

**STATE OF OHIO
THE STATE MEDICAL BOARD
SURRENDER OF CERTIFICATE
TO PRACTICE OSTEOPATHIC MEDICINE AND SURGERY**

I, Donald Eugene Shoup, D.O., am aware of my rights to representation by counsel, the right of being formally charged and having a formal adjudicative hearing, and do hereby freely execute this document and choose to take the actions described herein.

I, Donald Eugene Shoup, D.O., do hereby voluntarily, knowingly, and intelligently surrender my certificate to practice osteopathic medicine and surgery, No. 34-001352, to the State Medical Board of Ohio [Board], thereby relinquishing all rights to practice osteopathic medicine and surgery in Ohio.

I understand that as a result of the surrender herein I am no longer permitted to practice osteopathic medicine and surgery in any form or manner in the State of Ohio.

I agree that I shall be ineligible for, and shall not apply for, reinstatement of certificate to practice osteopathic medicine and surgery No. 34-001352 or issuance of any other certificate pursuant to Chapters 4730., 4731., 4760. or 4762., Ohio Revised Code, on or after the date of signing this Surrender of Certificate to Practice Osteopathic Medicine and Surgery. Any such attempted reapplication shall be considered null and void and shall not be processed by the Board.

I, Donald Eugene Shoup, D.O., hereby release the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This document 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. I, Donald Eugene Shoup, D.O., acknowledge that my social security number will be used if this information is so reported and agree to provide my social security number to the Board for such purposes.

It is expressly understood that this Surrender of Certificate 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.

I stipulate and agree that I am taking the action described herein in lieu of formal disciplinary proceedings pursuant to Section 4731.22(B)(22), Ohio Revised Code, to wit: the Settlement Agreement Between the Missouri State Board of Registration for the

OHIO STATE MEDICAL BOARD

OCT 20 2006

Surrender of Certificate
Donald Eugene Shoup, D.O.
Page 2

Healing Arts and Donald E. Shoup, D.O., effective June 22, 2006, a copy of which is attached hereto and incorporated herein.

Signed this 18 day of October, 2006.

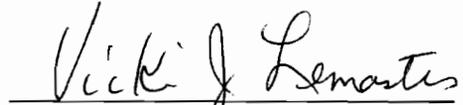

DONALD EUGENE SHOUP, D.O.

WITNESS

WITNESS

Sworn to and subscribed before me this 18 day of October, 2006.

SEAL
VICKI J. LEMASTERS
Notary Public - Notary Seal
STATE OF MISSOURI
Montgomery County
My Commission Expires Aug. 3, 2007


NOTARY PUBLIC Vicki J Lemasters

(This form must be either witnessed OR notarized)


LANCE A. TALMAGE, M.D.
SECRETARY


RAYMOND J. ALBERT
SUPERVISING MEMBER

11-09-06
DATE

11/9/06
DATE

OHIO STATE MEDICAL BOARD
OCT 20 2006

10-18-06
I placed my Ohio License on Inactive Status 8-28-05.




Matt Blunt, Governor
State of Missouri

David T. Broeker, Director
Division of Professional Registration

Gregory A. Steinhoff, Director
Department of Economic Development

STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
3605 Missouri Boulevard
P.O. Box 4
Jefferson City, MO 65102-0004
573-751-0098
866-289-5753 TOLL FREE
573-751-3166 FAX
800-735-2966 TTY
website: www.pr.mo.gov/healingarts.asp

Tina Steinman
Executive Director

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CERTIFICATION

C.C. Reynolds, M.D., Chief Medical Officer, Missouri State Board of Registration for the Healing Arts, Department of Economic Development, and deputy records custodian of same, do hereby certify that the enclosed copies are true and correct copies of the below listed original documents on file with the Missouri State Board of Registration for the Healing Arts, Department of Economic Development in the case of Donald E. Shoup, D.O., DOB: 10/14/1935.

Settlement Agreement effective 06/22/2006 sent to Mark Blackmer, Compliance Section Enforcement Attorney, State Medical Board of Ohio, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6127.

MISSOURI STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS

BOARD SEAL

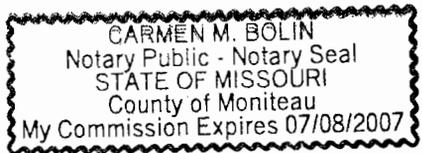
BY:

C.C. Reynolds, M.D.
Chief Medical Officer

Subscribed and sworn to before me this 3rd day of August, 2006.

Notary

My Commission expires:



Notary Seal

In the event this information is to be released to a third party, please advise the Board of Healing Arts office

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND DONALD E. SHOUP, D.O.**

Come now Donald E. Shoup, D.O., (hereinafter the "Licensee") and the State Board of Registration for the Healing Arts (hereinafter the "Board") and enter into this Agreement for the purpose of resolving the question of whether Dr. Shoup's license as a physician and surgeon will be subject to discipline. The Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

1. The Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against the Licensee; the right to appear and be represented by legal counsel; the right to have all charges against the Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against the Licensee; the right to present evidence on the Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against the Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided to the Licensee by operation of law, the Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to the Licensee.

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2. The Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of the Licensee's license.

3. The Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and the Licensee in Part III herein is based only on the agreement set out in Parts I and II herein. The Licensee understands that the Board may take further disciplinary action against the Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. The Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I. JOINT STIPULATION OF FACTS

Based upon the foregoing, Board and the Licensee herein jointly stipulate to the following:

6. The State Board of Registration for the Healing Arts ("Board") is an agency of the State of Missouri created and established pursuant to § 334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

7. The Licensee is licensed by the Board as a physician and surgeon, License Number 28817. This license was first issued on July 7, 1962. The Licensee's license is current, and was current and active at all times relevant herein.

8. On or about July 12, 2005, the Licensee entered into a Settlement Agreement (hereinafter the "BNDD Agreement") with the Missouri Department of Health and Senior Services, Bureau of Narcotics and Dangerous Drugs (hereinafter "BNDD").

9. In the BNDD Agreement, the Licensee stipulated that he stocked Demerol, alprazolam, APAP/codeine, lorazepam, Phenobarbital, clonazepam, Darvocet N-100, meprobamate, triazolam, Histussin HC, Lomotil, Midrin, Phenergan/codeine, Pro-Red, Provigil, temazepam, Tranxene, chlordiazepoxide, Depo Testosterone, and Prop-N/APAP without maintaining an annual inventory for these controlled substances, thus violating §195.060.6, RSMo 2000 and 19 CSR 30-1.042(3).

10. In the BNDD Agreement, the Licensee stipulated that Demerol is a brand name for a drug product containing meperidine, which is codified as a Schedule II controlled substance pursuant to §195.017.4(2)(q), RSMo. Supp. 2003.

11. In the BNDD Agreement, the Licensee stipulated that alprazolam is codified as a Schedule IV controlled substance pursuant to §195.017.8(2)(a), RSMo. Supp. 2003.

12. In the BNDD Agreement, the Licensee stipulated that APAP/Codeine and Phenergan/codeine are combination drug products containing codeine, which is codified as a Schedule III controlled substance pursuant to §195.017.6(4)(b), RSMo. Supp. 2003.

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13. In the BNDD Agreement, the Licensee stipulated that lorazepam is codified as a Schedule IV controlled substance pursuant to §195.017.8(2)(z), RSMo. Supp. 2003.

14. In the BNDD Agreement, the Licensee stipulated that Phenobarbital is codified as a Schedule IV controlled substance pursuant to §195.017.8(2)(oo), RSMo. Supp. 2003.

15. In the BNDD Agreement, the Licensee stipulated that clonazepam is codified as a Schedule IV controlled substance pursuant to §195.017.8(2)(i), RSMo. Supp. 2003.

16. In the BNDD Agreement, the Licensee stipulated that Darvocet N-100 is a brand name for a combination drug product containing dextropropoxyphene, which is codified as a Schedule IV controlled substance pursuant to §195.017.8(1)(b), RSMo. Supp. 2003.

17. In the BNDD Agreement, the Licensee stipulated that meprobamate is codified as a Schedule IV controlled substance pursuant to §195.017.8(2)(dd), RSMo. Supp. 2003.

18. In the BNDD Agreement, the Licensee stipulated that triazolam is codified as a Schedule IV controlled substance pursuant to §195.017.8(2)(uu), RSMo. Supp. 2003.

19. In the BNDD Agreement, the Licensee stipulated that Histussin HC is a brand name for a combination drug product containing hydrocodone, which is codified as a Schedule III controlled substance pursuant to §195.017.6(4)(d), RSMo. Supp. 2003.

20. In the BNDD Agreement, the Licensee stipulated that Lomotil is a brand name for a combination drug product containing diphenoxylate, which is codified as a Schedule V controlled substance pursuant to §195.017.10(2)(a), RSMo. Supp. 2003.

21. In the BNDD Agreement, the Licensee stipulated that Midrin is a brand name for a combination drug product containing dichloralphenazone, which is codified as a Schedule IV controlled substance pursuant to 19 CSR 30-1002(1)(D)2.o.

22. In the BNDD Agreement, the Licensee stipulated that Pro-Red is a brand name for a combination drug product containing hydrocodone, which is codified as a Schedule III controlled substance pursuant to §195.017.6(4)(d), RSMo. Supp. 2003.

23. In the BNDD Agreement, the Licensee stipulated that Provigil is a brand name for a drug product containing modafinil, which is codified as a Schedule IV controlled substance pursuant to 19 CSR 30-1.002(1)(D)4.g

24. In the BNDD Agreement, the Licensee stipulated that temazepam is codified as a Schedule IV controlled substance pursuant to §195.017.8(2)(ss), RSMo. Supp. 2003.

25. In the BNDD Agreement, the Licensee stipulated that Tranxene is a brand name for a combination drug product containing clorazepate, which is codified as a Schedule IV controlled substance pursuant to §195.017.8(2)(j), RSMo. Supp. 2003.

26. In the BNDD Agreement, the Licensee stipulated that chlordiazepoxide is codified as a Schedule IV controlled substance pursuant to §195.017.8(2)(g), RSMo Supp. 2003.

27. In the BNDD Agreement, the Licensee stipulated that Depo Testosterone is a brand name for a drug product containing testosterone, which is codified as a Schedule III controlled substance in §195.017.6(5)(z), RSMo. Supp. 2003.

28. In the BNDD Agreement, the Licensee stipulated that Prop-N/APAP is a brand name for a combination drug product containing dextropropoxyphene, which is codified as a Schedule IV controlled substance pursuant to §195.017.8(1)(b), RSMo. Supp. 2003.

29. In the BNDD Agreement, the Licensee stipulated that his dispensing records did not always document the name or initials of the individual dispensing controlled substances, which is a violation of §195.050.6, RSMo 2000 and 19 CSR 30-1.048(1)(D).

30. In the BNDD Agreement, the Licensee stipulated that his administration records for Depo Testosterone did not document what strength was administered to his patients, which is a violation of §195.050.6, RSMo 2000 and 19 CSR 30-1.048(2).

31. In the BNDD Agreement, the Licensee stipulated that BNDD conducted an audit of selected controlled substances during a visit to his practice on February 9, 2005. This audit revealed that the annual inventory completed on February 9, 2005 was not a complete and accurate record. The following discrepancies were revealed by the final audit results:

<u>Drug, Strength, Form</u>	<u>Dosage Units</u>	<u>Discrepancy</u>
Demerol, 50mg, injectable	+7	+347%
alprazolam, 0.25mg, tablet	-334	-6.84%
alprazolam, 0.5mg, tablet	-3,607	-7.93%
alprazolam, 1mg, tablet	-356	-2.22%
APAP/codeine, 300/30mg, tablet	+910	+12.51%
APAP/codeine, 300/60mg, tablet	+930	+29.53%
lorazepam, 1mg, tablet	-5	-0.025%
phenobarbital, 30mg, tablet	+76	+1.89%
phenobarbital, 60mg, tablet	+1,174	+24.24%
Prop-N/APAP, 100/650mg, tablet	+3,045	+4.01%

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32. In the BNDD Agreement, the Licensee stipulated that the discrepancies between his inventory and the actual dosage units of controlled substances in his practice are a violation of §195.050.6, RSMo 2000 and 19 CSR 30-1.1042(1).

33. In the BNDD Agreement, the Licensee stipulated that the BNDD received his reconciliation documents on February 22, 2005. However, these reconciliation documents did not include copies of original documents needed to verify any suggested changes to the initial audit. The Licensee did not maintain complete and accurate records, which is a violation of §195.050.6, RSMo 2000 and 19 CSR 30-1.044(1).

34. In the BNDD Agreement, the Licensee stipulated that not being able to identify all discrepancies in the initial audit made it impossible to perform an accurate audit to verify the accountability of controlled substances on hand. The Licensee did not employ controls and procedures to prevent diversion, which is a violation of 19 CSR 30-1.031(1) and a cause to discipline his BNDD registration pursuant to §195.040.7, RSMo 2000.

35. In the BNDD Agreement, the Licensee stipulated that cause existed to discipline his Missouri Controlled Substances Registration, number 21556, issued by BNDD, pursuant to §195.040.7(4), RSMo 2000.

36. In the BNDD Agreement, the Licensee agreed to have his BNDD registration be placed on probation for a period of five (5) years. This is a cause for the Board to discipline the Licensee's license pursuant to §334.100.2(23), RSMo Cum. Supp. 2005.

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37. By violating §195.050.6, RSMo 2000 and related regulations of 19 CSR 30-1.031(1), 19 CSR 30-1.042(1), 19 CSR 30-1.042(3), 19 CSR 30-1.044(1), 19 CSR 30-1.048(1)(D), and 19 CSR 30-1.048(2), the Licensee has violated the drug laws, rules, and regulations of this state. This is a cause for the Board to discipline the Licensee's license pursuant to §334.100.2(13), RSMo Cum. Supp. 2005.

38. The Licensee had a physician-patient relationship with Patient J.E. Patient J.E. sought treatment from the Licensee for intractable lower back pain. The Licensee dispensed controlled substances to Patient J.E. for this intractable back pain, but did not write a diagnosis or treatment plan for this intractable lower back pain in his medical records for Patient J.E., which is a violation of §334.106.1, Cum. Supp. 2005.

39. The Licensee's medical records for Patient J.E. reveal that, after the initial office visits, the Licensee failed to record observations of pertinent physical findings, assessment and clinical impression of diagnosis, and a plan for care and treatment, which is a violation of §334.097.1, RSMo Cum. Supp. 2005.

40. The Licensee had a physician-patient relationship with Patient D.C. Patient D.C. sought treatment from the Licensee for gastroesophageal reflux disease, low back strain, and anxiety disorder. The Licensee dispensed controlled substances to Patient D.C. for these symptoms, but did not write a diagnosis or treatment plan in his medical records for Patient D.C., which is a violation of §334.106.1, Cum. Supp. 2005.

41. The Licensee's medical records for Patient D.C. reveal that, after the initial office visits, the Licensee failed to record observations of pertinent physical findings, assessment and clinical impression of diagnosis, and a plan for care and treatment, which is a violation of §334.097.1, RSMo Cum. Supp. 2005.

42. The Licensee's violations of §§334.097.1 and 334.106.1, RSMo Cum. Supp. 2005 are causes for the Board to discipline the Licensee's license pursuant to §334.100.2(6), RSMo Cum. Supp. 2005.

II. JOINT CONCLUSIONS OF LAW

43. Cause exists to discipline the Licensee's license pursuant to Sections and 334.100.2(6), (13), and (23), RSMo Cum. Supp. 2005, which states:

334.100.2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(6) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

....

(13) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

....

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(23) Revocation, suspension, limitation or restriction of any kind whatsoever of any controlled substance authority, whether agreed to voluntarily or not;

44. The Licensee's conduct, as established by the foregoing facts, falls within the intendments of § 334.100.2, RSMo.

45. Cause exists for the Board to take disciplinary action against the Licensees' license under § 334.100.2, RSMo.

III. JOINT AGREEMENT ON DISCIPLINE

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of §621.110 RSMo 2000. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

46. License number 28817, issued by the Board to the Licensee, is hereby PUBLICLY REPRIMANDED.

47. Within six (6) months of the execution date of this settlement agreement, the Licensee shall attend a Board-approved records keeping course. The Licensee must obtain the Board's approval to attend a specific course prior to attending that course. The Licensee

shall send proof of completion of this course to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

48. Within fifteen (15) days of the execution date of this settlement agreement, the Licensee shall surrender his registration with BNDD.

49. The Licensee shall obtain the Board's prior approval and provide proof of attending a Board approved prescribing course before applying for a new registration with BNDD.

50. If the Licensee is licensed in other jurisdictions, the Licensee shall notify, in writing, the medical licensing authorities of those jurisdictions, within fifteen (15) days of the execution date of this settlement agreement, of the Licensee's disciplinary status in Missouri. The Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority.

51. The Licensee shall notify, within fifteen (15) days of the effective date of this settlement agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where the Licensee practices or has privileges of the Licensee's disciplinary status. The Licensee shall notify any physician assistants or other allied health care professionals he supervises of the disciplinary action imposed. Notification shall be in writing and the Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

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52. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by the Licensee not specifically mentioned in this document.

53. No additional order shall be entered by this Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Agreement occurred during the disciplinary period, the parties agree that the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. The Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

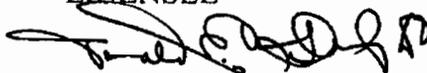
54. If the Board determines that the Licensee has violated a term or condition of this settlement agreement, the Board may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

55. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42

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USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

56. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

Donald E. Shoup, D.O. 6-14-06
Date

BOARD

Tina Steinman 6/22/06
Executive Director Date

Attorney for Licensee Date
Missouri Bar No. _____


Sreenu Dandamudi 6/26/06
General Counsel, MO Bar No. 50734 Date

EFFECTIVE THIS 22 DAY OF June, 2006.