

**CONSENT AGREEMENT
BETWEEN
JOHN A. ROSS, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

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

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for a violation of Section 4731.22(B)(6), Ohio Revised Code, for “a departure from, or failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established”; Section 4731.22(B)(10), Ohio Revised Code, for “commission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed”; Section 4731.22(B)(12), Ohio Revised Code, “for commission of an act in the course of practice that constitutes a misdemeanor in this state, regardless of the jurisdiction in which the act was committed” and/or Section 4731.22(B)(20), Ohio Revised Code, and for “violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated 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)(6), (10), (12) and (20), Ohio Revised Code, as set forth in the Consent Agreement Between John A. Ross, M.D., and the State Medical Board of Ohio [August 2015 Step I Consent Agreement], effective August 12, 2015, and 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. Ross is seeking reinstatement of his certificate to practice medicine and surgery, license number 35.064459, which was indefinitely suspended, but not less than sixty days, commencing on the thirty-first day following the date upon which the Consent Agreement became effective, pursuant to the August 2015 Consent Agreement.
- D. Dr. Ross states that he is also licensed to practice medicine and surgery in the State(s) of Michigan, Indiana and Alabama.
- E. Dr. Ross admits that he began serving his suspension on or about September 12, 2015, following observance of an allowed thirty day wind-down period. Dr. Ross further admits that, on or about October 12, 13 and 14, 2015, he attended four courses on Office Management, for a total of 5.25 hours of continuing medical education. Dr. Ross states, and the Board acknowledges receipt of information to support, that he subsequently submitted documentation of successful completion of the 5.25 hours of continuing medical education and a report describing the courses, setting forth what he learned from the courses and identifying how he will apply what he learned to his practice of medicine. The report was accepted by the Board's Secretary and Supervising Member. Dr. Ross has requested reinstatement.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of Dr. Ross to practice medicine and surgery in the State of Ohio shall be REINSTATED, and Dr. Ross knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

- 1. Dr. Ross shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
- 2. Dr. Ross shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the date his quarterly declaration would have been due pursuant to his August 2015 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. Ross shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his August 2015 Consent Agreement with the Board. Subsequent personal appearances must occur every six 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. In the event Dr. Ross 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.

Required Reporting by Licensee

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

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

FAILURE TO COMPLY

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

DURATION/MODIFICATION OF TERMS

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

ACKNOWLEDGMENTS/LIABILITY RELEASE

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

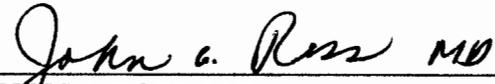
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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

EFFECTIVE DATE

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



JOHN A. ROSS, M.D.



KIM G. ROTHERMEL, M.D.
Secretary

12/4/15

DATE

12/9/15

DATE



LISA PIERCE REISZ
Attorney for Dr. Ross



BRUCE R. SAFERIN, D.P.M.
Supervising Member

12/7/15

DATE

12-9-15

DATE

CONSENT AGREEMENT
JOHN A. ROSS, M.D.
PAGE 6

Cheryl D. Pokorny
CHERYL D. POKORNY
Enforcement Attorney

12-7-16
DATE

**CONSENT AGREEMENT
BETWEEN
JOHN A. ROSS, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO
CASE NO. 14CRF-127**

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

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

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(6), Ohio Revised Code, for “a departure from, or failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established”; 4731.22(B)(10), Ohio Revised Code, for “commission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed”; 4731.22(B)(12), Ohio Revised Code, “for commission of an act in the course of practice that constitutes a misdemeanor in this state, regardless of the jurisdiction in which the act was committed”; 4731.22(B)(20), Ohio Revised Code, and for “violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board.”
- B. The Board enters into this Consent Agreement in lieu of further formal proceedings based upon the allegations set forth in the Notice of Opportunity for Hearing issued on November 5, 2014, attached hereto as Exhibit A and incorporated herein by this reference. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Ross is licensed to practice medicine and surgery in the State of Ohio, License number 35.064459.

- D. Dr. Ross states that he also licensed to practice medicine in the states of Michigan, Indiana and Alabama.
- E. Dr. Ross admits to the factual and legal allegations contained in the November 5, 2014, Notice of Opportunity for Hearing, a copy of which is attached hereto and incorporated herein.

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

SUSPENSION OF CERTIFICATE

- 1. Commencing on the thirty-first day following the date upon which this Consent Agreement becomes effective, the certificate of Dr. Ross to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 60 (sixty) days.

Obey all Laws

- 2. Dr. Ross shall obey all federal, state, and local laws.
- 3. Dr. Ross 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.
- 4. Dr. Ross 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 six 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.

CONDITIONS FOR REINSTATEMENT

- 5. The Board shall not consider reinstatement or restoration of Dr. Ross's certificate to practice medicine and surgery until all of the following conditions are met:

- a. Dr. Ross shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
- b. Dr. Ross shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
 - i. **Office Management Course(s):** At the time he submits his application for reinstatement or restoration, or as otherwise approved by the Board, Dr. Ross shall submit acceptable documentation of successful completion of a course or courses dealing with office management. 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 course(s) 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 Dr. Ross submits the documentation of successful completion of the course(s) dealing with office management, he shall also submit to the Board a written report describing the course(s), setting forth what he learned from the course(s), and identifying with specificity how he will apply what he has learned to his practice of medicine in the future.
 - ii. Evidence of continuing full compliance with this Consent Agreement.
 - iii. In the event that the Board initiates future formal proceedings against Dr. Ross, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Ross shall be ineligible for reinstatement until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.
- c. Dr. Ross shall enter into a written consent agreement including probationary terms, (including a minimum period of probation of at least three years) as well as any additional 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. Ross are unable to agree on the terms of a written Consent Agreement, then Dr. Ross 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. Ross that said hearing has been scheduled, advising Dr. Ross of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement of Dr. Ross' certificate to practice medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code.

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

REQUIRED REPORTING BY LICENSEE

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

9. Dr. Ross 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. Ross, 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. Ross and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

FAILURE TO COMPLY

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

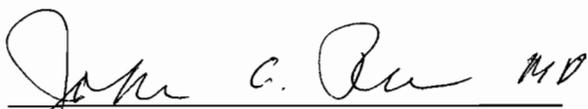
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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

EFFECTIVE DATE

It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective 30 days from the last date of signature below.



JOHN A. ROSS, M.D.

8/11/15

DATE



KIM G. ROTHERMEL, M.D.
Secretary

8-12-15

DATE



LISA PIERCE REISZ
Attorney for Dr. Ross

8/11/15

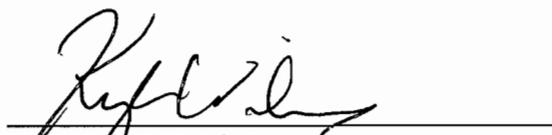
DATE



BRUCE R. SAFERIN, D.P.M.
Supervising Member

8-12-15

DATE



KYLE C. WILCOX
Assistant Attorney General

8-12-15

DATE

State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

(614) 466-3934

med.ohio.gov

November 5, 2014

Case number: 14-CRF- 127

John A. Ross, M.D.
1311 Columbus Avenue, Unit A
Fostoria, Ohio 44830

Dear Doctor Ross:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio [Board] intends to determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

- (1) In or around May 2013, a Board investigator interviewed you and some of your office staff about blank prescriptions you had signed and left with your office staff to use when you were not on the premises. You admitted to the Board investigator, and subsequently admitted under oath at a deposition, that you had signed blank prescriptions and left the pre-signed prescriptions with your staff to complete at a later date.
- (2) From on or about or before February 1, 2013, to in or around May 2013, you undertook the care and treatment of Patients 1 through 6 as identified on the attached Patient Key (**Key is confidential and to be withheld from public disclosure**). You allowed a nurse on your staff, who was not a person authorized to practice medicine and surgery, osteopathic medicine and surgery or podiatric medicine and surgery, to use a light based medical device to perform i-Lipo laser treatments on patients at your office. The intended purpose of the i-Lipo laser procedure was weight loss. You also have admitted that you allowed at least two nurses on your staff, none of whom was a person authorized to practice medicine and surgery, osteopathic medicine and surgery or podiatric medicine and surgery, to use a light based medical device to perform i-Lipo laser treatments on patients at your office as early as September or October 2012 through May 2013. The intended purpose of these i-Lipo laser procedures also was weight loss.

7/10/14 11-6-14

Rule 4731-18-02(B), Ohio Administrative Code, provides that the application of light based medical devices to the human body is the practice of medicine and surgery, osteopathic medicine and surgery and podiatric medicine and surgery.

Further, Rule 4731-18-02(C), Ohio Administrative Code, provides that the application of light based medical devices to the human body cannot be delegated to “any person not authorized to practice medicine and surgery, osteopathic medicine and surgery or podiatric medicine and surgery,” except under the limited circumstances provided in Rules 4731-18-03 and 4731-18-04, Ohio Administrative Code, which do not apply to the i-Lipo laser treatment.

Your acts, conduct, and/or omissions as alleged in paragraph (1) above, individually and/or collectively, constitute “[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed,” as that clause is used in Section 4731.22(B)(10), Ohio Revised Code, to wit: Illegal Processing of Drug Documents, Section 2925.23, Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (1) above, individually and/or collectively, constitute “[c]ommission of an act in the course of practice that constitutes a misdemeanor in this state, regardless of the jurisdiction in which the act was committed,” as that clause is used in Section 4731.22(B)(12), Ohio Revised Code, to-wit: Authority of Licensed Health Professional; Contents of Prescription, Section 3719.06(C), Ohio Revised Code. Pursuant to Section 3719.99(E), Ohio Revised Code, a violation of Section 3719.06, Ohio Revised Code, constitutes a misdemeanor of the third degree.

Additionally, your acts, conduct, and/or omissions as alleged in paragraph (2) above, individually and/or collectively, constitute “[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed,” as that clause is used in Section 4731.22(B)(10), Ohio Revised Code, to wit: Complicity, Section 2923.03, Ohio Revised Code, to wit: Practicing Medicine Without a Certificate, Section 4731.41, Ohio Revised Code. Pursuant to Section 4731.99, Ohio Revised Code, a violation of Section 4731.41, Ohio Revised Code, constitutes a felony offense.

Further, your acts, conduct, and/or omissions as alleged in paragraph (2) above, individually and/or collectively, constitute “violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board,” as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to wit: Use of Light Based Medical Devices, Rules 4731-18-02(B) and (C), Ohio Administrative Code.

Pursuant to Rule 4731-18-02(D), Ohio Administrative Code, a violation of Rule 4731-18-02(C), Ohio Administrative Code, also violates Section 4731.22(B)(6), Ohio Revised Code, “a departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established.”

Further, pursuant to Rule 4731-18-02(D), Ohio Administrative Code, a violation of Rule 4731-18-02(C), Ohio Administrative Code, also violates Section 4731.22(B)(20), Ohio Revised Code, “violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board,” to wit: Section 4731.41, Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (2) above, individually and/or collectively, constitute “violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board,” as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to wit: Delegation of the Use of Light Based Medical Devices, Rule 4731-18-03(A), Ohio Administrative Code.

Pursuant to Rule 4731-18-03(F), Ohio Administrative Code, a violation of Rule 4731-18-03(A), Ohio Administrative Code, also violates Section 4731.22(B)(6), Ohio Revised Code, “a departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established.”

Further, pursuant to Rule 4731-18-03(F), Ohio Administrative Code, a violation of Rule 4731-18-03(A)(5), Ohio Administrative Code, also violates Section 4731.22(B)(20), Ohio Revised Code, “violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board,” to wit: Section 4731.41, Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that “[w]hen the board refuses to grant a certificate to an applicant, revokes an individual’s certificate to practice, refuses to register an applicant, or refuses to reinstate an individual’s certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate.”

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Mark A. Bechtel, M.D.
Secretary

MAB/CDP/pev
Enclosures

CERTIFIED MAIL # 91 7108 2133 3936 3111 7654
RETURN RECEIPT REQUESTED

CC: Lisa Pierce Reisz
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008

CERTIFIED MAIL # 91 7108 2133 3936 3111 7661
RETURN RECEIPT REQUESTED

**IN THE MATTER OF
JOHN ALLEN ROSS, M.D.**

14-CRF-127

**NOVEMBER 5, 2014, NOTICE OF
OPPORTUNITY FOR HEARING -
PATIENT KEY**

**SEALED TO
PROTECT PATIENT
CONFIDENTIALITY AND
MAINTAINED IN CASE
RECORD FILE.**