

**CONSENT AGREEMENT
BETWEEN
CHRISTOPHER LEWIS GONZALEZ, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

STATE MEDICAL BOARD
OF OHIO
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This Consent Agreement is entered into by and between Christopher Lewis Gonzalez, M.D., [Dr. Gonzalez], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Gonzalez 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 Board is empowered by Section 4731.22(B)(19), 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 “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(19), Ohio Revised Code, as set forth in Paragraphs E and F, 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 Consent Agreement.
- C. Dr. Gonzalez has applied for a license to practice medicine and surgery in the State of Ohio, and such application remains pending at this time.
- D. Dr. Gonzalez states that he is licensed to practice medicine and surgery in the State of California.
- E. Dr. Gonzalez admits, and the Board acknowledges, that in or about August 2005 when submitting his application for a license to practice medicine and surgery in Ohio, Dr. Gonzalez voluntarily disclosed that had been diagnosed with a medical condition that may impair or limit his ability to practice medicine with reasonable

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skill and safety. Specifically, Dr. Gonzalez further admits, and the Board acknowledges receipt of information to support, that after practicing as a pathologist for several years, Dr. Gonzalez developed bilateral irregular astigmatism secondary to LASIK surgery to correct myopia; that he was subsequently unable to continue to practice as a pathologist due to the extreme visual demands; that he voluntarily resigned from his pathology practice group and the Community Hospital of the Monterey Peninsula in California as a result; and that after a four-year hiatus from the practice of medicine, he sought additional training through the Citywide Transfusion Medicine Fellowship associated with the Cleveland Clinic, Case Western Reserve University, University Hospitals of Cleveland, and the American Red Cross Blood Services, in order to retrain in the area of transfusion medicine and blood banking.

Dr. Gonzalez states, and the Board acknowledges, that on or about November 14, 2005, his treating physician, Edward Manche, M.D., submitted a written report to the Board opining that Dr. Gonzalez's best corrected visual acuity using spectacle correction is 20/50- in his right eye and 20/30- in his left eye, and that Dr. Gonzalez's ability to practice medicine should not be impaired except in areas where visual demands are extreme.

- F. Dr. Gonzalez states that he was accepted into the Citywide Transfusion Medicine Fellowship, with the Cleveland Clinic, Case Western Reserve University and University Hospitals of Cleveland, and the American Red Cross Blood Services, Northern Ohio Region, and that he participated in such fellowship program from in or around September 2005 through in or around July 2006.

AGREED CONDITIONS

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

Practice Plan / Employment Restriction

1. Dr. Gonzalez shall not engage in the practice of medicine in the State of Ohio until he has obtained the prior approval of the Board for any such medical practice or for any employment related to the health care fields. Further, Dr. Gonzalez shall not engage in such practice of medicine unless and until such time that the Board has approved a practice plan, and thereafter, his practice of medicine shall be only in accordance with such practice plan. The Board shall consider, among other factors, the visual acuity required related to such practice or employment, which will ensure the protection of the public, prior to approval or disapproval of the proposed employment. Further, Dr.

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Gonzalez shall submit a revised practice plan to the Board to obtain the prior approval of the Board should he desire modification to any previously approved practice plan(s).

Required Reporting by Licensee

2. Within thirty days of the effective date of this Consent Agreement, Dr. Gonzalez shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Gonzalez shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. This requirement shall continue for two years following the effective date of this Consent Agreement.
3. Within thirty days of the effective date of this Consent Agreement, Dr. Gonzalez 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 any professional license. Dr. Gonzalez 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 any professional license or for reinstatement of any professional license. Further, Dr. Gonzalez shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt. This requirement shall continue for two years following the effective date of this Consent Agreement.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Gonzalez 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. Gonzalez has violated any term, condition or limitation of this Consent Agreement, Dr. Gonzalez 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.

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DURATION/MODIFICATION OF TERMS

Dr. Gonzalez shall not request termination of this Consent Agreement for a minimum of two years; thereafter, Dr. Gonzalez shall not request termination of this Consent Agreement unless such request is accompanied by written documentation from a physician approved in advance by the Board indicating that such physician has assessed Dr. Gonzalez and determined that his visual acuity has sufficiently improved so that it in no way potentially impairs or limits his ability to practice medicine and surgery according to acceptable and prevailing standards of care with reasonable skill and safety. Any such assessment and written documentation will be at Dr. Gonzalez's expense. 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

Dr. Gonzalez 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.

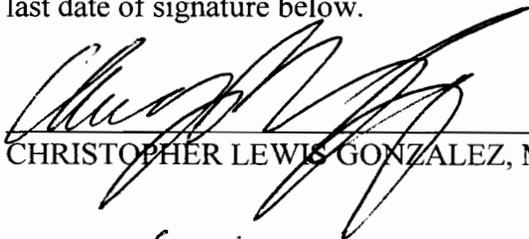
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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

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.


CHRISTOPHER LEWIS GONZALEZ, M.D.

8/2/06
DATE


LANCE A. TALMAGE, M.D.
Secretary

9-13-06
DATE


STATE MEDICAL BOARD
OF OHIO
RAYMOND J. ALBERT
Supervising Member

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9/13/06

DATE



LYNN A. ZONDRAK
Enforcement Attorney

8/7/06

DATE