

STEP II
CONSENT AGREEMENT
BETWEEN
JOHN HOUSE ROCKWOOD, P.A.
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between John House Rockwood, P.A. [Mr. Rockwood], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4730. and 4731., Ohio Revised Code.

Mr. Rockwood 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 4730.25(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violations of Section 4730.25(B)(5), Ohio Revised Code, “[i]mpairment 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,” and Section 4730.25(B)(12), 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.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4730.25(B)(5) and (B)(12), Ohio Revised Code, to wit: Section 2925.22, Ohio Revised Code, Deception to Obtain a Dangerous Drug, and/or Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents, as set forth in Paragraph E of the August 10, 2005 Step I Consent Agreement Between John House Rockwood, P.A. and The State Medical Board of Ohio [August 2005 Step I Consent Agreement], a copy of which is attached hereto and fully incorporated herein, and as set forth in Paragraphs E through I herein. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapters 4730. or 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.

- C. Mr. Rockwood is applying for reinstatement of his registration as a physician assistant in the State of Ohio, Certificate #50.001240, which was suspended pursuant to the terms of the aforementioned August 2005 Step I Consent Agreement.
- D. Mr. Rockwood states that he is not registered as a physician assistant in any other state or jurisdiction.
- E. Mr. Rockwood admits, and the Board acknowledges receipt of information to support, that after being discharged on or about July 16, 2005, following completion of twelve days of residential treatment for chemical dependency at The Woods at Parkside [Parkside], a Board-approved treatment provider in Columbus, Ohio, Mr. Rockwood learned that he did not meet the criteria established for an exception to the Board's requirement that licensees complete a minimum of twenty-eight days of residential treatment, and that he was readmitted to that facility on or about August 29, 2005, and was discharged, treatment complete, on or about September 15, 2005.
- F. Mr. Rockwood states, and the Board acknowledges receipt of information to support, that since being discharged from treatment at Parkside, he has remained compliant with his aftercare contract with his treatment provider, Parkside, into which he entered on or about September 15, 2005. In addition, Mr. Rockwood states, and the Board acknowledges receipt of information to support, that he has remained fully compliant with the terms of the advocacy contract into which he entered with the Ohio Physicians Health Program on or about September 21, 2005. Mr. Rockwood further states that such aftercare contract and advocacy contract remain in effect to date.
- G. Mr. Rockwood states, and the Board acknowledges, that Edna Jones, M.D., of Parkside, and David D. Goldberg, D.O., of Greene Hospital, a Board-approved treatment provider in Xenia, Ohio, have each provided written reports indicating that Mr. Rockwood's ability to practice has been assessed and that he has been found capable of practicing as a physician assistant according to acceptable and prevailing standards of care, so long as certain treatment and monitoring requirements are in place. Mr. Rockwood admits that such requirements include that he participate in A.A. meetings at least three times weekly; that he participate in one Caduceus and one Continuing Care group meeting once a week; and that he submit to random, witnessed drug screens whenever requested.
- H. Mr. Rockwood states that no criminal charges have been brought against him to date.
- I. Mr. Rockwood states, and the Board acknowledges receipt of information to support, that Mr. Rockwood has fulfilled the conditions for reinstatement of his registration as a physician assistant in the State of Ohio, as established in the aforementioned August 2005 Step I Consent Agreement.

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 registration of Mr. Rockwood as a physician assistant in the State of Ohio shall be reinstated, and Mr. Rockwood knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Mr. Rockwood shall obey all federal, state, and local laws, and all rules governing physician assistants in Ohio.
2. Mr. Rockwood 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 August 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. Mr. Rockwood 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 August 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. Mr. Rockwood 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 Mr. Rockwood 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 & Sobriety

6. Mr. Rockwood 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 Mr. Rockwood's history of chemical dependency.

7. Mr. Rockwood shall abstain completely from the use of alcohol.
8. In the event that physician assistants are granted authority to legally prescribe in the State of Ohio in the future, and Mr. Rockwood seeks and/or is granted appropriate authorization to so prescribe, Mr. Rockwood and the Board agree to enter into an addendum to this Consent Agreement, which shall impose terms, conditions, and limitations related to such prescribing, or, if the Board and Mr. Rockwood are unable to agree on the terms of an addendum to this Consent Agreement, then Mr. Rockwood 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.

Drug and Alcohol Screens/Supervising Physician

9. Mr. Rockwood shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Mr. Rockwood 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.

Mr. Rockwood shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Mr. Rockwood and the Board agree that the person or entity previously approved by the Board to serve as Mr. Rockwood's supervising physician pursuant to the August 2005 Step I Consent Agreement is hereby approved to continue as Mr. Rockwood's designated supervising physician under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Mr. Rockwood submits to the Board for its prior approval the name and curriculum vitae of an alternative supervising physician to whom Mr. Rockwood 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 Mr. Rockwood. Mr. Rockwood 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 Mr. Rockwood's designated supervising physician, or to withdraw approval of any person or entity previously approved to serve as Mr. Rockwood'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.

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

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

Reporting Physician Reports

11. Within thirty days of the effective date of this Consent Agreement, Mr. Rockwood shall submit to the Board for its prior approval the name and curriculum vitae of a reporting physician. 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 Mr. Rockwood.

The reporting physician shall provide the Board with reports on the performance of Mr. Rockwood in his practice as a physician assistant in the State of Ohio, including information concerning Mr. Rockwood's clinical skills, professionalism, ethical behavior, amenability to supervision and any complaints from patients or coworkers. Mr. Rockwood 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 Mr. Rockwood's quarterly declaration.

In the event that Mr. Rockwood's designated reporting physician becomes unable or unwilling to serve in this capacity, Mr. Rockwood must immediately so notify the Board in writing. In addition, Mr. Rockwood shall submit to the Board for its approval the name and curriculum vitae of an alternative reporting physician within thirty days after the previously designated reporting physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Mr. Rockwood shall ensure that the previously designated reporting physician also notifies the Board directly of his or her inability to serve and the reasons therefore.

Rehabilitation Program

12. Within thirty days of the effective date of this Consent Agreement, Mr. Rockwood 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.

Mr. Rockwood 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 Mr. Rockwood's quarterly declarations.

Aftercare/ Physician Health Program

13. Mr. Rockwood shall maintain continued compliance with the terms of his advocacy contract with the Ohio Physicians Health Program, or another physician health program approved in advance by the Board, provided that, where terms of the advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.
14. Mr. Rockwood 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

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

Required Reporting by Licensee

16. Within thirty days of the effective date of this Consent Agreement, Mr. Rockwood 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, Mr. Rockwood shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.

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

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Mr. Rockwood 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 Mr. Rockwood has violated any term, condition or limitation of this Consent Agreement, Mr. Rockwood 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 4730.25(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

Mr. Rockwood shall not request termination of this Consent Agreement for a minimum of five years. In addition, Mr. Rockwood 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

Mr. Rockwood 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.

Mr. Rockwood 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. Mr. Rockwood 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.



JOHN HOUSE ROCKWOOD, P.A.



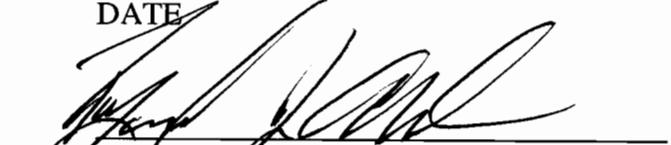
LANCE A. TALMAGE, M.D.
Secretary

2/03/06

DATE

2-8-06

DATE



RAYMOND J. ALBERT
Supervising Member

2/8/06

DATE

Lynn A. Zonborak
LYNN A. ZONBORAK, ESQ.
Enforcement Attorney

02/06/06
DATE

**STEP I
CONSENT AGREEMENT
BETWEEN
JOHN HOUSE ROCKWOOD. P.A.,
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between John House Rockwood, P.A., and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapters 4730. and 4731., Ohio Revised Code.

Mr. Rockwood 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 4730.25(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violations of Section 4730.25(B)(5), Ohio Revised Code, “[i]mpairment 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,” and Section 4730.25(B)(12), 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.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4730.25(B)(5) and (B)(12), Ohio Revised Code, to wit: Section 2925.22, Ohio Revised Code, Deception to Obtain a Dangerous Drug, and/or Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapters 4730. or 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. Mr. Rockwood is registered as a physician assistant in the State of Ohio, Certificate # 50.001240.

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- D. Mr. Rockwood states that he is not registered as a physician assistant in any other state or jurisdiction.
- E. Mr. Rockwood admits that he was initially treated for alcohol dependency at Maryhaven, now a Board-approved treatment provider located in Columbus, Ohio, during or about August 1983, completing approximately 30 days of inpatient treatment. Mr. Rockwood further admits that within several days of his discharge from Maryhaven, he relapsed by consuming alcohol over a period of approximately two days, but reestablished sobriety on or about September 7, 1983, and thereafter maintained uninterrupted sobriety for almost 22 years. Mr. Rockwood states, and the Board acknowledges, that at the time Mr. Rockwood received his initial treatment for alcohol dependency, he was not yet a physician assistant, and therefore, was not subject to the Board's jurisdiction at that time.

Mr. Rockwood admits that on or about February 10, 2005, he was prescribed Fioricet by a physician for the treatment of back pain. Mr. Rockwood further admits that on or about June 22, 2005, he forged a prescription for Fioricet for himself using the name of the aforementioned physician, without that physician's knowledge or consent. Mr. Rockwood further admits that he presented such forged prescription at a pharmacy in order to obtain the Fioricet, and that he consumed a portion of such medication before discarding the remainder. Mr. Rockwood specifically denies that he has obtained any other mood-altering substances for self-use on any other occasion or by any other method. Mr. Rockwood further admits that he entered inpatient treatment for chemical dependency at The Woods at Parkside [Parkside], a Board-approved treatment provider, on or about July 5, 2005, and was discharged to outpatient care on or about July 16, 2005. Mr. Rockwood further admits that subsequent to his discharge from Parkside, he has learned that, despite his prior longstanding sobriety, due to the fact that he failed to maintain uninterrupted sobriety for the first year following his discharge from initial treatment at Maryhaven, he does not meet the criteria established for an exception to the requirement that he complete a minimum of 28 days of inpatient treatment at a Board-approved treatment provider.

Mr. Rockwood further admits that on or about July 26, 2005, he was interviewed by representatives of law enforcement related to his aforementioned drug-seeking behavior, and that he anticipates at least one felony charge being pursued against him in the near future, for which he anticipates requesting intervention in lieu of conviction or court authorization to participate in a diversion program.

AGREED CONDITIONS

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

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SUSPENSION OF CERTIFICATE

1. The certificate of registration of Mr. Rockwood as a physician assistant in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 180 days.

Sobriety

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

Releases; Quarterly Declarations and Appearances

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

Mr. Rockwood 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, Mr. Rockwood shall submit to the Board for its prior approval the name of a supervising physician to whom Mr. Rockwood 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 Mr. Rockwood. Mr. Rockwood 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.

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

8. The Board retains the right to require, and Mr. Rockwood agrees to submit, blood or urine specimens for analysis at Mr. Rockwood'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, Mr. Rockwood 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.

Mr. Rockwood 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 Mr. Rockwood's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

10. The Board shall not consider reinstatement of Mr. Rockwood's certificate of registration as a physician assistant until all of the following conditions are met:
 - a. Mr. Rockwood shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Mr. Rockwood shall demonstrate to the satisfaction of the Board that he can resume practice as a physician assistant 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 Mr. Rockwood has successfully completed any required inpatient treatment, including a total of at least twenty-eight days of in-patient 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.

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- iv. Two written reports indicating that Mr. Rockwood's ability to practice as a physician assistant 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 Mr. Rockwood. Prior to the assessments, Mr. Rockwood 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 Mr. Rockwood, and any conditions, restrictions, or limitations that should be imposed on Mr. Rockwood'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. Mr. Rockwood shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Mr. Rockwood are unable to agree on the terms of a written Consent Agreement, then Mr. Rockwood 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 Mr. Rockwood's certificate of registration to practice as a physician assistant 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, Mr. Rockwood 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 Mr. Rockwood has maintained sobriety.

11. In the event that Mr. Rockwood has not been engaged in active practice as a physician assistant for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4730.28, Ohio Revised Code, to require additional evidence of Mr. Rockwood's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

12. Within thirty days of the effective date of this Consent Agreement, Mr. Rockwood 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. Mr. Rockwood 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, Mr. Rockwood 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, Mr. Rockwood 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, Mr. Rockwood 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. Mr. Rockwood shall provide a copy of this Consent Agreement to all persons and entities that provide Mr. Rockwood 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, Mr. Rockwood 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

Mr. Rockwood 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.

OHIO STATE MEDICAL BOARD

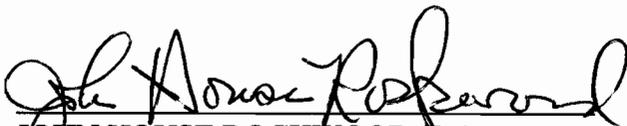
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Mr. Rockwood hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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. Mr. Rockwood 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.


JOHN HOUSE ROCKWOOD, P.A.

Aug 1st 2005
DATE


LANCE A. TALMAGE, M.D.
Secretary

8-10-05
DATE


RAYMOND J. ALBERT
Supervising Member

8/10/05
DATE


REBECCA J. MARSHALL, ESQ.
Enforcement Attorney

August 2, 2005
DATE