

**STEP II  
CONSENT AGREEMENT  
BETWEEN  
JAMES CAMERON JOHNSON, D.O.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between James Cameron Johnson, D.O., [Dr. Johnson], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Johnson 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 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)(26), Ohio Revised Code, 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), 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. Dr. Johnson is seeking reinstatement of his certificate to practice osteopathic medicine and surgery, license number 34.007672, which was indefinitely suspended, but at least until September 7, 2008, (which was 90 days from the date that Dr. Johnson's minimum suspension period would have ended under his prior December 2007 Step I Consent Agreement) pursuant to the Superseding Step I Consent Agreement Between James Cameron Johnson, D.O. and the State Medical Board of Ohio [July 2008 Superseding Step I Consent Agreement], effective July 9, 2008, a copy of which is attached hereto and incorporated herein.
- D. Dr. Johnson states that he is not licensed to practice in any other state or jurisdiction.

- E. Dr. Johnson admits that on or about July 14, 2008, he entered treatment at Toledo Hospital, a Board-approved treatment provider in Toledo, Ohio, after relapse of his alcohol dependence. Dr. Johnson admits that he completed 28 days of inpatient treatment and was discharged from Toledo Hospital, treatment complete, on or about August 11, 2008.

Dr. Johnson further states, and the Board acknowledges receipt of information to support, that he commenced an aftercare contract on or about August 17, 2008, as signed and amended on September 29, 2008, with the Woods at Parkside [Parkside], a Board-approved treatment provider located in Columbus, Ohio. Dr. Johnson further states, and the Board acknowledges receipt of information to support, that he has remained compliant with his aftercare contract with Parkside.

Further, Dr. Johnson states, and the Board acknowledges receipt of information to support, that Harry P. Nguyen, M.D., Medical Director, Detox Unit, at Parkside, and Agha Shahid, Medical Director, ADTC, at Toledo Hospital, have each provided a written report indicating that Dr. Johnson's ability to practice has been assessed and that he has been determined to be capable of practicing according to acceptable and prevailing standards of care so long as certain monitoring conditions are in place.

Dr. Johnson further states, and the Board acknowledges receipt of information to support, that he successfully completed a Board-approved professional ethics course dealing with the ethical principles Dr. Johnson violated when he had an inappropriate dual relationship with a patient.

Accordingly, Dr. Johnson states, and the Board acknowledges receipt of information to support, that Dr. Johnson has substantially fulfilled the conditions for reinstatement of his certificate to practice osteopathic medicine and surgery, as established in the July 2008 Superseding Step I Consent Agreement.

#### **AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of Dr. Johnson to practice osteopathic medicine and surgery in the State of Ohio shall be REINSTATED, and Dr. Johnson knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Johnson shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.

2. Dr. Johnson shall submit quarterly declarations under penalty of Board disciplinary action and/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 date his quarterly declaration would have been due pursuant to his July 2008 Superseding Step I Consent Agreement with the Board, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Johnson shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his July 2008 Superseding Step I Consent Agreement with the Board. 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.
4. Dr. Johnson shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Johnson resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Johnson may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Johnson is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.
5. In the event Dr. Johnson 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 OF REHABILITATION AND TREATMENT**

### **Drug Associated Restrictions**

6. Dr. Johnson shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, on the date upon which Dr. Johnson's quarterly declaration is due, or as otherwise directed by the Board. Further,

Dr. Johnson shall make his patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.

7. Dr. Johnson shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Johnson to administer or personally furnish controlled substances, Dr. Johnson shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board and shall be submitted to the Board no later than the date upon which Dr. Johnson's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Johnson shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board immediately upon request.

#### **Sobriety**

8. Dr. Johnson shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Johnson's history of chemical dependency. Further, in the event that Dr. Johnson is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Johnson shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Johnson received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Johnson shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.
9. Dr. Johnson shall abstain completely from the use of alcohol.

#### **Drug and Alcohol Screens/Drug Testing Facility and Collection Site**

10. Dr. Johnson shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Johnson shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Johnson's drug(s) of choice.

Dr. Johnson shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Johnson acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site, except as provided in Paragraph 11 below, and the screening process shall require a daily call-in procedure.

Dr. Johnson shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Johnson shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Johnson shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, within thirty days of making such arrangements, Dr. Johnson shall provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Johnson and the Board-approved drug testing facility and/or collection site. Dr. Johnson's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement. However, Dr. Johnson and the Board further agree that in the event Dr. Johnson previously entered into the aforementioned financial and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Johnson is currently participating in an ongoing urine screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Johnson shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Johnson and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Johnson shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Johnson must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Johnson shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Johnson acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. Dr. Johnson and the Board agree that it is the intent of this Consent Agreement that Dr. Johnson shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Johnson, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Johnson:
  - a. Within thirty days of the date upon which Dr. Johnson is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Johnson, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Johnson shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Johnson's residence or employment location, or to a physician who practices in the same locale as Dr. Johnson. Dr. Johnson shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Johnson

acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

- b. Dr. Johnson shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Johnson must immediately notify the Board in writing. Dr. Johnson shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Johnson shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Johnson.
- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Johnson's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
- e. In the event that the Board approved an alternate drug testing facility and/or collection site, or a supervising physician, pursuant to the July 2008 Superseding Step I Consent Agreement between Dr. Johnson and the Board, Dr. Johnson and the Board agree that the entity, facility or person previously approved by the Board to so serve pursuant to the July 2008 Superseding Step I Consent Agreement is hereby approved to continue as Dr. Johnson's designated alternate drug testing facility and collection site or as his supervising physician under this Consent Agreement.

12. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Johnson's quarterly declaration. It is Dr. Johnson's responsibility to ensure that reports are timely submitted.
13. The Board retains the right to require, and Dr. Johnson agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Johnson, or for any other purpose, at Dr. Johnson's expense upon the Board's request and without prior notice. Dr. Johnson's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

#### **Monitoring Physician**

14. Before engaging in any medical practice, Dr. Johnson shall submit to the Board in writing the name and curriculum vitae of a monitoring physician 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 physician who practices in the same locale as Dr. Johnson and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Johnson and his medical practice, and shall review Dr. Johnson's patient charts. The chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the Board.

Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Johnson and his medical practice, and on the review of Dr. Johnson's patient charts. Dr. Johnson 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 Dr. Johnson's quarterly declaration.

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

The Board expressly reserves the right to disapprove any person proposed to serve as Dr. Johnson's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Johnson's designated monitoring physician, in the event that the Secretary and Supervising Member of the Board determine that any such monitoring physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

### **Rehabilitation Program**

15. Dr. Johnson shall maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Johnson shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Johnson's quarterly declarations.

### **Aftercare**

16. Dr. Johnson shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
17. Dr. Johnson shall maintain continued compliance with the terms of the aftercare contract entered into with a Board-approved treatment provider, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

### **Releases**

18. Dr. Johnson shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Johnson's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Johnson further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or

aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

#### **Required Reporting by Licensee**

19. Within thirty days of the effective date of this Consent Agreement, Dr. Johnson shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Johnson shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Johnson provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Johnson shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Johnson 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.
  
20. Within thirty days of the effective date of this Consent Agreement, Dr. Johnson shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Johnson further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Johnson 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.

21. Dr. Johnson shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Johnson chemical dependency treatment or monitoring. Further, Dr. Johnson 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.
22. Dr. Johnson shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Johnson 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 Dr. Johnson has violated any term, condition or limitation of this Consent Agreement, Dr. Johnson 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(G), Ohio Revised Code.

#### **DURATION/MODIFICATION OF TERMS**

Dr. Johnson shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Johnson shall not request modification to the probationary terms,

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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 Dr. Johnson, 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

Dr. Johnson 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.

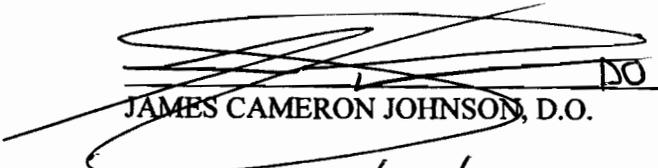
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Johnson 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. Dr. Johnson acknowledges that his social security number will be used if this information is so reported and agrees to provide his 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.

  
\_\_\_\_\_  
JAMES CAMERON JOHNSON, D.O.

DATE

10/01/2008

  
\_\_\_\_\_  
LANCE A. TALMAGE, M.D.  
Secretary

DATE

10-8-08

  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

10/5/08  
DATE

  
\_\_\_\_\_  
ANGELA McNAIR  
Enforcement Attorney

10/02/08  
DATE

030207-00000000  
JUN 29 2008

**SUPERSEDING STEP I  
CONSENT AGREEMENT  
BETWEEN  
JAMES CAMERON JOHNSON, D.O.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between James Cameron Johnson, D.O., [Dr. Johnson], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Johnson 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 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 violation of Section 4731.22(B)(26), Ohio Revised Code, 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), Ohio Revised Code, as set forth in Paragraph(s) 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 Agreement.
- C. Dr. Johnson admits that his license to practice osteopathic medicine and surgery in the State of Ohio, License # 34.007672, was suspended pursuant to the terms of the Step I Consent Agreement Between James Cameron Johnson, D.O., and The State Medical Board of Ohio that became effective on December 12, 2007, [December 2007 Step I Consent Agreement], a copy of which is attached hereto and incorporated herein. Dr. Johnson further admits that his certificate to practice osteopathic medicine and surgery in the State of Ohio remains suspended to date.
- D. Dr. Johnson states that he is not licensed to practice osteopathic medicine and surgery in any other state or jurisdiction.

- E. Dr. Johnson admits that he is presently subject to license suspension and monitoring by the Board pursuant to the December 2007 Step I Consent Agreement, which was based upon Dr. Johnson having had an inappropriate dual relationship with a patient and having been diagnosed with alcohol dependency, for which he completed inpatient treatment at Parkside, a Board-approved treatment provider, on November 15, 2007.

Dr. Johnson further admits that after he was discharged from Parkside, he went and purchased a bottle of wine and consumed a portion. Dr. Johnson admits that, despite his obligation to self-report any relapse he experiences, he failed to notify the Board of his relapse before his December 2007 Step I Consent Agreement was ratified at the December 2007 meeting. Dr. Johnson further admits that he signed the December 2007 Step I Consent Agreement on or about December 1, 2007, approximately two weeks after he completed treatment and subsequently relapsed. Dr. Johnson further admits that he later disclosed this relapse to the Board during a probationary office conference.

Dr. Johnson acknowledges that due to his relapse within one year of completing treatment, he is required to successfully complete another term of inpatient treatment, to include at least twenty-eight days of inpatient or residential treatment for chemical dependence, at a Board-approved treatment provider.

Dr. Johnson admits that he has not been actively engaged in the practice of osteopathic medicine or surgery since October 16, 2007.

### **AGREED CONDITIONS**

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

### **SUSPENSION OF CERTIFICATE**

1. The suspension of Dr. Johnson's certificate to practice osteopathic medicine and surgery in the State of Ohio for an indefinite period of time, but not less than 180 days, stemming from the December 2007 Step I Consent Agreement, is hereby terminated upon the effective date of the instant Superseding Step I Consent Agreement. Further, Dr. Johnson's certificate to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but at least until September 7, 2008, which is 90 days from the date that Dr. Johnson's minimum suspension period would have ended under his prior December 2007 Step I Consent Agreement.

### **Obey all Laws**

2. Dr. Johnson shall obey all federal, state, and local laws.

Sobriety

3. Dr. Johnson shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Johnson's history of chemical dependency. Further, in the event that Dr. Johnson is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Johnson shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Johnson received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Johnson shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.
4. Dr. Johnson shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Johnson shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Johnson resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Johnson may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Johnson is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Releases: Quarterly Declarations and Appearances

6. Dr. Johnson shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Johnson's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Johnson further

agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

7. Dr. Johnson shall submit quarterly declarations under penalty of Board disciplinary action and/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 date his quarterly declaration would have been due pursuant to his December 2007 Step I Consent Agreement with the Board, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
8. Dr. Johnson shall appear in person for an interview before the full Board or its designated representative on the date his appearance would have been scheduled pursuant to his December 2007 Step I Consent Agreement with the Board. 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.

Drug & Alcohol Screens; Drug Testing Facility and Collection Site

9. Dr. Johnson shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Johnson shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Johnson's drug(s) of choice.

Dr. Johnson shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Johnson acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site, except as provided in Paragraph 10 below, and the screening process shall require a daily call-in procedure.

Dr. Johnson shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Johnson shall be negative, except for those substances prescribed, administered, or dispensed to him in

conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Johnson shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, within thirty days of making such arrangements, Dr. Johnson shall provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Johnson and the Board-approved drug testing facility and/or collection site. Dr. Johnson's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement.

Dr. Johnson shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Johnson and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Johnson shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Johnson must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Johnson shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Johnson acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

10. Dr. Johnson and the Board agree that it is the intent of this Consent Agreement that Dr. Johnson shall submit his urine specimens to the Board-approved drug testing facility and

collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Johnson, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Johnson,

- a. Within thirty days of the date upon which Dr. Johnson is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Johnson, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Johnson shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Johnson's residence or employment location, or to a physician who practices in the same locale as Dr. Johnson. Dr. Johnson shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Johnson acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
- b. Dr. Johnson shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Johnson must immediately notify the Board in writing. Dr. Johnson shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Johnson shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Johnson.

d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Johnson's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Johnson's quarterly declaration. It is Dr. Johnson's responsibility to ensure that reports are timely submitted.
12. The Board retains the right to require, and Dr. Johnson agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Johnson, or for any other purpose, at Dr. Johnson's expense upon the Board's request and without prior notice. Dr. Johnson's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

#### Rehabilitation Program

13. Dr. Johnson shall maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Johnson shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Johnson's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Johnson shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract, provided that, where the terms of the aftercare contract conflict with the terms of this Consent Agreement, the terms of this Consent Agreement shall control.

#### **CONDITIONS FOR REINSTATEMENT**

15. The Board shall not consider reinstatement or restoration of Dr. Johnson's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:

- a. Dr. Johnson shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
- b. Dr. Johnson shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
  - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Johnson has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical abuse/dependence, as set forth in Rules 4731-16-02(B)(4) and 4731-16-08(A)(13), Ohio Administrative Code, completed consecutively.
  - ii. Evidence of continuing full compliance with, or successful completion of, a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
  - iii. Evidence of continuing full compliance with this Consent Agreement.
  - iv. Two written reports indicating that Dr. Johnson's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Johnson. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Johnson shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Johnson, and any conditions, restrictions, or limitations that should be imposed on Dr. Johnson's practice. The reports shall also describe the basis for the evaluator's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated

assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

Ethics Course

- c. At the time he submits his application for reinstatement, Dr. Johnson shall provide acceptable documentation of successful completion of a professional ethics course or courses dealing with the ethical principles Dr. Johnson violated in this matter. 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. Any courses taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed.

In addition, at the time Dr. Johnson submits the documentation of successful completion of the course or courses dealing with professional ethics, he shall also submit to the Board a written report describing the course, setting forth what he learned from the course, and identifying with specificity how he will apply what he has learned to his practice of osteopathic medicine in the future.

- d. Dr. Johnson shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Johnson are unable to agree on the terms of a written Consent Agreement, then Dr. Johnson further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code. The Board shall provide notice to Dr. Johnson that said hearing has been scheduled, advising Dr. Johnson of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement of Dr. Johnson's certificate to practice osteopathic medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Johnson shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Johnson has maintained sobriety.

16. In the event that Dr. Johnson has not been engaged in the active practice of osteopathic medicine and surgery for a period in excess of two years prior to application for

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reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Johnson's fitness to resume practice.

#### **REQUIRED REPORTING BY LICENSEE**

17. Within thirty days of the effective date of this Consent Agreement, Dr. Johnson shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Johnson shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Johnson provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Johnson shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Johnson 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.
18. Within thirty days of the effective date of this Consent Agreement, Dr. Johnson shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Johnson further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. Johnson 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.

19. Dr. Johnson shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Johnson chemical dependency treatment or monitoring. Further, Dr. Johnson 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.
20. Dr. Johnson shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

#### **DURATION/MODIFICATION OF TERMS**

The above-described terms, conditions and limitations 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 Dr. Johnson, 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.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Johnson 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.

#### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Johnson 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.

Dr. Johnson 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. Dr. Johnson acknowledges that his social security number will be used if this information is so reported and agrees to provide his 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.

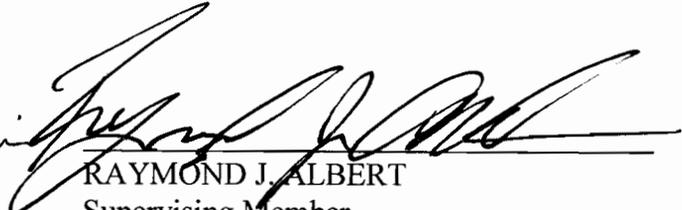
  
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JAMES CAMERON JOHNSON, D.O.

  
\_\_\_\_\_  
LANCE A. TALMAGE, M.D.  
Secretary

7/3/08  
\_\_\_\_\_  
DATE

7-9-08  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
John R. Irwin, M.D., Esq.  
Counsel for Dr. Johnson

  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

by email approval 7/8/08  
\_\_\_\_\_  
DATE

7/9/08  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
ANGELA MCNAIR  
Enforcement Attorney

7/7/08  
\_\_\_\_\_  
DATE

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**STEP I  
CONSENT AGREEMENT  
BETWEEN  
JAMES CAMERON JOHNSON, D.O.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between James Cameron Johnson, D.O., [Dr. Johnson], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Johnson 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 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 violations of Section 4731.22(B)(26), Ohio Revised Code, "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;" Section 4731.22(B)(6), "[a] departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established;" and/or Section 4731.22(B)(18), Ohio Revised Code, "[v]iolation 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 boards specifies by rule."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code; Section 4731.22(B)(6), Ohio Revised Code; and Section 4731.22(B)(18), Ohio Revised Code, to wit: Section 15 of the American Osteopathic Association's Code of Ethics, as set forth in Paragraph E-F 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 Agreement. 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 Agreement, other than those specifically referenced in Paragraph E-F below.

- C. Dr. Johnson is licensed to practice osteopathic medicine and surgery in the State of Ohio, License # 34.007672.
- D. Dr. Johnson states that he is not licensed to practice osteopathic medicine and surgery in any other state or jurisdiction.
- E. Dr. Johnson admits that on or about October 8, 2007, he initially entered Shepherd Hill Hospital, a Board-approved treatment provider, for the purpose of obtaining a seventy-two hour chemical dependency evaluation. Dr. Johnson admits that upon his discharge from Shepherd Hill, he was diagnosed with chemical dependency and advised that further treatment was recommended.

Dr. Johnson admits that on or about October 16, 2007, he entered inpatient treatment at the Woods at Parkside [Parkside], a Board-approved treatment provider in Gahanna, Ohio. Dr. Johnson admits that his drug of choice is alcohol and states that his pattern of drinking escalated as a means of coping with the stress of serious financial issues. Dr. Johnson states that he did not really drink until his residency when he began to socially drink with friends and colleagues over dinner. Dr. Johnson admits that between January and July of 2006, he slowly began to drink more and more. Dr. Johnson admits that his problem with drinking culminated in his arrest for DUI on two separate occasions within a ten day period in or about August 2007. Dr. Johnson admits that his arrests forced him to recognize that he needed to deal with the alcohol issue. Dr. Johnson admits that prior to entering treatment he would drink wine some nights, and beer or vodka on others, but that in all he would drink excessively approximately 4 to 5 nights per week. On or about November 15, 2007, Dr. Johnson states that he was discharged from Parkside, treatment complete and that he is currently participating in an aftercare program.

Dr. Johnson admits that he has not been actively engaged in the practice of osteopathic medicine or surgery since October 16, 2007.

- F. Dr. Johnson further admits that during or about January 2006, he began a sexual relationship with one of his employees who he also treated as his then-current patient. Dr. Johnson admits that the personal relationship continues to date and that when a Medical Board Investigator advised him of the inappropriate nature of his treatment of someone with whom he has a personal involvement, Dr. Johnson issued a 30-day letter terminating the doctor-patient relationship. Dr. Johnson admits that his conduct supports disciplinary action pursuant to Section 4731.22(B)(18), Ohio Revised Code, in that it constitutes a violation of Section 15 of the Code of Ethics adopted by the American Osteopathic Association, and that his conduct constitutes a departure from or failure to conform to minimal standards of care as that language is used in Section 4731.22(B)(6), Ohio Revised Code.

### **AGREED CONDITIONS**

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

#### **SUSPENSION OF CERTIFICATE**

1. The certificate of Dr. Johnson to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 180 days.

#### **Sobriety**

2. Dr. Johnson shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Johnson's history of chemical dependency.
3. Dr. Johnson shall abstain completely from the use of alcohol.

#### **Releases; Quarterly Declarations and Appearances**

4. Dr. Johnson shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Johnson's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Johnson further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
5. Dr. Johnson shall submit quarterly declarations under penalty of Board disciplinary action and/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, provided that if the effective date is on or after the sixteenth 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.

6. Dr. Johnson shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. 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.

Drug & Alcohol Screens; Supervising Physician

7. Dr. Johnson shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Johnson shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board.

Dr. Johnson shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Within thirty days of the effective date of this Consent Agreement, Dr. Johnson shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Johnson shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Johnson. Dr. Johnson and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Johnson shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Johnson must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Johnson shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

All screening reports and supervising physician reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Johnson's

quarterly declaration. It is Dr. Johnson's responsibility to ensure that reports are timely submitted.

8. The Board retains the right to require, and Dr. Johnson agrees to submit, blood or urine specimens for analysis at Dr. Johnson's expense upon the Board's request and without prior notice.

#### Rehabilitation Program

9. Within thirty days of the effective date of this Consent Agreement, Dr. Johnson shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Johnson shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Johnson's quarterly declarations.

#### **CONDITIONS FOR REINSTATEMENT**

10. The Board shall not consider reinstatement of Dr. Johnson's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:
  - a. Dr. Johnson shall submit an application for reinstatement, accompanied by appropriate fees, if any.
  - b. Dr. Johnson shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
    - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Johnson has successfully completed any required inpatient treatment.
    - ii. Evidence of continuing full compliance with a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
    - iii. Evidence of continuing full compliance with this Consent Agreement.

- iv. Two written reports indicating that Dr. Johnson's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Johnson. Prior to the assessments, Dr. Johnson shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Johnson, and any conditions, restrictions, or limitations that should be imposed on Dr. Johnson's practice. The reports shall also describe the basis for the evaluator's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement.

#### Ethics Course

- c. At the time he submits his application for reinstatement, Dr. Johnson shall provide acceptable documentation of successful completion of a professional ethics course or courses dealing with the ethical principles Dr. Johnson violated in this matter. 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. Any courses taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed.

In addition, at the time Dr. Johnson submits the documentation of successful completion of the course or courses dealing with professional ethics, he shall also submit to the Board a written report describing the course, setting forth what he learned from the course, and identifying with specificity how he will apply what he has learned to his practice of osteopathic medicine in the future.

- d. Dr. Johnson shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Johnson are unable to agree on the terms of a written Consent Agreement, then Dr. Johnson further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

Further, upon reinstatement of Dr. Johnson's certificate to practice osteopathic medicine and surgery in this state, the Board shall require continued monitoring

which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Johnson shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Johnson has maintained sobriety.

11. In the event that Dr. Johnson has not been engaged in the active practice of osteopathic medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Johnson's fitness to resume practice.

#### **REQUIRED REPORTING BY LICENSEE**

12. Within thirty days of the effective date of this Consent Agreement, Dr. Johnson shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Johnson shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.
13. Within thirty days of the effective date of this Consent Agreement, Dr. Johnson 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 he currently holds any professional license. Dr. Johnson 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 he applies for any professional license or reinstatement of any professional license. Further, Dr. Johnson shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
14. Dr. Johnson shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Johnson chemical dependency treatment or monitoring.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Johnson 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.

**ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Johnson 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.

Dr. Johnson 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. Dr. Johnson acknowledges that his social security number will be used if this information is so reported and agrees to provide his 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.

  
\_\_\_\_\_  
JAMES CAMERON JOHNSON, D.O.

  
\_\_\_\_\_  
LANCE A. TALMAGE, D.O.  
Secretary

12/01/2007  
DATE

12-12-07  
DATE

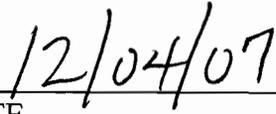
  
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RAYMOND J. ALBERT  
Supervising Member

12/12/07  
DATE

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OF OHIO



\_\_\_\_\_  
ANGELA MCNAIR  
Enforcement Attorney



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