

**CONSENT AGREEMENT  
BETWEEN  
PETER B. WAKEFIELD, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

PETER B. WAKEFIELD, M.D., enters into this 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)(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. PETER B. WAKEFIELD, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. PETER B. WAKEFIELD, M.D., ADMITS that on or about December 6, 1991, he agreed to a "voluntary reduction of clinical privileges as an outcome of peer review activity" at Mercy Hospital, Cincinnati, Ohio.

PETER B. WAKEFIELD, M.D., further ADMITS that on or about December 18, 1991, his clinical privileges at Bethesda Hospital, Cincinnati, Ohio, were revoked due to "lack of clinical competence."

PETER B. WAKEFIELD, M.D., further ADMITS that on or about March 26, 1992, his clinical privileges at The Christ Hospital, Cincinnati, Ohio, were terminated due to his failure to comply with a February 1990 corrective action plan in which he agreed to be proctored for twelve months and to pursue reducing the number of urological procedures performed by him. At the conclusion of the twelve months, he was to be re-evaluated. The 1990 action was based on a routine quality review which identified deficiencies, including inappropriate diagnostic procedures, treatment modalities and surgical skills.

DOCTOR WAKEFIELD further ADMITS that since on or about March 26, 1992, he has not performed any surgery.

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

1. The certificate of DOCTOR WAKEFIELD, M.D., to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for a period of one year. Such suspension is stayed, subject to the following terms, conditions or limitations:
2. The certificate of DOCTOR WAKEFIELD to practice medicine and surgery in the State of Ohio shall be **PERMANENTLY LIMITED** and **RESTRICTED** as follows:
  - a. DOCTOR WAKEFIELD shall not perform surgery, nor assist in any surgical procedure;
  - b. DOCTOR WAKEFIELD shall obey all federal, state, and local laws, and all rules governing the practice of medicine and surgery in Ohio;
  - c. Within thirty (30) days of the effective date of this Agreement, DOCTOR WAKEFIELD 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 WAKEFIELD 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,
  - d. Within thirty (30) days of the effective date of this **CONSENT AGREEMENT**, DOCTOR WAKEFIELD 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 WAKEFIELD 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 WAKEFIELD shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

- e. DOCTOR WAKEFIELD shall obtain the approval of the BOARD for any medical practice or employment related to the health care fields. The BOARD shall consider, among other factors, the nature and scope of the job, the adequacy and continuity of supervision, which will ensure the protection of the public, prior to approval or disapproval of the proposed employment.
3. Further, the certificate of DOCTOR WAKEFIELD to practice medicine and surgery in the State of Ohio shall be subject to the following PROBATIONARY terms, conditions, and limitations for a period of three years:
    - a. Within 30 days of the effective date of this CONSENT AGREEMENT, DOCTOR WAKEFIELD shall submit for the BOARD's prior approval the name of a monitoring physician who shall review DOCTOR WAKEFIELD's patient charts and shall submit a written report of such review to the BOARD on a quarterly basis. Such chart review may be done on a random basis, with the frequency and number of the charts reviewed to be determined by the BOARD. It shall be DOCTOR WAKEFIELD's responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis.

Further, the monitoring physician shall otherwise monitor DOCTOR WAKEFIELD and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR WAKEFIELD shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR WAKEFIELD must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR WAKEFIELD shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor. DOCTOR WAKEFIELD shall refrain from all clinical practice unless and until a new monitoring physician is approved by the BOARD.

All monitoring physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR WAKEFIELD's quarterly declaration. It is DOCTOR WAKEFIELD's responsibility to ensure that reports are timely submitted.

- b. DOCTOR WAKEFIELD 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.
- c. In the event that DOCTOR WAKEFIELD should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR WAKEFIELD 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.

This Agreement shall remain in force for a minimum of three (3) years prior to any request for termination of said 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 WAKEFIELD 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.

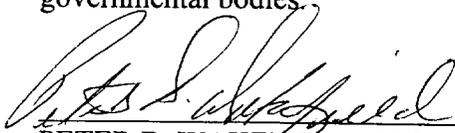
DOCTOR WAKEFIELD acknowledges that he has had an opportunity to ask questions concerning the terms of this Agreement and that all questions asked have been answered in a satisfactory manner.

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 WAKEFIELD 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 shall become effective upon the last date of signature below.

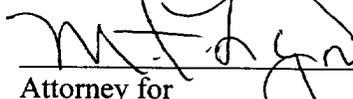
Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

  
PETER B. WAKEFIELD, M.D.

  
ANAND G. GARG, M.D.  
Secretary

AUG 14, 1998  
DATE

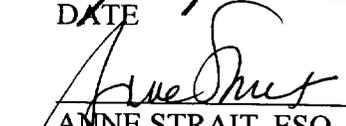
09/09/98  
DATE

  
Attorney for  
PETER B. WAKEFIELD, M.D.

  
RAYMOND J. ALBERT  
Supervising Member

Aug. 14, 1998  
DATE

9/9/98  
DATE

  
ANNE STRAIT, ESQ.  
Assistant Attorney General

9/9/98  
DATE