

1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**  
2 **OF THE STATE OF NEVADA**

3 \* \* \* \* \*

4  
5  
6 **In the Matter of Charges and** )

**Case No. 13-9584-1**

7 **Complaint Against** )

**FILED**

8 **THOMAS JOE SANDERS, M.D.,** )

**JUN - 7 2013**

9 **Respondent.** )  
10 )  
11 )

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS  
By: 

12 **SETTLEMENT AGREEMENT**

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

19 **WHEREAS**, on May 15, 2013, the Board's IC filed a formal Complaint in the above  
20 referenced matter charging Respondent with engaging in conduct that is grounds for discipline  
21 pursuant to the Medical Practice Act (MPA), Nevada Revised Statutes (NRS) Chapter 630, and  
22 Nevada Administrative Code (NAC), Chapter 630 to wit: Count I, one count of administering,  
23 dispensing or prescribing any controlled substance, or any dangerous drug as defined in chapter  
24 454 of NRS, to or for himself, except as authorized by law, a violation of NRS 630.306(3);

25 **WHEREAS**, Respondent has received a copy of the formal Complaint, reviewed it,  
26 understands it, and has had ample opportunity to consult with his counsel concerning the nature  
27 and significance of the formal Complaint. Respondent is fully aware concerning his rights and  
28 defenses to the formal Complaint, as well as the possible sanctions that may be imposed if the

1 Board finds and concludes that he has engaged in conduct that is grounds for discipline pursuant to  
2 the MPA;

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

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

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

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

19       **2.       Representation by Counsel/Knowing, Willing and Intelligent Agreement.**  
20 Respondent is represented by legal counsel in this matter and has had ample opportunity to  
21 review this Agreement, the formal Complaint filed in this matter and the related factual basis with  
22 said legal counsel, Hal Taylor, Esq. Respondent covenants and agrees that he enters into this  
23 Agreement knowingly, willingly and intelligently.

24       **3.       Waiver of Rights.** Respondent knowingly, willingly and intelligently waives all  
25 rights arising under or pursuant to the United States Constitution, the Constitution of the State of  
26 Nevada, the MPA, NRS Chapter 233B, and any other statutory rights that may be available to him  
27 or that may apply to him in connection with the proceedings on the formal Complaint filed herein,  
28 defense to the formal Complaint and the adjudication of the charges in the formal Complaint.

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

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

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

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

25 c. Respondent shall fully and completely comply with any and all terms,  
26 conditions and requirements of NPAP. Any breach of any term, condition or requirement may  
27 result in further disciplinary action by the Board. Further, Respondent shall ensure that a monthly  
28 progress report of his status and participation in the NPAP program is provided to the Board;

1           d.       The parties acknowledge that Respondent's DEA registration as to controlled  
2 substances is currently suspended. Upon agreement with the DEA for re-registration to prescribe  
3 controlled substances, and subject to any terms and conditions imposed by the DEA and the Nevada  
4 State Board of Pharmacy on Respondent's prescribing of schedule II to V controlled substances,  
5 Respondent will be allowed to prescribe schedule II to V controlled substances only to emergency  
6 room patients with whom he is in a bona fide doctor-patient relationship and based upon medical  
7 necessity, until further order of this Board;

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

12           f.       Respondent shall receive a public reprimand;

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

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

21           i.       Pursuant to NRS 622.400, Respondent shall reimburse the Board the sum of  
22 \$1,230.06, the current amount of the costs incurred by the Board to investigate and prosecute this  
23 matter and all underlying matters, along with the costs to conclude the matter, if any. The costs  
24 shall be paid to the Board within thirty (30) days of the Board's acceptance and approval of this  
25 Agreement;

26           j.       Respondent shall pay a fine of \$1,000.00 to the Board within thirty (30)  
27 days of the Board's acceptance and approval of this Agreement;

28 ///

1 k. Respondent shall remain in compliance with all state and federal laws  
2 pertaining to the practice of medicine and the prescribing, administering or dispensing of any  
3 dangerous drug or controlled substance; and,

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

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

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

19 Respondent acknowledges that such contacts and communication may be made or  
20 conducted ex parte, without notice or opportunity to be heard on his part, or on the part of his  
21 counsel, if any, until the public Board meeting where this Agreement is discussed, and that such  
22 contacts and communications may include, but not be limited to, matters concerning this  
23 Agreement, the formal Complaint, and any and all information of every nature whatsoever related  
24 to the formal Complaint or the proceedings herein against Respondent. The IC and its counsel  
25 agree that Respondent and/or his counsel, if any, may appear at the Board meeting where this  
26 Agreement is discussed, and if requested, respond to any questions that may be addressed to the IC  
27 or its counsel.

28

1           7.     **Effect of Acceptance of Agreement by Board.** In the event the Board approves,  
2 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the  
3 IC will cause to be entered herein the Board's order accepting, adopting and approving this  
4 Settlement Agreement, ordering full compliance with the terms herein and ordering that this case  
5 be closed, subject to the provisions in Paragraph 4.

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

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

22           10.    **Forum Selection Clause.** Respondent covenants and agrees that in the event either  
23 party is required to seek enforcement of this Agreement in the district court, he consents to such  
24 jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the  
25 Second Judicial District Court of the State of Nevada in and for the county of Washoe.

26     ///

27     ///


28     ///


1           **11. Attorneys' Fees and Costs.** Respondent covenants and agrees that in the event an  
2 action is commenced in the district court to enforce any provision of this Agreement, the  
3 prevailing party shall be entitled to recover costs and reasonable attorneys' fees.


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

13 Dated this 17<sup>th</sup> day of May, 2013.

Dated this 14<sup>th</sup> day of May, 2013.

14  
15  
16 By:   
17 Bradley O. Van Ry, Esq.  
18 Attorney for the Investigative Committee

By:   
Hal Taylor, Esq.  
Attorney for Respondent

19 UNDERSTOOD AND AGREED:  
20  
21   
22 Thomas Joe Sanders, M.D., Respondent  
23  
24  
25  
26  
27  
28

1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the  
2 Nevada State Board of Medical Examiners on the 7<sup>th</sup> day of June 2013, with the final total amount of  
3 costs due of \$1,230.06.

4 

5 \_\_\_\_\_  
6 Benjamin J. Rodriguez, M.D., President  
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28