

**CONSENT AGREEMENT
BETWEEN
MARK C. HATFIELD, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

MARK C. HATFIELD, 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.

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), 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.
- 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)(5), (B)(8), (B)(10), to wit: 2913.47, Insurance fraud, as in effect prior to July 1, 1996, and (B)(18), to wit: Principle II of the American Medical Association's Principles of Medical Ethics and Section 4731.08, Ohio Revised Code, as described 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. MARK C. HATFIELD, M.D., is applying for licensure to practice medicine and surgery in the State of Ohio.
- D. MARK C. HATFIELD, M.D., STATES that from approximately July 20, 1992, to approximately October 23, 1995, he had clinical privileges as an anesthesiologist at an approximately 600 bed hospital outside of Ohio.

MARK C. HATFIELD, M.D., ADMITS that during the above employment, he entered longer times for anesthesia than he actually provided into the patient records of approximately 950 patients. DOCTOR HATFIELD

further ADMITS that he then used this false information to fraudulently bill for longer anesthesia times than were actually provided.

Further, MARK C. HATFIELD, M.D., STATES that he has provided restitution in an amount in excess of \$100,000 and paid a civil fine of \$15,000 for these fraudulent billings committed over the above period of approximately three years.

Further, MARK C. HATFIELD, M.D., ADMITS that he was informed by the above hospital that this unprofessional conduct was not consistent with the ethical practices required for membership on their medical staff and, upon being so informed, he agreed to resign from that medical staff.

- E. DOCTOR HATFIELD STATES that he has not regularly practiced medicine and surgery since his above hospital medical staff resignation on or about October 23, 1995, and that he has relocated to Ohio, where he intends to practice. DOCTOR HATFIELD STATES that he provided medical services as an anesthesiologist on a locum tenens basis at South Carolina hospitals in December 1995 and in July and August 1996.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, MARK C. HATFIELD, 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 PROBATIONARY terms, conditions and limitations:

1. DOCTOR HATFIELD shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR HATFIELD shall not, in any manner, be responsible for any billing. DOCTOR HATFIELD shall not, in any manner, make, enter, or sign records of anesthesia times without a physician co-signor for each entry. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HATFIELD shall submit for the BOARD's prior approval the name of a monitoring physician who shall monitor DOCTOR HATFIELD's anesthesia entries and ensure co-signing by a physician on all such records, and shall provide the BOARD with quarterly reports of DOCTOR HATFIELD's compliance with this provision. DOCTOR HATFIELD 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 HATFIELD must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR HATFIELD shall further ensure that the

previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

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

5. In the event that DOCTOR HATFIELD should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR HATFIELD 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;
6. In the event DOCTOR HATFIELD 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;

7. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HATFIELD 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 HATFIELD 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 HATFIELD 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 HATFIELD 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 HATFIELD shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

This CONSENT AGREEMENT shall remain in force for a minimum of five (5) 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 HATFIELD 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.

DOCTOR HATFIELD 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 HATFIELD 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.

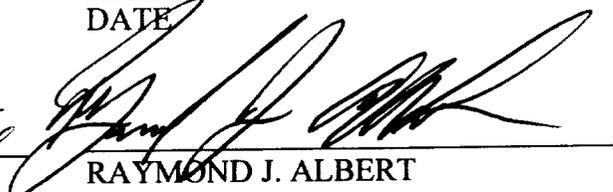
Mark C. Hatfield M.D.
MARK C. HATFIELD, M.D.


THOMAS E. GREYTER, M.D.
Secretary

11/26/96
DATE

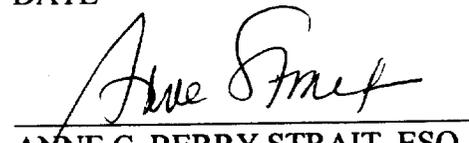
12/4/96
DATE

William M. Todd
WILLIAM M. TODD, ESQ.
Attorney for Dr. Hatfield


RAYMOND J. ALBERT
Supervising Member

11/26/96
DATE

12/4/96
DATE


ANNE C. BERRY STRAIT, ESQ.
Assistant Attorney General

12/4/96
DATE