

**CONSENT AGREEMENT
BETWEEN
JAMES I. OKOH, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Okoh 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)(22), Ohio Revised Code, for “[a]ny of the following actions taken by the agency responsible for regulating the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or the limited branches of medicine in another jurisdiction, for any reason other than the nonpayment of fees: the limitation, revocation, or suspension of an individual's license to practice; acceptance of an individual's license surrender; denial of a license; refusal to renew or reinstate a license; imposition of probation; or issuance of an order of censure or other reprimand.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(22), Ohio Revised Code, as set forth in Paragraph E, below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Okoh is licensed to practice medicine and surgery in the State of Ohio, license number 35.086462.
- D. Dr. Okoh states that he is also licensed to practice medicine and surgery in the state of Florida.

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- E. Dr. Okoh admits that on or about June 22, 2009, the Florida Board of Medicine [Florida Board] issued a Final Order that approved and adopted a Settlement Agreement between the Florida Department of Health and Dr. Okoh. A copy of the Final Order, Settlement Agreement and the attachments thereto are attached hereto and incorporated herein, and it was stipulated therein that Dr. Okoh would receive a Letter of Concern from the Florida Board. Dr. Okoh further admits that the aforementioned Final Order and Settlement Agreement were based upon a wrong side chest tube insertion. Dr. Okoh asserts that he does not currently practice medicine or surgery in the state of Ohio, and that he does not currently reside in the state of Ohio.

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

1. Dr. Okoh is hereby REPRIMANDED.
2. Prior to engaging in the practice of medicine in Ohio at any time in the future, Dr. Okoh shall provide written documentation acceptable to the Board verifying that Dr. Okoh otherwise holds a full and unrestricted license to practice medicine and surgery in all other states in which he is licensed at that time, or has been in the past licensed, or that he would be entitled to such license but for the non-payment of renewal fees.

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

3. Dr. Okoh shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.
4. Within thirty days of the effective date of this Consent Agreement, Dr. Okoh 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. Okoh 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. Okoh 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. Okoh shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr.

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Okoh 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.

5. Within thirty days of the effective date of this Consent Agreement, Dr. Okoh 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. Okoh 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. Okoh 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.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Okoh 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. Okoh has violated any term, condition or limitation of this Consent Agreement, Dr. Okoh 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. 2009 NOV 11 AM 10:56

DURATION/MODIFICATION OF TERMS

Dr. Okoh shall not request termination of the probationary terms, limitations, and conditions contained in this Consent Agreement for a minimum of three years. In addition, Dr. Okoh shall not request modification to the probationary terms, limitations, and conditions contained herein for a period of three years. 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. Okoh, 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. Okoh 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. Okoh 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. Okoh 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.

OKoh

JAMES I. OKOH, M.D.

Lance A. Talmage MD
2009 NOV 24 AM 10:56

LANCE A. TALMAGE, M.D.
Secretary

10/28/09

DATE

11-12-09

DATE

*Brian K. Wrisht for telephonic consent
on Nov. 9, 2009 by Mark R. Blackmer*
~~BRUCE D. LAMB~~ *BRIAN K. WRISHT*
Attorney for Dr. Okoh

Raymond J. Albert

RAYMOND J. ALBERT
Supervising Member

November 9, 2009

DATE

11/12/09

DATE

Mark R. Blackmer

MARK R. BLACKMER
Enforcement Attorney

November 9, 2009

DATE

Charlie Crist
Governor



STATE MEDICAL BOARD
OF OHIO

2008 NOV - 9 4 38 56
M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

CERTIFICATION

I, **Janyca Allen**, Deputy Agency Clerk and Custodian of Records, HEREBY certify the following to be true and correct as on file with the Department of Health.

Attached is a true and correct copy of a Final Order Number **200819882** as maintained by the Department of Health. The attached is a regularly received and retained record of the **Board of Medicine vs. James Ikemefuna Okah** and is received and retained in the ordinary course of business of the Department of Health.

A handwritten signature in black ink, appearing to read "Janyca Allen".

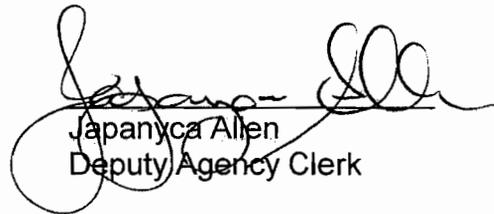
Janyca Allen
Deputy Agency Clerk



Charlie Crist
Governor

Ana M. Viamonte-Ros, M.D., M.P.H.
2009 NOV -4 AM 10:59 State Surgeon General

Personally appeared before me, the undersigned authority, **Japanyca Allen**, Deputy Agency Clerk, Department of Health, Division of Medical Quality Assurance, who being sworn, says that this is a true and correct copy from the official file of the Department of Health.


Japanyca Allen
Deputy Agency Clerk

STATE OF FLORIDA
COUNTY OF LEON

Before me, personally appeared Japanyca Allen whose identity is personally known to me as Deputy Agency Clerk, and who, acknowledges that his/her signature appears above.

Sworn and subscribed to, before me, this **13th** day of **July 2009**.


Notary Public-State of Florida



Type or Print Name

Final Order No. DOH-09-1102-3-MOA
FILED DATE - 11/22/09
Department of Health

STATE OF FLORIDA
BOARD OF MEDICINE

By: Lilli Muhammad
Deputy Agency Clerk

DEPARTMENT OF HEALTH,

Petitioner,

vs.

DOH CASE NO.: 2008-19882
LICENSE NO.: ME0081552

JAMES I. OKOH, M.D.,

Respondent.

FINAL ORDER

THIS CAUSE came before the BOARD OF MEDICINE (Board) pursuant to Sections 120.569 and 120.57(4), Florida Statutes, on June 5, 2009, in Fort Lauderdale, Florida, for the purpose of considering a Settlement Agreement (attached hereto as Exhibit A) entered into between the parties in this cause. Upon consideration of the Settlement Agreement, the documents submitted in support thereof, the arguments of the parties, and being otherwise fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the Settlement Agreement as submitted be and is hereby approved and adopted in toto and incorporated herein by reference with the following clarification:

The costs set forth in Paragraph 3 of the Stipulated Disposition shall be set at \$1,331.56.

STATE MEDICAL BOARD
OF OHIO
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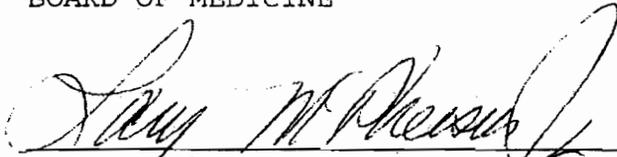
(18)

Accordingly, the parties shall adhere to and abide by all the terms and conditions of the Settlement Agreement as clarified above.

This Final Order shall take effect upon being filed with the Clerk of the Department of Health.

DONE AND ORDERED this 19 day of JUNE, 2009.

BOARD OF MEDICINE



Larry McPherson, Jr., Executive Director
For Fred Bearison, M.D., Chair

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STATE MEDICAL BOARD
OF OHIO

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order has been provided by U.S. Mail to JAMES I. OKOH, M.D., 11995 Singletree Lane, Suite 500, Eden Prairie, MN 55344; to Bruce D. Lamb, Esquire, Ruden, McCloskey, 2700 Suntrust Financial Centre, 401 East Jackson Street, Tampa, Florida 33602; and by interoffice delivery to Ephraim Livingston, Department of Health, 4052 Bald Cypress Way, Bin #C-65, Tallahassee, Florida 32399-3253 this 22 day of June, 2009.



Deputy Agency Clerk

STATE OF FLORIDA
DEPARTMENT OF HEALTH

FRACTITIONER REGULATION
LEGAL

2009 MAR -2 AM 9:55

DEPARTMENT OF HEALTH,

PETITIONER,

v.

CASE NO. 2008-19882

JAMES I. OKOH, M.D.,

RESPONDENT.

2009 NOV 14 AM 10:56

STATE MEDICAL BOARD
OF FLORIDA

SETTLEMENT AGREEMENT

James I. Okoh, M.D., referred to as the "Respondent," and the Department of Health, referred to as "Department" stipulate and agree to the following Agreement and to the entry of a Final Order of the Board of Medicine, referred to as "Board," incorporating the Stipulated Facts and Stipulated Disposition in this matter.

Petitioner is the state agency charged with regulating the practice of medicine pursuant to Section 20.43, Florida Statutes, and Chapter 456, Florida Statutes, and Chapter 458, Florida Statutes.

STIPULATED FACTS

1. At all times material hereto, Respondent was a licensed physician in the State of Florida having been issued license number ME 81552.
2. The Department charged Respondent with an Administrative Complaint that was filed and properly served upon Respondent with violations of

Chapter 458, Florida Statutes, and the rules adopted pursuant thereto. A true and correct copy of the Administrative Complaint is attached hereto as Exhibit A.

3. Respondent neither admits nor denies the allegations of fact contained in the Administrative Complaint for purposes of these proceedings only.

STIPULATED CONCLUSIONS OF LAW

1. Respondent admits that, in his capacity as a licensed physician, he is subject to the provisions of Chapters 456 and 458, Florida Statutes, and the jurisdiction of the Department and the Board.

2. Respondent admits that the facts alleged in the Administrative Complaint, if proven, would constitute violations of Chapter 458, Florida Statutes, as alleged in the Administrative Complaint.

3. Respondent agrees that the Stipulated Disposition in this case is fair, appropriate and acceptable to Respondent.

STIPULATED DISPOSITION

1. **Letter Of Concern** - Respondent shall receive a Letter of Concern from the Board of Medicine.

2. **Fine** - The Board of Medicine shall impose an administrative fine of **\$5,000** against the license of Respondent, to be paid by Respondent to the Department of Health, HMQAMS/Client Services, Post Office Box 6320, Tallahassee, Florida 32314-6320, Attention: Board of Medicine Compliance Officer, within thirty-days (30) from the date of filing of the Final Order accepting this Agreement. All

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finances shall be paid by check or money order. The Board office does not have the authority to change the terms of payment of any fine imposed by the Board.

RESPONDENT ACKNOWLEDGES THAT THE TIMELY PAYMENT OF THE FINE IS HIS/HER LEGAL OBLIGATION AND RESPONSIBILITY AND RESPONDENT AGREES TO CEASE PRACTICING IF THE FINE IS NOT PAID AS AGREED TO IN THIS SETTLEMENT AGREEMENT, SPECIFICALLY: IF WITHIN 45 DAYS OF THE DATE OF FILING OF THE FINAL ORDER, RESPONDENT HAS NOT RECEIVED WRITTEN CONFIRMATION THAT THE FULL AMOUNT OF THE FINE HAS BEEN RECEIVED BY THE BOARD OFFICE, RESPONDENT AGREES TO CEASE PRACTICE UNTIL SUCH WRITTEN CONFIRMATION IS RECEIVED BY RESPONDENT FROM THE BOARD.

3. **Reimbursement Of Costs** - Pursuant to Section 456.072, Florida Statutes, Respondent agrees to pay the Department for any administrative costs incurred in the investigation and prosecution of this case. Such costs exclude the costs of obtaining supervision or monitoring of the practice, the cost of quality assurance reviews, and the Board's administrative cost directly associated with Respondent's probation, if any. The agreed upon amount of Department costs to be paid in this case includes but shall not exceed **\$1,938.07**. Respondent will pay costs to the Department of Health, HMQAMS/Client Services, P.O. Box 6320, Tallahassee, Florida 32314-6320, Attention: Board of Medicine Compliance Officer within thirty-days (30) from the date of filing of the Final Order in this cause. Any

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STATE MEDICAL BOARD
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post-Board costs, such as the costs associated with probation, are not included in this agreement.

RESPONDENT ACKNOWLEDGES THAT THE TIMELY PAYMENT OF THE COSTS IS HIS/HER LEGAL OBLIGATION AND RESPONSIBILITY AND RESPONDENT AGREES TO CEASE PRACTICING IF THE COSTS ARE NOT PAID AS AGREED TO IN THIS SETTLEMENT AGREEMENT, SPECIFICALLY: IF WITHIN 45 DAYS OF THE DATE OF FILING OF THE FINAL ORDER, RESPONDENT HAS NOT RECEIVED WRITTEN CONFIRMATION THAT THE FULL AMOUNT OF THE COSTS NOTED ABOVE HAS BEEN RECEIVED BY THE BOARD OFFICE, RESPONDENT AGREES TO CEASE PRACTICE UNTIL SUCH WRITTEN CONFIRMATION IS RECEIVED BY RESPONDENT FROM THE BOARD.

4. **Community Service** - Respondent shall perform twenty-five (25) hours of community service, within one year of the date of filing of the Final Order. Community Service shall be defined as the delivery of medical services directly to patients, or the delivery of other volunteer services in the community, without fee or cost to the patient or the entity, for the good of the people of the State of Florida. Community service shall be performed outside the physician's regular practice setting. Respondent shall submit a written plan for performance and completion of the community service to the Probation Committee for approval prior to performance of said community service. Affidavits detailing the completion of

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community service requirements shall be filed with the Board as required by the Probation Committee.

5. **Continuing Medical Education - "Risk Management"** -

Respondent shall complete five (5) hours of Continuing Medical Education in "Risk Management" within one (1) year of the date of filing of the Final Order. Respondent shall first submit a written request to the Probation Committee for approval prior to performance of said continuing medical education course(s). However, the Board has approved five (5) hours of risk management continuing education for attending the first day of a full Board of Medicine meeting.

6. **Lecture/Seminar** - During the next six (6) months following the filing date of a Final Order in this case, Respondent shall present a one (1) hour lecture/seminar on Wrong Site Surgeries. The lecture/seminar shall be presented to medical staff at an approved medical facility. Respondent shall submit a written plan to the Board for approval prior to performance of said lecture/seminar. Respondent shall also provide written documentation to the Board that said lecture/seminar has been completed within six months of the date of filing of the Final Order in this case. Said documentation shall consist of a letter from the Risk Manager of the approved medical facility indicating that the lecture/seminar has been completed.

STANDARD PROVISIONS

1. **Appearance:** Respondent is required to appear before the Board at the meeting of the Board where this Agreement is considered.

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2. **No force or effect until final order** - It is expressly understood that this Agreement is subject to the approval of the Board and the Department. In this regard, the foregoing paragraphs (and only the foregoing paragraphs) shall have no force and effect unless the Board enters a Final Order incorporating the terms of this Agreement.

3. **Addresses** - Respondent must keep current residence and practice addresses on file with the Board. Respondent shall notify the Board within ten (10) days of any changes of said addresses.

4. **Future Conduct** - In the future, Respondent shall not violate Chapter 456, 458 or 893, Florida Statutes, or the rules promulgated pursuant thereto, or any other state or federal law, rule, or regulation relating to the practice or the ability to practice medicine. Prior to signing this agreement, the Respondent shall read Chapters 456, 458 and 893 and the Rules of the Board of Medicine, at Chapter 64B8, Florida Administrative Code.

5. **Violation of terms considered** - It is expressly understood that a violation of the terms of this Agreement shall be considered a violation of a Final Order of the Board, for which disciplinary action may be initiated pursuant to Chapters 456 and 458, Florida Statutes.

6. **Purpose of Agreement** - Respondent, for the purpose of avoiding further administrative action with respect to this cause, executes this Agreement. In this regard, Respondent authorizes the Board to review and examine all investigative file materials concerning Respondent prior to or in conjunction with

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consideration of the Agreement. Respondent agrees to support this Agreement at the time it is presented to the Board and shall offer no evidence, testimony or argument that disputes or contravenes any stipulated fact or conclusion of law. Furthermore, should this Agreement not be accepted by the Board, it is agreed that presentation to and consideration of this Agreement and other documents and matters by the Board shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration or resolution of these proceedings.

7. **No preclusion of additional proceedings** - Respondent and the Department fully understand that this Agreement and subsequent Final Order incorporating same will in no way preclude additional proceedings by the Board and/or the Department against Respondent for acts or omissions not specifically set forth in the Administrative Complaint attached as Exhibit A.

8. **Waiver of attorney's fees and costs** - Upon the Board's adoption of this Agreement, the parties hereby agree that with the exception of costs noted above, the parties will bear their own attorney's fees and costs resulting from prosecution or defense of this matter. Respondent waives the right to seek any attorney's fees or costs from the Department and the Board in connection with this matter.

9. **Waiver of further procedural steps** - Upon the Board's adoption of this Agreement, Respondent expressly waives all further procedural steps and expressly

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waives all rights to seek judicial review of or to otherwise challenge or contest the validity of the Agreement and the Final Order of the Board incorporating said Agreement.

SIGNED this 27th day of February, 2009.

James Okoh

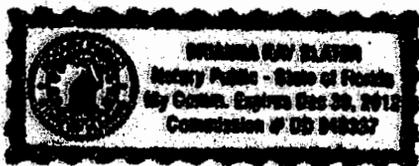
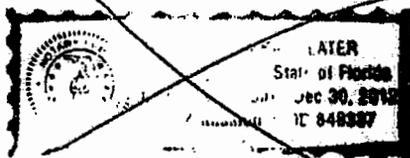
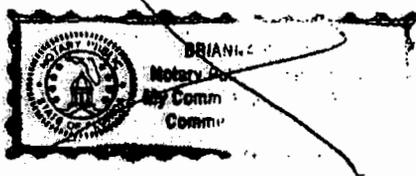
James I. Okoh, M.D.

Before me, personally appeared James Ikemefuna Okoh, whose identity is known to me by State Issued Drivers License (type of identification) and who, under oath, acknowledges that his/her signature appears above.

Sworn to and subscribed before me this 27th day of February, 2009.

Blaiz
NOTARY PUBLIC

My Commission Expires: December 30, 2012



STATE MEDICAL BOARD
OF OHIO

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APPROVED this 9th day of April, 2009.

Ana M. Viamonte Ros, M.D., M.P.H.
Secretary, Department of Health

By: 
Thomas J. Morton
Assistant General Counsel
Department of Health

TJM

STATE MEDICAL BOARD
OF OHIO

2009 NOV 14 AM 10:57
ELECTION OF RIGHTS

FRACITIONER REGULATION
LEGAL

DOH v. James I. Okoh, M.D.

Case No.: 2008-19682

2008 MAR -2 AM 9:55

PLEASE SELECT ONLY 1 OF THE 3 OPTIONS

An Explanation of Rights is attached. If you do not understand these options, please consult with your attorney or contact the attorney for the Prosecution Services Unit at the address/phone number listed at the bottom of this form.

OPTION 1. 2/27/09 I do not dispute the allegations of fact in the Administrative Complaint, but do wish to be accorded a hearing, pursuant to Section 120.57(2), Florida Statutes, at which time I will be permitted to submit oral and/or written evidence in mitigation of the complaint to the Board.

OPTION 2. X I do not dispute the allegations of fact contained in the Administrative Complaint and waive my right to object or to be heard. I request that the Board enter a final order pursuant to Section 120.57, Florida Statutes.

OPTION 3. I do dispute the allegations of fact contained in the Administrative Complaint and request this to be considered a petition for formal hearing, pursuant to Sections 120.569(2)(a) and 120.57(1), Florida Statutes, before an Administrative Law Judge appointed by the Division of Administrative Hearings. I specifically dispute the following paragraphs of the Administrative Complaint:

In addition to the above selection, I also elect the following:

- I accept the terms of the Settlement Stipulation, have signed and am returning the Settlement Stipulation or I am interested in settling this case.
- I do not wish to continue practicing, have signed and returned the voluntary relinquishment of licensure form, if it has been provided.

Regardless of which option I have selected, I understand that I will be given notice of time, date, and place when this matter is to be considered by the Board for Final Action. Mediation under Section 120.573, Florida Statutes, is not available in this matter.

(Please sign and complete all the information below.)

James Okoh

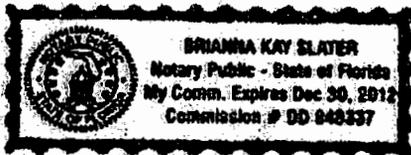
James I. Okoh, M.D.

Address: 9203 Pine Island Ct
Tampa, FL 33647

Lic. No. ME 81552

Phone No. 813 777 1609

Fax No. 813 907 8969



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before me, personally appeared James Ikemefuna Okoh whose identity is known to me or by STATE ISSUED DRIVERS LICENSE (type of identification) and who, acknowledges that his/her signature appears above.

Sworn to or affirmed by Affiant before me this 27th day of February, 2009.

Brianna K. Slater
Notary Public/State of Florida

December 30, 2012
My Commission Expires

Brianna K. Slater
Type or Print Name

PLEASE MAIL AND/OR FAX COMPLETED FORM TO: Thomas J. Morton, Assistant General Counsel, DOH, Prosecution Services Unit, 4052 Bald Cypress Way, Bln C-65, Tallahassee, Florida 32399-3265. Telephone Number: (850) 245-4640; FAX (850) 245-4681;

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DEPARTMENT OF HEALTH

DEPARTMENT OF HEALTH,

PETITIONER,

v.

CASE NO. 2008-19882

JAMES I. OKOH, M.D.,

RESPONDENT.

ADMINISTRATIVE COMPLAINT

Petitioner, Department of Health, by and through undersigned counsel, files this Administrative Complaint before the Board of Medicine against Respondent, James I. Okoh, M.D., and in support thereof alleges:

1. Petitioner is the state department charged with regulating the practice of medicine pursuant to Section 20.43, Florida Statutes; Chapter 456, Florida Statutes; and Chapter 458, Florida Statutes.

2. At all times material to this Complaint, Respondent was a licensed physician within the state of Florida, having been issued license number ME 81552.

3. Respondent's address of record is 5995 Opus Parkway, Suite 200, Minnetonka, Minnesota 55343.

4. At all times material to this Complaint, Respondent was board certified in Certificate of Additional Qualification ("CAQ") Neuroradiology and Diagnostic Neurology.

5. On or about July 22, 2008, Patient M.M., a then sixty-five (65) year-old male, presented to Regional Medical Center Bayonet Point in Hudson, Florida, to undergo a computed tomography ("CT") guided biopsy of a mass in the upper lobe of the left lung.

6. CT is a process that images anatomic information from a cross-sectional plane of the body. Biopsy is the process of taking a sample of tissue from the body for analysis. CT is commonly used in biopsies to provide images that help guide the tools or equipment necessary to perform the biopsy to the appropriate area of the body.

7. Respondent discussed the procedure with Patient M.M. and obtained consent to perform a CT guided biopsy of the mass in the upper lobe of the left lung.

8. Respondent further discussed with Patient M.M. the possibility of developing pneumothorax as a complication of the procedure. Respondent obtained consent to insert a left-sided chest tube in the event left-sided pneumothorax developed.

9. Pneumothorax, also known as a collapsed lung, is caused by the accumulation of air or gas in the pleural cavity, the cavity that surrounds the lungs.

10. On or about July 22, 2008, Respondent performed a CT guided biopsy of the mass in the upper lobe of the left lung.

11. On or about July 22, 2008, a post-biopsy CT scan revealed Patient M.M. had developed a large left-sided pneumothorax.

12. Respondent then instructed the technologist to mark the left side of Patient M.M.'s chest in preparation for placement of the left-sided chest tube.

13. Respondent did not rescan to confirm the chest mark was on the appropriate side of Patient M.M.'s chest.

14. On or about July 22, 2008, Respondent inserted a chest tube into the right hemithorax, or right side of the chest.

15. Subsequently, Respondent inserted a chest tube into the left hemithorax, or left side of the chest.

16. Patient M.M.'s condition improved immediately following placement of the left-sided chest tube.

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17. Section 456.072(1)(bb), Florida Statutes (2008), provides that performing or attempting to perform health care services on the wrong patient, a wrong-site procedure, a wrong procedure, or an unauthorized procedure or a procedure that is medically unnecessary or otherwise unrelated to the patient's diagnosis or medical condition is grounds for disciplinary action by the Board of Medicine.

18. Respondent performed or attempted to perform health care services on the wrong patient, a wrong-site procedure, a wrong procedure, or an unauthorized procedure or a procedure that is medically unnecessary in one or more of the following ways:

- a. By performing a wrong-site procedure on Patient M.M. by inserting a chest tube into the right hemithorax when consent was obtained to insert a chest tube into the left hemithorax;
- b. By performing a wrong procedure on Patient M.M. by inserting a chest tube into the right hemithorax when consent was obtained to insert a chest tube into the left hemithorax;

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- c. By performing an unauthorized procedure on Patient M.M. by inserting a chest tube into the right hemithorax when consent was obtained to insert a chest tube into the left hemithorax; and/or
- d. By performing a procedure that is medically unnecessary on Patient M.M. by inserting a chest tube into the right hemithorax when Patient M.M.'s condition required Respondent to insert a chest tube into the left hemithorax.

19. Based on the foregoing, Respondent has violated Section 456.072(1)(bb), Florida Statutes (2008), by performing a wrong-site procedure, wrong procedure, unauthorized procedure, and/or a procedure that is medically unnecessary on Patient M.M.

WHEREFORE, Petitioner respectfully requests that the Board of Medicine enter an order imposing one or more of the following penalties: permanent revocation or suspension of Respondent's license, restriction of practice, imposition of an administrative fine, issuance of a reprimand, placement of Respondent on probation, corrective action, refund of fees

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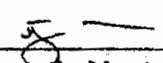
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billed or collected, remedial education and/or any other relief that the Board deems appropriate.

SIGNED this 17th day of February, 2009.

Ana M. Viamonte Ros, M.D., MPH
State Surgeon General


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TJM

PCP: 2/13/2009

PCP Members: Ashkar, Cline, Beebe