

CONSENT AGREEMENT  
BETWEEN  
JAMES D. CUMMINGS, D.O.  
AND  
THE STATE MEDICAL BOARD OF OHIO

THIS CONSENT AGREEMENT is entered into by and between JAMES D. CUMMINGS, D.O. and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

JAMES D. CUMMINGS, D.O. enters into this 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.

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

- A. THE STATE MEDICAL BOARD OF OHIO (hereinafter Board), is empowered by Section 4731.22(B)(26), 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 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.
- B. THE BOARD enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26) 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. JAMES D. CUMMINGS, D.O. is licensed to practice osteopathic medicine and surgery in the State of Ohio.
- D. JAMES D. CUMMINGS, D.O., ADMITS that he suffered from a chemical dependency problem (Fentanyl) and that he underwent treatment for his condition in December, 1983 at Toledo Hospital.
- E. JAMES D. CUMMINGS, D.O. entered into a Consent Agreement with the BOARD which became effective May 21, 1986. JAMES D. CUMMINGS, D.O. was released from the terms of this Consent Agreement by the BOARD on May 1, 1988, upon successful completion of its terms.
- F. JAMES D. CUMMINGS, D.O., FURTHER ADMITS that he suffered a relapse of his chemical dependency problem (I.V. Fentanyl) in July, 1988 and underwent treatment for his condition at Shepherd Hill Hospital from September 22, 1988 through January 13, 1989.

WHEREFORE, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, JAMES D. CUMMINGS, D.O. knowingly and voluntarily agrees that his license to practice osteopathic medicine and surgery shall be REVOKED, and that said revocation shall be stayed upon the following probationary terms, conditions and limitations:

1. JAMES D. CUMMINGS, D.O. shall obey all federal, state and local laws, and all rules governing the practice of osteopathic medicine in Ohio.
2. JAMES D. CUMMINGS, D.O. shall abstain completely from the personal use or possession of drugs, except those prescribed, administered, or dispensed to him by another person so authorized by law, who has full knowledge of his history of chemical dependency.

3. JAMES D. CUMMINGS, D.O. shall abstain completely from the use of alcohol.
4. In the event that JAMES D. CUMMINGS, D.O. should leave Ohio for three continuous months, or reside or practice outside the State, he must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside of Ohio will not apply to the reduction of this period under the Consent Agreement.
5. JAMES D. CUMMINGS, D.O. shall submit quarterly declarations under penalty of perjury stating whether there has been compliance with all the conditions of this Consent Agreement.
6. JAMES D. CUMMINGS, D.O. shall appear in person for interview before the full BOARD or its designated representative at three (3) month intervals, or as otherwise requested by the BOARD.
7. Within 30 days of the effective date of this Consent Agreement, DOCTOR CUMMINGS shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, acceptable to the BOARD no less than four (4) times per week. In the quarterly reports to the BOARD, DOCTOR CUMMINGS shall provide documentary evidence of continuing compliance with this program.
8. DOCTOR CUMMINGS shall maintain full and complete compliance with the provisions contained in any aftercare agreement between himself and the Ohio University College of Osteopathic Medicine Adhoc Committee on Health and Wellness. DOCTOR CUMMINGS hereby agrees that that Committee shall notify the BOARD of any relapse or noncompliance.
9. DOCTOR CUMMINGS shall submit to random urine screenings for drugs on a weekly basis or as otherwise directed by the BOARD. DOCTOR CUMMINGS is to ensure that all screening reports are forwarded directly to the BOARD on a monthly basis.  
  
DOCTOR CUMMINGS shall submit the required urine specimens to Anthony J. Tenoglia, D.O. Dr. Tenoglia shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, Dr. Tenoglia shall immediately inform the BOARD of any positive screening results.  
  
In the event that Dr. Tenoglia becomes unable or unwilling to so serve, DOCTOR CUMMINGS must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable.  
  
The Board retains the right to require, and DOCTOR CUMMINGS agrees to submit, blood or urine specimens for analysis upon request and without prior notice.
10. DOCTOR CUMMINGS shall immediately surrender his United States Drug Enforcement Administration Certificate. He shall be ineligible to hold and shall not reapply for registration with DEA to prescribe, dispense, or administer controlled substances without prior BOARD approval.

11. DOCTOR CUMMINGS shall not prescribe, administer, dispense, order, or possess (except as allowed under Paragraph 2, above) any controlled substance as defined by State or Federal law.
12. DOCTOR CUMMINGS shall not practice as an anesthesiologist.
13. DOCTOR CUMMINGS shall provide all employers and the Chief of Staff at each hospital where he has or obtains privileges with a copy of this Consent Agreement.

The above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties. However, this Agreement shall remain in force for a minimum of five (5) years prior to any request for termination of said Agreement.

If, in the discretion of the Secretary of THE STATE MEDICAL BOARD OF OHIO, JAMES D. CUMMINGS, D.O. appears to have violated or breached any terms or conditions of this Agreement, THE STATE MEDICAL BOARD OF OHIO 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.

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.

JAMES D. CUMMINGS, D.O. 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.

The terms and conditions of this Agreement shall become effective immediately upon the last date of signature below.

  
JAMES D. CUMMINGS, D.O.

5-7-90  
DATE

  
HENRY G. CRAMBLETT, M.D.  
Secretary

5/11/90  
DATE

  
JOHN E. RAUCH, D.O.  
Supervising Member

5/7/90  
DATE

  
JOHN C. DOWLING, Esquire  
Assistant Attorney General

5/14/90  
DATE

OHIO  
MEDICAL

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BETWEEN  
JAMES D. CUMMINGS, D.O.  
AND  
THE STATE MEDICAL BOARD

THIS CONSENT AGREEMENT IS entered into by and between JAMES D. CUMMINGS, D.O. and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapters 4730. and 4731. of the Ohio Revised Code.

JAMES D. CUMMINGS, D.O., enters into this Agreement being fully aware of his rights, including his right to be advised by counsel.

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

JAMES D. CUMMINGS, D.O., admits that he suffered from a chemical dependency problem and that he underwent treatment for his condition in December, 1983 at Toledo Hospital.

WHEREFORE, in consideration of the foregoing and mutual promises herein-after set forth, and in lieu of any formal proceedings at this time, JAMES D. CUMMINGS, D.O., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO to the following conditions:

- A. THE STATE MEDICAL BOARD OF OHIO agrees to issue a certificate to practice osteopathic medicine and surgery to JAMES D. CUMMINGS, D.O.
- B. DR. CUMMINGS shall abstain completely from the personal use or possession of drugs, except those prescribed, administered, or dispensed to him by his treating physician who has full knowledge of DR. CUMMINGS' history of drug dependency.
- C. DR. CUMMINGS agrees to attend Alcoholics Anonymous, Narcotics Anonymous, Drug Addicts Anonymous, or other drug rehabilitation programs acceptable to the BOARD no less than three times per week. In his Quarterly Reports to the BOARD or its designated representative, DR. CUMMINGS shall provide documentary evidence of continuing compliance with this program.
- D. DR. CUMMINGS shall have a supervising physician, approved by the BOARD, who shall monitor him and provide the BOARD with reports on the doctor's progress. DR. CUMMINGS is to ensure that said reports are forwarded to the BOARD on a quarterly basis. In the event that the designated supervising physician becomes unable or unwilling to serve as the supervising physician, DR. CUMMINGS must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable.
- E. DR. CUMMINGS agrees to submit to random urine screenings for narcotics on a weekly basis or as otherwise directed by the BOARD. DR. CUMMINGS shall ensure that such weekly screening results are forwarded directly to the BOARD on a monthly basis. The BOARD retains the right to require DR. CUMMINGS to submit blood or urine specimens for analysis for any chemical substance without prior notice.
- F. DR. CUMMINGS shall not apply for his DEA Certificate without prior BOARD approval. THE STATE MEDICAL BOARD shall consider permitting DR. CUMMINGS to apply for his DEA Certificate at its June, 1986 formal meeting and shall notify DR. CUMMINGS of the exact date and time of the meeting so that he can personally appear. If the BOARD does not permit him to apply

for his DEA Certificate at that time, the BOARD shall thereafter reconsider this matter within a reasonable time after receiving a request for reconsideration from JAMES D. CUMMINGS, D.O. If DR. CUMMINGS is permitted to apply for his DEA Certificate, he shall keep a log of all drugs prescribed, dispensed or administered by him. The BOARD, in its discretion, may place other limitations on DR. CUMMINGS' prescribing privileges as it deems appropriate.

G. DR. CUMMINGS agrees to personally appear before the BOARD or its representative every three (3) months at such times as the BOARD deems appropriate.

The terms, limitations, and conditions in paragraphs C and E shall be suspended when DR. CUMMINGS is out of Toledo, Ohio or its vicinity or out of the State of Ohio for one week or more. Such time shall not exceed more than six weeks a year unless prior approval of the BOARD has been obtained. DR. CUMMINGS shall send written notice to the BOARD in advance of such times he will be out of town or out of state.

The above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties. Upon the request of either party, the STATE MEDICAL BOARD shall schedule an appearance of JAMES D. CUMMINGS, D.O., before the BOARD at its formal meeting to discuss the appropriateness of modifying or terminating the above stated terms or conditions.

This agreement shall expire two years after the effective date, unless the BOARD, upon consideration, determines that a longer term is appropriate to ensure adequate protection of the public.

If, in the discretion of the Secretary of the STATE MEDICAL BOARD OF OHIO, JAMES D. CUMMINGS, D.O., appears to have violated or breached any terms or conditions of this Agreement, the STATE MEDICAL BOARD OF OHIO 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.

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.

It is AGREED AND UNDERSTOOD by and between both parties that this CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code.

The terms and conditions of this Agreement shall become effective immediately upon the parties' signatures hereto.

James D. Cummings  
JAMES D. CUMMINGS, D.O.

April 11, 1986  
DATE

Henry G. Cramblett  
HENRY G. CRAMBLETT, M.D.  
SECRETARY

5/19/86  
DATE

William W. Johnston  
WILLIAM W. JOHNSTON, ESQ.  
SUPERVISING MEMBER

21 May 86  
DATE