

**ADDENDUM
TO THE
CONSENT AGREEMENT
BETWEEN
BENJAMIN P. FIEDLER, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

This Addendum to the December 2000 Consent Agreement Between Benjamin P. Fiedler, M.D., and the State Medical Board of Ohio [Addendum] is entered into by and between Benjamin P. Fiedler, M.D. [Dr. Fiedler], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code. A copy of the December 2000 Consent Agreement Between Benjamin P. Fiedler, M.D., and the State Medical Board of Ohio is attached hereto and incorporated herein.

Dr. Fiedler enters into this Addendum being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel.

BASIS FOR ACTION

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

- A. Dr. Fiedler has submitted to the Board acceptable documentation of compliance with the Continuing Medical Education requirements contained in paragraph 3. of the December 2000 Consent Agreement.
- B. Dr. Fiedler states, and the Board acknowledges, that he has made numerous substantial efforts to obtain the three (3) months of post-graduate training required under paragraph 1. of the December 2000 Consent Agreement to qualify for release from probation, and that all such efforts have proven futile.
- C. Dr. Fiedler and the Board agree that additional efforts to obtain the three (3) months of post-graduate training required under paragraph 1. of the December 2000 Consent Agreement to qualify for release from probation will probably prove futile.
- D. Dr. Fiedler states, and the Board acknowledges, that he has demonstrated compliance with all other terms of the December 2000 Consent Agreement.
- E. Based on the interviews of Dr. Fiedler that the Board's Secretary and Supervising Member have conducted during the term of his probation, the Board finds that Dr. Fiedler has displayed insight concerning his deficiencies that precipitated the patient care incident at issue in the December 2000 Consent Agreement, and further finds that there is little or no probability of similar future incidents.

AGREED MODIFICATIONS

Based on the foregoing, Dr. Fiedler and the Board agree that the Secretary of the Board will review the documentation Dr. Fiedler has submitted to demonstrate compliance with the Continuing Medical Education requirements of paragraph 3. of the December 2000 Consent Agreement. If, based on that review and on review of Dr. Fiedler's record as a probationer, the Secretary and Supervising Member conclude that the limitation imposed by paragraph 1. of the December 2000 Consent Agreement is no longer necessary to protect the public, they will recommend that the Board release Dr. Fiedler from probation without requiring him to first complete the post-graduate training contemplated by that paragraph. The Board, upon receiving that recommendation and upon satisfying itself that Dr. Fiedler is otherwise in compliance with all the terms of the December 2000 Consent Agreement, will release him from probation and return his certificate to full and unrestricted status. If the Secretary and Supervising Member fail to recommend that the Board release Dr. Fiedler from probation as provided herein, all of the terms of the December 2000 Consent Agreement shall continue in full force and effect as if this Addendum had not been executed.

DURATION/MODIFICATION OF TERMS

The terms, conditions, and limitations of the December 2000 Consent Agreement and Addendum may be amended or terminated in writing in accordance with the terms set forth in the Consent Agreement.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Fiedler acknowledges that he has had an opportunity to ask questions concerning the terms of this Addendum and the December 2000 Consent Agreement and that all questions asked have been answered in a satisfactory manner.

Dr. Fiedler 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 Addendum and the December 2000 Consent Agreement shall be considered public records as that term is used in Section 149.43, Ohio Revised Code, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Fiedler agrees to provide his social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

EFFECTIVE DATE

It is expressly understood that this Addendum 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.



BENJAMIN P. FIEDLER, M.D.

5/14/04
DATE



LANCE A. TALMAGE, M.D.
Secretary

5-12-04
DATE



RAYMOND J. ALBERT
Supervising Member

5/12/04
DATE



WILLIAM J. SCHMIDT
Assistant Executive Director

May 12, 2004
DATE

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

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

BENJAMIN P. FIEDLER, 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)(22), 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]ny of the following actions taken by the state agency responsible for regulating the practice of medicine and surgery, osteopathic medicine and surgery, podiatry, or the limited branches of medicine in another state, for any reason other than the nonpayment of fees: the limitation, revocation, or suspension of an individual’s license to practice; acceptance of an individual’s license surrender; denial of a license; refusal to renew or reinstate a license; imposition of probation; or issuance of an order of censure or other reprimand[.]”
- 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)(22), Ohio Revised Code, as set forth in Paragraph E 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. BENJAMIN P. FIEDLER, M.D., is applying for a certificate to practice medicine and surgery in the State of Ohio.

- D. BENJAMIN P. FIEDLER, M.D., STATES that he is also licensed to practice medicine and surgery in the State of Texas.
- E. BENJAMIN P. FIEDLER, M.D., ADMITS that on or about August 26, 2000, he entered into an Agreed Order with the Texas State Board of Medical Examiners, a copy of which is attached hereto and incorporated herein. The Agreed Order includes the following "Findings of Fact":
6. Conroe Regional Medical Center suspended [Dr. Fiedler's] obstetrics privileges on April 20, 1999, as a result of an investigation related to a single obstetric patient case. The Conroe Regional Medical Center, Department of Obstetrics/ Gynecology made the following findings:
 - a. The patient had a prior history of dystocia.
 - b. Respondent should have used an intrauterine monitor.
 - c. Severe variables on the fetal monitoring strip were not recognized.
 - d. Respondent admitted that late decelerations were present prior to delivery in this case and the fetus was in distress, but Respondent failed to recognize this.
 - e. The cord was wrapped around the infant's shoulders and when the infant moved down, it compressed the cord. The infant had asphyxiated, but was later revived.
 7. A high-risk obstetrician who arrived post-delivery was consulted only after Respondent attempted and failed to deliver the fetus with forceps and vacuum extractions.
 8. Respondent admitted a high-risk obstetrician should have assisted in the early stage of the delivery process.
 9. Respondent should have recognized that a cesarean section was necessary after assessing the conditions of the second stage of labor based on the patient's history of having a prior cesarean section for failure to progress, abnormal fetal heart tones, and failed attempts at delivery.

BENJAMIN P. FIEDLER, M.D., further ADMITS that, pursuant to the Agreed Order with the Texas State Board of Medical Examiners, his Texas license is restricted and he is subject to specified terms and conditions for a period of three (3) years. These terms and conditions include that Dr. Fiedler shall obtain at least fifty (50) hours per year of Continuing Medical Education approved for Category I credits by the American Medical Association including at least thirty (30) hours in ambulatory and high-risk delivery; that Dr. Fiedler may only provide obstetric services under the direct supervision of a board-certified

obstetrician/gynecologist; that Dr. Fiedler shall only perform surgical deliveries and cesarean sections in attendance and under the direction of a board-certified obstetrician/gynecologist; and that Dr. Fiedler shall keep records of all obstetric cases which shall be sent to the Texas Board. Since Dr. Fiedler is currently residing in Ohio, the terms and conditions in the Texas Agreed Order have been tolled until he returns to Texas.

- F. BENJAMIN P. FIEDLER, M.D., STATES that he is certified by the American Board of Family Practice.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, BENJAMIN P. FIEDLER, M.D., shall be granted a certificate to practice medicine and surgery in the State of Ohio, and knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following terms, conditions and limitations:

LIMITATION

1. DOCTOR FIEDLER's certificate to practice medicine and surgery in the State of Ohio shall be LIMITED and RESTRICTED in that he shall not engage in the practice of obstetrics, defined as that branch of medicine which deals with the management of pregnancy, labor, and the puerperium.

This limitation/restriction may be terminated upon the successful completion by DOCTOR FIEDLER of at least three (3) months of training in a post-graduate training program, approved in advance by the BOARD or its designee, in the area of obstetrics. DOCTOR FIEDLER shall provide the BOARD with acceptable documentation verifying completion of such program. Whether DOCTOR FIEDLER has successfully completed such program shall be determined by the BOARD or its designee.

PROBATIONARY TERMS

2. DOCTOR FIEDLER shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
3. For each of the three calendar years following the effective date of this CONSENT AGREEMENT, DOCTOR FIEDLER shall successfully complete at least fifty (50) hours of Category I Continuing Medical Education, as defined by the Board. At least thirty (30) of the fifty (50) hours of Continuing Medical Education shall be in high-risk delivery.

Within thirty days of the end of each calendar year, DOCTOR FIEDLER shall submit to the BOARD acceptable documentation of completion of such Continuing Medical Education. The Continuing Medical Education completed by DOCTOR FIEDLER pursuant to this requirement may be applied to satisfy his biennial Continuing Medical Education requirement for renewal of his Ohio certificate to practice medicine.

4. DOCTOR FIEDLER 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;
5. DOCTOR FIEDLER 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 FIEDLER written notification of scheduled appearances, it is DOCTOR FIEDLER'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 FIEDLER shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

6. In the event that DOCTOR FIEDLER should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR FIEDLER 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, unless otherwise determined by motion of the BOARD in instances where the

BOARD can be assured that probationary monitoring is otherwise being performed;

Required Reporting by Licensee

7. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR FIEDLER 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 FIEDLER 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,
8. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR FIEDLER 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 FIEDLER 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 FIEDLER 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

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR FIEDLER 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 DOCTOR FIEDLER has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR FIEDLER 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

DOCTOR FIEDLER shall not request termination of this CONSENT AGREEMENT until the terms, limitations and conditions in Paragraphs (1) and (3) have been met. DOCTOR FIEDLER may request, and the BOARD may approve, modification to the restriction/limitation contained in Paragraph (1) in the event that DOCTOR FIEDLER is accepted into a training program, approved in advance by the BOARD, in the area of obstetrics. With the exception of Paragraphs (1) and (3) above, DOCTOR FIEDLER shall not request modification to the terms, limitations and conditions contained herein for at least one (1) year. 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 FIEDLER 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 FIEDLER 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.



BENJAMIN P. FIEDLER, M.D.



ANAND G. GARG, M.D.
Secretary

12/12/00

DATE

12/13/00

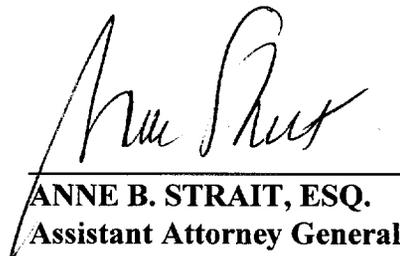
DATE



RAYMOND J. ALBERT
Supervising Member

12/13/00

DATE



ANNE B. STRAIT, ESQ.
Assistant Attorney General

12/13/00

DATE

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J-9498

IN THE MATTER OF	§	BEFORE THE
THE LICENSE OF	§	TEXAS STATE BOARD
BENJAMIN PAUL FIEDLER, M.D.	§	OF MEDICAL EXAMINERS

AGREED ORDER

On this the 26 day of August, 2000, came on to be heard before the Texas State Board of Medical Examiners ("the Board" or "the Texas Board"), duly in session the matter of the license of Benjamin Paul Fiedler, M.D. ("Respondent"). On February 11, 2000, Respondent appeared in person, without counsel, at an Informal Settlement Conference/Show Compliance Proceeding in response to a letter of invitation from the staff of the Board. Susan E. Davis represented board staff.

The Board was represented at the Informal Settlement Conference/Show Compliance Proceeding by Nancy M. Seliger, a member of the Board, and Robert C. Henderson II, M.D., a District Review Committee member. Upon recommendation of the Board's representatives, and with the consent of Respondent, the Board makes the following findings of fact and conclusions of law and enters this Order as set forth herein:

FINDINGS OF FACT

1. Respondent, Benjamin Paul Fiedler, M.D., holds Texas medical license J-9498.
2. The Board has jurisdiction over the subject matter and Respondent. Respondent received all notice, which may be required by law and by the rules of the Board. All jurisdictional requirements have been satisfied under TEX. OCC. CODE ANN. Subtitle B (Vernon 2000),¹ (hereinafter the "Act"). By entering into this Agreed Order, Respondent waives any defect in the notice and any further right to notice or hearing under the Act; TEX. GOV'T CODE ANN. §§2001.051 through .054; and the Rules of the State Board of Medical Examiners (22 TEX. ADMIN. CODE Chapter 187).
3. Respondent is certified by the American Board of Medical Specialties in family practice.

¹. The Medical Practice Act was formerly found at TEX. REV. CIV. STAT. ANN. art. 4495b (Vernon Supp. 1999). It is now codified in the Texas Occupations Code Subtitle B Chapters 151-165, effective September 1, 1999.

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4. Respondent is thirty-three (33) years of age.
5. Respondent has been licensed to practice by the Board for approximately four (4) years.
6. Conroe Regional Medical Center suspended Respondent's obstetrics privileges on April 20, 1999, as a result of an investigation related to a single obstetric patient case. The Conroe Regional Medical Center, Department of Obstetrics/Gynecology made the following findings:
 - a. The patient had a prior history of dystocia.
 - b. Respondent should have used an intrauterine monitor.
 - c. Severe variables on the fetal monitoring strip were not recognized.
 - d. Respondent admitted that late decelerations were present prior to delivery in this case and the fetus was in distress, but Respondent failed to recognize this.
 - e. The cord was wrapped around the infant's shoulders and when the infant moved down, it compressed the cord. The infant had asphyxiated, but was later revived.
7. A high-risk obstetrician who arrived post-delivery was consulted only after Respondent attempted and failed to deliver the fetus with forceps and vacuum extractions.
8. Respondent admitted a high-risk obstetrician should have assisted in the early stage of the delivery process.
9. Respondent should have recognized that a cesarean section was necessary after assessing the conditions of the second stage of labor based on the patient's history of having a prior cesarean section for failure to progress, abnormal fetal heart tones, and failed attempts at delivery.

CONCLUSIONS OF LAW

Based on the above Findings of Fact, the Board concludes the following:

1. Respondent is subject to disciplinary action pursuant to Section 164.051(a)(6) of the Act by failing to practice medicine in an acceptable manner consistent with public health and welfare.
2. Respondent is subject to disciplinary action pursuant to Section 164.051(a)(7) of the Act by being removed, suspended, or subject to disciplinary action taken by a licensed hospital

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or medical staff of a hospital, including removal, suspension, limitation of hospital privileges, or other disciplinary action. Causes for removal, suspension or disciplinary actions include unprofessional conduct or professional incompetence that was likely to harm the public, and the actions were appropriate and reasonably supported by evidence submitted to the Board.

3. Section 164.002(a) of the Act authorizes the Board to resolve and make a disposition of this matter through an Agreed Order.

4. Section 164.002(d) of the Act provides that this Agreed Order is a settlement agreement under the Texas Rules of Evidence for purposes of civil litigation.

5. Section 164.001 of the Act authorizes the Board to restrict the medical license and medical practice of Respondent.

ORDER

Based on the above Findings of Fact and Conclusions of Law, the Board ORDERS that Respondent's Texas license is hereby RESTRICTED under the following terms and conditions for three (3) years from the date of the signing of this Agreed Order by the presiding officer of the Board:

1. Respondent shall obtain at least fifty (50) hours per year of Continuing Medical Education (CME) approved for Category I credits by the American Medical Association. The required hours shall be at least thirty (30) hours in ambulatory and high-risk delivery. Upon request Respondent shall submit to the Board proof of the prior year's CME attendance by the Order's anniversary date. Upon request Respondent shall submit proof to the Board of CME hours attended in the current year even though such may not meet the 50-hour requirement. A copy of the attendance certificate issued or a detailed report, which can be readily verified by the Board, shall satisfy this requirement.

2. Respondent shall personally appear before a panel of Board representatives, at least one time each year that Respondent is under the terms and conditions of this Order. Such appearances shall be for the purpose of reporting on and addressing issues related to Respondent's compliance with the terms and conditions of this Order.

3. Respondent may only provide obstetric services under the direct supervision of a board-certified obstetrician/gynecologist.

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4. Respondent shall only perform surgical deliveries and cesarean sections in attendance and under the direction of a board certified obstetrician/gynecologist.

5. Respondent shall keep records of all obstetric cases. These records shall be either sent to the Board prior to his probationary appearance or presented to the Board at the probationary appearance.

6. To verify that Respondent has complied with and is in compliance with the terms and conditions of this Order, Respondent shall fully cooperate with the Board and the Board staff, including but not limited to, Board attorneys, investigators, compliance officers, consultants, and other such employees or agents of the Board in any way involved in investigation, review, or monitoring associated with Respondent's compliance with this Order. Failure to cooperate as required by this paragraph and the terms of this Order shall constitute a basis for disciplinary action against Respondent pursuant to the Act.

7. Respondent shall give a copy of this Order to all hospitals, nursing homes, treatment facilities, and other health care entities where Respondent has privileges, has applied for privileges, applies for privileges, or otherwise practices.

8. Respondent shall ensure that any inquiries which are made by any person or entity through any means to Respondent or Respondent's employees regarding Respondent's Texas licensure status are answered by accurate reference to this Order.

9. Upon request by any person or entity, either orally or in writing, Respondent shall provide a complete and legible copy of this Order to the requesting party within ten (10) calendar days of the request.

10. The time period of this Order shall be extended for any period of time in which Respondent subsequently resides or practices outside the State of Texas, is in official retired status with the Board, or for any period during which Respondent's license is subsequently cancelled for nonpayment of licensure fees. If Respondent leaves Texas to live or practice elsewhere, Respondent shall immediately notify the Board in writing of the dates of Respondent's departure from and subsequent return to Texas. Upon Respondent's return to practice in Texas or Respondent's relicensure, Respondent shall be required to comply with the terms of this Order for the period of time remaining on the Order when Respondent left the practice of medicine in Texas, retired, or had his or her license cancelled for nonpayment of

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licensure fees and shall pay all fees for reinstatement or renewal of a license covering the period of extension or tolling.

11. Respondent shall comply with all the provisions of the Act, and other statutes regulating the Respondent's practice, as is required by law.

12. Respondent shall inform the Board in writing of any change of Respondent's office or mailing address within ten (10) days of the address change. This information shall be submitted to the Verification Department and the Director of Compliance for the Board. Failure to provide such information in a timely manner shall constitute a basis for disciplinary action by the Board against Respondent pursuant to the Act.

13. Any violation of the terms, conditions, or requirements of this Order by Respondent shall constitute unprofessional conduct likely to deceive or defraud the public, and to injure the public, and shall constitute a basis for disciplinary action by the Board against Respondent pursuant to the Act.

14. The above-referenced conditions shall continue in full force and effect without opportunity for amendment, except for clear error in drafting, for 12 months following entry of this Order. If, after the passage of the 12-month period, Respondent wishes to seek amendment or termination of these conditions, Respondent may petition the Board in writing. The Board may inquire into the request and may, in its sole discretion, grant or deny the petition without further appeal or review. Petitions for modifying or terminating may be filed only once a year thereafter.

RESPONDENT WAIVES ANY FURTHER HEARINGS OR APPEALS TO THE BOARD OR TO ANY COURT IN REGARD TO ALL TERMS AND CONDITIONS OF THIS AGREED ORDER. RESPONDENT AGREES THAT THIS IS A FINAL ORDER.

THIS ORDER IS A PUBLIC RECORD.

I, BENJAMIN PAUL FIEDLER, M.D., HAVE READ AND UNDERSTAND THE FOREGOING AGREED ORDER. I UNDERSTAND THAT BY SIGNING, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY. I UNDERSTAND THIS AGREED ORDER

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CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.

DATED: JUNE 14, 2000.

[Signature]
BENJAMIN PAUL FIEDLER, M.D.
RESPONDENT

STATE OF OHIO §
COUNTY OF FRANKLIN §
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Benjamin Paul Fiedler, M.D., known to me to be the person whose name is subscribed to this instrument, an Agreed Order, and who after being by me duly sworn, on oath, stated that he executed the same for all purposes expressed therein.

Given under my hand and official seal and office this 14TH day of JUNE, 2000.



STEVEN D. WILLIAMS
Notary Public, State of Ohio
My Commission Expires 12-08-03
[Signature]
Signature of Notary Public

SIGNED AND ENTERED by the presiding officer of the Texas State Board of Medical Examiners on this 26 day of August, 2000.

[Signature]
William H. Fleming III, M.D.
President, Texas State Board of
Medical Examiners