

MINNESOTA BOARD OF OPTOMETRY

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September 29, 2016

Thomas N, Johnson, O.D.
Infinite Eye Care of Sauk Rapids
210 2nd Ave N
Sauk Rapids, MN 56379

Dear Dr. Johnson:

The Complaint Resolution Committee of the Minnesota Board of Optometry met and reviewed your Agreement for Correction Action and documentation you submitted in support of satisfaction of the terms contained therein. The Committee concluded that the Agreement has been satisfied.

The Committee reminds you that the Agreement for Correction is non-disciplinary and the intent is focused education to current contemporary standards of practice.

Again, thank you for your cooperation in this matter.

Minnesota Board of Optometry

Randy D. Snyder
Executive Director

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FEB 26 2016

MN BOARD OF
OPTOMETRY

**BEFORE THE MINNESOTA
BOARD OF OPTOMETRY**

In the Matter of
Thomas N. Johnson, O.D.,
License No. 2251

**AGREEMENT FOR
CORRECTIVE ACTION**

This agreement is entered into by and between Thomas N. Johnson, O.D. ("Licensee") and the Discipline Committee ("Committee") of the Minnesota Board of Optometry ("Board") pursuant to the authority of Minnesota Statutes section 214.103, subdivision 6(a). Licensee and the Committee hereby agree as follows:

FACTS

1. This agreement is based upon the following facts:
 - a. On July 22, 1989, Licensee was licensed by the Board to practice optometry in the State of Minnesota.
 - b. From approximately 1991 until July 2007, Licensee was employed as an optometrist at a vision center ("Vision Center") in St. Cloud, Minnesota.
 - c. While employed at the Vision Center, the following occurred:
 - 1) Licensee made a comment about sex to a coworker.
 - 2) During an eye exam, Licensee physically rubbed a patient's ("Patient 1") leg to demonstrate how the patient's eye was scratched. Additionally, Licensee made inappropriate comments to the patient.
 - 3) On May 11, 2007, during an eye exam, Licensee asked a patient ("Patient 2") about her profession as a dancer and subsequently made comments about prostitution to the patient.
 - 4) On May 18, 2007, Licensee made a gesture that was a simulation of male masturbation when talking with a coworker.

- 5) Licensee often referred to female patients as "chesty."
- d. Licensee was involuntarily terminated from the Vision Center for rude and abusive conduct.
- e. Beginning in July 2011, Licensee was hired to fill in for an optometrist in Baxter, Minnesota.
- f. While filling for the optometrist, the following occurred:
- 1) On July 20, 2011, Licensee examined a female patient ("Patient 3").
- 2) After Patient 3's eye examination, Licensee followed Patient 3 to her car and continued to have a conversation with Patient 3.
- 3) Approximately two weeks after Patient 3's eye examination, Licensee contacted Patient 3. Patient 3 had not provided Licensee with her cell phone number.
- g. While working as an optometrist, Licensee touched patients on their shoulder, arm, or leg when talking to them.
- h. Licensee has a video on YouTube that relates to Licensee's optometric practice and contains sexual connotation.
- i. On January 13, 2016, the Discipline Committee met to discuss the matters set forth in paragraph 1 above. The Committee was comprised of Board members Roger Pabst, O.D., Patrick O'Neil, O.D., and Kari Slotten, and is represented by Assistant Attorney General Jennifer C. Middleton. Licensee was represented by Russell Cherne, Pennington, Cherne, Gaarder, PLLC, St. Cloud, Minnesota. During the January 13, 2016 conference, Licensee stated that he see his patients as friends and often jokes with patients. Licensee further stated that comments made by Licensee are sometimes misinterpreted by his patients.
2. The Committee decided that Licensee's foregoing conduct does not comply with Minnesota Statutes section 148.57 subd. 3 (2014) (unprofessional conduct) and necessitates the following corrective action described below.

CORRECTIVE ACTION

3. Licensee agrees to take the following corrective action:

a. Professional Boundaries. Within six months of the effective date of this Agreement, Licensee shall arrange to enroll in the individualized professional boundaries training course taught by John Hung, Ph.D., L.P. in Edina, Minnesota, or an equivalent course approved in advance by the Committee. Licensee's signature on this Agreement is authorization for the Committee to communicate with the instructor/practitioner before, during, and after Licensee takes the course about Licensee's comprehension of the presented material, performance, and progress. Licensee's signature also constitutes authorization for the instructor/practitioner to provide the Committee with copies of all written evaluation reports. Successful completion of the boundaries course shall be determined by the Committee based on input from Dr. Hung or the instructor of the equivalent course.

b. Coursework Report. Within 30 days after completing the course listed above, Licensee shall submit to the Committee:

- 1) Proof of Licensee's attendance and completion of the course;
- 2) Copies of all materials used and/or distributed in the course; and
- 3) A summary report of what Licensee learned in the course and specific information addressing how Licensee will incorporate this recently gained knowledge into Licensee's practice.

- 4) Licensee's reports shall be typewritten in Licensee's own words, double-spaced, at least two pages in length but no more than three pages, and shall list references used to prepare the report.

- 5) All coursework reports submitted by Licensee are subject to review and approval by the Committee.

OTHER INFORMATION

4. Upon Licensee's satisfactory completion of the corrective action referenced in paragraph 3 above, the Committee agrees to dismiss the complaint(s) concerning the matters referenced in paragraph 1. The Committee shall be the sole judge of satisfactory completion. The Committee may reopen this complaint if it receives newly discovered information that was not available to the Committee during the initial investigation, or if the Committee receives a new complaint that indicates a pattern of behavior or conduct.

5. If Licensee fails to complete the corrective action satisfactorily, the Committee may, at its discretion, reopen the investigation and proceed according to Minnesota Statutes sections 148.52-62 (the Board's Practice Act) and Minnesota Statutes chapters 214 and 14. Licensee agrees that failure to complete the corrective action satisfactorily is failure to cooperate under Minnesota Rules 3100.6350 and may subject Licensee to disciplinary action by the Board.

6. Through this agreement Licensee is further notified that Licensee may choose to be represented by legal counsel in this matter. Licensee is represented by Russell Cherne, Pennington, Cherne, Gaarder, PLLC, St. Cloud, Minnesota.

7. This agreement shall become effective upon execution by the Board's Executive Director and shall remain in effect until the Committee dismisses the complaint, unless the Committee receives additional information that renders corrective action inappropriate. Upon receiving such information, the Committee may, at its discretion, proceed according to Minnesota Statutes sections 148.52-62 (the Board's practice act) and Minnesota Statutes chapters 214 and 14.

8. This agreement is not disciplinary action. See Minnesota Statutes section 214.103, subdivision 6. However, this agreement is classified as public data pursuant to Minnesota Statutes section 13.41, subdivision 4.

9. Licensee hereby acknowledges having read and understood this agreement and having voluntarily entered into it. This agreement contains the entire agreement between the

Committee and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this agreement.

LICENSEE

T. N. Johnson, O.D.
THOMAS JOHNSON, O.D.

Date: 2-23-16

FOR THE DISCIPLINE COMMITTEE

By: 
PATRICK O'NEILL
Board President

Date: 29 February 2014