

2007 DEC -4 P 1: 10

**STEP I
CONSENT AGREEMENT
BETWEEN
JAMES CAMERON JOHNSON, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Johnson 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 violations of Section 4731.22(B)(26), Ohio Revised Code, "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)(6), "[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;" and/or Section 4731.22(B)(18), Ohio Revised Code, "[v]iolation of any provision of a code of ethics of the American medical association, the American osteopathic association, the American podiatric medical association, or any other national professional organizations that the boards specifies by rule."

- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code; Section 4731.22(B)(6), Ohio Revised Code; and Section 4731.22(B)(18), Ohio Revised Code, to wit: Section 15 of the American Osteopathic Association's Code of Ethics, as set forth in Paragraph E-F below. 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 Agreement. 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 Agreement, other than those specifically referenced in Paragraph E-F below.

- C. Dr. Johnson is licensed to practice osteopathic medicine and surgery in the State of Ohio, License # 34.007672.
- D. Dr. Johnson states that he is not licensed to practice osteopathic medicine and surgery in any other state or jurisdiction.
- E. Dr. Johnson admits that on or about October 8, 2007, he initially entered Shepherd Hill Hospital, a Board-approved treatment provider, for the purpose of obtaining a seventy-two hour chemical dependency evaluation. Dr. Johnson admits that upon his discharge from Shepherd Hill, he was diagnosed with chemical dependency and advised that further treatment was recommended.

Dr. Johnson admits that on or about October 16, 2007, he entered inpatient treatment at the Woods at Parkside [Parkside], a Board-approved treatment provider in Gahanna, Ohio. Dr. Johnson admits that his drug of choice is alcohol and states that his pattern of drinking escalated as a means of coping with the stress of serious financial issues. Dr. Johnson states that he did not really drink until his residency when he began to socially drink with friends and colleagues over dinner. Dr. Johnson admits that between January and July of 2006, he slowly began to drink more and more. Dr. Johnson admits that his problem with drinking culminated in his arrest for DUI on two separate occasions within a ten day period in or about August 2007. Dr. Johnson admits that his arrests forced him to recognize that he needed to deal with the alcohol issue. Dr. Johnson admits that prior to entering treatment he would drink wine some nights, and beer or vodka on others, but that in all he would drink excessively approximately 4 to 5 nights per week. On or about November 15, 2007, Dr. Johnson states that he was discharged from Parkside, treatment complete and that he is currently participating in an aftercare program.

Dr. Johnson admits that he has not been actively engaged in the practice of osteopathic medicine or surgery since October 16, 2007.

- F. Dr. Johnson further admits that during or about January 2006, he began a sexual relationship with one of his employees who he also treated as his then-current patient. Dr. Johnson admits that the personal relationship continues to date and that when a Medical Board Investigator advised him of the inappropriate nature of his treatment of someone with whom he has a personal involvement, Dr. Johnson issued a 30-day letter terminating the doctor-patient relationship. Dr. Johnson admits that his conduct supports disciplinary action pursuant to Section 4731.22(B)(18), Ohio Revised Code, in that it constitutes a violation of Section 15 of the Code of Ethics adopted by the American Osteopathic Association, and that his conduct constitutes a departure from or failure to conform to minimal standards of care as that language is used in Section 4731.22(B)(6), 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. Johnson knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Johnson to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 180 days.

Sobriety

2. Dr. Johnson 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 Dr. Johnson's history of chemical dependency.
3. Dr. Johnson shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Johnson 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. Johnson's chemical dependency or related conditions, 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. Johnson 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.
5. Dr. Johnson 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, provided that if the effective date is on or after the sixteenth 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.

6. Dr. Johnson 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; Supervising Physician

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

Dr. Johnson 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. Johnson must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Johnson 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. Johnson's

quarterly declaration. It is Dr. Johnson's responsibility to ensure that reports are timely submitted.

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

Rehabilitation Program

9. Within thirty days of the effective date of this Consent Agreement, Dr. Johnson 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. Johnson 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. Johnson's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

10. The Board shall not consider reinstatement of Dr. Johnson's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:
 - a. Dr. Johnson shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Johnson 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 treatment provider approved under Section 4731.25 of the Revised Code that Dr. Johnson has successfully completed any required inpatient treatment.
 - ii. Evidence of continuing full compliance with a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. 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. Johnson's ability to practice 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 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. Johnson. Prior to the assessments, Dr. Johnson shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he 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. Johnson, and any conditions, restrictions, or limitations that should be imposed on Dr. Johnson'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.

Ethics Course

- c. At the time he submits his application for reinstatement, Dr. Johnson shall provide acceptable documentation of successful completion of a professional ethics course or courses dealing with the ethical principles Dr. Johnson violated in this matter. 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 Dr. Johnson submits the documentation of successful completion of the course or courses dealing with professional ethics, he shall also submit to the Board a written report describing the course, setting forth what he learned from the course, and identifying with specificity how he will apply what he has learned to his practice of osteopathic medicine in the future.

- d. Dr. Johnson shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Johnson are unable to agree on the terms of a written Consent Agreement, then Dr. Johnson 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.

Further, upon reinstatement of Dr. Johnson's certificate to practice osteopathic 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. Moreover, upon termination of the consent agreement or Board Order, Dr. Johnson 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. Johnson has maintained sobriety.

11. In the event that Dr. Johnson has not been engaged in the active practice of osteopathic 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. Johnson's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

12. Within thirty days of the effective date of this Consent Agreement, Dr. Johnson 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, Dr. Johnson shall 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.
13. Within thirty days of the effective date of this Consent Agreement, Dr. Johnson 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. Dr. Johnson 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, Dr. Johnson shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
14. Dr. Johnson shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Johnson chemical dependency treatment or monitoring.

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 Board, Dr. Johnson 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. Johnson 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. Johnson 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. Johnson 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.



JAMES CAMERON JOHNSON, D.O.



LANCE A. TALMAGE, D.O.
Secretary

12/01/2007

DATE

12-12-07

DATE



RAYMOND J. ALBERT
Supervising Member

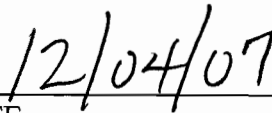
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DATE

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STATE MEDICAL BOARD
OF OHIO



ANGELA MCNAIR
Enforcement Attorney



DATE