Dr. Koczan 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.

5. Within thirty days of the effective date of this Consent Agreement, Dr. Koczan 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. Koczan 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. Further, within thirty days of the effective date of this Consent Agreement, Dr. Koczan shall provide a copy of this Consent Agreement to her current commanding officer in the United States Air Force.

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

FAILURE TO COMPLY

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

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DURATION/MODIFICATION OF TERMS

Dr. Koczan shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Koczan 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. Koczan 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. Koczan 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. Koczan 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.

Katherine Anna Koczan

KATHERINE ANNA KOCZAN, D.O.

Aug 30, 2007

DATE

Lance A. Talmage MD

LANCE A. TALMAGE, M.D.
Secretary

9-12-07

DATE

KENNETH W. KLEINMAN, ESQ.
Attorney for Dr. Koczan

September 4, 2007
DATE

RAYMOND J. ALBERT
Supervising Member

9/12/07
DATE

DANIEL S. ZINSMASTER, ESQ.
Enforcement Attorney

Sept. 6, 2007
DATE

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