

**CONSENT AGREEMENT
BETWEEN
WANDA BETH KALENCKI, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Wanda Beth Kalencki, D.O., and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Kalencki enters into this Consent Agreement being fully informed of her 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 4731.222, Ohio Revised Code, prior to restoring to good standing a certificate issued under Chapter 4731., Ohio Revised Code, that has been in a suspended or inactive state for any cause for more than two years, to determine an applicant's present fitness to resume practice, and/or to impose terms and conditions, including restricting or limiting the extent, scope, or type of practice of the applicant. The Board enters into this Consent Agreement pursuant to Section 4731.222, Ohio Revised Code, based upon the facts as set forth below in Paragraph B, and expressly reserves the right to institute formal proceedings based upon any violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.

- B. Dr. Kalencki is applying for restoration of her license to practice osteopathic medicine and surgery in the State of Ohio, License # 34.004465, which lapsed in 1996. Dr. Kalencki states, and the Board acknowledges, that Dr. Kalencki held a full and unrestricted license to practice osteopathic medicine and surgery in Ohio from 1987 to 1996. Dr. Kalencki states that she has not practiced osteopathic medicine and surgery since 1987. Dr. Kalencki attests that it is her intention to enter into a post-graduate training program in Ohio.

STATE MEDICAL BOARD

DEC 22 2006

- C. Dr. Kalencki states that she has an active license to practice osteopathic medicine and surgery in the State of Wisconsin and inactive licenses in the States of Virginia and Michigan.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of Dr. Kalencki to practice osteopathic medicine and surgery in the State of Ohio shall be restored upon receipt of all necessary and appropriate documentation, and Dr. Kalencki knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

LIMITATION OF CERTIFICATE:

1. Dr. Kalencki's certificate to practice osteopathic medicine and surgery in the state of Ohio shall be strictly limited to participation in a post-graduate training program approved in advance by the Board. Dr. Kalencki shall not engage in any other employment as a physician.

Dr. Kalencki shall not request termination of the above limitation of her certificate unless and until such time that Dr. Kalencki shall demonstrate to the satisfaction of the Board that she is capable of independently practicing osteopathic medicine and surgery according to acceptable and prevailing standards of care. Such demonstration shall include, but shall not be limited to, written documentation acceptable to the Board verifying that Dr. Kalencki has successfully completed an accredited post-graduate training program in conformance with the requirements set forth in this Consent Agreement, and written documentation acceptable to the Board from Dr. Kalencki's post-graduate training program director indicating that Dr. Kalencki is capable of independently practicing osteopathic medicine and surgery according to acceptable and prevailing standards of care.

POST-GRADUATE MONITOR

2. While Dr. Kalencki participates in a post-graduate program accredited by the ACGME or AOA, the Board shall require a quarterly statement from a designated post-graduate monitor, who shall be either the director of Dr. Kalencki's post-graduate program, or alternatively, the attending physician specifically designated by the post-graduate director as the person having responsibility to directly oversee Dr. Kalencki's clinical rotations, addressing Dr. Kalencki's performance (clinical and otherwise) in the post-graduate training program. Prior to commencing any post-graduate training program, Dr. Kalencki shall so notify the Board by providing a writing, signed by both herself and her post-graduate monitor, specifically identifying the post-graduate program in which Dr. Kalencki will be participating and indicating the post-graduate monitor's agreement to comply with the requirements set forth herein. Further, should her post-

OHIO STATE MEDICAL BOARD
DEC 11 2006

graduate monitor become unable or unwilling to serve, Dr. Kalencki must immediately so notify the Board in writing and within thirty days make arrangements for a replacement post-graduate monitor acceptable to the Board. Furthermore, Dr. Kalencki shall ensure that the previously designated post-graduate monitor also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

All reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Kalencki's quarterly declaration, as set forth in Paragraph 4 below. It is Dr. Kalencki's responsibility to ensure that reports are timely submitted.

In such quarterly reports, the post-graduate monitor shall specifically report on whether Dr. Kalencki's limited practice of osteopathic medicine and surgery was within acceptable and prevailing standards of care, including observations of Dr. Kalencki's current medical knowledge, her technique and skill, her delivery of patient care, her development of patient history and chief complaints, her performance of physical and mental examinations, her formulation of diagnosis including differential plan of treatment, her relations concerning interpersonal and communication skills, her documentation related to medical record keeping, her professionalism, her development of practice-based learning and improvement, and her application of systems-based practice.

In the event that the post-graduate monitor identifies deficits in Dr. Kalencki's performance, the Secretary and Supervising Member will make a determination as to future action, which may include, *inter alia*, instituting formal disciplinary proceedings and/or entering into a subsequent agreement related to remedial action.

The Board expressly reserves the right to disapprove any person proposed to serve as Dr. Kalencki's designated post-graduate monitor, or to withdraw approval of any person previously approved to serve as Dr. Kalencki's post-graduate monitor, in the event that the Secretary and Supervising Member of the Board determine that any such post-graduate monitor has demonstrated a lack of cooperation in providing information to the Board or for any other reason. In the event that the Board disapproves of any post-graduate monitor proposed by Dr. Kalencki or withdraws approval of a designated post-graduate monitor, Dr. Kalencki shall, within thirty days after the Board disapproves or withdraws approval of any post-graduate monitor, submit the name and curriculum vitae of another post-graduate monitor for prior written approval by the Board.

GENERAL PROVISIONS:

3. Dr. Kalencki shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.
4. Dr. Kalencki shall submit quarterly declarations under penalty of Board disciplinary action or criminal prosecution, stating whether there has been compliance with all the

DEC 11 2006

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. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

5. Dr. Kalencki shall appear in person for an initial interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement, and shall again appear, as scheduled by the Board, upon Dr. Kalencki's future request for release from this Consent Agreement, and/or as otherwise requested by the Board during the duration of this Consent Agreement.
6. Within thirty days of the effective date of this Consent Agreement, Dr. Kalencki shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where she has privileges or appointments. Further, Dr. Kalencki shall provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments.
7. Within thirty days of the effective date of this Consent Agreement, Dr. Kalencki 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 she currently holds any professional license. Dr. Kalencki 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 she applies for any professional license or for reinstatement of any professional license. Further, Dr. Kalencki shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Kalencki 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. Kalencki has violated any term, condition or limitation of this Consent Agreement, Dr. Kalencki agrees that the violation, as alleged, also constitutes clear and convincing evidence that her 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.

SECRETARY, BOARD

DEC 11 2006

DURATION/MODIFICATION OF TERMS

Dr. Kalencki shall not request termination of this Consent Agreement and/or modification of the Limitation of Certificate provision contained herein until such time that Dr. Kalencki shall demonstrate to the satisfaction of the Board that she is capable of independently practicing osteopathic medicine and surgery according to acceptable and prevailing standards of care as set forth in Paragraph 1 of this Consent Agreement. In addition, Dr. Kalencki shall not request modification to the other terms, conditions, and limitations contained herein for at least one year. Otherwise, with the exception of the Limitation of Certificate provision specified in Paragraph 1 above, the above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties. Further, any and all subsequent renewals of Dr. Kalencki's certificate to practice osteopathic medicine and surgery that may be granted by the Board to Dr. Kalencki in the future shall be subject to the same aforementioned terms, conditions and limitations unless otherwise determined by the Board.

ACKNOWLEDGMENTS/LIABILITY RELEASE

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

Wanda B. Kalencki, D.O.

DEC 11 2006

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.

Wanda Beth Kalencki D.O.
WANDA BETH KALENCKI, D.O.

12-7-2006
DATE

Lance A. Talmage M.D.
LANCE A. TALMAGE, M.D.
Secretary

12-13-06
DATE

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

12/19/06
DATE

Marcie Pastrick
MARCIE PASTRICK
Enforcement Attorney

12/11/06
DATE

DEC 11 2006