

**CONSENT AGREEMENT  
BETWEEN  
NEIL E. SAUNDERS, D.P.M.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

NEIL E. SAUNDERS, D.P.M. voluntarily 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 contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this CONSENT AGREEMENT.

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 for any of the enumerated violations.
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of further formal proceedings based upon the violations of Section 4731.22, Ohio Revised Code, set forth in the Notice of Opportunity for Hearing issued by the BOARD on May 14, 1997, which Notice is attached hereto as Exhibit A and incorporated herein by this reference. The BOARD expressly reserves the right to institute additional formal proceedings based upon any other violations of Chapter 4731 of the Ohio Revised Code whether occurring before or after the effective date of this AGREEMENT.
- C. NEIL E. SAUNDERS, D.P.M., is licensed to practice podiatry in the State of Ohio.
- D. NEIL E. SAUNDERS, D.P.M., ADMITS the allegations set forth in the Notice of Opportunity for Hearing issued by the BOARD on May 14, 1997, attached hereto as Exhibit A and incorporated herein by reference.

- E. NEIL E. SAUNDERS, D.P.M., ADMITS that he became addicted to narcotic analgesics, particularly Hydrocodone, and STATES that he entered inpatient treatment at St. Vincent's Tennison Center Treatment Facility, which is not a Board-approved treatment provider under Section 4731.25, Ohio Revised Code, on June 10, 1996 for approximately three (3) weeks. DOCTOR SAUNDERS further STATES that he successfully completed outpatient treatment at the Toledo Hospital Alcohol and Drug Treatment Center, which is a Board-approved treatment provider, as of December 30, 1996, and that he began aftercare at the Toledo Hospital on January 9, 1997, which aftercare program is ongoing as of the date of this AGREEMENT. DOCTOR SAUNDERS further ADMITS that his ability to practice podiatry is impaired as that term is defined by Ohio Adm. Code 4731-16-01(A).

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

1. DOCTOR SAUNDERS shall obey all federal, state and local laws, and all rules governing the practice of podiatry in Ohio.
2. DOCTOR SAUNDERS 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, 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;
3. DOCTOR SAUNDERS 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 SAUNDERS written notification of scheduled appearances, it is DOCTOR SAUNDERS' 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 SAUNDERS shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance.

4. In the event that DOCTOR SAUNDERS should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR SAUNDERS 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.
5. In the event DOCTOR SAUNDERS is found by the Secretary of the BOARD to have failed to comply with any provision of this agreement, and is so notified of that deficiency in writing, such periods of noncompliance will not apply to the reduction of the probationary period under this CONSENT AGREEMENT.
6. DOCTOR SAUNDERS shall immediately surrender his United States Drug Enforcement Administration certificate. He shall be ineligible to hold, and shall not apply for, registration with the Drug Enforcement Administration to prescribe, dispense, or administer controlled substances without prior BOARD approval.
7. DOCTOR SAUNDERS shall not prescribe, administer, dispense, order, write orders for, give verbal orders for, or possess (except as allowed under Paragraph 9 below) any controlled substances as defined by State or Federal law.
8. DOCTOR SAUNDERS shall not be permitted to order, write orders for, give verbal orders for, dispense or administer controlled substances as defined by state or federal law under the Drug Enforcement Administration

registration of the hospital or institution in which he is employed, is training, and/or has privileges.

9. DOCTOR SAUNDERS shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR SAUNDERS' history of chemical dependency.
10. DOCTOR SAUNDERS shall abstain completely from the use of alcohol.
11. DOCTOR SAUNDERS shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR SAUNDERS shall ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board.

Within thirty (30) days of the effective date of this Agreement, DOCTOR SAUNDERS shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR SAUNDERS shall submit the required urine specimens. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results.

DOCTOR SAUNDERS shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, verifying whether all urine screens have been conducted in compliance with this CONSENT AGREEMENT, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR SAUNDERS must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR SAUNDERS shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore.

All screening reports and supervising physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR SAUNDERS' quarterly declaration. It is DOCTOR SAUNDERS' responsibility to ensure that reports are timely submitted.

12. The BOARD retains the right to require, and DOCTOR SAUNDERS agrees to submit, blood or urine specimens for analysis at DOCTOR SAUNDERS' expense upon the BOARD'S request and without prior notice. DOCTOR SANDERS's refusal to submit a blood or urine specimen upon request of the BOARD shall result in a minimum of one year of actual license suspension.
13. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SAUNDERS shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR SAUNDERS' patient charts and shall submit a written report of such review to the BOARD on a quarterly basis. Such chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the BOARD. It shall be DOCTOR SAUNDERS' responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis.

Further, the monitoring physician shall otherwise monitor DOCTOR SAUNDERS and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR SAUNDERS 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 SAUNDERS must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR SAUNDERS 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.

All monitoring physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR SAUNDERS' quarterly declaration. It is DOCTOR SAUNDERS' responsibility to ensure that reports are timely submitted.

14. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SAUNDERS shall undertake and maintain

participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, or any other program approved in advance by the BOARD specifically for DOCTOR SAUNDERS, no less than THREE (3) times per week. Substitution of any specific program must receive prior BOARD approval.

DOCTOR SAUNDERS shall submit with each quarterly declaration required under Paragraph 2 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program.

15. DOCTOR SAUNDERS shall contact an appropriate impaired physicians committee, approved by the BOARD, to arrange for assistance in recovery or aftercare.
16. DOCTOR SAUNDERS shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider, provided, that where terms of the aftercare contract conflict with terms of this AGREEMENT, the terms of this AGREEMENT shall control.
17. DOCTOR SAUNDERS shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider to the BOARD, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations.
18. Within thirty (30) days of the effective date of this AGREEMENT, DOCTOR SAUNDERS 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 SAUNDERS 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.
19. Within thirty (30) days of the effective date of this AGREEMENT, DOCTOR SAUNDERS 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 SAUNDERS 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 SAUNDERS shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

20. Any violation of paragraph 9 or paragraph 10 of this AGREEMENT shall constitute grounds to revoke or permanently revoke DOCTOR SAUNDERS' certificate. DOCTOR SAUNDERS agrees that the minimum discipline for such a violation shall include actual license suspension. This paragraph does not limit the Board's authority to suspend, revoke or permanently revoke DOCTOR SAUNDERS' certificate based on other violations of this CONSENT AGREEMENT.
21. DOCTOR SAUNDERS agrees that if any declaration or report required by this AGREEMENT is not received in the BOARD's offices on or before its due date, DOCTOR SAUNDERS shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.60 of the Revised Code.
22. DOCTOR SAUNDERS agrees that if, without prior permission from the BOARD, he fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 11 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation and shall refrain from practicing for thirty (30) days for the first instance of a single missed screen. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.60 of the Revised Code.
23. DOCTOR SAUNDERS agrees that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 14 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation and shall refrain from practicing for fifteen (15) days following a first missed meeting. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.60 of the Revised Code.

This AGREEMENT shall remain in force for a minimum of FIVE (5 ) years prior to any request for termination of said 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 STATE MEDICAL BOARD OF OHIO, DOCTOR SAUNDERS 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.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR SAUNDERS has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR SAUNDERS 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 the purposes of initiating a summary suspension pursuant to Section 4731.22(D), Ohio Revised Code.

DOCTOR SAUNDERS 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.

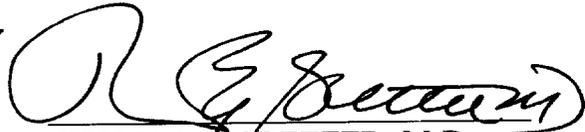
DOCTOR SAUNDERS hereby releases the STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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 shall become effective upon the last date of signature below.

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

  
NEIL E. SAUNDERS, D.P.M.

7-24-97  
DATE

  
THOMAS E. GREYTER, M.D.  
Secretary

8/13/97  
DATE

  
LORIN J. ZANER  
Attorney for Dr. Saunders

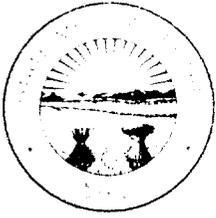
7-24-97  
DATE

  
RAYMOND J. ALBERT  
Supervising Member

8/13/97  
DATE

  
REBECCA J. ALBERS  
Assistant Attorney General

8/13/97  
DATE



# STATE MEDICAL BOARD OF OHIO

77 South High Street, 17th Floor • Columbus, Ohio 43266-0315 • (614) 466-1934

May 14, 1997

Neil Saunders, D.P.M.  
3030 W. Sylvania #105  
Sylvania, OH 43613

Dear Doctor Saunders:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio intends to determine whether or not to limit, revoke, suspend, refuse to register or reinstate your certificate to practice podiatry, or to reprimand or place you on probation for one or more of the following reasons:

- (1) On or about the following dates, you wrote and/or telephoned prescriptions for Lorcet 10/650, a Schedule II narcotic, in the name of Patient 1 identified on the attached Patient Key (Key confidential - to be withheld from public disclosure), using the name and DEA number of another physician in order to obtain those prescriptions for your personal use:
  - a) April 5, 1996;
  - b) May 10, 1996; and
  - c) June 10, 1996.
- (2) In addition, two of the prescriptions were written on prescription blanks that you had taken from the aforementioned physician's office.

Your acts, conduct, and/or omissions as alleged in paragraphs (1) and (2) above, individually and/or collectively, constitute "(c)ommission of an act that constitutes a felony in this state regardless of the jurisdiction in which the act was committed," as that clause is used in Section 4731.22(B)(10), Ohio Revised Code, to wit: Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty (30) days of the time of mailing of this notice.

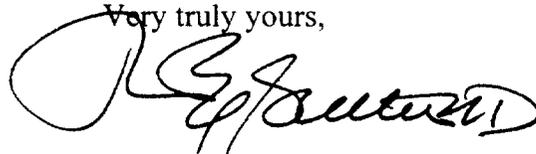
*Mailed 5/15/97*

You are further advised that you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty (30) days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, suspend, refuse to register or reinstate your certificate to practice podiatry or to reprimand or place you on probation.

Copies of the applicable sections are enclosed for your information.

Very truly yours,

A handwritten signature in black ink, appearing to read 'T. E. Gretter', written in a cursive style.

Thomas E. Gretter, M.D.  
Secretary

TEG/bjs

Enclosures

CERTIFIED MAIL #P 152 984 687  
RETURN RECEIPT REQUESTED

prescribed and published rules, in addition to any other penalty imposed for a violation of this section, the court forthwith shall comply with section 2925.38 of the Revised Code.

**HISTORY:** 143 v H 182 (Eff 11-2-89); 143 v S 258 (Eff 11-20-90); 145 v H 377 (Eff 9-30-93); 145 v H 391. Eff 7-21-94.

Analogous in part to former RC § 2925.14 (138 v S 378; 142 v H 790), repealed, 143 v H 182, § 2, eff 11-2-89.

### [DRUG THEFT]

**§ 2925.21** Repealed, 143 v S 258, § 2 [136 v H 300]. Eff 11-20-90.

This section concerned theft of drugs.

The effective date is set by section 15 of SB 258.

**§ 2925.22** Deception to obtain a dangerous drug.

(A) No person, by deception as defined in section 2913.01 of the Revised Code, shall procure the administration of, a prescription for, or the dispensing of, a dangerous drug, or possess an uncompleted preprinted prescription blank used for writing a prescription for a dangerous drug.

(B) Whoever violates this section is guilty of deception to obtain a dangerous drug, a felony of the fourth degree. If the offender previously has been convicted of a drug abuse offense, deception to obtain drugs is a felony of the third degree. If the drug involved is a compound, mixture, preparation, or substance included in schedule I or II, with the exception of marihuana, deception to obtain drugs is a felony of the third degree. If the offender previously has been convicted of a felony drug abuse offense and the drug involved is a compound, mixture, preparation, or substance included in schedule I or II with the exception of marihuana, deception to obtain drugs is a felony of the second degree.

(C)(1) Notwithstanding the fines otherwise required to be imposed pursuant to section 2929.11 or 2929.31 of the Revised Code for violations of this section and notwithstanding section 2929.14 of the Revised Code, the court shall impose a mandatory fine of three thousand five hundred dollars if the violation of this section was a felony of the second degree, a mandatory fine of two thousand five hundred dollars if the violation of this section was a felony of the third degree, and a mandatory fine of one thousand five hundred dollars if the violation of this section was a felony of the fourth degree.

(2) The court may impose a fine in addition to a mandatory fine imposed pursuant to division (C)(1) of this section if the total of the additional and mandatory fines does not exceed the maximum fine that could be imposed pursuant to section 2929.11 or 2929.31 of the Revised Code.

(3) Notwithstanding any contrary provision of section 3719.21 of the Revised Code, fifty per cent of any mandatory fine imposed pursuant to division (C)(1) of this section shall be paid by the clerk of the court in

accordance with and subject to the requirements of, and shall be used as specified in, division (J) of section 2925.03 of the Revised Code, and fifty per cent shall be disbursed as provided in section 3719.21 of the Revised Code. Any additional fine imposed pursuant to division (C)(2) of this section shall be disbursed by the clerk of the court as otherwise provided by law.

(4) If a person is charged with any violation of this section and posts bail pursuant to sections 2937.22 to 2937.46 of the Revised Code or Criminal Rule 46, and if the person forfeits the bail, the forfeited bail shall be paid by the clerk of the court in accordance with and subject to the requirements of, and shall be used as specified in, division (C)(3) of this section.

(5) No court shall impose a mandatory fine pursuant to division (C)(1) of this section upon an offender who alleges, in an affidavit filed with the court prior to his sentencing, that he is indigent and is unable to pay any mandatory fine imposed pursuant to that division, if the court determines the offender is an indigent person and is unable to pay the fine.

(D) In addition to any other penalty imposed for a violation of this section, the court shall suspend for not less than six months nor more than five years the driver's or commercial driver's license of any person who is convicted of or has pleaded guilty to a violation of this section. If the offender is a professionally licensed person or a person who has been admitted to the bar by order of the supreme court in compliance with its prescribed and published rules, in addition to any other penalty imposed for a violation of this section, the court forthwith shall comply with section 2925.38 of the Revised Code.

**HISTORY:** 136 v H 300 (Eff 7-1-76); 143 v S 258 (Eff 11-20-90); 143 v H 615 (Eff 3-27-91); 145 v H 377. Eff 9-30-93.

**§ 2925.23** Illegal processing of drug documents.

(A) No person shall knowingly make a false statement in any prescription, order, report, or record required by Chapter 3719 of the Revised Code.

(B) No person shall intentionally make, utter, or sell, or knowingly possess a false or forged:

(1) Prescription;

(2) Uncompleted preprinted prescription blank used for writing a prescription;

(3) Official written order;

(4) License for a terminal distributor of dangerous drugs as required in section 4729.60 of the Revised Code;

(5) Registration certificate for a wholesale distributor of dangerous drugs as required in section 4729.60 of the Revised Code.

(C) No person, by theft as defined in section 2913.02 of the Revised Code, shall acquire any of the following:

(1) A prescription;

(2) An uncompleted preprinted prescription blank used for writing a prescription;

(3) An official written order;

(4) A blank official written order;

(5) A license or blank license for a terminal distributor