

**CONSENT AGREEMENT
BETWEEN
ROBERT KAMERER, M.T.
AND
THE STATE MEDICAL BOARD OF OHIO**

This CONSENT AGREEMENT is entered into by and between ROBERT KAMERER, M.T., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

ROBERT KAMERER, M.T., 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 STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(19), 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 “inability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills.”
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Section 4731.22(B)(19), Ohio Revised Code, as set forth in Paragraphs D, E, F, and G 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 Agreement.
- C. ROBERT KAMERER, M.T., is applying for a license to practice massage therapy in the State of Ohio.

- D. ROBERT KAMERER, M.T., ADMITS that he suffers from bipolar disorder and that he has been in psychiatric treatment with Charles Bensonhaver, M.D., in Dayton, Ohio, for eighteen years.

MR. KAMERER further ADMITS that he currently meets with Dr. Bensonhaver on a monthly basis for medication management and counseling.

- E. MR. KAMERER further ADMITS that he has required several inpatient psychiatric hospitalizations for management of his bipolar disorder since the time of his initial diagnosis in 1980.

MR. KAMERER further ADMITS that he has required two inpatient psychiatric hospitalizations in the past five years, with the most recent occurring for a two day period in September 1997.

- F. MR. KAMERER further ADMITS that in July 1995, he was granted disability retirement by the State Teachers' Disability Retirement System after working as a school guidance counselor for twenty-eight years.

MR. KAMERER further ADMITS that his retirement was based upon his inability to continue working in the school system due to his psychiatric disorder.

- G. MR. KAMERER STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that Charles Bensonhaver, M.D., MR. KAMERER's treating psychiatrist, has forwarded documentation to the Board that supports MR. KAMERER's application for licensure.

In a January 1998 correspondence to the Board, Dr. Bensonhaver opines that MR. KAMERER represents no risk to the public and states that MR. KAMERER is the most conscientious patient with bipolar disorder that Dr. Bensonhaver has ever treated.

Further, Dr. Bensonhaver opines that MR. KAMERER manages his bipolar disorder quite well as evidenced by his proper handling of medications as ordered; his knowledge of his illness; his ability to detect an escalation of the symptoms of his illness; and his willingness to seek treatment when it is indicated.

Further, in a June 1998 correspondence to the Board that addresses MR. KAMERER's disability status as it relates to his ability to practice massage therapy in the State of Ohio, Dr. Bensonhaver states the following:

Mr. Kamerer's difficulty in sustaining gainful employment in a competitive environment on a forty hour work week basis as an employee resulted in his disability from the school system. Working in massage therapy, Mr. Kamerer would expect to work approximately half-time, be independent, and be able to have the flexibility to arrange hours and appointments and time off as to manage his illness and work. It would be easier for him to obtain coverage for his clients at times that he may be disabled than is the case in the highly specialized environment of a technical high school where his counseling services were specialized and sufficiently unique.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, ROBERT KAMERER, M.T., shall be granted a certificate to practice massage therapy in the State of Ohio, and ROBERT KAMERER, M.T., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

1. MR. KAMERER shall obey all federal, state and local laws, and all rules governing the practice of massage therapy in Ohio;
2. MR. KAMERER 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 the 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;
3. MR. KAMERER 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 licensee'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 MR. KAMERER written notification of scheduled appearances, it is MR. KAMERER'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, MR. KAMERER shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that MR. KAMERER should leave Ohio for three (3) continuous months, or reside or practice outside the State, MR. KAMERER must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed;
5. In the event MR. KAMERER 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 periods of noncompliance will not apply to the reduction of the probationary period under the CONSENT AGREEMENT;

MONITORING OF REHABILITATION AND TREATMENT

Monitoring Massage Therapist

6. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, MR. KAMERER shall submit for the BOARD's prior approval the name of a monitoring massage therapist, who shall monitor MR. KAMERER and provide the BOARD with quarterly reports on MR. KAMERER's progress and status. MR. KAMERER shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring massage therapist becomes unable or unwilling to serve in this capacity, MR. KAMERER must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring massage therapist as soon as practicable. MR. KAMERER shall further ensure that the previously designated monitoring

massage therapist also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All monitoring reports required under this paragraph must be received in the BOARD's offices no later than the due date for MR. KAMERER's quarterly declaration. It is MR. KAMERER's responsibility to ensure that reports are timely submitted;

Psychiatric Treatment

7. MR. KAMERER shall continue in psychiatric treatment with Charles Bensonhaver, M.D., on a monthly basis, or as otherwise directed by the BOARD. In the event that Dr. Bensonhaver is unable or unwilling to treat him, MR. KAMERER must immediately so notify the BOARD in writing, and within thirty days of receiving notice that Dr. Bensonhaver is unable or unwilling to treat him, MR. KAMERER shall submit to the BOARD for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the BOARD, MR. KAMERER shall undergo and continue psychiatric treatment monthly, or as otherwise directed by the BOARD. MR. KAMERER shall comply with his psychiatric treatment plan including taking his medications as prescribed. MR. KAMERER shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the BOARD on a quarterly basis, or as otherwise directed by the BOARD. Further, MR. KAMERER shall ensure that his treating psychiatrist immediately notifies the BOARD of any determination that MR. KAMERER is unable to practice due to his psychiatric disorder. It is MR. KAMERER's responsibility to ensure that reports are received in the BOARD's offices at the designated times;
8. The BOARD retains the right to require, and MR. KAMERER agrees to submit, blood specimens for analysis of Depakote levels, or any other medication that may be prescribed for MR. KAMERER's bipolar disorder, at MR. KAMERER's expense, upon the BOARD's request and without prior notice. MR. KAMERER's refusal to submit a blood specimen upon request of the BOARD shall result in a minimum of one year of actual license suspension;

Approval of Employment/Practice Plan

9. MR. KAMERER shall obtain the approval of the BOARD for any massage therapy practice or employment related to the health care fields;

The Board shall consider, among other factors, MR. KAMERER's plan of practice and arrangements that MR. KAMERER has made for coverage of his practice in the event that he is unable to work due to his psychiatric disorder;

Releases

10. MR. KAMERER shall provide continuing authorization, through appropriate written consent forms, for disclosure by his psychiatrist to the BOARD, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations;

Required Reporting by Licensee

11. MR. KAMERER shall immediately notify the BOARD if he becomes unable to practice massage therapy due to his psychiatric disorder or if a psychiatrist determines that he is unable to practice massage therapy due to his psychiatric disorder;
12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, MR. KAMERER shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide massage therapy services. Further, MR. KAMERER shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide massage therapy services;
13. MR. KAMERER 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 licensure or reinstatement of licensure. Further, MR. KAMERER shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.
14. MR. KAMERER agrees that if any declaration or report required by this agreement is not received in the BOARD's offices on or before its due date, MR. KAMERER shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

15. MR. KAMERER AGREES that if he fails to comply with his psychiatric treatment plan, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

If, in the discretion of the Secretary and Supervising Member of the BOARD, MR. KAMERER 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 Agreement.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that MR. KAMERER has violated any term, condition or limitation of this CONSENT AGREEMENT, MR. KAMERER 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(D), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

This CONSENT AGREEMENT shall remain in force for an indefinite period of time but not less than (5) five years prior to any request for termination of said CONSENT AGREEMENT. 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

MR. KAMERER 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.

MR. KAMERER 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

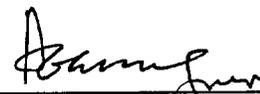
Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

EFFECTIVE DATE

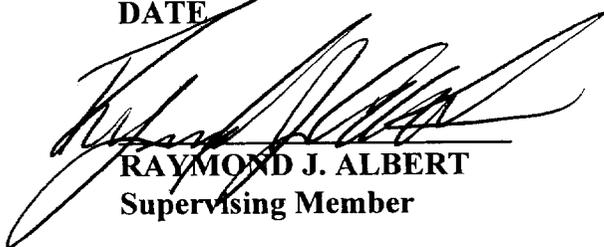
It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.


ROBERT KAMERER, M.T.

9/2/98
DATE


ANAND G. GARG, M.D.
Secretary

10/14/98
DATE


RAYMOND J. ALBERT
Supervising Member

10/14/98
DATE


ANNE B. STRAIT, ESQ.
Assistant Attorney General

10/14/98
DATE