

**STEP II**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**JASON VICTOR CHURCH, M.D.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Church 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, "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)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed;" and/or Section 4731.22(B)(5), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatry, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(26) and (B)(5), Ohio Revised Code, and Section 4731(B)(10), Ohio Revised Code, to wit: Section 2925.23, Ohio Revised Code, Illegal Possession of Drug Documents, and Section 2925.22, Ohio Revised Code, Deception to Obtain a Dangerous Drug, as set forth in Paragraphs E and F of the July 13, 2005 Step I Consent Agreement Between Jason Victor Church, M.D., and the State Medical Board of Ohio [July 13, 2005 Step I Consent Agreement], a copy of which is attached hereto and fully incorporated herein, as well as in paragraphs E

through H 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, including but not limited to violations related to patient care, regardless of whether the acts underlying such additional violations are related to the violations set forth herein, and violations based on any methods used by Dr. Church to obtain mood-altering drugs or controlled substances for self-us other than those particularly described in Paragraph E of the July 13, 2005 Step I Consent Agreement.

- C. Dr. Church is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, License # 35.085844, which was suspended pursuant to the terms of the above-referenced July 13, 2005 Step I Consent Agreement.
- D. Dr. Church states that he is not licensed to practice medicine and surgery in any other state or jurisdiction, although he submitted an application for medical licensure in the State of Utah, which remains pending to date.
- E. Dr. Church admits that he entered treatment for chemical dependence and depression at the Woods at Parkside [Parkside], a Board-approved treatment provider in Columbus, Ohio, on or about May 29, 2005, and the he was discharged treatment complete following completion of a 28-day residential program on or about June 25, 2005.
- F. Dr. Church states and the Board acknowledges receipt of information to support that he has remained compliant with the terms of his aftercare contract with Parkside, which is effective from on or about June 25, 2005 to June 25, 2007.
- G. Dr. Church states and the Board acknowledges David Goldberg, D.O., Medical Director of Greene Hall, a Board-approved treatment provider in Xenia, Ohio, provided a written report indicating that Dr. Church'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. Dr. Church states and the Board acknowledges that Edna Jones, M.D., Medical Director of Parkside, provided a written report indicating that Dr. Church'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, including that he continue to receive treatment for his diagnosis of depression from Dr. Jones.
- H. Dr. Church states and the Board acknowledges receipt of information to support that Dr. Church has fulfilled the conditions for reinstatement of his certificate to practice medicine and surgery in the State of Ohio, as established in the above-referenced July 13, 2005 Step I Consent Agreement between Dr. Church and the Board.

### **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. Church to practice medicine and surgery in the State of Ohio shall be reinstated, and Dr. Church knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Church shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Church 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 13, 2005 Step I Consent Agreement with 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. Church 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 13, 2005 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. Church 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.
5. In the event Dr. Church 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. Church 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. Church's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Church shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Church 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. Church to administer or personally furnish controlled substances, Dr. Church 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. Church's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Church 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. Church 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. Church's history of chemical dependency.
9. Dr. Church shall abstain completely from the use of alcohol.

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

10. Dr. Church shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Church 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. Church shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Dr. Church and the Board agree that the person or entity previously approved by the Board to serve as Dr. Church's supervising physician pursuant to the July 13, 2005 Step I Consent Agreement is hereby approved to continue as Dr. Church's designated supervising physician under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Church submits to the Board for its prior approval the name and curriculum

vitae of an alternative supervising physician to whom Dr. Church 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. Church. Dr. Church 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.

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

Dr. Church 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. Church must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Church 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. Church's quarterly declaration. It is Dr. Church's responsibility to ensure that reports are timely submitted.

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

### **Mental Health Treatment**

12. Within thirty days of the effective date of this Consent Agreement, Dr. Church shall submit to the Board for its prior approval the name and qualifications of a physician to provide mental health care for his diagnosis of depression. Upon approval by the Board, Dr. Church shall undergo and continue mental health treatment no less than once every six weeks, or as otherwise directed by the Board or his mental health care provider. Dr. Church shall comply with his mental health counseling and treatment plans, including taking medications as prescribed and/or ordered for his diagnosis of depression.

Dr. Church shall ensure that reports are forwarded by his mental health care provider to the Board on a quarterly basis, or as otherwise directed by the Board. The reports shall contain information describing Dr. Church's current treatment plan and any changes that have been made to the treatment plan since the prior report, Dr. Church's compliance with his treatment plan, Dr. Church's mental status, Dr. Church's progress in treatment and results of any laboratory studies that have been conducted since the prior report. Dr. Church shall ensure that his mental health care provider immediately notifies the Board of his failure to comply with his treatment plan and that his mental health care provider immediately notifies the Board of any determination that Dr. Church is unable to practice due to his diagnosis of depression. It is Dr. Church's responsibility to ensure that quarterly reports are received in the Board's office no later than the due date for Dr. Church's quarterly declaration.

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

### **Monitoring Physician**

13. Before engaging in any medical practice, Dr. Church 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. Church and who is engaged in the same or similar practice specialty.

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

While Dr. Church participates in a residency program accredited by the ACGME or AOA, the Board shall accept a quarterly statement from the director of Dr. Church's residency program, or alternatively, from the attending physician specifically designated by the residency director as the person having responsibility to directly oversee Dr. Church's clinical rotations, addressing Dr. Church's performance (clinical and otherwise) in the residency program, as well as his progress and status, if timely submitted, as satisfaction of the requirements of this paragraph. Should Dr. Church desire to utilize this option in lieu of having a monitoring physician while he participates in a residency program, Dr. Church shall so notify the Board by providing a writing, signed by both himself and his residency director, and, if applicable, by the attending physician specifically designated by the residency director as the person having responsibility to directly oversee Dr. Church's clinical rotations, to the Board before participating in the residency program. Further, should Dr. Church cease participation in an accredited residency and desire to practice outside his residency, if legally authorized to do so pursuant to appropriate licensure, or should his residency director or the designated attending physician become unable or unwilling to serve, Dr. Church must immediately so notify the Board in writing and within 30 days make arrangements for a monitoring physician, as discussed above.

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

14. Dr. Church 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. Church 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. Church's quarterly declarations.

#### **Aftercare**

15. Dr. Church shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
16. Dr. Church shall maintain continued compliance with the terms of the aftercare contract entered into with his 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**

17. Dr. Church 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**

18. Within thirty days of the effective date of this Consent Agreement, Dr. Church 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. Church 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.
19. Within thirty days of the effective date of this Consent Agreement, Dr. Church 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. Church 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. Church shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

20. Dr. Church shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Church chemical dependency treatment or monitoring.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Church 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. Church has violated any term, condition or limitation of this Consent Agreement, Dr. Church 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. Church shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Church 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. Church 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.

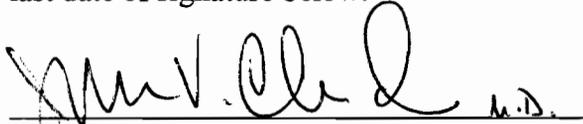
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Church 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. Church 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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JASON VICTOR CHURCH, M.D.

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

1/27/2006  
\_\_\_\_\_  
DATE

2-8-06  
\_\_\_\_\_  
DATE

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

2/8/06  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
MARCIE PASTRICK  
Enforcement Attorney

Jan. 31, 2006  
\_\_\_\_\_  
DATE

**STEP I  
CONSENT AGREEMENT  
BETWEEN  
JASON VICTOR CHURCH, M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Church 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(s) 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)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed;" and/or Section 4731.22(B)(5), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatry, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(26), Ohio Revised Code, and 4731.22(B)(10), Ohio Revised Code, to wit: Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents, and Section 2925.22, Ohio Revised Code, Deception to Obtain a Dangerous Drug, as set forth in Paragraph E below, and the violation of Section 4731.22(B)(5), Ohio Revised Code, as set forth in paragraph 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, including, but not limited to, violations related to patient care, regardless of whether the acts underlying such additional violations are related to the violations set forth herein, and violations based on any methods used by Dr. Church to obtain mood-altering drugs or controlled substances for self-use other than those particularly described in Paragraph E below.

- C. Dr. Church is licensed to practice medicine and surgery in the State of Ohio, License # 35.085844.
- D. Dr. Church states that he is not licensed to practice medicine and surgery in any other state or jurisdiction, although he has submitted an application for medical licensure in the State of Utah, which remains pending to date.
- E. Dr. Church admits that on or about June 6, 2005, he self-reported to the Board that he had entered residential treatment for chemical dependency at The Woods at Parkside, a Board-approved treatment provider in Columbus, Ohio, or about May 29, 2005, after a period of illegally prescribing and otherwise inappropriately obtaining drugs for his own use. Dr. Church further admits that his diagnoses include chemical dependence and depression, that he has not previously been treated for chemical dependence, and that he was discharged from The Woods at Parkside, treatment complete, on June 25, 2005.

Dr. Church further admits that from in or about late-January 2005 through May 25, 2005, while he was participating in residency training, he obtained medications for self-use by writing and/or calling-in prescriptions in his own name and the names of family members, at times utilizing a fellow resident physician's or a second residency-affiliated physician's name as the prescribing physician, and other times using prescription blanks obtained from the office of a third physician and signing the name of such physician as the prescribing physician; by writing and/or calling in prescriptions in the name of another resident, who obtained and returned the medications to him for his own use, using his own name as the prescribing physician; from medications prescribed by others for his wife; and through prescriptions written and/or called-in for him by other physicians for low back pain, which he reports that he was experiencing at the time. Dr. Church further admits that he utilized multiple pharmacies to obtain the medications that he abused, which included Percocet, Vicodin, Tussionex, and Ultram. Dr. Church denies obtaining any mood-altering drugs or controlled substances for self-use by any other methods and states that he never directly or indirectly involved patients in his efforts to obtain mood-altering drugs or controlled substances for self-use.

- F. Dr. Church admits that in or about 2004, he began submitting materials to the Board to complete his Application For Certificate – Medicine or Osteopathic Medicine [Application]. Dr. Church further admits that on or about January 3, 2005, he submitted to the Board the “Affidavit and Release of Applicant” portion of his Application, which he had signed in September 2004, acknowledging his understanding that his application

for medical licensure in Ohio is an ongoing process and that he will immediately notify the Board in writing of any changes to the answers to any of the questions contained in the "Additional Information" section of the Application if such a change occurs at any time prior to a license to practice medicine and surgery in Ohio being granted to him by the Board.

Dr. Church further admits that on or about January 3, 2005, he submitted to the Board the "Additional Information" section of his Application, in which he had answered "No" to Questions 24 and 25, which ask, respectively: "Do you use chemical substance(s) which in any way impair or limit your ability to practice medicine with reasonable skill and safety?" and "Are you currently engaged in the illegal use of controlled substances?" Dr. Church states that his negative answers to Questions 24 and 25 were true when marked and when the application was submitted. Nonetheless, Dr. Church admits that, despite his illegal use of controlled substances after January 3, 2005, and prior to the Board granting him a certificate to practice medicine and surgery in Ohio, which occurred on March 4, 2005, he failed to notify the Board of a change of his answers to Questions 24 and 25.

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

#### **SUSPENSION OF CERTIFICATE**

1. The certificate of Dr. Church to practice 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. Church 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. Church's history of chemical dependency.
3. Dr. Church shall abstain completely from the use of alcohol.

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

4. Dr. Church 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. Church'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. Church 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. Church 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. Church 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. Church shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Church 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 testing for Ultram.

Dr. Church 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. Church shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Church 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. Church. Dr. Church 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. Church 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. Church must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Church 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. Church's quarterly declaration. It is Dr. Church's responsibility to ensure that reports are timely submitted.

8. The Board retains the right to require, and Dr. Church agrees to submit, blood or urine specimens for analysis at Dr. Church'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. Church 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. Church 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. Church's quarterly declarations.

#### **CONDITIONS FOR REINSTATEMENT**

10. The Board shall not consider reinstatement of Dr. Church's certificate to practice medicine and surgery until all of the following conditions are met:

- a. Dr. Church shall submit an application for reinstatement, accompanied by appropriate fees, if any.
- b. Dr. Church 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. Church 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. Church'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. Church. Prior to the assessments, Dr. Church 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. Church, and any conditions, restrictions, or limitations that should be imposed on Dr. Church'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.

- c. Dr. Church shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Church are unable to agree on the terms of a written Consent Agreement, then Dr. Church 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. Church's certificate to practice 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. Church 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. Church has maintained sobriety.

11. In the event that Dr. Church has not been engaged in the active practice of 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. Church's fitness to resume practice.

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

12. Within thirty days of the effective date of this Consent Agreement, Dr. Church 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. Church 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. Church shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
13. Within thirty days of the effective date of this Consent Agreement, Dr. Church 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. Church 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.
14. Dr. Church shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Church 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. Church 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. Church 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. Church 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. Church 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.

  
\_\_\_\_\_  
JASON VICTOR CHURCH, M.D.

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

6-28-05  
\_\_\_\_\_  
DATE

7-13-05  
\_\_\_\_\_  
DATE

KBYERS

KEVIN BYERS  
Attorney for Dr. Church

JUNE 28, 2005

DATE



RAYMOND J. ALBERT  
Supervising Member

7/13/05

DATE



LORI S. GILBERT  
Chief Enforcement Attorney

7/1/05

DATE