

**CONSENT AGREEMENT  
BETWEEN  
SCOTT MICHAEL CAMPBELL, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Campbell 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)(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), Ohio Revised Code, as set forth in Paragraphs E through H, 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. Campbell is licensed to practice medicine and surgery in the State of Ohio, License # 35-060794.
- D. Dr. Campbell states that he is not licensed to practice medicine and surgery in any other state.
- E. Dr. Campbell admits that, after being interviewed by Board representatives as part of the Board's investigation into allegations that he is impaired due to chemical use, Dr. Campbell agreed to voluntarily submit to a three-day inpatient evaluation at a Board approved treatment provider to determine whether he is in violation of Section

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4731.22(B)(26), Ohio Revised Code. Dr. Campbell further admits that, on or about March 17, 2003, he entered Glenbeigh Health Sources, a Board approved treatment provider in Rock Creek, Ohio, for the aforementioned evaluation. Dr. Campbell admits that, as a result of the evaluation, he was diagnosed with chemical dependence and that inpatient level of care was recommended. Dr. Campbell further admits that his drugs of choice are marijuana and alcohol, that he has abused cocaine in the past, and that he has not previously had any inpatient, outpatient or any other type of treatment for chemical dependence.

- F. Dr. Campbell states, and the Board acknowledges receipt of information to support, that Dr. Campbell was discharged from Glenbeigh Health Sources, a Board approved treatment provider, on April 16, 2003, after successfully completing twenty-eight days of residential treatment.
- G. Dr. Campbell states, and the Board acknowledges receipt of information to support, that Dr. Campbell entered into a discharge plan with Glenbeigh Health Sources, a Board approved treatment provider, on April 16, 2003, and that he has remained compliant with the terms of the discharge plan. Dr. Campbell states, and the Board acknowledges receipt of information to support, that Dr. Campbell entered into a aftercare contract/agreement with Glenbeigh Health Sources, a Board approved treatment provider, on July 24, 2003, that said aftercare contract/agreement incorporated the terms of the April 16, 2003, discharge plan, and that he has remained compliant with the terms of the aftercare contract/agreement. Dr. Campbell further states, and the Board acknowledges receipt of information to support, that Dr. Campbell entered into an advocacy contract with the Ohio Physicians Effectiveness Program (OPEP) on June 12, 2003, and that Dr. Campbell has remained compliant with the advocacy contract. Dr. Campbell further states that such aftercare agreement and advocacy contract remain in effect to date.
- H. Dr. Campbell further states, and the Board acknowledges, that the Board has received written reports from Chester Prusinski, D.O., of Glenbeigh Health Sources, a Board approved treatment provider, and from Gregory Collins, M.D., of the Cleveland Clinic Foundation, a Board approved treatment provider, indicating that Dr Campbell's ability to practice has been assessed and that he has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring requirements are in place.

#### **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. Campbell knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

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1. Dr. Campbell shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Campbell shall submit quarterly declarations under penalty of Board disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Campbell 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.
4. In the event that Dr. Campbell should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Campbell must notify the Board in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under this Consent Agreement, unless otherwise determined by motion of the Board in instances where the Board can be assured that probationary monitoring is otherwise being performed.
5. In the event Dr. Campbell 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. Campbell shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, thirty days prior to Dr. Campbell's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Campbell shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Campbell 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. Campbell to administer or personally

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furnish controlled substances, Dr. Campbell 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 thirty days prior to Dr. Campbell's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Campbell shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

### **Sobriety**

8. Dr. Campbell 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. Campbell's history of chemical dependency.
9. Dr. Campbell shall abstain completely from the use of alcohol.

### **Drug and Alcohol Screens/Supervising Physician**

10. Dr. Campbell shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Campbell 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.

Within thirty days of the effective date of this Consent Agreement, Dr. Campbell shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Campbell 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. Campbell. Dr. Campbell 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. Campbell 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. Campbell must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as

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

11. The Board retains the right to require, and Dr. Campbell agrees to submit, blood or urine specimens for analysis at Dr. Campbell's expense upon the Board's request and without prior notice. Dr. Campbell's refusal to submit a blood or urine specimen upon request of the Board shall result in a minimum of one year of actual license suspension.

### **Monitoring Physician**

12. Within thirty days of the effective date of this Consent Agreement, Dr. Campbell shall submit 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. Campbell and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Campbell and his medical practice, and shall review Dr. Campbell'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. Campbell and his medical practice, and on the review of Dr. Campbell's patient charts. Dr. Campbell 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. Campbell's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Campbell must immediately so notify the Board in writing. In addition, Dr. Campbell 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. Campbell 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.

### **Rehabilitation Program**

13. Within thirty days of the effective date of this Consent Agreement, Dr. Campbell 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. Campbell 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. Campbell's quarterly declarations.

### **Aftercare/Physician Health Program**

14. Dr. Campbell shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider and the advocacy contract entered into with the Ohio Physicians Effectiveness Program, provided that, where terms of the aftercare contract or advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

### **Releases**

15. Dr. Campbell shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations.

### **Required Reporting by Licensee**

16. Within thirty days of the effective date of this Consent Agreement, Dr. Campbell 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. Campbell 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.
17. Within thirty days of the effective date of this Consent Agreement, Dr. Campbell 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. Campbell 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 for reinstatement of any professional license. Further, Dr. Campbell shall

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

### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Campbell 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. Campbell has violated any term, condition or limitation of this Consent Agreement, Dr. Campbell 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. Campbell shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Campbell shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Campbell 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.

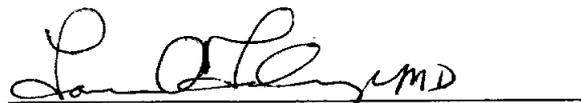
Dr. Campbell hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Campbell agrees to provide his social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

**EFFECTIVE DATE**

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

  
SCOTT MICHAEL CAMPBELL, M.D.

  
LANCE A. TALMAGE, M.D.  
Secretary

8/5/03

DATE

8-13-03

DATE

  
JAMES M. MCGOVERN  
Attorney for Dr. Campbell

  
RAYMOND J. ALBERT  
Supervising Member

8/4/03  
DATE

8/13/03  
DATE

  
KATHLEEN S. PETERSON  
Enforcement Coordinator

August 7, 2003  
DATE