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

This Consent Agreement is entered into by and between Harold C. Mason, M.D., [Dr. Mason], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Mason 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), 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 violation of Section 4731.22(B)(19), Ohio Revised Code, 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 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 Consent Agreement.
- C. Dr. Mason currently holds a training certificate to practice medicine and surgery in the State of Ohio, certificate number 57.012661. Dr. Mason states that he has applied for a full license to practice allopathic medicine and surgery in Ohio and that his application remains pending.
- D. Dr. Mason states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Mason admits that, on the Ohio Addendum to his Application to practice medicine and surgery, he disclosed that he had been diagnosed with Bipolar Disorder

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and had been hospitalized within the last ten years for treatment of this disorder. Dr. Mason further admits that his psychiatric treatment history began during or about October 2001, and includes hospitalizations for agitated, paranoid, combative and/or anxious behavior during or about January 2002 and March 2006. Dr. Mason states that he has been under the ongoing care of his current treating psychiatrist since during or about October 2006, and is currently prescribed Depakote as medication therapy.

Dr. Mason admits that, on or about March 19, 2009, pursuant to Board order, he was examined by a Board-appointed psychiatrist, who confirmed the diagnosis of Bipolar Disorder. Dr. Mason further admits that the evaluating psychiatrist opined with reasonable medical certainty that Dr. Mason is able to practice according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place, including that Dr. Mason see a psychiatrist at least once every three months, and that he comply with medication therapy as prescribed.

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. Mason shall be GRANTED a certificate to practice medicine and surgery in the State of Ohio, provided he otherwise meets all statutory and regulatory requirements, and upon receipt of all necessary and appropriate documentation.

Further, Dr. Mason knowingly and voluntarily agrees with the Board that said certificate to practice medicine and surgery shall be subject to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Mason shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Mason 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 this Consent Agreement becomes effective, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Mason shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every six months thereafter, and/or as otherwise requested 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.

4. Dr. Mason shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Mason resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Mason may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Mason is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.
5. In the event Dr. Mason 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 this Consent Agreement.

Mental Health Treatment

6. Within thirty days of the effective date of this Consent Agreement, Dr. Mason shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the Board, Dr. Mason shall undergo and continue psychiatric treatment at least every three months or as otherwise directed by the Board. Dr. Mason shall comply with the psychiatric treatment plan recommended by his treating psychiatrist, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Mason shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Mason's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Mason's compliance with his treatment plan; Dr. Mason's mental status; Dr. Mason's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Mason shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Mason is unable to practice due to his psychiatric disorder. It is Dr. Mason's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Mason's quarterly declaration.

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In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Mason must immediately so notify the Board in writing. In addition, Dr. Mason shall make arrangements acceptable to the Board for another treating psychiatrist within thirty days after the previously designated treating psychiatrist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Mason shall ensure that the previously designated treating psychiatrist also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

The Board expressly reserves the right to disapprove any psychiatrist proposed to serve as Dr. Mason's designated treating psychiatrist, or to withdraw approval of any such psychiatrist previously approved to serve as Dr. Mason's designated treating psychiatrist, in the event that the Secretary and Supervising Member of the Board determine that any such psychiatrist has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

The Board retains the right to require, and Dr. Mason agrees to submit, blood, urine, breath, saliva and/or hair specimens for analysis of therapeutic levels of medications that may be prescribed for Dr. Mason, or for any other purpose, at Dr. Mason's expense upon the Board's request and without prior notice. Dr. Mason's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Monitoring Physician

7. Within thirty days of the effective date of this Consent Agreement, Dr. Mason shall submit to the Board in writing the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Mason and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Mason and his medical practice, and shall review Dr. Mason's patient charts. The chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the Board.

Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Mason and his medical practice, and on the review of Dr. Mason's patient charts. Dr. Mason shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Mason's quarterly declaration.

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Releases

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Mason must immediately so notify the Board in writing. In addition, Dr. Mason shall make arrangements acceptable to the Board for another monitoring physician within thirty days after the previously designated monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Mason shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

The Board expressly reserves the right to disapprove any person proposed to serve as Dr. Mason's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Mason's designated monitoring physician, in the event that the Secretary and Supervising Member of the Board determine that any such monitoring physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

8. Dr. Mason shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Mason's mental illness or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Mason further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

Required Reporting by Licensee

9. Within thirty days of the effective date of this Consent Agreement, Dr. Mason shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Mason shall promptly 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. In the event that Dr. Mason provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency

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medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Mason shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Mason shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

10. Within thirty days of the effective date of this Consent Agreement, Dr. Mason shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Mason further agrees to provide a copy of this Consent Agreement 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. Mason shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
11. Dr. Mason shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Mason treatment or monitoring for his mental illness. Further, Dr. Mason shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent

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Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

12. Dr. Mason shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

FAILURE TO COMPLY

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

Dr. Mason shall not request termination of this Consent Agreement for a minimum of two years. In addition, Dr. Mason shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one 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.

In the event that the Board initiates future formal proceedings against Dr. Mason, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Mason 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.

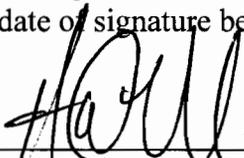
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Mason 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. Mason 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.



HAROLD C. MASON, M.D.



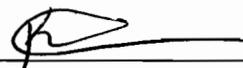
LANCE A. TALMAGE, M.D.
Secretary

07/01/09

DATE

7-8-09

DATE



KENDALL D. ISAAC
Attorney for Dr. Mason



RAYMOND J. ALBERT
Supervising Member

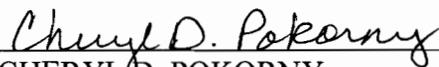
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CHERYL D. POKORNY
Enforcement Attorney

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