

read and understands the terms and conditions stated herein, and that this Agreement has been reviewed and discussed with him and his legal counsel.

PARTIES' AGREEMENT AND STIPULATIONS

Plaintiff, Defendant and the Board staff stipulate and agree as follows:

Findings of Fact

1. The Board is a duly authorized agency of the State of Oklahoma empowered to license and oversee the activities of physicians and surgeons in the State of Oklahoma pursuant to 59 Okla. Stat. §480 *et seq.* The Board has jurisdiction over this matter, and notice has been given in all respects in accordance with law and the rules of the Board.

2. Defendant, Thomas F. Algeo, M.D., holds Oklahoma license no. 13857.

3. On or about October 15, 2002, Patient JWW, a resident of the state of South Carolina, contacted LifeForce Medical Clinic ("LifeForce"), a company that employs physicians to write prescriptions for patients over the Internet, regarding obtaining drugs, including controlled dangerous substances. On or about November 12, 2002, LifeForce faxed Patient JWW's patient questionnaire and laboratory report to Defendant for his review. On or about November 14, 2002, Defendant prescribed Testosterone Cypionate gel, a controlled dangerous substance, Human Chorionic Gonadotropin ("HCG"), and 60 disposable syringes to Patient JWW, with six (6) refills each. Defendant faxed his written prescriptions to LifeForce, which then arranged to have the prescriptions filled at various Internet pharmacies. Defendant admits that he did not talk to or examine Patient JWW, but only reviewed forms filled out by the patient and lab work forwarded by LifeForce.

4. On or about November 7, 2002, Patient ADW, a resident of the state of Arizona, contacted LifeForce regarding obtaining drugs over the Internet. On or about November 17, 2002, LifeForce faxed Patient ADW's patient questionnaire to Defendant for his review. On or about November 18, 2002, Defendant prescribed Human Growth Hormone and syringes to Patient ADW. Defendant faxed his written prescriptions to LifeForce, which then arranged to have the prescriptions filled at various Internet pharmacies. Defendant admits that he did not talk to or examine Patient ADW, but only reviewed forms filled out by the patient and forwarded by LifeForce.

5. On or about January 3, 2003, Patient PSW, whose residency is unknown, contacted LifeForce regarding obtaining drugs over the Internet. On or about January 3, 2003, LifeForce faxed Patient PSW's lab report to Defendant for his review. On or about January 6, 2003, Defendant prescribed Armour Thyroid 120 mg. to Patient PSW. Defendant faxed his written prescription to LifeForce, which then arranged to have the prescription filled at an

Internet pharmacy. Defendant admits that he did not talk to or examine Patient PSW, but only reviewed the lab report forwarded by LifeForce.

6. On or about March 1, 2003, Patient JWW2, a resident of Cancun, Mexico, contacted LifeForce regarding obtaining drugs, including controlled dangerous substances over the Internet. On or about March 1, 2003, LifeForce faxed Patient JWW2's patient questionnaire to Defendant for his review. On or about March 13, 2003, Defendant prescribed Testosterone Cypionate for injection, HCG, Human Growth Hormone for injection, and numerous syringes to Patient JWW2. Defendant faxed his written prescriptions to LifeForce, which then arranged to have the prescriptions filled at various Internet pharmacies. Defendant admits that he did not examine Patient JWW2, but only reviewed forms filled out by the patient and forwarded by LifeForce.

7. On or before February 2, 2003, Patient RKW, whose residency is unknown, contacted LifeForce about obtaining drugs, including controlled dangerous substances, over the Internet. On or about March 10, 2003, LifeForce faxed Patient RKW's patient questionnaire and lab report to Defendant for his review. On or about March 13, 2002, Defendant prescribed Testosterone Cypionate and syringes to Patient RKW. Defendant faxed his written prescriptions to LifeForce, which then arranged to have the prescriptions filled at various Internet pharmacies. Defendant admits that he did not talk to or examine Patient RKW, but only reviewed forms filled out by the patient and lab work forwarded by LifeForce.

8. On or about March 11, 2003, Patient RWW, whose residency is unknown, contacted LifeForce about obtaining drugs, including controlled dangerous substances, over the Internet. On or about March 14, 2003, LifeForce faxed Patient RWW's patient questionnaire and lab report to Defendant for his review. On or about March 26, 2003, Defendant prescribed Testosterone Cypionate, HCG, Human Growth Hormone, and numerous syringes to Patient RWW. Defendant faxed his written prescriptions to LifeForce, which then arranged to have the prescriptions filled at various Internet pharmacies. Defendant admits that he did not talk to or examine Patient RWW, but only reviewed forms filled out by the patient and lab work forwarded by LifeForce.

9. On or about December 16, 2002, Patient VCW, a resident of Ontario, Canada, contacted LifeForce about obtaining drugs over the Internet. On or about January 3, 2003, LifeForce faxed Patient VCW's patient questionnaire to Defendant for his review. On or about January 6, 2003, Defendant prescribed Human Growth Hormone and syringes to Patient VCW. Defendant faxed his written prescriptions to LifeForce, which then arranged to have the prescriptions filled at various Internet pharmacies. Defendant admits that he did not talk to or examine Patient VCW, but only reviewed forms filled out by the patient and forwarded by LifeForce.

10. On or about February 1, 2003, Patient ESW, whose residency is unknown, contacted LifeForce about obtaining drugs over the Internet. On or about February 5, 2003, LifeForce faxed Patient ESW's patient questionnaire to Defendant for his review. On or about February 13, 2003, Defendant prescribed Human Growth Hormone and syringes, with six (6)

refills, to Patient ESW. Defendant faxed his written prescriptions to LifeForce, which then arranged to have the prescriptions filled at various Internet pharmacies. Defendant admits that he did not talk to or examine Patient ESW, but only reviewed forms filled out by the patient and forwarded by LifeForce.

11. On or about January 13, 2003, Patient GSW, whose residency is unknown, contacted LifeForce about obtaining drugs over the Internet. On or about January 13, 2003, LifeForce faxed Patient GSW's patient questionnaire to Defendant for his review. On or about January 15, 2003, Defendant prescribed Human Growth Hormone and syringes, with three (3) refills, to Patient GSW. Defendant faxed his written prescriptions to LifeForce, which then arranged to have the prescriptions filled at various Internet pharmacies. Defendant admits that he did not talk to or examine Patient GSW, but only reviewed forms filled out by the patient and forwarded by LifeForce.

12. On or about November 11, 2002, Patient CMW, a resident of the state of New York, contacted LifeForce about obtaining drugs over the Internet. On or about November 12, 2002, LifeForce faxed Patient CMW's patient questionnaire to Defendant for his review. On or about November 14, 2002, Defendant prescribed Human Growth Hormone and syringes, with six (6) refills, to Patient CMW. Defendant faxed his written prescriptions to LifeForce, which then arranged to have the prescriptions filled at various Internet pharmacies. Defendant admits that he did not talk to or examine Patient CMW, but only reviewed forms filled out by the patient and forwarded by LifeForce.

13. On or about October 14, 2002, Patient MHW, a resident of the state of Indiana, contacted LifeForce about obtaining drugs, including controlled dangerous substances over the Internet. On or about November 12, 2002, LifeForce faxed Patient MHW's patient questionnaire and lab report to Defendant for his review. On or about November 14, 2002, Defendant prescribed HCG, Testosterone Cypionate and syringes, with six (6) refills, to Patient MHW. Defendant faxed his written prescriptions to LifeForce, which then arranged to have the prescriptions filled at various Internet pharmacies. Defendant admits that he did not talk to or examine Patient MHW, but only reviewed forms filled out by the patient and lab reports forwarded by LifeForce.

14. On or about October 28, 2002, Patient GGW, a resident of the state of California, contacted LifeForce about obtaining drugs, including controlled dangerous substances over the Internet. On or about November 12, 2002, LifeForce faxed Patient GGW's patient questionnaire and lab report to Defendant for his review. On or about November 14, 2002, Defendant prescribed HCG, Testosterone Cypionate and syringes, with six (6) refills, to Patient GGW. Defendant faxed his written prescriptions to LifeForce, which then arranged to have the prescriptions filled at various Internet pharmacies. Defendant admits that he did not talk to or examine Patient GGW, but only reviewed forms filled out by the patient and lab reports forwarded by LifeForce.

15. Defendant admits that with respect to each of the patients set forth above, that he was paid twenty-five dollars (\$25.00) per consultation by LifeForce. Defendant further admits that he never disapproved any request for a prescription by LifeForce.

16. Defendant is guilty of unprofessional conduct in that he:

A. Engaged in dishonorable or immoral conduct which is likely to deceive, defraud or harm the public in violation of 59 O.S. §509(9) and OAC 435:10-7-4(11).

B. Violated any provision of the medical practice act or the rules and regulations of the Board or of an action, stipulation, or agreement of the Board in violation of 59 O.S. §509(14) and OAC 435:10-7-4(39).

C. Prescribed or administered a drug or treatment without sufficient examination and the establishment of a valid physician patient relationship in violation of 59 O.S. §509(13).

D. Failed to maintain an office record for each patient which accurately reflects the evaluation, treatment and medical necessity of treatment of the patient in violation of 59 O.S. §509(19).

E. Engaged in indiscriminate or excessive prescribing, dispensing or administering of Controlled or Narcotic drugs in violation of OAC 435:10-7-4(1).

F. Engaged in gross or repeated negligence in the practice of medicine and surgery in violation of OAC 435:10-7-4(15).

G. Directly or indirectly gave or received any fee, commission, rebate, or other compensation for professional services not actually and personally rendered in violation of OAC 435:10-7-4(30).

H. Prescribed a controlled substance without medical need in accordance with published standards in violation of 59 O.S. §509(17) and OAC 435:10-7-4(2) and (6).

I. Violated a state or federal law or regulation relating to controlled substances in violation of OAC 435:10-7-4(27), 63 O.S. §2-404, OAC 475:30-1-4 and OAC 475:25-1-3.

J. Engaged in improper management of medical records in violation of OAC 435:10-7-4(36).

K. Failed to provide a proper setting and assistive personnel for medical acts, including, but not limited to examination, surgery, or other treatment in violation of OAC 435:10-7-4(41). Adequate medical records to support treatment or prescribed medications must be produced and maintained.

L. Has utilized his Oklahoma license for practice in another state, territory, district or federal facility and has violated any laws in the state in which he is practicing or any federal, territorial or district laws that are in effect in the location in which he is using his Oklahoma license to practice in violation of OAC 435:10-7-4(46).

Conclusions of Law

1. The Board has jurisdiction and authority over the Defendant and subject matter herein pursuant to the Oklahoma Allopathic Medical and Surgical Licensure and Supervision Act (the "Act") and its applicable regulations. The Board is authorized to enforce the Act as necessary to protect the public health, safety and welfare.

2. Defendant, Thomas F. Algeo, M.D., Oklahoma medical license 13857, is guilty of unprofessional conduct set forth below based on the foregoing facts:

A. Engaged in dishonorable or immoral conduct which is likely to deceive, defraud or harm the public in violation of 59 O.S. §509(9) and OAC 435:10-7-4(11).

B. Violated any provision of the medical practice act or the rules and regulations of the Board or of an action, stipulation, or agreement of the Board in violation of 59 O.S. §509(14) and OAC 435:10-7-4(39).

C. Prescribed or administered a drug or treatment without sufficient examination and the establishment of a valid physician patient relationship in violation of 59 O.S. §509(13).

D. Failed to maintain an office record for each patient which accurately reflects the evaluation, treatment and medical necessity of treatment of the patient in violation of 59 O.S. §509(19).

E. Engaged in indiscriminate or excessive prescribing, dispensing or administering of Controlled or Narcotic drugs in violation of OAC 435:10-7-4(1).

F. Engaged in gross or repeated negligence in the practice of medicine and surgery in violation of OAC 435:10-7-4(15).

G. Directly or indirectly gave or received any fee, commission, rebate, or other compensation for professional services not actually and personally rendered in violation of OAC 435:10-7-4(30).

H. Prescribed a controlled substance without medical need in accordance with published standards in violation of 59 O.S. §509(17) and OAC 435:10-7-4(2) and (6).

I. Violated a state or federal law or regulation relating to controlled substances in violation of OAC 435:10-7-4(27), 63 O.S. §2-404, OAC 475:30-1-4 and OAC 475:25-1-3.

J. Engaged in improper management of medical records in violation of OAC 435:10-7-4(36).

K. Failed to provide a proper setting and assistive personnel for medical acts, including, but not limited to examination, surgery, or other treatment in violation of OAC 435:10-7-4(41). Adequate medical records to support treatment or prescribed medications must be produced and maintained.

L. Has utilized his Oklahoma license for practice in another state, territory, district or federal facility and has violated any laws in the state in which he is practicing or any federal, territorial or district laws that are in effect in the location in which he is using his Oklahoma license to practice in violation of OAC 435:10-7-4(46).

Order

IT IS THEREFORE ORDERED by the Oklahoma State Board of Medical Licensure and Supervision as follows:

1. The Board *en banc* hereby adopts the agreement of the parties in this Voluntary Submittal to Jurisdiction.

2. The license of Defendant, Thomas F. Algeo, M.D., Oklahoma license no. 13857, is hereby **SUSPENDED** for a period of sixty (60) days beginning November 20, 2003 and continuing until January 19, 2004.

3. Pursuant to the parties' voluntary agreement and submittal to jurisdiction, Defendant shall be placed on **PROBATION** for a period of five (5) years following his suspension under the following terms and conditions:

A. —Defendant will conduct his practice in compliance with the Oklahoma Allopathic Medical and Surgical Licensure and Supervision Act as interpreted by the Oklahoma State Board of Medical Licensure and Supervision. Any question of interpretation regarding said Act shall be submitted in writing to the Board and no action based on the subject of the question will be taken by Defendant until clarification of interpretation is received by Defendant from the Oklahoma State Board of Medical Licensure and Supervision.

B. Upon request of the Board Secretary, Defendant will request all hospitals in which he anticipates practicing to furnish to the Board Secretary of the Oklahoma State Board of Medical Licensure and Supervision a written statement regarding monitoring of his practice while performing services in or to that hospital.

C. Defendant will furnish to each and every state in which he holds licensure or applies for licensure and hospitals, clinics or other institutions in which he holds or anticipates holding any form of staff privilege or employment, a copy of the Board Order stipulating sanctions imposed by the Oklahoma State Board of Medical Licensure and Supervision.

D. Defendant will not supervise allied health professionals for whom a formal supervisory arrangement is required under Oklahoma law, e.g., physician assistants or advanced registered nurse practitioners.

E. Defendant will keep duplicate, serially numbered prescriptions of all substances readily retrievable, in numerical order and will furnish copies to investigators or other authorized agents of the Board immediately upon request.

F. Defendant will not prescribe, administer or dispense any medications to any patients not seen at his place of employment.

G. Defendant will not prescribe, administer or dispense any medications for personal use or for that of any family member.

H. Defendant will take no medication except that which is

authorized by a physician treating him for a legitimate medical need. Defendant has the affirmative duty to inform any and every doctor treating him of the Board Order immediately upon initiation, or continuation of treatment.

I. Defendant will keep the Oklahoma State Board of Medical Licensure and Supervision informed of his current address.

J. Defendant will keep current payment of all assessments by the Oklahoma State Board of Medical Licensure and Supervision for prosecution, investigation and monitoring of his case, which shall include but is not limited to a one hundred dollar (\$100.00) per month fee during the term of probation, unless Defendant affirmatively obtains a deferment of all or part of said fees upon presentation of evidence that is acceptable to the Board Secretary.

K. Until such time as all indebtedness to the Oklahoma State Board of Medical Licensure and Supervision has been satisfied, Defendant will reaffirm said indebtedness in any and all bankruptcy proceedings.


L. Defendant shall make himself available for one or more personal appearances before the Board or its designee upon request.

M. Defendant shall submit any required reports and forms on a timely and prompt basis to the Compliance Coordinator or designee.

N. Failure to meet any of the terms of this Board Order will constitute cause for the Board to initiate additional proceedings to suspend, revoke or modify Defendant's license after due notice and hearing.

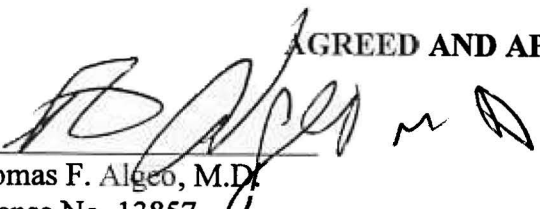
4. Defendant's suspension will be lifted, and his license will be reinstated only upon payment in full of all costs and expenses incurred by the State of Oklahoma prior to November 21, 2003.

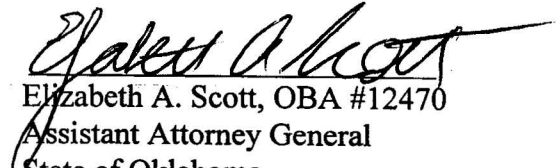
Dated this 20 day of November, 2003.




Eric Frische, M.D., President
Oklahoma State Board of
Medical Licensure and Supervision

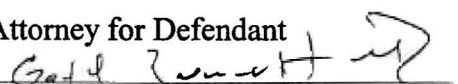
AGREED AND APPROVED


Thomas F. Algeo, M.D.
License No. 13857


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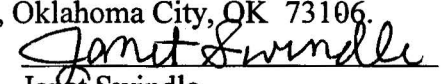
Attorney for the Oklahoma State
Board of Medical Licensure and
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1109 N. Francis
Oklahoma City, OK 73106

Attorney for Defendant

Gerald C. Zumwalt, M.D.
Secretary and Medical Director
Oklahoma State Board of Medical
Licensure and Supervision

CERTIFICATE OF MAILING

I certify that on the 25 day of November, 2003, I mailed a true and correct copy of the Order Accepting Voluntary Submittal to Jurisdiction to Chris Condren, Pierce, Couch, Hendrickson, Baysinger & Green, 1109 N. Francis, Oklahoma City, OK 73106.


Janet Swindle