

STATE MEDICAL BOARD

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**CONSENT AGREEMENT  
BETWEEN  
BRANDI L. CAMPS, M.T.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Ms. Camps 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(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 a violation of Section 4731.22(B)(18), Ohio Revised Code, for "violation 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 board specifies by rule."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(18), Ohio Revised Code, to wit: Principle 6 of the Code of Ethics of the American Massage Therapy Association, "Massage therapists shall: Refrain from engaging in any sexual conduct or sexual activities involving their clients," as set forth in Paragraph E 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 Consent Agreement.
- C. Ms. Camps is licensed to practice massage therapy in the State of Ohio, license number 33.015178.
- D. Ms. Camps states that she is not licensed to practice massage therapy in any other state or jurisdiction.



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. In the event that Ms. Camps provides any health care services or health care direction or oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Ms. Camps shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Ms. Camps shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed. This requirement shall continue for two years following the effective date of this Consent Agreement.

5. Within thirty days of the effective date of this Consent Agreement, Ms. Camps shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which she currently holds any license or certificate. Ms. Camps further agrees to provide a copy of this Consent Agreement 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. Camps shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed. This requirement shall continue for two years following the effective date of this Consent Agreement.
6. Ms. Camps shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

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### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Ms. Camps 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. Camps has violated any term, condition or limitation of this Consent Agreement, Ms. Camps 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**

The Reprimand of Ms. Camps shall not terminate. Ms. Camps shall not request termination of the probationary terms, limitations and conditions contained in this Consent Agreement for a minimum of two years. In addition, Ms. Camps 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.

In the event that the Board initiates future formal proceedings against Ms. Camps, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Ms. Camps 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. Camps 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. Ms. Camps acknowledges that her social security number will be used if this information is so reported and agrees to provide her 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.

Brandi L Camps, M.T.  
BRANDI L. CAMPS, M.T.

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

5/22/09  
DATE

6-10-09  
DATE

Raymond J. Albert  
RAYMOND J. ALBERT  
Supervising Member

6/10/09  
DATE

Cheryl D. Pokorny  
CHERYL D. POKORNY  
Enforcement Attorney

6/1/09  
DATE

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OFFICE OF THE CLERK  
STATE OF MICHIGAN