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**CONSENT AGREEMENT
BETWEEN
FREDERICK THOMAS MARTIN, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

This CONSENT AGREEMENT is entered into by and between FREDERICK THOMAS MARTIN, M.D., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

FREDERICK THOMAS MARTIN, M.D., 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 STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(6), 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] 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 STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Section 4731.22(B)(6), Ohio Revised Code, as set forth in Paragraph D 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. FREDERICK THOMAS MARTIN, M.D., is licensed to practice medicine and surgery in the State of Ohio.

- D. FREDERICK THOMAS MARTIN, M.D., ADMITS that it was alleged that he failed to timely diagnose colon cancer in a fifty seven year old patient, which resulted in her untimely death on or about November 21, 1990. DOCTOR MARTIN further ADMITS that it was alleged that he made a mistake by not having the proper tests run on the above patient to determine if she had colon cancer.

FREDERICK THOMAS MARTIN, M.D., further ADMITS that a malpractice lawsuit was filed against him concerning the above-mentioned patient and that said case was dismissed with prejudice on December 2, 1993. DOCTOR MARTIN further ADMITS that his insurance company, Medical Protective Co., made a settlement payment to the Plaintiff in the this case in the amount of \$350,000.00.

FREDERICK THOMAS MARTIN, M.D., further ADMITS that another malpractice lawsuit was filed against him in 1993. DOCTOR MARTIN further ADMITS that the Plaintiff alleged that DOCTOR MARTIN failed to timely diagnose a cardiovascular disease, which ultimately lead to the patient's death. DOCTOR MARTIN further ADMITS that said case was dismissed with prejudice on March 1, 1994, and that his insurance company, Medical Protective Co., made a settlement payment to the Plaintiff in the amount of \$450,000.00.

FREDERICK THOMAS MARTIN, M.D., further ADMITS that he retired from his office practice in July of 1993. DOCTOR MARTIN further ADMITS that since that time he has only performed insurance physicals.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, FREDERICK THOMAS MARTIN, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following terms, conditions and limitations:

1. DOCTOR MARTIN shall obey all federal, state, and local laws, and all rules governing the practice of medicine in the State of Ohio.
2. DOCTOR MARTIN'S certificate to practice medicine and surgery in the State of Ohio shall be permanently LIMITED and RESTRICTED to the performance of insurance physicals only. DOCTOR MARTIN is not otherwise authorized to practice medicine or surgery in any form or manner. DOCTOR MARTIN shall not prescribe any type of medication;

3. DOCTOR MARTIN 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 the consent agreement becomes effective, provided that if the effective date is on or after the 16th 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;
4. DOCTOR MARTIN shall appear in person for annual interviews before the BOARD or its designated representative, or as otherwise directed 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. (Example: The first annual appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for February, one year after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR MARTIN written notification of scheduled appearances, it is DOCTOR MARTIN'S responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR MARTIN shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

Drug Associated Restrictions

5. DOCTOR MARTIN has surrendered his United States Drug Enforcement Administration Certificate. He shall be ineligible to hold, and shall not apply for, registration with the D.E.A. to prescribe, dispense or administer controlled substances;
6. DOCTOR MARTIN shall not prescribe, administer, dispense, order, write orders for, or give verbal orders for, any controlled substances as defined by state or federal law;
7. DOCTOR MARTIN shall not be permitted to order, write orders for, give verbal orders for, dispense or administer controlled substances as

defined by state or federal law under the Drug Enforcement Administration registration of the hospital or institution in which he is employed, is training, and/or has privileges;

8. DOCTOR MARTIN shall not prescribe, administer, dispense, order, write orders for, or give verbal orders for, any non-controlled substances.

Required Reporting by Licensee

9. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR MARTIN shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR MARTIN shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services, or applies for or receives training, and the chief of staff at each hospital where he applies for or obtains privileges or appointments; and,
10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR MARTIN 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 a license to practice. DOCTOR MARTIN 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 licensure or reinstatement of licensure. Further, DOCTOR MARTIN shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

FAILURE TO COMPLY

11. DOCTOR MARTIN AGREES that if any declaration or report required by this agreement is not received in the BOARD'S offices on or before its due date, DOCTOR MARTIN shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR MARTIN 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 Agreement.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR MARTIN has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR MARTIN 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(D), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

This CONSENT AGREEMENT shall remain in force so long as DOCTOR MARTIN is licensed to practice medicine and surgery in the State of Ohio. 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

DOCTOR MARTIN 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.

DOCTOR MARTIN hereby releases THE STATE MEDICAL BOARD OF OHIO, 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.

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 that it shall become effective upon the last date of signature below.

Frederick Thomas Martin
FREDERICK THOMAS MARTIN, M.D.

Anand G. Garg, M.D. ^{R28}
ANAND G. GARG, M.D.
Secretary

7/27/98
DATE

8/12/98
DATE

Thomas E. Martin
THOMAS E. MARTIN
Counsel for Dr. Martin

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

7/29/98
DATE

8/12/98
DATE

Anne B. Strait
ANNE B. STRAIT, ESQ.
Assistant Attorney General

8/12/98
DATE