

STATE MEDICAL BOARD
OF OHIO

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CONSENT AGREEMENT
BETWEEN
SAM I. SATO, M.D.
AND

THE STATE MEDICAL BOARD OF OHIO

THIS CONSENT AGREEMENT is entered into by and between SAM I. SATO, M.D. and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

SAM I. SATO, 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)(19), 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 inability 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 STATE MEDICAL BOARD OF OHIO expressly reserves the right to institute formal proceedings based upon any violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. SAM I. SATO, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. SAM I. SATO, M.D., ADMITS that he has become sight-impaired due to physical illness. Further, DOCTOR SATO ADMITS that this sight-impairment limits his ability to make diagnoses of patients' conditions, to perform any form of surgical procedure or to directly treat a patient commensurate with standards of practice for dermatology in the State of Ohio, except within the specific terms, conditions and limitations set forth within this CONSENT AGREEMENT.
- E. This CONSENT AGREEMENT shall not be construed, acknowledged, or in any other way determined to be a finding of incapacity, disability, or inability to practice except as provided within the specific terms, conditions and limitations set forth within this CONSENT AGREEMENT.

WHEREFORE, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, SAM I. SATO, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following terms, conditions and limitations:

1. DOCTOR SATO shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR SATO shall submit quarterly declarations under penalty of perjury stating whether there has been compliance with all conditions of this Consent Agreement;
3. DOCTOR SATO shall immediately surrender his United States Drug Enforcement Administration Certificate. He shall be ineligible to hold, and shall not apply for, registration with the D.E.A. to prescribe, dispense or administer controlled substances without prior BOARD approval;
4. DOCTOR SATO shall not prescribe, administer, dispense, order, write orders for, or give verbal orders for any drug or medicine as defined by State or Federal law;
5. DOCTOR SATO shall not act as physician of record or be the treating physician for any patient;
6. DOCTOR SATO shall not perform any form of physical treatment of a patient including the performance of any form of surgical procedure;
7. DOCTOR SATO shall not diagnose the condition of any patient, but may consult with other licensed physicians practicing dermatology regarding their diagnosis and treatment of their patients;
8. DOCTOR SATO shall not perform any professional services associated with the practice of dermatology which require the physical observation, diagnosis, performance of a surgical procedure, or examination by a physician at any time during the treatment of the patient;
9. DOCTOR SATO may provide education to patients by discussing with them the treatment prescribed by the treating physician including follow-up procedures and application of medicines, the expected results of that treatment and the possible reactions to the medicine and/or treatment or procedure prescribed by the treating physician. This general education of the patient shall be based on the diagnosis made by the treating physician, shall accurately reflect the treatment prescribed by the treating physician, and shall be reflected in the patient's medical record;

10. DOCTOR SATO may take a verbal medical history of a patient for the treating physician which shall be reflected in that patient's medical record;
11. DOCTOR SATO AGREES that, within fourteen (14) days of signing this CONSENT AGREEMENT, he will take all necessary and reasonable steps to inform third party payers, patients, office staff, referring physicians and the general public as to the change in his professional practice of medicine, namely, that his practice is limited to the terms, conditions and limitations set forth within this CONSENT AGREEMENT;
 - a. The form of this notice shall include, but not necessarily be limited to, a letter to all third party payer organizations informing them that DOCTOR SATO cannot be considered part of the panel of physicians to whom they may refer patients and that DOCTOR SATO'S practice is limited to the terms, conditions and limitations set forth within this CONSENT AGREEMENT.
 - b. The form of this notice shall also include a sign and/or placard placed in DOCTOR SATO'S offices informing patients and the general public that DOCTOR SATO is limited to a consultative practice due to sight impairment. The sign and/or placard shall also note that a specific written explanation of DOCTOR SATO'S consultative practice is available upon request. The written explanation shall state that DOCTOR SATO is not available to see patients, treat patients, diagnose their condition, or otherwise act as their physician and that he is only available to consult with their treating physician in a limited manner. The written explanation shall also accurately reflect the terms, conditions and limitations set forth within paragraphs (9) and (10) within this CONSENT AGREEMENT.
 - c. The form of this notice shall also include a procedure for the recordation, confirmation and acknowledgement of appointments with patients. This procedure shall inform patients who request to be seen and/or treated by DOCTOR SATO that he is not available to see them, treat them, diagnose their condition, or otherwise act as their physician and that he is only available to consult with their treating physician in a limited manner. Upon further questioning, patients may be informed of DOCTOR SATO'S ability to perform the tasks set forth within paragraphs (9) and (10) of this CONSENT AGREEMENT.
12. DOCTOR SATO shall, within fourteen (14) days of signing this CONSENT AGREEMENT, inform his entire medical staff, clerical staff, physicians, and nurses who work within the offices where he practices of the existence of this CONSENT AGREEMENT,

its contents, and their obligation to inform the State Medical Board of any reasonable concerns they may have that DOCTOR SATO may be engaged in the practice of medicine outside of the terms, conditions and limitations set forth within this CONSENT AGREEMENT. These persons shall be offered a copy of this CONSENT AGREEMENT and provided a copy upon request.

The above described terms, limitations and conditions may be amended or terminated in writing at any time upon agreement of both parties.

If, in the discretion of the Secretary of THE STATE MEDICAL BOARD OF OHIO, DOCTOR SATO appears to have violated or breached any term or condition of this Agreement, THE STATE MEDICAL BOARD OF OHIO 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 SATO 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.

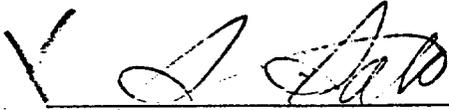
Any action initiated by the BOARD based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

DOCTOR SATO 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, and shall become effective upon the last date of signature below.

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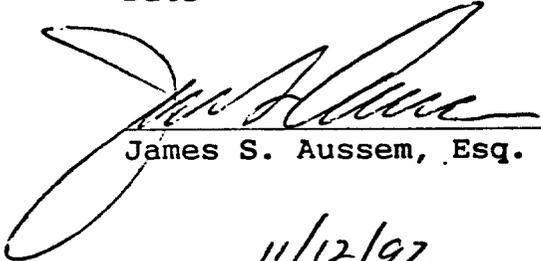
Further, this information may be reported to appropriate organizations, data banks and governmental bodies.



Sam'I. Sato, M.D.

11/12/92

Date

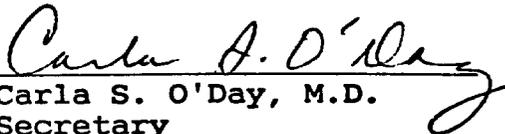


James S. Aussem, Esq.

11/12/92

Date

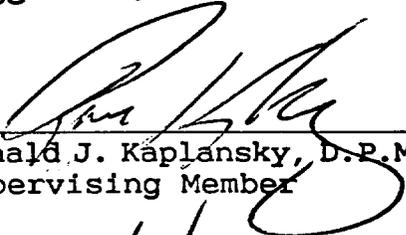
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Carla S. O'Day, M.D.
Secretary

11/19/92

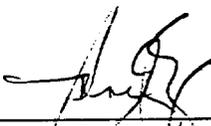
Date



Ronald J. Kaplansky, D.P.M.
Supervising Member

11/18/92

Date



Anne C. Berry, Esq.
Assistant Attorney General

11/23/92

Date