

**CONSENT AGREEMENT
BETWEEN
JOHN A. HEATHER, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Heather enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for a violation of Section 4731.22(B)(20), Ohio Revised Code, for "violating 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;" Section 4731.22(B)(2), Ohio Revised Code, "[f]ailure to maintain minimal standards applicable to the selection or administration of drugs, or failure to employ acceptable scientific methods in the selection of drugs or other modalities for treatment of disease;" and/or Section 4731.22(B)(6), Ohio Revised Code, "[a] departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established."

- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(20), Ohio Revised Code, to wit: Rules 4731-11-02(D) and 4731-11-08(B), Ohio Administrative Code, as set forth in Paragraph E below. Pursuant to Rule 4731-11-02(F), Ohio Administrative Code, a violation of Rule 4731-11-02(D), Ohio Administrative Code, also constitutes violation of Sections 4731.22(B)(2) and (B)(6), Ohio Revised Code. 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.

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- C. Dr. Heather is licensed to practice medicine and surgery in the State of Ohio, license number 35.071829.
- D. Dr. Heather states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Heather states that he is a psychiatrist and he admits that from in or around 2003/2004 to in or around 2009, he prescribed Adderal to a family member. Dr. Heather further admits that such prescribing of Adderal to a family member did not involve an emergency situation. Dr. Heather further admits that he failed to maintain patient medical records to reflect the utilization of Adderal, and he failed to document the diagnosis and purpose for prescribing that medication. Dr. Heather further admits that he failed to complete and maintain accurate medical records reflecting his evaluation and treatment of this family member. Dr. Heather further admits that on a few limited occasions, he prescribed Adderal to another family member until she could see her primary care physician, and that he also failed to document such treatment.

Dr. Heather represents that since discussing his failure to comply with the Board's administrative rules related to prescribing controlled substances and maintaining patient records with a Board investigator on or about December 9, 2009, he has been fully compliant with those rules. Dr. Heather further represents that he is no longer prescribing Adderal or any other controlled substances to family members. Dr. Heather states, and the Board acknowledges receipt of information to support, that there were certain significant mitigating factors in association with this matter, which included but were not limited to, Dr. Heather providing an utmost degree of assistance and cooperation in a difficult situation concerning the Board's investigation of another matter.

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

REPRIMAND; SUSPENSION OF CERTIFICATE, STAYED

1. Dr. Heather shall be and is hereby REPRIMANDED.
2. The certificate of Dr. Heather to practice medicine and surgery in the State of Ohio shall be SUSPENDED for a definite period of 60 days; such suspension is STAYED.

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

PROBATIONARY TERMS AND CONDITIONS

3. Dr. Heather shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
4. Dr. Heather shall submit quarterly declarations under penalty of Board disciplinary action 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, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
5. Dr. Heather 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, or as until otherwise directed by the Board. Dr. Heather shall also appear in person upon his request for termination of the probationary period, and/or as otherwise directed by the Board.
6. In the event Dr. Heather 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.

Required Controlled Substance Prescribing Course

7. Within one year from the effective date of this Consent Agreement, or as otherwise provided by the Board, Dr. Heather shall provide acceptable documentation of successful completion of a course dealing with the prescribing of controlled substances. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any courses taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed.

In addition, at the time Dr. Heather submits the documentation of successful completion of the course dealing with the prescribing of controlled substances, he shall also submit to the Board a written report describing the course, setting forth what he learned from the course, and identifying with specificity how he will apply what he has learned to his practice of medicine in the future.

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Required Medical Records Course

8. Within one year from the effective date of this Consent Agreement, or as otherwise provided by the Board, Dr. Heather shall provide acceptable documentation of satisfactory completion of a course on maintaining adequate and appropriate medical records, such course to be approved in advance by the Board or its designee. Any courses taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed.

In addition, at the time Dr. Heather submits the documentation of successful completion of the course or courses on maintaining adequate and appropriate medical records, he shall also submit to the Board a written report describing the course, setting forth what he learned from the course, and identifying with specificity how he will apply what he has learned to his practice of medicine in the future.

9. Within thirty days of the effective date of this Consent Agreement, Dr. Heather shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Heather shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Heather provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Heather shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Heather shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

Within thirty days of the effective date of this Consent Agreement, Dr. Heather shall provide a copy of this Consent Agreement to the proper licensing authority of any

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state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Heather further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Heather shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

Dr. Heather shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Heather 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. Heather has violated any term, condition or limitation of this Consent Agreement, Dr. Heather 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

The Reprimand of Dr. Heather shall not terminate. Dr. Heather shall not request termination of the probationary terms contained within this Consent Agreement for a minimum of two years. In addition, Dr. Heather shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Heather may make such request with the mutual approval and joint recommendation of the Secretary and Supervising Member.

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Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

In the event that the Board initiates future formal proceedings against Dr. Heather, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Heather and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Heather 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.

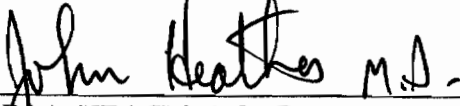
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Heather 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. Heather 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

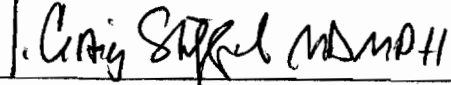
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.



JOHN A. HEATHER, M.D.

March 15, 2013

DATE



J. CRAIG STRAFFORD, M.D., M.P.H.
Secretary

10 April 2013

DATE

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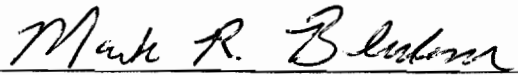
ERIC J. PLINKE
Attorney for Dr. Heather

3/21/13
DATE



MARK A. BECHTEL, M.D.
Supervising Member

10 April 2013
DATE



MARK R. BLACKMER
Enforcement Attorney

MARCh 25, 2013
DATE

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