

STEP II
CONSENT AGREEMENT
BETWEEN
JAMES F. ZIMMERMANN, D.P.M.
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Zimmermann 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;" 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, podiatric medicine and surgery, 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;" and/or Section 4731.22(B)(20), Ohio Revised Code, "[v]iolating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated 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: Possession of Drugs, Section 2925.11, Ohio Revised Code, and Deception to Obtain a Dangerous Drug, Section 2925.22, Ohio Revised Code, as set forth in Paragraph E of the Step I Consent Agreement

Between James F. Zimmermann, D.P.M., and the State Medical Board of Ohio, effective December 15, 2005 [December 2005 Step I Consent Agreement], and as set forth in Paragraph E below; and in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(5) and 4731.22(B)(20), Ohio Revised Code, to wit: Rule 4731-15-01(B)(6), Ohio Administrative Code, as set forth in Paragraph F of the December 2005 Step I Consent Agreement. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent 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. Zimmermann to obtain controlled substances or drugs for self-use other than those particularly described in Paragraph E of the aforesaid December 2005 Step I Consent Agreement.

A copy of the December 2005 Step I Consent Agreement between the Board and Dr. Zimmermann is attached hereto and fully incorporated herein.

- C. Dr. Zimmermann is applying for reinstatement of his license to practice podiatric medicine and surgery in the State of Ohio, License # 36-002579, which was suspended pursuant to the terms of the above-referenced December 2005 Step I Consent Agreement.
- D. Dr. Zimmermann states that he is not licensed to practice podiatric medicine and surgery in any other state or jurisdiction.
- E. Dr. Zimmermann admits that following his relapse on hydrocodone in 2002 and after a DEA agent and Board investigator met with him on or about December 1, 2005, he entered residential treatment on or about December 4, 2005, at The Cleveland Clinic Foundation [Cleveland Clinic], a Board-approved treatment provider in Cleveland, Ohio. Dr. Zimmermann states, and the Board acknowledges receipt of information to support, that he successfully completed twenty-eight days of residential treatment concerning his chemical dependence, and he was discharged from the Cleveland Clinic on or about January 1, 2006.

Dr. Zimmermann states, and the Board acknowledges receipt of information to support, that since being discharged from the Cleveland Clinic, he has remained compliant with the aftercare contract, entitled Treatment and Recovery Contract, he entered into with the Cleveland Clinic on December 29, 2005, including attending and participating in at least three 12-step meetings per week, attending at least one aftercare meeting per week, taking Naltrexone daily in appropriate doses for one year, and submitting to weekly random drug and alcohol testing. In addition, Dr. Zimmermann states, and the Board acknowledges receipt of information to support, that Dr. Zimmermann has remained compliant with the terms of the advocacy contract he entered with the Ohio Physicians Health Program on March 21, 2006. Further, Dr.

Zimmermann admits that the aforementioned advocacy and aftercare contracts remain in effect to date.

Dr. Zimmermann states, and the Board acknowledges, that Gregory B. Collins, M.D., Section Head, Alcohol & Drug Recovery Center at the Cleveland Clinic, and Victoria L. Sanelli, M.D., of St. Thomas Medical Center Summa Health, a Board-approved treatment provider in Akron, Ohio, have each provided written reports indicating that Dr. Zimmermann's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place.

Accordingly, Dr. Zimmermann states, and the Board acknowledges receipt of information to support, that Dr. Zimmermann has fulfilled the conditions for reinstatement of his certificate to practice podiatric medicine and surgery in the State of Ohio, as established in the above-referenced December 2005 Step I Consent Agreement between Dr. Zimmermann 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. Zimmermann to practice podiatric medicine and surgery in the State of Ohio shall be reinstated, and Dr. Zimmermann knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Zimmermann shall obey all federal, state, and local laws, and all rules governing the practice of podiatric medicine and surgery in Ohio.
2. Dr. Zimmermann shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the date his quarterly declaration would have been due pursuant to his December 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. Zimmermann 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 December 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. Zimmermann 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. Zimmermann 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. Zimmermann 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. Zimmermann's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Zimmermann shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Zimmermann 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. Zimmermann to administer or personally furnish controlled substances, Dr. Zimmermann 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. Zimmermann's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Zimmermann 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. Zimmermann 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. Zimmermann's history of chemical dependency.
9. Dr. Zimmermann shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

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

Dr. Zimmermann and the Board agree that the person or entity previously approved by the Board to serve as Dr. Zimmermann's supervising physician pursuant to the December 2005 Step I Consent Agreement is hereby approved to continue as Dr. Zimmermann's designated supervising physician under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Zimmermann submits to the Board for its prior approval the name and curriculum vitae of an alternative supervising physician to whom Dr. Zimmermann 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. Zimmermann. Dr. Zimmermann 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. Zimmermann's designated supervising physician, or to withdraw approval of any person or entity previously approved to serve as Dr. Zimmermann'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. Zimmermann 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. Zimmermann must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as

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

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

Monitoring Physician

12. Before engaging in any podiatric medical practice, Dr. Zimmermann 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. Zimmermann and who is engaged in the same or similar practice specialty.

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

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

Rehabilitation Program

13. Dr. Zimmermann 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. Zimmermann 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. Zimmermann's quarterly declarations.

Physician Health Program/Aftercare

14. Dr. Zimmermann shall maintain continued compliance with the terms of the advocacy contract entered into with the Ohio Physicians Health Program, or, if approved in advance by the Board, another physician health program, provided that, where the terms of the advocacy contract conflict with the terms of this Consent Agreement, the terms of this Consent Agreement shall control.
15. Dr. Zimmermann 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

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

Required Reporting by Licensee

17. Within thirty days of the effective date of this Consent Agreement, Dr. Zimmermann 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. Zimmermann 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.

18. Within thirty days of the effective date of this Consent Agreement, Dr. Zimmermann 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. Zimmermann 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. Zimmermann shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
19. Dr. Zimmermann shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Zimmermann chemical dependency treatment or monitoring.

FAILURE TO COMPLY

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

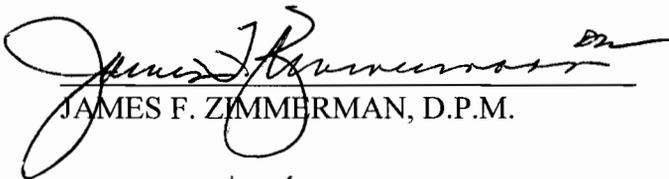
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Zimmermann 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. Zimmermann acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE

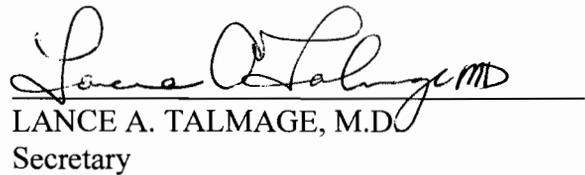
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.



JAMES F. ZIMMERMAN, D.P.M.

10/1/06

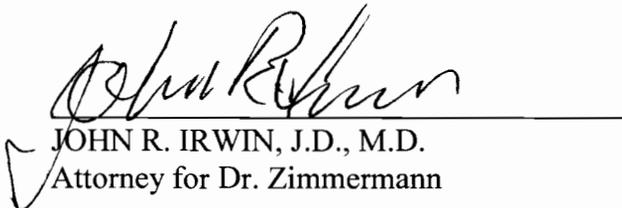
DATE



LANCE A. TALMAGE, M.D.
Secretary

10-12-06

DATE



JOHN R. IRWIN, J.D., M.D.
Attorney for Dr. Zimmermann

10/1/06

DATE



RAYMOND J. ALBERT
Supervising Member

10/1/06

DATE

Mark R. Blackmer

MARK R. BLACKMER
Enforcement Attorney

October 5, 2006

DATE

STEP I
CONSENT AGREEMENT
BETWEEN
JAMES F. ZIMMERMAN, D.P.M.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Zimmerman 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;" 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, podiatric medicine and surgery, 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;" and/or Section 4731.22(B)(20), Ohio Revised Code, "[v]iolating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E below; Section 4731.22(B)(10), Ohio Revised Code, to wit: Possession of Drugs, Section 2925.11, Ohio Revised Code, and Deception to Obtain a Dangerous Drug,

Section 2925.22, Ohio Revised Code, as set forth in Paragraph E below; Section 4731.22(B)(5), Ohio Revised Code, as set forth in Paragraph F below; and Section 4731.22(B)(20), Ohio Revised Code, to wit: Rule 4731-15-01(B)(6), Ohio Administrative 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. Such express reservation includes, but is 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. Zimmerman to obtain controlled substances or drugs for self-use other than those particularly described in Paragraph F below.

- C. Dr. Zimmerman is licensed to practice podiatric medicine and surgery in the State of Ohio, License # 36-002579.
- D. Dr. Zimmerman states that he is not licensed to practice podiatric medicine and surgery in any other state or jurisdiction.
- E. Dr. Zimmerman admits that he is chemically dependent and that he has inappropriately obtained controlled substances for his own use. Dr. Zimmerman states that in or about 1991, he was initially treated for chemical dependence, at that time undergoing detoxification for approximately five to six days at Glenbeigh Hospital, a treatment provider in Rock Creek, Ohio, before entering into an aftercare program at The Cleveland Clinic Foundation [Cleveland Clinic], a treatment provider in Cleveland, Ohio. Dr. Zimmerman further states that he participated in aftercare at the Cleveland Clinic for approximately five years, and in or about 1991, he entered into an advocacy contract with the Ohio Physicians Effectiveness Program [OPEP], in which he agreed to abstain completely from the use of all mood-altering drugs, including prescription drugs, unless prescribed by his treating physician. Dr. Zimmerman further states that in or 2002, after maintaining sobriety for over ten years, he relapsed on hydrocodone.

Dr. Zimmerman states that prior to his 1991 treatment for chemical dependence, he obtained free samples of Vicodin and became addicted to the drug. Dr. Zimmerman further states that during his period of relapse from 2002 through in or about December 2005, he obtained hydrocodone for self-use exclusively by ordering it from medical supply companies, which filled the orders and sent the medications to him. In addition to hydrocodone, Dr. Zimmerman states that, in or about November 2005, he also ordered Tylenol with codeine from a medical supply company, but after ingesting approximately six tablets he ceased using that medication because of an allergic reaction. Dr. Zimmerman further represents that, on separate occasions in or about 2002 and in or about 2005, he also ordered Ultram and Valium, with the intent of taking these medications as a means of weaning himself off the hydrocodone. Dr. Zimmerman specifically denies obtaining any controlled substances for self-use by any other methods, and he further states that at no time did he ever divert, sell, or give any controlled

substances to anyone else. Dr. Zimmerman further states that he never directly or indirectly involved patients or other individuals in any of his efforts to obtain controlled substances for self-use.

Dr. Zimmerman further admits that after a DEA agent and Board investigator met with him on or about December 1, 2005, he entered inpatient treatment for chemical dependence at the Cleveland Clinic, a Board-approved treatment provider, on or about December 4, 2005, and that such inpatient treatment continues to date. Dr. Zimmerman further admits that before entering inpatient treatment at the Cleveland Clinic, his daily intake was approximately thirty to forty tablets of Lortab, containing 10 mg of hydrocodone.

- F. Dr. Zimmerman further admits that when he completed his application for renewal of his certificate to practice podiatric medicine and surgery on or about June 1, 2005, he answered "No" to Question 6, which asks, "At any time since signing your last application for renewal of your certificate, have you been addicted to or dependent upon alcohol or any chemical substance; or been treated for, or been diagnosed as suffering from, drug or alcohol dependency or abuse?" Dr. Zimmerman also acknowledges that the directives related to such question specify that you must answer "Yes" if you have ever relapsed. Dr. Zimmerman further admits that he signed such application card certifying that the information provided on the application for renewal was true and correct in every respect.

Dr. Zimmerman further admits that he had, in fact, since signing his last application for renewal, relapsed, been addicted to or dependent upon alcohol, and been treated for, or diagnosed as suffering from, alcohol dependency or abuse. Dr. Zimmerman further admits that he failed to self-report his relapse to the Board as required by Rule 4731-15-01(B)(6), Ohio Administrative Code.

AGREED CONDITIONS

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Zimmerman to practice podiatric medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but for not less than 270 days.

Sobriety

2. Dr. Zimmerman 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. Zimmerman's history of chemical dependency.
3. Dr. Zimmerman shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Zimmerman 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. Zimmerman'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. Zimmerman 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. Zimmerman 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. Zimmerman 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. Zimmerman shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Zimmerman 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. Zimmerman 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. Zimmerman shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Zimmerman 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. Zimmerman. Dr. Zimmerman 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. Zimmerman 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. Zimmerman must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Zimmerman 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. Zimmerman's quarterly declaration. It is Dr. Zimmerman's responsibility to ensure that reports are timely submitted.

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

CONDITIONS FOR REINSTATEMENT

10. The Board shall not consider reinstatement of Dr. Zimmerman's certificate to practice podiatric medicine and surgery until all of the following conditions are met:
 - a. Dr. Zimmerman shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Zimmerman 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. Zimmerman has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical dependence, as set forth in Rules 4731-16-02(B)(4)(a) and 4731-16-08(A)(13), Ohio Administrative Code.
 - 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. Zimmerman'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. Zimmerman. Prior to the assessments, Dr. Zimmerman 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. Zimmerman, and any conditions, restrictions, or limitations that should be imposed on Dr. Zimmerman'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. Zimmerman shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Zimmerman are unable to agree on the terms of a written Consent Agreement, then Dr. Zimmerman 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. Zimmerman's certificate to practice podiatric 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. Zimmerman 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. Zimmerman has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

12. Within thirty days of the effective date of this Consent Agreement, Dr. Zimmerman 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. Zimmerman 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. Zimmerman 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. Zimmerman 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. Zimmerman 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. Zimmerman shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Zimmerman 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. Zimmerman 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. Zimmerman 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. Zimmerman 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. Zimmerman acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE

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



JAMES F. ZIMMERMAN, D.P.M.



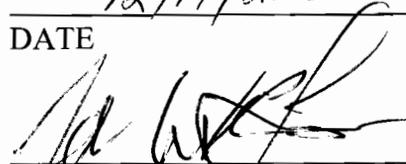
LANCE A. TALMAGE, M.D.
Secretary

12/14/2005

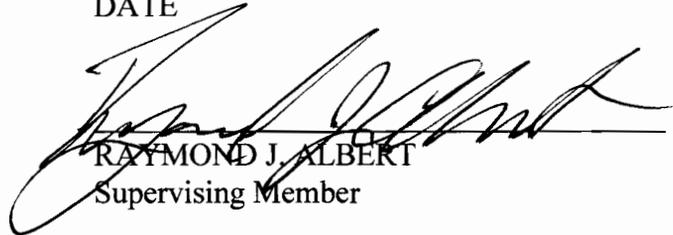
DATE

12-15.05

DATE



JOHN IRWIN, M.D., J.D.
Attorney for Dr. Zimmerman



RAYMOND J. ALBERT
Supervising Member

12/14/2005

DATE

12/15/05

DATE



MARK R. BLACKMER
Enforcement Attorney

Dec. 14, 2005

DATE