

**CONSENT AGREEMENT
BETWEEN
TAMARA D. WILLINGHAM, M.T.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

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

BASIS FOR ACTION

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

- A. The Board is empowered by 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 reasons.
- B. The Board and Ms. Willingham enter 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 February 11, 2004, attached hereto as Exhibit A and incorporated herein by this reference. The Board expressly reserves the right to institute additional 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. Ms. Willingham is licensed to practice massage therapy in the State of Ohio, License # 33-011291.
- D. Ms. Willingham states that she does not hold a license to practice massage therapy in any other state.
- E. Ms. Willingham admits that she pled no contest to and was adjudicated guilty of one count of Aggravated Vehicular Assault, in violation of R.C. 2903.08(A)(2), (B) and (C), a felony of the fourth degree, as set forth in the Notice of Opportunity for Hearing issued by the Board on February 11, 2004. She further admits that the felony conviction constitutes a violation of R.C. 4731.22(B)(9).

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of further formal proceedings at this time, Ms. Willingham knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

PERMANENT REVOCATION, STAYED, SUSPENSION OF CERTIFICATE

1. The certificate of Ms. Willingham to practice massage therapy in the State of Ohio shall be PERMANENTLY REVOKED. Such permanent revocation is STAYED and Ms. Willingham's certificate is SUSPENDED for 90 days. The suspension period shall be calculated from February 26, 2004, the effective date of the Interim Agreement in which Ms. Willingham agreed not to practice in Ohio until the matters contained in the Board's Notice of Opportunity for Hearing were resolved.

CONDITIONS FOR REINSTATEMENT

2. The Board shall not consider reinstatement of Ms. Willingham's certificate to practice massage therapy until all of the following conditions are met:
 - a. Ms. Willingham shall submit an application for reinstatement, accompanied by appropriate fees, if any.

PROBATIONARY TERMS, CONDITIONS AND LIMITATIONS

3. Upon reinstatement, Ms. Willingham's certificate to practice massage therapy shall be subject to the following PROBATIONARY terms, conditions and limitations for a period of at least five (5) years:
 - a. Ms. Willingham shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio, and all terms of probation imposed by the Court in criminal case number Case # G-4801-CR-0200202963.
 - b. Ms. Willingham shall submit quarterly declarations under penalty of Board disciplinary action or criminal prosecution, stating whether there has been compliance with all the probationary 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 probationary terms become effective. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

- c. Ms. Willingham shall appear in person for an interview before the full Board or its designated representative during the third month following the month in which the probationary terms become effective. 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.
- d. In the event that Ms. Willingham should leave Ohio for three continuous months, or reside or practice outside the State, Ms. Willingham 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 this 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.
- e. In the event Ms. Willingham 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

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

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Ms. Willingham 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.

DURATION/MODIFICATION OF TERMS

Ms. Willingham shall not request termination of this Consent Agreement for a minimum of five years. In addition, Ms. Willingham shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

ACKNOWLEDGMENTS/LIABILITY RELEASE

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

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

Ms. Willingham 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, and may be reported to appropriate organizations, data banks, and governmental bodies. Ms. Willingham agrees to provide her social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

EFFECTIVE DATE

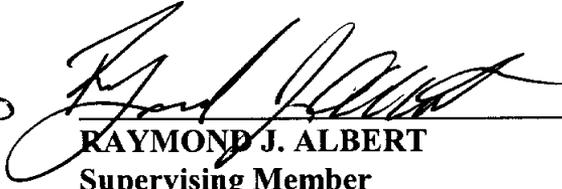
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.


TAMARA D. WILLINGHAM, M.T.


~~ANAND G. GARG, M.D.~~ Lance A. Talmage, MD
Secretary

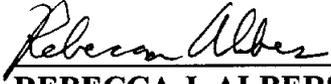
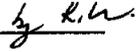
5-5-04
DATE

AMBER VANGUNTEN
Attorney for Ms. Willingham

5-12-04
DATE

RAYMOND J. ALBERT
Supervising Member

5-5-04
DATE

5/12/04
DATE

 by 
REBECCA J. ALBERS
Assistant Attorney General

5-12-04
DATE

**INTERIM AGREEMENT
 BETWEEN
 TAMARA D. WILLINGHAM, M.T.
 AND
 THE STATE MEDICAL BOARD OF OHIO**

Tamara D. Willingham, M.T., hereby agrees that, until the allegations contained in the State Medical Board of Ohio's (hereinafter Board) February 11, 2004 Notice of Opportunity for Hearing have been fully resolved by the Board, she will not practice massage therapy in the State of Ohio in any form. Ms. Willingham further agrees that any violation of the above-referenced limitation shall subject her to further disciplinary action pursuant to Section 4731.22, Ohio Revised Code.

The State Medical Board of Ohio, by its acceptance of this Interim Agreement, hereby agrees not to object, through its counsel, to scheduling the administrative hearing on the above-referenced allegations until May 18, 2004.

This Interim Agreement shall not be construed as an admission by Tamara D. Willingham, M.T., to the allegations contained in the February 11, 2004 Notice of Opportunity for Hearing.

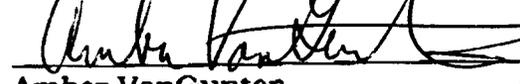
This Interim Agreement shall become effective immediately upon the last date of signature below.


 Tamara D. Willingham, M.T.


 Lance Talmage, M.D., Secretary
 State Medical Board of Ohio

2-26-04
 Date

2-26-04
 Date


 Amber VanGunten
 Attorney for Ms. Willingham


 Raymond J. Albert, Supervising Member
 State Medical Board of Ohio

2-26-04
 Date

2/26/04
 Date



State Medical Board of Ohio

77 S. High St., 17th Floor • Columbus, OH 43215-6127 • (614) 466-3934 • Website: www.med.ohio.gov

February 11, 2004

Tamara D. Willingham, M.T.
1323 Stanwix Drive
Toledo, Ohio 43614

Dear Ms. Willingham:

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

- (1) On or about February 18, 2003, in the Lucas County Court of Common Pleas, you pleaded no contest to, and were adjudicated guilty of, one count of Aggravated Vehicular Assault, in violation of R.C. 2903.08(A)(2)&(B)(C), a felony of the fourth degree.

On or about April 4, 2003, you were sentenced to a non-prison sanction, which included four (4) years of community service; restitution in the amount of \$3,000; that you seek and maintain gainful employment with verification; submission of random urinalysis; 100 hours of community service; commitment to the Lucas County Work Release Program with no violations for a period of four (4) months, and suspension of your drivers license for a period of one (1) year.

Copies of the Indictment, Order accepting the no contest plea and adjudication of guilt, and Judgment Entry are attached hereto and incorporated herein.

Your plea of guilty and/or the judicial finding of guilt, as alleged in paragraph one (1) above, individually and/or collectively, constitutes/ "[a] plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction for, a felony," as that clause is used in R.C. 4731.22(B)(9).

Pursuant to R.C. Chapter 119., 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 this notice.

Mailed 2-12-04

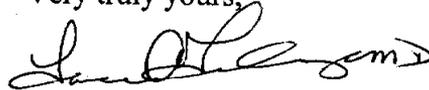
You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at 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, suspend, refuse to register or reinstate your certificate to practice massage therapy or to reprimand or place you on probation.

Please note that, whether or not you request a hearing, R.C. 4731.22(L), 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,



Lance A. Talmage, M.D.
Secretary

LAT/cad
Enclosures

CERTIFIED MAIL #7000 0600 0024 5149 4080
RETURN RECEIPT REQUESTED

102 Indiana Street
Perrysburg, Ohio 43551

CERTIFIED MAIL #7000 0600 0024 5149 4073
RETURN RECEIPT REQUESTED

THE STATE OF OHIO, LUCAS COUNTY, SS.

I, J. BERNIE QUILTER, Clerk of the Court of Common Pleas in and for said County, do hereby certify that the within and foregoing is a full, true and correct copy of the original indictment, together with the instruments thereon, now on file in my office.

WITNESS my hand and seal of said Court at Toledo, Ohio, this _____ day of _____, 2002.

J. BERNIE QUILTER, Clerk.

By: _____, Deputy.

FILED
LUCAS COUNTY

2002 OCT -4 P 3:02

COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

No. CR02-02963

Lucas County Common
Pleas Court

THE STATE OF OHIO
vs.

Tamara D. Willingham

INDICTMENT FOR
Aggravated Vehicular Assault-\$2903.08(A)(1) (B) and (C)

A TRUE BILL.

Tamara D. Willingham
FOREPERSON OF THE GRAND JURY

Julia R. Bates

PROSECUTING ATTORNEY

INDICTMENT

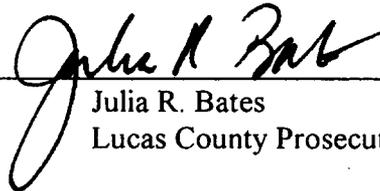
ORIGINAL

=====

THE STATE OF OHIO,
Lucas County, } ss.

Of the September, Term of 2002, A.D.

THE JURORS OF THE GRAND JURY of the State of Ohio, within and for Lucas County, Ohio, on their oaths, in the name and by the authority of the State of Ohio, do find and present that **TAMARA D. WILLINGHAM**, on or about the 1st day of September, 2002, in Lucas County, Ohio, while operating or participating in the operation of a motor vehicle did cause serious physical harm to another person as the proximate result of committing a violation of division (A) of section 4511.19 of the Revised Code or of a substantially equivalent municipal ordinance, in violation of **§2903.08(A)(1), (B) and (C) OF THE OHIO REVISED CODE, AGGRAVATED VEHICULAR ASSAULT, BEING A FELONY OF THE THIRD DEGREE**, contrary to the form of the statute in such case made and provided, and against the peace and dignity of the State of Ohio.



Julia R. Bates
Lucas County Prosecutor

FILED
LUCAS COUNTY

2003 APR -4 P 2:52

COMMON PLEAS COURT
J. CHILDER
OF COURTS

IN THE COMMON PLEAS COURT, LUCAS COUNTY, OHIO

STATE OF OHIO
Plaintiff.

v.

TAMARA WILLINGHAM
Defendant.

* CASE NO:
* G-4801-CR-0200202963
*
* JUDGMENT ENTRY
*
*
* JUDGE WILLIAM J. SKOW
*
*

On April 03, 2003 defendant's sentencing hearing was held pursuant to R.C. 2929.19. Court reporter STACEY MAYS, defense attorney DAVID L. KLUCAS and the State's attorney MICHAEL LOISEL were present as was the defendant who was afforded all rights pursuant to Crim.R. 32. The Court has considered the record, oral statements, any victim impact statement and presentence report prepared, as well as the principles and purposes of sentencing under R.C. 2929.11, and has balanced the seriousness and recidivism factors under R.C. 2929.12.

The Court finds that defendant has been convicted of Aggravated Vehicle Assault, a violation of R.C. 2903.08(A)(2)&(B)(c), a felony of the 4th degree.

The Court finds pursuant to R.C. 2929.13(D) that: a non-prison sanction does not demean the seriousness of the offense; a non-prison sanction will adequately punish defendant and protect the public; factors decreasing seriousness outweigh those increasing seriousness; and there is less likelihood of recidivism and THEREFORE imposes 4 (four) years of community control to be monitored by the Lucas County Adult Probation Department specifically to include: 1) Defendant to pay restitution in the amount of \$3,000 thru Lucas County Adult Probation Department to the victim; 2) Defendant to submit to random urinalysis; 3) Defendant to seek and maintain gainful employment with verification; 4) Defendant to serve community service of 100 hours; 5) Defendant committed to the Lucas County Work Release Program with no violations

for a period of (4) four months. Defendant to report to the Lucas County Adult Probation Department immediately.

Defendants drivers license is Ordered suspended for a period of one (1) year.

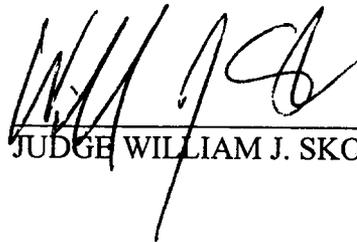
Violation of this sentence may lead to a longer or more restrictive sanction for defendant, up to and including a prison term of 12 months.

Defendant has been given notice under R.C. 2929.19(B)(3) and of appellate rights under R.C. 2953.08.

Defendant is ORDERED to report to the Lucas County Adult Probation Department forthwith.

Defendant found to have, or reasonable may be expected to have, the means to pay restitution and all or part of the applicable costs of supervision, confinement, assigned counsel, and prosecution as authorized by law. Defendant ordered to reimburse the State of Ohio and Lucas County for such costs and to pay restitution in the amount of \$3,000.00 within two (2) years . This order of reimbursement and restitution is a judgment enforceable pursuant to law by the parties in whose favor it is entered.

Defendant is given a stay in the execution of the W/R sentence until April 14, 2003 . Defendant to report to 3rd floor, Court Security at 10:30 a.m.



JUDGE WILLIAM J. SKOW

COMMON PLEAS COURT
CLERK OF COURTS
2003 APR -11 P 2:52

FILED
LUCAS COUNTY

2003
4-11