

STATE MEDICAL BOARD OF OHIO
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**CONSENT AGREEMENT
BETWEEN
FE P. FUENTES, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

THIS CONSENT AGREEMENT is entered into by and between FE P. FUENTES, M.D. and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

FE P. FUENTES, M.D. enters into this 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.

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 violation of Section 4731.22(B)(6) of the Revised Code, 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. FE P. FUENTES, M.D. is licensed to practice medicine and surgery in the State of Ohio.
- D. DOCTOR FUENTES' privileges to perform extracapsular cataract extraction with intraocular lens implantation were summarily suspended by Mercy Hospital of Tiffin, due to an excessive rate of complications involving vitreous loss. Such suspension was to remain in effect until DOCTOR FUENTES completed additional training in the area mentioned and could demonstrate competence to the satisfaction of a Board Certified Ophthalmologist.
- E. Upon completion of additional instruction and/or training, on March 7, 1991, DOCTOR FUENTES' privileges to perform extracapsular cataract extraction with intraocular lens implantation were restored by Mercy Hospital of Tiffin, under the direct supervision of a Board Certified Ophthalmologist, conditional upon performance and demonstration of competency.

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- F. On May 23, 1991, upon review of reports of six (6) surgeries provided by the Board Certified Ophthalmologist who observed DOCTOR FUENTES performing extracapsular cataract extractions with intraocular lens implantations, Mercy Hospital of Tiffin suspended all DOCTOR FUENTES' intraocular surgery privileges, until additional training is completed.
- G. Subsequently, DOCTOR FUENTES' closed her practice in the Tiffin area and relocated to Cincinnati.

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

1. DOCTOR FUENTES shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR FUENTES shall submit quarterly declarations under penalty of perjury stating whether there has been compliance with all the conditions of this Consent Agreement;
3. DOCTOR FUENTES shall appear in person for interviews before the full BOARD or its designated representative at three month intervals, or as otherwise directed by the BOARD;
4. In the event that DOCTOR FUENTES should leave Ohio for three continuous months, or reside or practice outside the State, DOCTOR FUENTES must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the Consent Agreement;
5. DOCTOR FUENTES shall immediately cease performing all extracapsular cataract extractions until such time as she demonstrates by evidence acceptable to the Board, that she has obtained appropriate training and that a Board Certified Ophthalmologist approved by the Board has evaluated DOCTOR FUENTES' surgical technique and found it appropriate.

The above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties. However, this Agreement shall remain in force indefinitely as to its terms, or until such time as DOCTOR FUENTES has demonstrated compliance with the Agreement to the Board's satisfaction.

If, in the discretion of the Secretary of THE STATE MEDICAL BOARD OF OHIO, DOCTOR FUENTES appears to have violated or breached any term or condition of this Agreement, THE STATE MEDICAL BOARD OF OHIO 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.

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DOCTOR FUENTES acknowledges that she has had an opportunity to ask questions concerning the terms of this 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 FUENTES 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, and shall become effective upon the last date of signature below.

Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

F. P. Fuentes, M.D.
FE P. FUENTES, M.D.

November 15, 1991
DATE

Henry G. Cramblett, M.D.
HENRY G. CRAMBLETT, M.D.
Secretary

11/22/91
DATE

Timothy S. Jost, Esq.
TIMOTHY S. JOST, ESQ.
Supervising Member

11/26/91
DATE

John C. Dowling, Esq.
JOHN C. DOWLING, ESQ.
Assistant Attorney General *assistant atty general*

12/2/91
DATE

STATE MEDICAL BOARD
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