

**CONSENT AGREEMENT
BETWEEN
DANIEL JARRELL, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

DANIEL JARRELL, D.O., 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.

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)(13), 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) plea of guilty to, or a judicial finding of guilt of, a misdemeanor involving moral turpitude," as that clause is used in Section 4731.22(B)(13), Ohio Revised Code.
- 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)(13), Ohio Revised Code, as set forth in Paragraphs D, 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 Agreement.
- C. DANIEL JARRELL, D.O., is applying for licensure to practice osteopathic medicine and surgery in the State of Ohio.

- D. DANIEL JARRELL, D.O., ADMITS that on September 18, 1995, in the Massillon Municipal Court, Massillon, Ohio, he was convicted of domestic violence in violation of Section 2919.25, Ohio Revised Code.

DOCTOR JARRELL further ADMITS that on July 11, 1996, in the Massillon Municipal Court, Massillon, Ohio, he was convicted of domestic violence in violation of Section 2919.25, Ohio Revised Code.

- E. DOCTOR JARRELL further ADMITS that he began participating in counseling after his first domestic violence conviction, but ceased attending after three sessions due to financial constraints.

DOCTOR JARRELL STATES that he re-initiated participation in counseling after his second domestic violence conviction.

- F. DOCTOR JARRELL STATES that, pursuant to a request from the State Medical Board of Ohio, he obtained a psychiatric evaluation from Martin Macklin, M.D., Ph.D., a Board certified psychiatrist in Chardon, Ohio.

DOCTOR JARRELL further STATES and the State Medical Board of Ohio ACKNOWLEDGES that the conclusions of the evaluation revealed a normal mental status examination without any findings.

DOCTOR JARRELL further STATES and the State Medical Board of Ohio ACKNOWLEDGES that Dr. Macklin found that the acts underlying Dr. Jarrell's convictions did not effect his work situation or medical practice. Further, Dr. Macklin found no indication that Dr. Jarrell's previous behavior would impair his ability to practice medicine according to acceptable and prevailing standards of care.

DOCTOR JARRELL ADMITS that the recommendation of Dr. Macklin was continued participation in counseling to decrease the likelihood of any further occurrences of behavior that could potentially affect his ability to practice medicine in the future.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, DANIEL JARRELL, D.O., shall be granted a certificate to practice osteopathic 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 PROBATIONARY terms, conditions and limitations:

1. DOCTOR JARRELL shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;

2. DOCTOR JARRELL 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;
3. DOCTOR JARRELL shall appear in person for quarterly 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 quarterly 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 May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR JARRELL written notification of scheduled appearances, it is DOCTOR JARRELL'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 JARRELL shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR JARRELL should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR JARRELL 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;
5. In the event DOCTOR JARRELL is found by the Secretary of the BOARD to have failed to comply with any provision of this CONSENT AGREEMENT, and is so notified of that deficiency in writing, such

period(s) of noncompliance will not apply to the reduction of the probationary period under the CONSENT AGREEMENT;

6. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR JARRELL shall submit to the BOARD for its prior approval the name and qualifications of a psychiatrist or a psychologist of his choice. Upon approval by the BOARD, DOCTOR JARRELL shall undergo and continue psychiatric treatment bi-weekly, or as otherwise directed by the BOARD. DOCTOR JARRELL shall ensure that psychiatric reports are forwarded by his treating psychiatrist or psychologist to the BOARD on a quarterly basis, or as otherwise directed by the BOARD. It is DOCTOR JARRELL's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for DOCTOR JARRELL's quarterly declaration;
7. DOCTOR JARRELL shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider to the BOARD, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations;
8. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR JARRELL 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 JARRELL 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,
9. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR JARRELL 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 JARRELL 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 JARRELL shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

10. DOCTOR JARRELL 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 JARRELL 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.

This CONSENT AGREEMENT shall remain in force for a minimum of two (2) years prior to any request for termination of said CONSENT AGREEMENT. Otherwise, the above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

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

DOCTOR JARRELL 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 JARRELL 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.

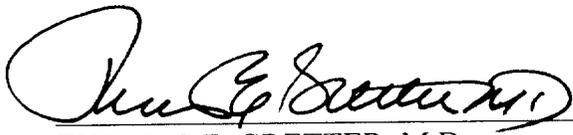
This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the

Secretary and Supervising Member and that it shall become effective upon the last date of signature below.

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



DANIEL JARRELL, D.O.



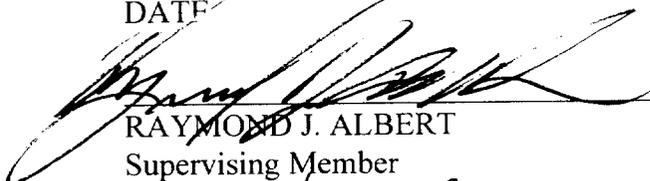
THOMAS E. GRETTER, M.D.
Secretary

4/29/97

DATE

5/14/97

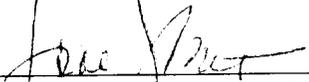
DATE



RAYMOND J. ALBERT
Supervising Member

5/14/97

DATE



ANNE C. BERRY STRAIT, ESQ.
Assistant Attorney General

5/14/97

DATE