BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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In the Matter of Charges and ) Case No. 13-9584-1
Complaint Against )
THOMAS JOE SANDERS, M.D., )
Respondent. )

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Investigative Committee (IC) of
the Nevada State Board of Medical Examiners (the Board) composed of
Benjamin J. Rodriguez, M.D., Chairman, Beverly A. Neyland, M.D., Member, and
Donna A. Ruthe, Member, by and through, Bradley O. Van Ry, Esq., Board General Counsel and
attorney for the IC, and Thomas Joe Sanders, M.D. (Respondent), by and through his counsel
Hal Taylor, Esq., as follows:

WHEREAS, on May 15, 2013, the Board’s IC filed a formal Complaint in the above
referenced matter charging Respondent with engaging in conduct that is grounds for discipline
pursuant to the Medical Practice Act (MPA), Nevada Revised Statutes (NRS) Chapter 630, and
Nevada Administrative Code (NAC), Chapter 630 to wit: Count I, one count of administering,
dispensing or prescribing any controlled substance, or any dangerous drug as defined in chapter
454 of NRS, to or for himself, except as authorized by law, a violation of NRS 630.306(3);

WHEREAS, Respondent has received a copy of the formal Complaint, reviewed it,
understands it, and has had ample opportunity to consult with his counsel concerning the nature
and significance of the formal Complaint. Respondent is fully aware concerning his rights and
defenses to the formal Complaint, as well as the possible sanctions that may be imposed if the
Board finds and concludes that he has engaged in conduct that is grounds for discipline pursuant to
the MPA;

WHEREAS, Respondent understands and agrees that this Agreement is entered
into by and between himself and the Board’s IC, and not with the Board, but that the IC will
present this Agreement to the Board for consideration in open session at a meeting duly noticed
and scheduled. Respondent understands that the IC shall advocate approval of this Agreement by
the Board, but that the Board has the right to decide in its own discretion whether or not to
approve this Agreement; and,

WHEREAS, Respondent understands and agrees that if the Board approves the terms,
covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated
below shall be binding and enforceable upon him.

NOW THEREFORE, in order to resolve this matter and all charges alleged by the
Board’s IC in the above-captioned matter, Respondent and the IC hereby agree to the following
terms, covenants and conditions:

1. **Jurisdiction.** Respondent is, and at all times mentioned in the formal Complaint
filed in the above-captioned matter was, a physician licensed to practice medicine in the
State of Nevada subject to the jurisdiction of the Board to hear and adjudicate charges of
violations of the MPA, and to impose sanctions as provided by the Act.

2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**

   Respondent is represented by legal counsel in this matter and has had ample opportunity to
   review this Agreement, the formal Complaint filed in this matter and the related factual basis with
   said legal counsel, Hal Taylor, Esq. Respondent covenants and agrees that he enters into this
   Agreement knowingly, willingly and intelligently.

3. **Waiver of Rights.** Respondent knowingly, willingly and intelligently waives all
   rights arising under or pursuant to the United States Constitution, the Constitution of the State of
   Nevada, the MPA, NRS Chapter 233B, and any other statutory rights that may be available to him
   or that may apply to him in connection with the proceedings on the formal Complaint filed herein,
   defense to the formal Complaint and the adjudication of the charges in the formal Complaint.
Respondent agrees that the matter of the formal Complaint herein may be settled and resolved in accordance with this Agreement without a hearing or any further proceedings, and without the right to judicial review. In the event this Agreement is not approved by the Board, this Agreement shall have no force and effect and shall be void ab initio, and Respondent shall have all rights arising under or pursuant to the United States Constitution, the Constitution of the State of Nevada, the MPA, NRS Chapter 233B, and any other statutory rights that may be available to him or that may apply to him in connection with the proceeding on the formal Complaint filed herein.

4. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary proceedings pending against him without any further costs and expense of providing a defense to the formal Complaint, Respondent hereby agrees that the Board may issue an Order finding that Respondent has engaged in conduct that is grounds for discipline pursuant to the Nevada Medical Practice Act (MPA), and agrees that:

   a. The Board may find that Respondent engaged in conduct that is grounds for discipline pursuant to the MPA, to wit: one count of administering, dispensing or prescribing any controlled substance, or any dangerous drug as defined in chapter 454 of NRS, to or for himself, except as authorized by law, a violation of NRS 630.306(3), as set forth in Count I of the formal Complaint;

   b. The Board shall order that Respondent’s license to practice medicine be suspended for a period of sixty (60) months, said suspension being stayed and Respondent being placed on probation for a period of sixty (60) months subject to all of the Settlement Agreement terms and conditions beginning on February 18, 2013 (the start date of Respondent’s monitoring in the Nevada Professionals Assistance Program (NPAP)). Thus, the end date of probation and Respondent’s participation in NPAP is February 18, 2018;

   c. Respondent shall fully and completely comply with any and all terms, conditions and requirements of NPAP. Any breach of any term, condition or requirement may result in further disciplinary action by the Board. Further, Respondent shall ensure that a monthly progress report of his status and participation in the NPAP program is provided to the Board;
d. The parties acknowledge that Respondent’s DEA registration as to controlled substances is currently suspended. Upon agreement with the DEA for re-registration to prescribe controlled substances, and subject to any terms and conditions imposed by the DEA and the Nevada State Board of Pharmacy on Respondent’s prescribing of schedule II to V controlled substances, Respondent will be allowed to prescribe schedule II to V controlled substances only to emergency room patients with whom he is in a bona fide doctor-patient relationship and based upon medical necessity, until further order of this Board;

e. Respondent shall monthly run the Nevada State Board of Pharmacy Prescription Monitoring Program profile of his prescribing practices. Respondent shall run and maintain those profile reports for the entire duration of the term of probation contained herein. Those profile reports shall be available upon request by the Board;

f. Respondent shall receive a public reprimand;

g. Respondent shall complete forty (40) hours or five (5) full eight hour days of Continuing Medical Education (CME) related to signs and symptoms of addiction and/or pain management. All CMEs shall be in-person. The forty (40) hours or five (5) full eight hour days of CME shall be in addition to the CME requirements that are regularly imposed upon Respondent as a condition of licensure in the State of Nevada and shall be completed within one (1) year of the Board’s acceptance and approval of this Agreement;

h. Respondent shall perform forty (40) hours of community service in a medically related field within one (1) year of the Board’s acceptance and approval of this Agreement;

i. Pursuant to NRS 622.400, Respondent shall reimburse the Board the sum of $1,230.06, the current amount of the costs incurred by the Board to investigate and prosecute this matter and all underlying matters, along with the costs to conclude the matter, if any. The costs shall be paid to the Board within thirty (30) days of the Board’s acceptance and approval of this Agreement;

j. Respondent shall pay a fine of $1,000.00 to the Board within thirty (30) days of the Board’s acceptance and approval of this Agreement;
k. Respondent shall remain in compliance with all state and federal laws pertaining to the practice of medicine and the prescribing, administering or dispensing of any dangerous drug or controlled substance; and,

l. The terms of this Agreement shall be reported as required by law.

5. **Release From Liability.** In execution of this Agreement, the Respondent, for himself, his executors, successors and assigns, hereby releases and forever discharges the State of Nevada, the Board, the Nevada Attorney General, and each of their members, agents and employees in their representative capacities, and in their individual capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this Agreement or its administration.

6. **Procedure of Adoption of Agreement.** The IC and counsel for the IC shall recommend approval and adoption of the terms, covenants and conditions contained herein by the Board in resolution of the formal Complaint pending herein against Respondent. In the course of seeking Board approval, adoption and/or acceptance of this Agreement, counsel for the IC may communicate directly with the Board staff and members of the panel of the Board who would adjudicate this case if it were to go to hearing.

Respondent acknowledges that such contacts and communication may be made or conducted ex parte, without notice or opportunity to be heard on his part, or on the part of his counsel, if any, until the public Board meeting where this Agreement is discussed, and that such contacts and communications may include, but not be limited to, matters concerning this Agreement, the formal Complaint, and any and all information of every nature whatsoever related to the formal Complaint or the proceedings herein against Respondent. The IC and its counsel agree that Respondent and/or his counsel, if any, may appear at the Board meeting where this Agreement is discussed, and if requested, respond to any questions that may be addressed to the IC or its counsel.
7. **Effect of Acceptance of Agreement by Board.** In the event the Board approves, accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the IC will cause to be entered herein the Board’s order accepting, adopting and approving this Settlement Agreement, ordering full compliance with the terms herein and ordering that this case be closed, subject to the provisions in Paragraph 4.

8. **Effect of Rejection of Agreement by Board.** In the event the Board does not approve, accept and adopt the terms, covenants and conditions set out in this Agreement, this Agreement shall be null, void, and of no further force and effect except as to the following covenant and agreement regarding disqualification of adjudicating Board panel members. Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing that occurs pursuant to the efforts of the IC or its counsel to seek acceptance and adoption of this Agreement by the Board shall disqualify any member of the adjudicating panel of the Board from considering the charges against Respondent and participating in the disciplinary proceeding in any role, including adjudication of the case. Respondent further agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

9. **Binding Effect.** If this Agreement is approved by the Board, Respondent covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent and the IC which contract may be enforced in a court or tribunal having jurisdiction. Further, this Settlement Agreement and Order shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, personal representatives, assigns and successors in interest of each party.

10. **Forum Selection Clause.** Respondent covenants and agrees that in the event either party is required to seek enforcement of this Agreement in the district court, he consents to such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second Judicial District Court of the State of Nevada in and for the county of Washoe.
11. **Attorneys’ Fees and Costs.** Respondent covenants and agrees that in the event an action is commenced in the district court to enforce any provision of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys’ fees.

12. **Failure to Comply With Terms.** In the event the Board enters its order approving this Agreement, should Respondent fail to comply with the terms recited herein, the Board would then have grounds, after notice and a hearing, to take disciplinary action against Respondent, including but not limited to, potential revocation of Respondent’s license to practice medicine in the State of Nevada and/or any other discipline authorized by the MPA. In addition, Respondent shall be subject to the discipline outlined herein for a violation of an order of the Board in accordance with NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the Board for monies agreed to be paid as a condition of settlement may subject Respondent to civil collection efforts.

Dated this 17th day of May, 2013. Dated this 14th day of May, 2013.

By: Bradley O. Van Ry, Esq.
Attorney for the Investigative Committee

By: Hal Taylor, Esq.
Attorney for Respondent

UNDERSTOOD AND AGREED:

Thomas Joe Sanders, M.D., Respondent
IT IS HEREBY ORDERED that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 7th day of June 2013, with the final total amount of costs due of $1,230.06.

Benjamin J. Rodriguez, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS