STEP II
CONSENT AGREEMENT
BETWEEN
JORDAN ERIC HOPKINS, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Hopkins 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)(26), 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 "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."

B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E of the May 2004 Step I Consent Agreement between Dr. Hopkins and the Board, a copy of which is attached hereto and incorporated herein, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731 of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.

C. Dr. Hopkins held a training certificate to practice medicine and surgery in the State of Ohio, License # 57-005132, until June 30, 2004, at which time said training certificate expired. Dr. Hopkins' training certificate had been suspended since May 12, 2004, as a result of the May 2004 Step I Consent Agreement. Dr. Hopkins has not submitted a renewal request for said training certificate, License # 57-005132. On or about March 1, 2004, Dr. Hopkins submitted an application for a certificate to practice medicine and surgery in Ohio, and said application is currently pending.

D. Dr. Hopkins states that he does not hold a training certificate to practice medicine and surgery in any other state or jurisdiction and that he is not licensed to practice medicine and surgery in any other state or jurisdiction.

E. Dr. Hopkins admits that, on or about April 27, 2004, as ordered by the Board, he entered Glenbeigh Health Sources [Glenbeigh], a Board-approved treatment provider in Rock Creek, Ohio, for the purpose of undergoing a three-day evaluation to determine whether he is in violation of Section 4731.22(B)(26), Ohio Revised Code. Dr. Hopkins admits that, as a result of the evaluation at Glenbeigh, he was determined to be alcohol dependent and impaired in his ability to practice according to acceptable and prevailing standards of care due to the habitual or excessive use or abuse of alcohol, and that the evaluation team at Glenbeigh recommended an inpatient level of care. Dr. Hopkins admits that, after entering residential treatment for chemical dependence on May 3, 2004, at The Cleveland Clinic Foundation [Cleveland Clinic], a Board-approved treatment provider in Cleveland, Ohio, he successfully completed twenty-eight days of in-patient treatment for alcohol dependence. Further, Dr. Hopkins states, and the Board acknowledges receipt of information to support, that Dr. Hopkins entered into an aftercare contract, entitled "Treatment and Recovery Contract," with Cleveland Clinic on May 28, 2004, and that he has remained compliant with the terms of said aftercare contract.

F. Dr. Hopkins admits that, after completing inpatient treatment, he was admitted to the Intensive Outpatient Program for alcohol dependence on June 14, 2004, at The Woods at Parkside [Parkside], a Board-approved treatment provider in Columbus, Ohio. Dr. Hopkins states, and the Board acknowledges receipt of information to support, that Dr. Hopkins successfully completed Parkside's Intensive Outpatient Program on July 8, 2004, that he entered into an aftercare contract, entitled "Continuing Care Contract," with Parkside on July 6, 2004, and that said aftercare contract remains in effect to date. Dr. Hopkins further states that he has remained compliant with the terms of said aftercare contract.

G. Dr. Hopkins states, and the Board acknowledges, that Gregory Collins, M.D., Section Head of the Alcohol and Drug Recovery Center of Cleveland Clinic, has provided a written report indicating that Dr. Hopkins' ability to practice has been assessed and that he has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring requirements are in place, as set forth in Cleveland Clinic's "Treatment and Recovery Contract," which includes the use of Antabuse daily.

H. Dr. Hopkins states, and the Board acknowledges, that Edna Jones, M.D., of Parkside, has provided a written report indicating that Dr. Hopkins' ability to practice has been assessed and that he has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring requirements are in place, including a restriction on the number of hours that Dr. Hopkins can work every week, to wit: a maximum of 55 hours per week.

I. Dr. Hopkins further states, and the Board acknowledges receipt of information to support, that Dr. Hopkins entered into an agreement with the Ohio Physicians Effectiveness Program on or about July 9, 2004, which remains in effect to date.

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. Hopkins is hereby granted a certificate to practice medicine and surgery in the State of Ohio, and Dr. Hopkins knowingly and voluntarily agrees with the Board that said certificate to practice medicine and surgery shall be subject to the following PROBATIONARY terms, conditions and limitations:

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

2. Dr. Hopkins 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 May 2004 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. Hopkins 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 May 2004 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. Hopkins 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. Hopkins 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. Hopkins 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. Hopkins' personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Hopkins shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.

7. Dr. Hopkins 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. Hopkins to administer or personally furnish controlled substances, Dr. Hopkins 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. Hopkins' personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Hopkins 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. Hopkins 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. Hopkins' history of chemical dependency.

9. Dr. Hopkins shall abstain completely from the use of alcohol.

Antabuse

10. Dr. Hopkins shall take Antabuse as directed by his treatment team, but not less than 125 mg. daily, with observed administration. Further, Dr. Hopkins shall submit acceptable documentary evidence of continuing compliance with this provision, and said documentary evidence must be received in the Board's offices no later than the due date for Dr. Hopkins' quarterly declarations.

    Following the first year of this consent agreement, Dr. Hopkins may request modification of this provision so long as his request is accompanied by written documentation from a physician affiliated with a Board-approved treatment provider indicating that such physician has assessed Dr. Hopkins for purposes of determining whether Dr. Hopkins continues to require Antabuse treatment and that, based upon such assessment, the physician supports Dr. Hopkins' request to modify or discontinue his Antabuse treatment. Otherwise, Dr. Hopkins shall make no request for modification of this

provision unless the request is accompanied by written documentation from his treating physician and a physician affiliated with a Board-approved treatment provider indicating that such physicians have assessed Dr. Hopkins and determined that discontinuation of Antabuse treatment is medically warranted due to resultant negative health consequences. Any assessments and written documentation will be at Dr. Hopkins' expense.

Drug and Alcohol Screens/Supervising Physician

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

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

Work Restrictions

13. Dr. Hopkins shall limit his work hours to no more than fifty-five hours of work per week. Dr. Hopkins shall keep a log reflecting the dates, times, and facilities and/or locations at which he works. Dr. Hopkins shall submit his work log for receipt in the Board's offices no later than the due date for Dr. Hopkins' quarterly declaration.

    Following the first nine months of this consent agreement, Dr. Hopkins may request modification of this provision so long as his request is accompanied by written documentation from a physician, affiliated with a Board-approved treatment provider, who has evaluated Dr. Hopkins, indicating that such physician supports Dr. Hopkins' request for modification. Any assessments and written documentation will be at Dr. Hopkins' expense.

Monitoring Physician

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

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

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

15. Within thirty days of the effective date of this Consent Agreement, Dr. Hopkins shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or C.A., no less than three times per week. Further, Dr. Hopkins shall undertake and maintain participation in a Caduceus program, no less than once per week. Substitution of any other specific program must receive prior Board approval.

    Dr. Hopkins shall submit acceptable documentary evidence of continuing compliance with these programs, and said documentary evidence must be received in the Board's offices no later than the due date for Dr. Hopkins' quarterly declarations.

Aftercare

16. Dr. Hopkins shall maintain continued compliance with the terms of the agreement that he entered into with the Ohio Physicians Effectiveness Program [OPEP], provided that, where terms of the OPEP agreement conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

17. Dr. Hopkins shall maintain continued compliance with the terms of the aftercare contracts entered into with his treatment providers, provided that, where terms of the aftercare contracts conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

18. Dr. Hopkins 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

19. Within thirty days of the effective date of this Consent Agreement, Dr. Hopkins 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. Hopkins 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.

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

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

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Hopkins 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. Hopkins has violated any term, condition or limitation of this Consent Agreement, Dr. Hopkins 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. Hopkins shall not request termination of this Consent Agreement for a minimum of five years. In addition, except as provided in Paragraph 13 above, Dr. Hopkins 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. Hopkins 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. Hopkins 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. Hopkins 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.

JORDAN ERIC HOPKINS, M.D.

8/5/04
DATE

LANCE A. TALMAGE, M.D.
Secretary

8-11-04
DATE

RAYMOND J. ALBERT
Supervising Member

8/11/04
DATE

KATHLEEN S. PETERSON
Enforcement Attorney

August 5, 2004
DATE

Rev. 12/2/03

STEP I
CONSENT AGREEMENT
BETWEEN
JORDAN ERIC HOPKINS, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO

OHIO STATE MEDICAL BOARD

MAY 1 2 2004

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

Dr. Hopkins 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)(26), 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 "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."

B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), 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 Agreement.

C. Dr. Hopkins holds a training certificate to practice medicine and surgery in the State of Ohio, License # 57-005132. In addition, on or about March 1, 2004, Dr. Hopkins submitted an application for a certificate to practice medicine and surgery in Ohio, and said application is currently incomplete.

D. Dr. Hopkins states that he does not hold a training certificate to practice medicine or surgery in any other state or jurisdiction and that he is not licensed to practice medicine or surgery in any other state or jurisdiction.

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E. Dr. Hopkins admits that, on or about April 27, 2004, as ordered by the Board, he entered Glenbeigh Health Sources [Glenbeigh], a Board-approved treatment provider in Rock Creek, Ohio, for the purpose of undergoing a three-day evaluation to determine whether he is in violation of Section 4731.22(B)(26), Ohio Revised Code. Dr. Hopkins further admits that this evaluation order was based in part on the following: on or about December 11, 2003, in Franklin County Municipal Court, he was convicted of Driving Under the Influence of Alcohol or Drugs; on or about May 14, 1998, in Willoughby Municipal Court, he was convicted of Disorderly Conduct and Public Intoxication; on or about July 13, 1995, in Portage County Municipal Court, he was convicted of Disorderly Conduct and Falsification; and, on or about February 24, 1995, in Franklin County Municipal Court, he was convicted of unlawfully displaying, and claiming as his own, a driver's license belonging to another, in order to gain admittance into campus bar. Dr. Hopkins admits that, as a result of the evaluation at Glenbeigh, he was determined to be alcohol dependent and impaired in his ability to practice according to acceptable and prevailing standards of care due to the habitual or excessive use or abuse of alcohol. Dr. Hopkins further admits that inpatient level of care was recommended and that he began inpatient treatment at The Cleveland Clinic on or about May 3, 2004. Dr. Hopkins admits that his drug of choice is alcohol and that he has not previously had any treatment, inpatient or outpatient, for chemical dependence.

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

SUSPENSION OF CERTIFICATE

1. The training certificate of Dr. Hopkins to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time. During such suspension period, Dr. Hopkins shall be ineligible to receive or hold any other certificate issued by the Board.

Sobriety

2. Dr. Hopkins 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. Hopkins's history of chemical dependency.

3. Dr. Hopkins shall abstain completely from the use of alcohol.

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Releases; Quarterly Declarations and Appearances

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

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

Rehabilitation Program

8. Within thirty days of the effective date of this Consent Agreement, Dr. Hopkins 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. Hopkins 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. Hopkins's quarterly declarations.

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CONDITIONS FOR REINSTATEMENT

9. The Board shall not consider the reinstatement or renewal of Dr. Hopkins's training certificate to practice medicine and surgery or the issuance of any other certificate until all of the following conditions are met:

   a. Dr. Hopkins shall submit an application for reinstatement or renewal of his training certificate, complete his pending application for a certificate to practice medicine and surgery in Ohio and submit a written request for issuance of such certificate, or submit an application for issuance of another certificate by the Board, as appropriate, accompanied by appropriate fees, if any.

   b. Dr. Hopkins 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. Hopkins has successfully completed any required inpatient treatment, , including 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.

      iv. Two written reports indicating that Dr. Hopkins'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. Hopkins. Prior to the assessments, Dr. Hopkins 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

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the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Hopkins, and any conditions, restrictions, or limitations that should be imposed on Dr. Hopkins'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. Hopkins shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Hopkins are unable to agree on the terms of a written Consent Agreement, then Dr. Hopkins 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 or renewal of Dr. Hopkins' training certificate to practice medicine and surgery in this state or upon the issuance of any other certificate to Dr. Hopkins by the Board, 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. Hopkins 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. Hopkins has maintained sobriety.

10. In the event that Dr. Hopkins has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Hopkins's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Consent Agreement, Dr. Hopkins 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. Hopkins 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

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any professional license or reinstatement of any professional license. Further, Dr. Hopkins shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

12. Within thirty days of the effective date of this Consent Agreement, Dr. Hopkins 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. Hopkins 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.

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. Hopkins 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. Hopkins 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. Hopkins 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. Hopkins 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.

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MAY 1 2 2004

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.

M.D.

JORDAN ERIC HOPKINS, M.D.

5/11/04

DATE

LANCE A. TALMAGE, M.D.
Secretary

5-12-04

DATE

RAYMOND J. ALBERT
Supervising Member

5/12/04

DATE

Kathleen S. Peterson

KATHLEEN S. PETERSON
Enforcement Attorney

May 12, 2004

DATE