

**STEP I CONSENT AGREEMENT BETWEEN  
TIMOTHY SCOTT KRESS, M.D.  
AND THE STATE MEDICAL BOARD OF OHIO**

THIS CONSENT AGREEMENT is entered into by and between TIMOTHY SCOTT KRESS, M.D., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing R.C. Chapter 4731.

TIMOTHY SCOTT KRESS, M.D., enters into this Consent Agreement being fully informed of his rights under R.C. Chapter 119, 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 STATE MEDICAL BOARD OF OHIO is empowered by R.C. 4731.22(B), 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 any of the enumerated violations.
- B. THE STATE MEDICAL BOARD OF OHIO enters into this Consent Agreement in lieu of further formal proceedings based upon the violations of R.C. 4731.22(B)(9) and (B)(26), as set forth in the Notice of Immediate Suspension and Opportunity for Hearing dated October 13, 1999, attached hereto as Exhibit A and incorporated herein by this reference, and expressly reserves the right to institute formal proceedings based upon any other violations of R.C. Chapter 4731, whether occurring before or after the effective date of this Consent Agreement.
- C. The license to practice medicine and surgery in the State of Ohio of TIMOTHY SCOTT KRESS, M.D., was suspended pursuant to the provisions of R.C. 3719.121(C), as set forth in the Notice of Immediate Suspension and Opportunity for Hearing dated October 13, 1999, attached as Exhibit A.

TIMOTHY SCOTT KRESS, M.D., STATES that he is licensed to practice medicine and surgery in the following states:

OHIO

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- D. TIMOTHY SCOTT KRESS, M.D., ADMITS the allegations set forth in the Notice of Immediate Suspension and Opportunity for Hearing, attached hereto as Exhibits A. TIMOTHY SCOTT KRESS, M.D., further ADMITS that the acts

underlying his guilty pleas to two felony counts of Theft of Drugs, in violation of R.C. 2913.02(A), and to four felony counts of Illegal Processing of Drug Documents, in violation of R.C. 2925.(B)(1), included his theft of injectable Demerol from the pharmacy at the clinic where he practiced, and his obtaining of false or forged prescriptions for Codiclear DH and Soma. TIMOTHY SCOTT KRESS, M.D., further ADMITS that he staged break-ins at the pharmacy, and diluted the pharmacy's remaining stock of injectable Demerol, in an attempt to cover up his thefts.

- E. TIMOTHY SCOTT KRESS, M.D., further affirmatively STATES that he underwent residential treatment at Shepherd Hill Hospital, Newark, Ohio, a treatment provider approved by the BOARD pursuant to section 4731.25, Ohio Revised Code, between the dates of September 2, 1999 and November 19, 1999 for chemical dependency. TIMOTHY SCOTT KRESS, M.D. further affirmatively STATES that as of the date of this Consent Agreement he is in compliance with all requirements of treatment and aftercare.
- F. TIMOTHY SCOTT KRESS, M.D., further ADMITS that his ability to practice according to acceptable and prevailing standards of care is impaired by his excessive or habitual use of drugs or alcohol, as set forth in Section 4731.22(B)(26), Ohio Revised Code.

#### **AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any further formal proceedings at this time, TIMOTHY SCOTT KRESS, M.D. (hereinafter DOCTOR KRESS), knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO (hereinafter BOARD), to the following terms, conditions, and limitations:

#### **STAYED PERMANENT REVOCATION; SUSPENSION OF CERTIFICATE**

- I. The suspension of DOCTOR KRESS's certificate to practice medicine and surgery pursuant to R.C. 3719.121(C), as set forth in the Notice of Immediate Suspension and Opportunity for Hearing dated October 13, 1999, is hereby terminated. Further, the certificate of DOCTOR KRESS to practice medicine and surgery in the State of Ohio shall be PERMANENTLY REVOKED. Such revocation is STAYED, and DOCTOR KRESS's certificate shall be SUSPENDED for an indefinite period of time, but not less than one (1) year from the effective date of this Consent Agreement. During the period of suspension, DOCTOR KRESS shall comply with the following terms, conditions and limitations:

Compliance with laws and terms of criminal probation

- A. DOCTOR KRESS shall obey all federal, state and local laws, all rules governing the practice of medicine and surgery in Ohio, and all terms of probation imposed by the Darke County Court of Common Pleas in Case No. 99-CR-11982.

Sobriety

- B. DOCTOR KRESS shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR KRESS's history of chemical dependency.
- C. DOCTOR KRESS shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

- D. DOCTOR KRESS shall provide continued 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 DOCTOR KRESS's chemical dependency or related conditions, or for purposes of complying with the Consent Agreement, whether such treatment or evaluation occurred before or after the 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. DOCTOR KRESS further agrees to provide the BOARD written consent permitting any treatment provider from whom he obtains treatment to notify the BOARD in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
- E. DOCTOR KRESS 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, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must

be received in the BOARD'S offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;

- F. DOCTOR KRESS shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed 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. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR KRESS written notification of scheduled appearances, it is DOCTOR KRESS's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR KRESS shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance.

Drug and Alcohol Screens; Supervising Physician

- G. DOCTOR KRESS shall submit to random urine screenings for drugs and alcohol on a two (2) times per week basis or as otherwise directed by the BOARD. DOCTOR KRESS 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.

Within thirty (30) days of the effective date of this Consent Agreement, DOCTOR KRESS shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR KRESS 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 DOCTOR KRESS. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results.

DOCTOR KRESS shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, 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 responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR KRESS must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR KRESS shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;

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 DOCTOR KRESS's quarterly declaration. It is DOCTOR KRESS's responsibility to ensure that the reports are timely submitted.

- H. DOCTOR KRESS shall provide the BOARD with satisfactory documentation of continuous participation in a drug and alcohol rehabilitation program, such as AA, NA or Caduceus, or another program approved in advance by the BOARD, at least four (4) times per week, or as otherwise directed by the BOARD.

#### **DEA CERTIFICATE**

- II. DOCTOR KRESS shall immediately surrender his United States Drug Enforcement Administration Certificate. DOCTOR KRESS shall not apply for issuance of a DEA Certificate without prior Board approval

#### **CONDITIONS FOR REINSTATEMENT**

- III. The BOARD shall not consider reinstatement of DOCTOR KRESS's certificate to practice medicine and surgery unless and until all of the following conditions are met:
  - A. DOCTOR KRESS shall submit an application for reinstatement, accompanied by appropriate fees. Such application shall not be submitted for a minimum period of nine months from the effective date of this Consent Agreement.

- B. DOCTOR KRESS shall demonstrate to the satisfaction of the BOARD that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include, but shall not be limited to, the following:
- i. Certification from a provider approved under Section 4731.25 of the Revised Code that DOCTOR KRESS has successfully completed any required inpatient treatment;
  - ii. Evidence of continuing full compliance with an aftercare contract or consent agreement;
  - iii. Two written reports indicating that DOCTOR KRESS's present ability to practice (that is, as of the time that the application for reinstatement is submitted) has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by individuals or providers approved by the BOARD for making such assessments and shall describe the basis for this determination.
- C. DOCTOR KRESS shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR KRESS are unable to agree on terms of a written consent agreement, then DOCTOR KRESS further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to R.C. Chapter 119.
- D. Further, upon reinstatement of DOCTOR KRESS's 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 and, upon termination of the consent agreement or Board Order, submission to the BOARD for at least two years of annual progress reports made under penalty of BOARD disciplinary action or criminal prosecution stating whether DOCTOR KRESS has maintained sobriety.
- E. In the event that DOCTOR KRESS 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 DOCTOR KRESS's fitness to resume practice.

#### **REQUIRED REPORTING BY LICENSEE**

- IV. Within thirty (30) days of the effective date of this Consent Agreement, DOCTOR KRESS shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license. DOCTOR KRESS further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, DOCTOR KRESS shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.
- V. Within thirty (30) days of the effective date of this Consent Agreement, DOCTOR KRESS shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR ( ) shall provide a copy of the Consent Agreement to all employers or entities with which he/she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he/she applies for or obtains privileges or appointments.

#### **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.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of THE STATE MEDICAL BOARD OF OHIO, DOCTOR KRESS appears to have violated or breached any term or condition of this Consent Agreement, THE STATE MEDICAL BOARD OF OHIO 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.

Further, if DOCTOR KRESS violates the terms of the Consent Agreement in any respect, the BOARD, after giving notice and the opportunity to be heard, may set aside the stay order and impose the permanent revocation of DOCTOR KRESS's certificate set forth in paragraph I above.

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.

**ACKNOWLEDGMENTS/LIABILITY RELEASE**

DOCTOR KRESS 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.

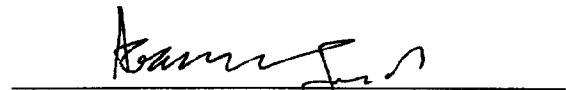
DOCTOR KRESS hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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.

**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 that it shall become effective upon the last date of signature below.

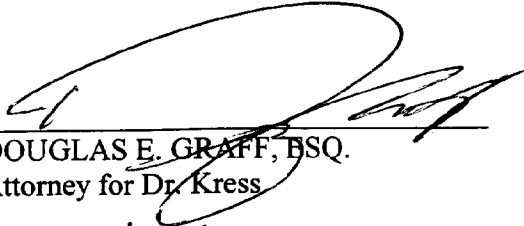
  
TIMOTHY SCOTT KRESS, M.D.

  
ANAND G. GARG, M.D.  
Secretary

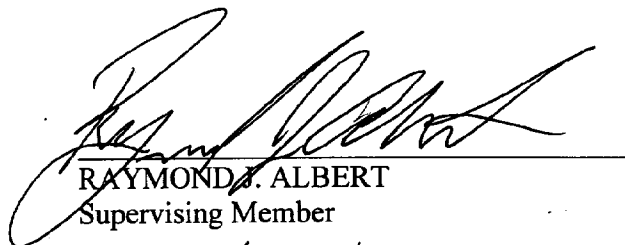
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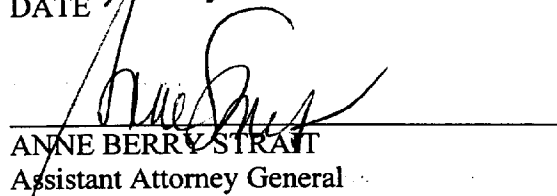


  
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DOUGLAS E. GRAFF, BSQ.  
Attorney for Dr. Kress

1/7/2000  
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DATE

  
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RAYMOND J. ALBERT  
Supervising Member

1/12/00  
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DATE

  
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ANNE BERRY STRAIT  
Assistant Attorney General

1/12/00  
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