

BEFORE THE STATE MEDICAL BOARD OF OHIO

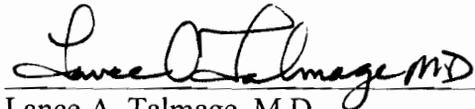
IN THE MATTER OF :  
:  
SAMUEL E. PERLER-TOMBOLY, M.D. :

**ENTRY OF ORDER**

On January 22, 2008, Samuel E. Perler-Tomboly, M.D., executed a Surrender of his certificate to practice medicine and surgery in Ohio with consent to revocation, which document is attached hereto and fully incorporated herein.

Wherefore, upon ratification by the Board of the surrender, it is hereby ORDERED that Certificate No. 35-081110 authorizing Samuel E. Perler-Tomboloy, M.D., to practice medicine and surgery in the state of Ohio be permanently REVOKED, effective February 13, 2008.

This Order is hereby entered upon the Journal of the State Medical Board of Ohio for the 13<sup>th</sup> day of February 2008, and the original thereof shall be kept with said Journal.

  
\_\_\_\_\_  
Lance A. Talmage, M.D.  
Secretary

(SEAL)

February 13, 2008  
\_\_\_\_\_  
Date

STATE MEDICAL BOARD  
OF OHIO

2008 JAN 30 P 4: 17

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

I, Samuel Elmer Perler-Tomboly, M.D., 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, Samuel Elmer Perler-Tomboly, M.D., do hereby voluntarily, knowingly, and intelligently surrender my certificate to practice medicine and surgery, License #35.081110, which is currently inactive, to the State Medical Board of Ohio [Board]. I acknowledge that as a result of the indefinite suspension of such certificate, I have not been legally authorized to practice medicine and surgery in Ohio since November 14, 2007. I further acknowledge and understand that as a result of the surrender herein, I relinquish all rights to practice medicine and surgery in Ohio and will not be permitted to practice medicine and surgery in any form or manner in the State of Ohio in the future.

I agree that I shall be ineligible for, and shall not apply for, reinstatement of certificate to practice medicine and surgery License #35.081110, 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 Medicine and Surgery. Any such attempted reapplication shall be considered null and void and shall not be processed by the Board.

I hereby authorize the State Medical Board of Ohio to enter upon its Journal an Order permanently revoking my certificate to practice medicine and surgery, License #35.081110, in conjunction with which I expressly waive the provision of Section 4731.22(B), Ohio Revised Code, requiring that six (6) Board Members vote to revoke said certificate, and further expressly and forever waive all rights as set forth in Chapter 119., Ohio Revised Code, including but not limited to my right to counsel, right to a hearing, right to present evidence, right to cross-examine witnesses, and right to appeal the Order of the Board revoking my certificate to practice medicine and surgery.

I, Samuel Elmer Perler-Tomboly, M.D., 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

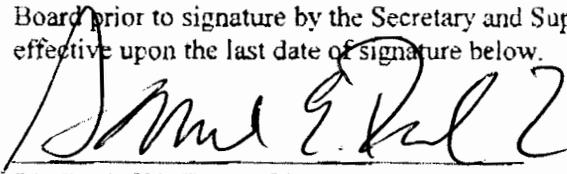
Surrender of Certificate  
Samuel Elmer Perler-Tomboly, M.D.

organizations, data banks and governmental bodies. I, Samuel Elmer Perler-Tomboly, M.D., 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.

I stipulate and agree that I am taking the action described herein in lieu of formal disciplinary proceedings pursuant to Section 4731.22(B)(9), Ohio Revised Code, based upon, and as an essential part of, a negotiated plea agreement related to criminal charges pending against me in the Common Pleas Court of Hamilton County, Ohio. Further, I expressly acknowledge that my criminal conduct underlying said plea agreement arises from the same common nucleus of operative fact as the conduct underlying the Consent Agreement I entered into with the Board on or about November 14, 2007, as well as an additional charge of Gross Sexual Imposition in violation of Section 2907.05(A)(5), Ohio Revised Code, a fourth degree felony, for similar conduct with a second patient.

EFFECTIVE DATE

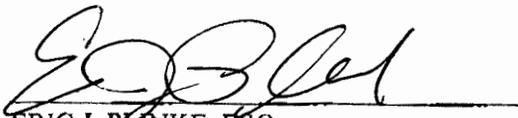
It is expressly understood that this Surrender of Certificate is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

  
SAMUEL ELMER PERLER-TOMBOLY, M.D.

  
LANCE A. TALMAGE, M.D.  
Secretary

1/22/08  
DATE

2-13-08  
DATE

  
ERIC J. BLINKE, ESQ.  
Attorney for Dr. Perler-Tomboly

  
RAYMOND J. ALBERT  
Supervising Member

1/30/08  
DATE

2/19/08  
DATE

STATE MEDICAL BOARD  
OF OHIO  
2008 JAN 30 P 4: 17

Surrender of Certificate  
Samuel Elmer Perler-Tomboly, M.D

  
KAREN H. MORTLAND  
Enforcement Attorney

1/30/08  
DATE

STATE MEDICAL BOARD  
OF OHIO  
2008 JAN 30 P 4: 17

**CONSENT AGREEMENT  
BETWEEN  
SAMUEL ELMER PERLER-TOMBOLY, M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Perler-Tomboly 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)(34), 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 "[f]ailure to cooperate in an investigation conducted by the board under division (F) of this section, including failure to comply with a subpoena or order issued by the board or failure to answer truthfully a question presented by the board at a deposition or in written interrogatories, except that failure to cooperate with an investigation shall not constitute grounds for discipline under this section if a court of competent jurisdiction has issued an order that either quashes a subpoena or permits the individual to withhold the testimony or evidence in issue."
  
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon facts as set forth in Paragraph E below. The Board 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 Consent Agreement. Dr. Perler-Tomboly expressly acknowledges that the Board is reserving the right to pursue by separate action any and all violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement, including but not limited to, Sections 4731.22(B)(9) and/or 4731.22(B)(10), Ohio Revised Code, even if such violations arise from the same common nucleus of operative facts as outlined within this Consent Agreement. Dr. Perler-Tomboly further expressly states and specifically acknowledges he understands that subsequent Board Orders may supersede this Consent Agreement and may result in further discipline, up to and including permanent revocation of his license to practice medicine in the State of Ohio.

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SAMUEL ELMER PERLER-TOMBOLY, M.D.  
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- C. Dr. Perler-Tomboly is licensed to practice medicine and surgery in the State of Ohio, License # 35,081110.
- D. Dr. Perler-Tomboly states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Perler-Tomboly admits that on or about October 25, 2007, he appeared as the defendant at the arraignment in the matter of State of Ohio v. Samuel Perler-Tomboly, Case No. C/07/CRA/40672, in the Hamilton County Municipal Court, Hamilton County, Ohio, wherein the Court informed him of the allegation that on or about October 9, 2007, Dr. Perler-Tomboly engaged in sexual conduct with a victim who was not his spouse, while her ability to resist was substantially impaired because of a physical condition, and that Dr. Perler-Tomboly knew or had reasonable cause to believe that the victim's ability to resist was substantially impaired because of a physical condition. Dr. Perler-Tomboly admits further that during his arraignment, he was also informed that the allegations were that these actions took place while he was employed in his capacity as emergency room physician and that the victim was a patient.

Dr. Perler-Tomboly admits further that on or about October 26, 2007, an indictment was returned against him by the Grand Jury in the Hamilton County, Ohio, Court of Common Pleas, on charges that on or about October 9, 2007, he committed two counts of Gross Sexual Imposition, in violation of Section 2907.05(A)(3), Ohio Revised Code, a fourth degree felony; one count of Rape, in violation of Section 2907.02(A)(1)(c), Ohio Revised Code, a first degree felony; and one count of Sexual Battery, in violation of Section 2907.03(A)(6), Ohio Revised Code, a third degree felony.

Dr. Perler-Tomboly further admits that, on or about October 26, 2007, he was granted release from custody subject to certain conditions, including, *inter alia*, that he avoid all contact with the alleged victim, and that he remain under electronically monitored home confinement except for work, attorney visits, court appearances, and medical emergencies.

Dr. Perler-Tomboly stipulates that he last actively practiced medicine and surgery on or about October 24, 2007.

**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. Perler-Tomboly knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

**SUSPENSION OF CERTIFICATE**

1. The certificate of Dr. Perler-Tomboly to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time.

**CONSENT AGREEMENT**  
**SAMUEL ELMER PERLER-TOMBOLY, M.D.**  
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2. Dr. Perler-Tomboly shall obey all federal, state, and local laws, and all rules governing the practice of medicine and surgery in the State of Ohio. Further, Dr. Perler-Tomboly shall comply with all requirements of any Order in Case No. B 0708938, from the Hamilton County Court of Common Pleas, Hamilton County, Ohio, or other criminal action generally related to the matters herein.

**RELEASES; QUARTERLY DECLARATIONS AND APPEARANCES**

3. Dr. Perler-Tomboly 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 any type of treatment or evaluation for Dr. Perler-Tomboly, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent provided 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. Perler-Tomboly further agrees to provide the Board written consent permitting any provider from whom he obtains any type of treatment or evaluation to notify the Board in the event he fails to agree to or comply with any treatment contract or treatment plan. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
4. Dr. Perler-Tomboly shall submit quarterly declarations under penalty of Board disciplinary action and/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, provided that if the effective date is on or after the sixteenth 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.
5. Dr. Perler-Tomboly shall appear in person for an interview before the full Board or its designated representative as requested by the Board, and subsequent personal appearances must occur thereafter as requested by the Board, except that Dr. Perler-Tomboly and the Board agree that Dr. Perler-Tomboly shall not be required to appear before the Board while he is under electronically monitored home confinement.

**CONDITIONS FOR REINSTATEMENT**

6. The Board shall not consider reinstatement of Dr. Perler-Tomboly's certificate to practice medicine and surgery until all of the following conditions are met:
  - a. Dr. Perler-Tomboly shall submit an application for reinstatement, accompanied by appropriate fees, if any.

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SAMUEL ELMER PERLER-TOMBOLY, M.D.  
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- b. Dr. Perler-Tomboly shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but not be limited to the following:
- i. Evidence of continuing full compliance with this Consent Agreement.
  - ii. Dr. Perler-Tomboly shall fully cooperate in providing the Board with any and all information requested by the Board, including but not limited to specific factual information related to Dr. Perler-Tomboly's conduct related to the charges set forth in Paragraph E, above.
  - iii. A written report indicating that Dr. Perler-Tomboly's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care.

The report shall be made by a physician from the Center for Marital and Sexual Health, or another physician evaluator knowledgeable in the area of psychiatry and human sexuality who has been approved in advance by the Board, who shall conduct a comprehensive psychiatric and sexual assessment of Dr. Perler-Tomboly. Prior to the assessment, Dr. Perler-Tomboly shall provide the evaluator with a copy of this Consent Agreement, and with copies of any and all records, including but not limited to patient records, related to any and all psychiatric, psychological, and/or sexual evaluations or treatment that he has received, whether such evaluations or treatment occurred before or after the effective date of this Consent Agreement. The report from the evaluator shall include the evaluator's diagnoses and conclusions; any recommendations for care, counseling, and treatment for the diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Perler-Tomboly's practice; and the basis for the evaluator's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement.

- c. All pending criminal charges described in Paragraph E above have been fully, finally and completely resolved.
- d. The Board's investigation concerning Dr. Perler-Tomboly has been fully, finally, and completely resolved and the Board ratifies a subsequent written Consent Agreement setting forth specified terms, conditions and limitations as determined appropriate by the Board in the future, or if the Board and Dr. Perler-Tomboly are unable to agree upon the future terms of a subsequent written Consent Agreement, then Dr. Perler-Tomboly further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter

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SAMUEL ELMER PERLER-TOMBOLY, M.D.  
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119. of the Ohio Revised Code; or alternatively, the Board determines that no subsequent written Consent Agreement is required.

7. In the event that Dr. Perler-Tomboly has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Perler-Tomboly's fitness to resume practice.

**REQUIRED REPORTING BY LICENSEE**

8. Within thirty days of the effective date of this Consent Agreement, Dr. Perler-Tomboly shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Perler-Tomboly shall 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.
9. Within thirty days of the effective date of this Consent Agreement, Dr. Perler-Tomboly 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 any professional license. Dr. Perler-Tomboly 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 any professional license or reinstatement of any professional license. Further, Dr. Perler-Tomboly shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
10. Dr. Perler-Tomboly shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to any person or entity that provides evaluation, treatment, or monitoring of him related to the criminal matter described herein prior to commencing such evaluation, treatment, or monitoring. Further, Dr. Perler-Tomboly shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

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

**FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Perler-Tomboly 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

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SAMUEL ELMER PERLER-TOMBOLY, M.D.  
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breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

**ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Perler-Tomboly 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. Perler-Tomboly 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. Perler-Tomboly 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**

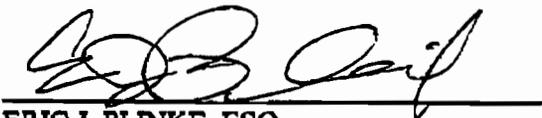
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SAMUEL ELMER PERLER-TOMBOLY, M.D.

  
\_\_\_\_\_  
LANCE A. TALMAGE, M.D.  
Secretary

11/14/07  
\_\_\_\_\_  
DATE

11-14-07  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
ERIC J. PLINKE, ESQ.  
Attorney for Dr. Perler-Tomboly

  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

11/14/07  
\_\_\_\_\_  
DATE

11/15/07  
\_\_\_\_\_  
DATE

CONSENT AGREEMENT  
SAMUEL ELMER PERLER-TOMBOLY, M.D.  
PAGE 6

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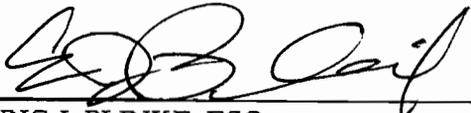
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SAMUEL ELMER PERLER-TOMBOLY, M.D.

\_\_\_\_\_  
LANCE A. TALMAGE, M.D.  
Secretary

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
ERIC J. PLINKE, ESQ.  
Attorney for Dr. Perler-Tomboly

\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

11/14/07  
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SAMUEL ELMER PERLER-TOMBOLY, M.D.  
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KAREN H. MORTLAND  
Enforcement Attorney

11/14/07  
DATE