

**CONSENT AGREEMENT
BETWEEN
VICKIE MAE FLOWERS, M.T.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Ms. Flowers 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 Section 4731.22, 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] 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 Section 4731.22(B)(9), Ohio Revised Code, and/or “[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 misdemeanor involving moral turpitude,” as that clause is used in Section 4731.22(B)(13), Ohio Revised Code.
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(9) and (B)(13), Ohio Revised Code, 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. Ms. Flowers has submitted an application for a license to practice massage therapy in the State of Ohio. Her application remains pending to date.
- D. Ms. Flowers states that she is not licensed to practice massage therapy in any other state or jurisdiction.

- E. Ms. Flowers admits that during the period from 1978 through 1987, she was convicted of multiple offenses involving dishonesty, including petty theft, theft, grand theft, misuse of credit cards, falsification, forgery, and uttering. Ms. Flowers states, and the Board acknowledges, that Ms. Flowers reported such convictions to the Board in conjunction with her application for a certificate to practice massage therapy in Ohio.

Further, Ms. Flowers admits that in or prior to 1985 she was convicted of driving under the influence of alcohol, and that she subsequently participated in counseling from approximately 1987 to 1989. Ms. Flowers states that she has abstained from the use of alcohol since in or about 1987, and that, with the exception of a 1993 conviction for violation of a curfew ordinance, which was based upon her then minor child being in a public place after the statutorily designated curfew, she has been the subject of no criminal charges since 1987.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Ms. Flowers shall be granted a certificate to practice massage therapy in the State of Ohio, upon receipt and appropriateness of necessary documentation, and Ms. Flowers knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

Obey Laws

1. Ms. Flowers shall obey all federal, state, and local laws, and all rules governing the practice of massage therapy in Ohio.

Quarterly Declarations

2. Ms. Flowers 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. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

Personal Appearances

3. Ms. Flowers shall appear in person for an interview before the full Board or its designated representative during the sixth 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.

Tolling of Probationary Period While Out of State

4. In the event that Ms. Flowers should leave Ohio for three continuous months, or reside or practice outside the State, Ms. Flowers 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.

Noncompliance Will Not Reduce Probationary Period

5. In the event Ms. Flowers 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.

Monitoring Massage Therapist

6. Before engaging in any massage therapy practice, Ms. Flowers shall submit the name and curriculum vitae of a monitoring massage therapist for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a massage therapist who practices in the same locale as Ms. Flowers.

The monitoring massage therapist shall monitor Ms. Flowers and her massage therapy practice and shall provide the Board with reports on the monitoring of Ms. Flowers and her massage therapy practice. Ms. Flowers shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Ms. Flowers's quarterly declaration.

In the event that the designated monitoring massage therapist becomes unable or unwilling to serve in this capacity, Ms. Flowers must immediately so notify the Board in writing. In addition, Ms. Flowers shall make arrangements acceptable to the Board for another monitoring massage therapist within thirty days after the previously designated monitoring massage therapist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Ms. Flowers shall ensure that the previously designated monitoring massage therapist also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

Notification to Board

7. In the event that Ms. Flowers becomes aware that she is the subject of a criminal investigation, or if she is arrested for or charged with any criminal offense, other than a minor traffic violation, she shall notify the Board in writing within seven days, specifying the investigating, arresting, or charging entity and the offense for which she is being investigated, arrested or charged.
8. Ms. Flowers shall provide the Board with prior written notification of any employment, specifying the date upon which her employment is to commence, the location of her employment, contact information for the facility at which she is to be employed, and, if applicable, the name of and contact information for her employer. In addition, Ms. Flowers shall notify the Board in writing within seven days of any change of employment or in her employment status, specifying the change and the reason for the change.

Personal and/or Professional Ethics Course

9. Before the end of the first year of probation, or as otherwise approved by the Board, Ms. Flowers shall provide acceptable documentation of successful completion of a course or courses dealing with personal and/or professional ethics. 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. However, Ms. Flowers may request that the Board consider any course addressing personal and/or professional ethics in which she is currently enrolled.

Required Reporting by Licensee

10. Within thirty days of the effective date of this Consent Agreement, Ms. Flowers shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide massage therapy services or is receiving training. Further, Ms. Flowers shall provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide massage therapy services, or applies for or receives training.
11. Within thirty days of the effective date of this Consent Agreement, Ms. Flowers 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. Flowers 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 for reinstatement of any professional license. Further, Ms. Flowers shall

provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Ms. Flowers 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 Ms. Flowers has violated any term, condition or limitation of this Consent Agreement, Ms. Flowers agrees that the violation, as alleged, also constitutes clear and convincing evidence that her 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

Ms. Flowers shall not request termination of this Consent Agreement for a minimum of two years. In addition, Ms. Flowers 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. Flowers 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, Chapter 119., Ohio Revised Code.

Ms. Flowers 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. Flowers 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.

Vickie Mae Flowers, M.T.
VICKIE MAE FLOWERS, M.T.

Lance A. Talmage, M.D.
LANCE A. TALMAGE, M.D.
Secretary

November 9, 2003
DATE

11-12-03
DATE

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

11/12/03
DATE

Lori S. Gilbert
LORI S. GILBERT
Chief Enforcement Attorney

11/12/03
DATE