

**SUPERSEDING
CONSENT AGREEMENT
BETWEEN
TIMOTHY ALLEN SCROGGINS, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO
12-CRF-015**

This Superseding Consent Agreement is entered into by and between Timothy Allen Scroggins, M.D., [Dr. Scroggins] and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Scroggins enters into this Superseding 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)(24), Ohio Revised Code, for “the termination or suspension of a certificate of registration to prescribe drugs by the drug enforcement administration of the United States department of justice,” as well as Section 4731.22(B)(19), Ohio Revised Code, for “inability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(24), Ohio Revised Code, as set forth in Paragraph E below, as well as Section 4731.22(B)(19), Ohio Revised Code, as set forth in the August 2009 Probationary Consent Agreement, attached hereto and incorporated herein, 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. Scroggins is licensed to practice medicine and surgery in the State of Ohio, License number 35.079345. Dr. Scroggins admits that he is currently subject to the terms of the August 2009 Probationary Consent Agreement based upon his diagnosis of Major Depressive Disorder and Attention Deficit Hyperactivity Disorder.

- D. Dr. Scroggins states that he is also licensed to practice medicine and surgery in the State of Texas.
- E. Dr. Scroggins admits to the factual and legal allegations in the February 8, 2012 Notice of Opportunity for Hearing, attached hereto and incorporated herein.

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. Scroggins knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

- 1. The aforementioned August 2009 Probationary Consent Agreement is hereby TERMINATED and SUPERSEDED upon the effective date of this instant Consent Agreement. Further, Dr. Scroggins' certificate to practice medicine and surgery in the State of Ohio shall be SUSPENDED for a definite period of 60 days from the effective date of this Consent Agreement.

INTERIM AND PROBATIONARY MONITORING TERMS

Further, Dr. Scroggins knowingly and voluntarily agrees with the Board to the following interim monitoring terms, conditions, and limitations during the period of time that his certificate to practice medicine and surgery is suspended, which shall continue as PROBATIONARY terms, conditions and limitations following the subsequent reinstatement of his certificate:

- 2. Dr. Scroggins shall obey all federal, state, and local laws, and all laws governing the practice of medicine in Ohio.
- 3. Dr. Scroggins 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 day that it would have been due pursuant to the August 2009 Consent Agreement. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
- 4. Dr. Scroggins shall appear in person for an interview before the full Board or its designated representative on the day that he would be scheduled to appear pursuant to the August 2009 Consent Agreement. Subsequent personal appearances must thereafter occur annually, and/or as otherwise requested by the Board. If the appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based upon the appearance date as originally scheduled.

5. Dr. Scroggins 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. Scroggins 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. Scroggins may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Scroggins is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.
6. In the event that Dr. Scroggins 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

Psychiatric Treatment

7. Dr. Scroggins and the Board agree that the person previously approved by the Board to serve as Dr. Scroggins' treating psychiatrist pursuant to the August 2009 Consent Agreement is hereby approved to continue as Dr. Scroggins' designated treating psychiatrist under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Scroggins shall submit to the Board for its prior approval the name and qualifications of an alternative psychiatrist of his choice.

Dr. Scroggins shall undergo and continue psychiatric treatment monthly or as otherwise directed by the Board. Dr. Scroggins shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Scroggins shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Scroggins' current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Scroggins' compliance with his treatment plan; Dr. Scroggins' mental status; Dr. Scroggins' progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Scroggins shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Scroggins is unable to practice due to his psychiatric disorder. It is Dr. Scroggins' responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Scroggins' quarterly declaration.

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Scroggins must immediately so notify the Board in writing. In addition, Dr. Scroggins shall make arrangements acceptable to the Board for another treating psychiatrist within thirty days after the previously designated treating psychiatrist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Scroggins shall ensure that the previously designated treating psychiatrist 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 psychiatrist proposed to serve as Dr. Scroggins' designated treating psychiatrist, or to withdraw approval of any psychiatrist previously approved to serve as Dr. Scroggins' designated treating psychiatrist, in the event that the Secretary and Supervising Member of the Board determine that any such psychiatrist has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

The Board retains the right to require, and Dr. Scroggins agrees to submit, blood, urine, breath, saliva and/or hair specimens for analysis of therapeutic levels of medications that may be prescribed for Dr. Scroggins, or for any other purpose, at Dr. Scroggins' expense upon the Board's request and without prior notice. Dr. Scroggins' 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

8. Dr. Scroggins and the Board agree that the person previously approved by the Board to serve as Dr. Scroggins' monitoring physician pursuant to the August 2009 consent agreement is hereby approved to continue as Dr. Scroggins' monitoring physician under this consent agreement unless within 30 days of the effective date of this consent agreement, Dr. Scroggins shall submit to the Board in writing the name and curriculum vitae of an alternate monitoring physician for prior written approval by the Secretary and Supervising Member of the Board. In approving an alternate 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. Scroggins and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Scroggins and his medical practice, and shall review Dr. Scroggins' 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. Scroggins and his medical practice, and on the review of Dr.

Scroggins' patient charts. Dr. Scroggins 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. Scroggins' quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Scroggins must immediately so notify the Board in writing. In addition, Dr. Scroggins 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. Scroggins shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and reasons therefore.

The Board expressly reserves the right to disapprove any person proposed to serve as Dr. Scroggins' designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Scroggins' designated monitoring physician, in the event that the Secretary and Supervising Member or 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.

Releases

9. Dr. Scroggins shall provide authorizations, 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. Scroggins' psychiatric condition 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. Scroggins 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. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

Required Reporting

10. Within thirty days of the effective date of this Consent Agreement, Dr. Scroggins 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 by 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. Scroggins 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 obtains privileges or appointments. In the event that Dr. Scroggins 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. Scroggins shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Scroggins 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 acknowledgment 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 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.

11. Within thirty days of the effective date of this Consent Agreement, Dr. Scroggins 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. Scroggins 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 the reinstatement of any professional license. Further, Dr. Scroggins 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 acknowledgment 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.
12. Dr. Scroggins shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Scroggins psychiatric treatment or monitoring. Further, Dr. Scroggins 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.

13. Dr. Scroggins 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. Scroggins 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. Scroggins has violated any term, condition or limitation of this Consent Agreement, Dr. Scroggins 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. Scroggins shall not request termination of this Consent Agreement until at least August 12, 2014, five years from the effective date of the August 2009 Consent Agreement. In addition, Dr. Scroggins shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

In the event that the Board initiates future formal proceedings against Dr. Scroggins, 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. Scroggins 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.

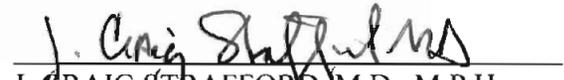
Dr. Scroggins hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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. Scroggins 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.


TIMOTHY ALLEN SCROGGINS, M.D.


J. CRAIG STRAFFORD, M.D., M.P.H.
Secretary

5-3-12
DATE

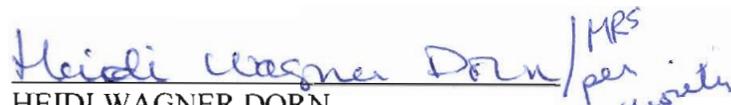
10 MAY 2012
DATE


LAWRENCE WHITNEY
Attorney for Dr. Scroggins


LANCE A. TALMAGE, M.D.
Acting Supervising Member

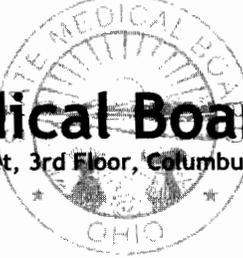
5-3-2012
DATE

5-10-12
DATE


HEIDI WAGNER DORN / MRS
Assistant Attorney General
per authority

5-8-12
DATE

PROBATION DEPARTMENT
MAY 10 2012
COURT CLERK



State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

Richard A. Whitehouse, Esq.
Executive Director

(614) 466-3934
med.ohio.gov

February 8, 2012

Case number: 12-CRF- 015

Timothy Allen Scroggins, M.D.
5666 Richman Road
Spencer, Ohio 44275

Dear Doctor Scroggins:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio [Board] intends to determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

- (1) On or about July 28, 2011, you executed a Voluntary Surrender of Controlled Substances Privileges [Voluntary Surrender] to the U.S. Department of Justice – Drug Enforcement Administration, based upon your alleged failure to comply with the Federal requirements pertaining to controlled substances and your desire to remedy any incorrect or unlawful practices on your part. A copy of the Voluntary Surrender is attached hereto and incorporated herein.

The Voluntary Surrender as alleged in paragraph (1) above constitutes “[t]he revocation, suspension, restriction, reduction, or termination of clinical privileges by the United States department of defense or department of veterans affairs or the termination or suspension of a certificate of registration to prescribe drugs by the drug enforcement administration of the United States department of justice,” as that clause is used in Section 4731.22(B)(24), Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments,

Mailed 2-9-12

Timothy Allen Scroggins, M.D.

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or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that “[w]hen the board refuses to grant a certificate to an applicant, revokes an individual’s certificate to practice, refuses to register an applicant, or refuses to reinstate an individual’s certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate.”

Copies of the applicable sections are enclosed for your information.

Very truly yours,



J. Craig Strafford, M.D., M.P.H.
Secretary

LAT/SRS/flb
Enclosures

CERTIFIED MAIL #91 7199 9991 7030 3376 6065
RETURN RECEIPT REQUESTED

Lawrence Whitney, Esq.
Burdon and Merlitti
137 South Main St., Suite #201
Akron, OH 44308

CERTIFIED MAIL #91 7199 9991 7030 3376 6058
RETURN RECEIPT REQUESTED

VOLUNTARY SURRENDER OF CONTROLLED SUBSTANCES PRIVILEGES

DEA USE ONLY

File No.

After being fully advised of my rights, and understanding that I am not required to surrender my controlled substances privileges, I freely execute this document and choose to take the actions described herein.

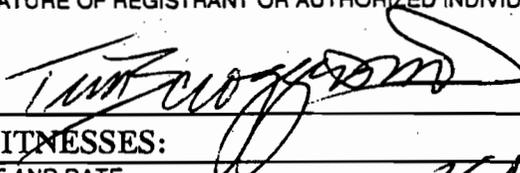
In view of my alleged failure to comply with the Federal requirements pertaining to controlled substances, and as an indication of my good faith in desiring to remedy any incorrect or unlawful practices on my part;

In view of my desire to terminate handling of controlled substances listed in schedule(s) _____;

I hereby voluntarily surrender my Drug Enforcement Administration Certificate of Registration, unused order forms, and all my controlled substances listed in schedule(s) 2,3,4,5 as evidence of my agreement to relinquish my privilege to handle controlled substances listed in schedule(s) 2,3,4,5. Further, I agree and consent that this document shall be authority for the Administrator of the Drug Enforcement Administration to terminate and revoke my registration without an order to show cause, a hearing, or any other proceedings, (and if not all controlled substances privileges are surrendered, be issued a new registration certificate limited to schedule(s) _____).

I waive refund of any payments made by me in connection with my registration.

I understand that I will not be permitted to order, manufacture, distribute, possess, dispense, administer, prescribe, or engage in any other controlled substance activities whatever, until such time as I am again properly registered.

NAME OF REGISTRANT (Print) TIMOTHY SCROGGINS, MD		ADDRESS OF REGISTRANT 5666 RICHMAN ROAD SPENCER, OHIO 44275	
DEA REGISTRATION NO. BS 4298166			
SIGNATURE OF REGISTRANT OR AUTHORIZED INDIVIDUAL 		DATE 7-28-2011	

WITNESSES:			
NAME AND DATE STEPHEN G. MOLOSK		TITLE DIVERSION INVESTIGATOR	
NAME AND DATE SCOTT BRINKS		TITLE DIVERSION INVESTIGATOR	

PRIVACY ACT

AUTHORITY: Section 301 of the Controlled Substances Act of 1970 (PL 91-513).
PURPOSE: Permit voluntary surrender of controlled substances.
ROUTINE USES: The Controlled Substances Act Registration Records produces special reports as required for statistical analytical purposes. Disclosures of information from this system are made to the following categories of users for the purposes stated:
 A. Other Federal law enforcement and regulatory agencies for law enforcement and regulatory purposes.
 B. State and local law enforcement and regulatory agencies for law enforcement and regulatory purposes.
 C. Persons registered under the Controlled Substances Act (Public Law 91-513) for the purpose of verifying the registration of customers and practitioners.
EFFECT: Failure to provide the information will have no effect on the individual.

**PROBATIONARY
CONSENT AGREEMENT
BETWEEN
TIMOTHY ALLEN SCROGGINS, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Scroggins 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)(19), Ohio Revised Code, for “inability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(19), Ohio Revised Code, as set forth in Paragraphs E and F, 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. Scroggins is licensed to practice medicine and surgery in the State of Ohio, license number 35.079345.
- D. Dr. Scroggins states that he is also licensed to practice medicine and surgery in the State of Texas.
- E. Dr. Scroggins admits that he has been diagnosed and treated for depression since at least 2001, and acknowledges that his depressive episodes may have caused a lack of attention to detail in his medical documentation and contributed to a decline in his

STATE MEDICAL BOARD
OF OHIO
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work productivity. Dr. Scroggins further admits that he has been treated for several depressive episodes throughout his life, with such treatment including individual psychotherapy, medical hypnotherapy, and medication management.

- F. Dr. Scroggins admits that on or about March 4, 2009, he was evaluated by a psychiatrist pursuant to a Board-ordered examination, which resulted in the psychiatrist opining to a reasonable degree of medical certainty that Dr. Scroggins has the diagnoses of Major Depressive Disorder and Attention Deficit Hyperactivity Disorder; that Dr. Scroggins' condition is amenable to treatment; and that Dr. Scroggins is capable of practicing medicine and surgery according to acceptable and prevailing standards of care so long as certain conditions are in place. Such conditions include that Dr. Scroggins continue to treat with a psychiatrist at least once per month, and that he comply with taking all medications as prescribed by his treating psychiatrist.

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

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

Dr. Scroggins 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, 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.

Dr. Scroggins 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 thereafter occur annually, 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. Scroggins 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

STATE MEDICAL BOARD
OF OHIO

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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. Scroggins 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. Scroggins may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Scroggins 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. Scroggins 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

Psychiatric Treatment

6. Within thirty days of the effective date of this consent agreement, Dr. Scroggins shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the Board, Dr. Scroggins shall undergo and continue psychiatric treatment monthly or as otherwise directed by the Board. Dr. Scroggins shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Scroggins shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Scroggins' current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Scroggins' compliance with his treatment plan; Dr. Scroggins' mental status; Dr. Scroggins' progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Scroggins shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Scroggins is unable to practice medicine due to his psychiatric disorder. It is Dr. Scroggins' responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Scroggins quarterly declaration.

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Scroggins must immediately so notify the Board in writing. In addition, Dr. Scroggins shall make arrangements acceptable to the Board for another treating psychiatrist within thirty days after the previously designated treating psychiatrist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Scroggins shall ensure that the previously designated

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treating psychiatrist 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 psychiatrist proposed to serve as Dr. Scroggins' designated treating psychiatrist, or to withdraw approval of any such psychiatrist previously approved to serve as Dr. Scroggins' designated treating psychiatrist, in the event that the Secretary and Supervising Member of the Board determine that any such psychiatrist has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

The Board retains the right to require, and Dr. Scroggins 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. Scroggins, or for any other purpose, at Dr. Scroggins's expense upon the Board's request and without prior notice. Dr. Scroggins'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

7. Within thirty days of the effective date of this consent agreement, Dr. Scroggins 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. Scroggins and who is engaged in the same or similar practice specialty.

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Scroggins must immediately so notify the Board in writing. In addition, Dr. Scroggins shall make arrangements acceptable to the Board for another monitoring physician within thirty days after the previously designated

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monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Scroggins 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. Scroggins's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Scroggins'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.

Releases

8. Dr. Scroggins 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. Scroggins's psychiatric condition 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. Scroggins 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. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

Required Reporting by Licensee

9. Within thirty days of the effective date of this Consent Agreement, Dr. Scroggins 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. Scroggins 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. Scroggins 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. Scroggins shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency

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Medical Services. Further, Dr. Scroggins 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.

10. Within thirty days of the effective date of this Consent Agreement, Dr. Scroggins 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. Scroggins 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. Scroggins 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.

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11. Dr. Scroggins shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Scroggins psychiatric treatment or monitoring. Further, Dr. Scroggins 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.

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

In the event that the Board initiates future formal proceedings against Dr. Scroggins, 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. Scroggins 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.

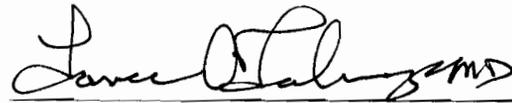
Dr. Scroggins hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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. Scroggins 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.


TIMOTHY ALLEN SCROGGINS, M.D.


LANCE A. TALMAGE, M.D.
Secretary

8/5/09
DATE

8-12-09
DATE


RAYMOND J. ALBERT
Supervising Member

8/12/09
DATE


SHELDON R. SAFKO
Enforcement Attorney

8-11-09
DATE

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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. Scroggins 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

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TIMOTHY ALLEN SCROGGINS, M.D.

LANCE A. TALMAGE, M.D.
Secretary

DATE

DATE

KPBYERS

KEVIN P. BYERS
Attorney for Dr. Scroggins

RAYMOND J. ALBERT
Supervising Member

8.7.09

DATE

DATE

SHELDON R. SAFKO
Enforcement Attorney

DATE

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