

FILED DATE - MAY 01 2015

Department of Health

By Angel Sanders
Deputy Agency Clerk

STATE OF FLORIDA
BOARD OF MEDICINE

DEPARTMENT OF HEALTH,

Petitioner,

vs.

DOH CASE NO.: 2012-04248

LICENSE NO.: ME0103406

MARK ROBIN GEIER, M.D.,

Respondent.

FINAL ORDER

THIS CAUSE came before the BOARD OF MEDICINE (Board) pursuant to Sections 120.569 and 120.57(4), Florida Statutes, on April 10, 2015, in Deerfield Beach, Florida, for the purpose of considering a Settlement Agreement (attached hereto as Exhibit A) entered into between the parties in this cause. Upon consideration of the Settlement Agreement, the documents submitted in support thereof, the arguments of the parties, and being otherwise full advised in the premises, the Board rejected the Settlement Agreement and offered a Counter Settlement Agreement which Respondent was given 7 days to accept. By email dated April 28, 2015, Respondent's qualified representative timely accepted the Board's Counter Settlement Agreement on behalf of Respondent. The Counter Settlement Agreement incorporates the original Settlement Agreement with the following amendments:

1. The costs set forth in Paragraph 3 of the Stipulated Disposition shall be set at \$6,045.62.

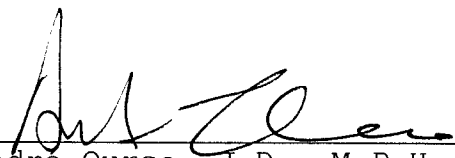
2. The requirement for the Florida CARES evaluation as set forth in Paragraph 5 of the Stipulated Disposition shall be deleted.

IT IS HEREBY ORDERED AND ADJUDGED that the Settlement Agreement as submitted be and is hereby approved and adopted in toto and incorporated herein by reference with the amendments set forth above. Accordingly, the parties shall adhere to and abide by all the terms and conditions of the Settlement Agreement as amended.

This Final Order shall take effect upon being filed with the Clerk of the Department of Health.

DONE AND ORDERED this 29 day of April, 2015.

BOARD OF MEDICINE



Andre Ourso, J.D., M.P.H., Executive Director
For James Orr, Jr., M.D., Chair

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order has been provided by U.S. Mail to MARK ROBIN GEIER, M.D., 14 Redgate Court, Silver Springs, Maryland

20905; to James M. Love, Esquire, Titus, Hills, et al., 3700
First Place Tower, 15 East Fifth Street, Tulsa, Oklahoma 74103;
and by interoffice delivery to Yolonda Green, Department of
Health, 4052 Bald Cypress Way, Bin #C-65, Tallahassee, Florida
32399-3253 this 1st day of May, 2015.

Bridget Sanders

Deputy Agency Clerk

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

DEPARTMENT OF HEALTH,

Petitioner,

v.

DOH Case No. 2012-04248

MARK ROBIN GEIER, M.D.,

Respondent.

SETTLEMENT AGREEMENT

Mark Robin Geier, M.D., referred to as the "Respondent," and the Department of Health, referred to as the "Department," stipulate and agree to the following Settlement Agreement and to the entry of a Final Order of the Board of Medicine, referred to as the "Board," incorporating the Stipulated Facts and Stipulated Disposition in this matter.

The Department is the state agency charged with regulating the practice of medicine pursuant to Section 20.43, Florida Statutes, and Chapters 456 and 458, Florida Statutes.

STIPULATED FACTS

1. At all times material hereto, Respondent was a licensed physician in the State of Florida having been issued license number ME 103406.
2. The Department charged Respondent with an Administrative Complaint that was filed and properly served upon Respondent alleging violations of Chapter 458, Florida Statutes, and the rules adopted pursuant thereto. A true and correct copy of the Administrative Complaint is attached hereto as Exhibit A.

3. For purposes of these proceedings, Respondent neither admits nor denies the allegations of fact contained in the Administrative Complaint.

STIPULATED CONCLUSIONS OF LAW

1. Respondent admits that, in his capacity as a licensed physician, he is subject to the provisions of Chapters 456 and 458, Florida Statutes, and the jurisdiction of the Department and the Board.

2. Respondent admits that the facts alleged in the Administrative Complaint, if proven, would constitute violations of Chapter 458, Florida Statutes.

3. Respondent agrees that the Stipulated Disposition in this case is fair, appropriate, and acceptable to Respondent.

STIPULATED DISPOSITION

1. **Reprimand** - The Board shall Issue a Reprimand against Respondent's license.

2. **Fine** - The Board shall impose an administrative fine of *one thousand five hundred dollars and zero cents (\$1,500.00)* against Respondent's license which Respondent shall pay to: Payments, Department of Health, Compliance Management Unit, Bin C-76, P.O. Box 6320, Tallahassee, FL 32314-6320, within thirty (30) days from the date of filing of the Final Order accepting this Settlement Agreement ("Final Order"). **All fines shall be paid by cashier's check or money order.** Any change in the terms of payment of any fine imposed by the Board **must be approved in advance by the Probation Committee of the Board.**

RESPONDENT ACKNOWLEDGES THAT THE TIMELY PAYMENT OF THE FINE IS HIS LEGAL OBLIGATION AND RESPONSIBILITY AND RESPONDENT AGREES TO CEASE PRACTICING IF THE FINE IS NOT PAID AS AGREED IN THIS SETTLEMENT AGREEMENT. SPECIFICALLY, IF RESPONDENT HAS NOT RECEIVED WRITTEN CONFIRMATION WITHIN 45 DAYS OF THE DATE OF FILING OF THE FINAL ORDER THAT THE FULL AMOUNT OF THE FINE HAS BEEN RECEIVED BY THE BOARD OFFICE, RESPONDENT AGREES TO CEASE PRACTICE UNTIL RESPONDENT RECEIVES SUCH WRITTEN CONFIRMATION FROM THE BOARD.

3. **Reimbursement of Costs** - Pursuant to Section 456.072, Florida Statutes, Respondent agrees to pay the Department for the Department's costs incurred in the investigation and prosecution of this case ("Department costs"). Such costs exclude the costs of obtaining supervision or monitoring of the practice, the cost of quality assurance reviews, any other costs Respondent incurs to comply with the Final Order, and the Board's administrative costs directly associated with Respondent's probation, if any. Respondent agrees that the amount of Department costs to be paid in this case is *four thousand four hundred ten dollars and eight cents (\$4,410.08)*, but shall not exceed *six thousand four hundred ten dollars and eight cents (\$6,410.08)*. Respondent will pay such Department costs to: Payments, Department of Health, Compliance Management Unit, Bin C-76, P.O. Box 6320, Tallahassee, FL 32314-6320, within thirty (30) days from the date of filing of the Final Order. **All costs shall be paid by cashier's check or money order.** Any change in

the terms of payment of costs imposed by the Board **must be approved in advance by the Probation Committee of the Board.**

RESPONDENT ACKNOWLEDGES THAT THE TIMELY PAYMENT OF THE COSTS IS HIS LEGAL OBLIGATION AND RESPONSIBILITY AND RESPONDENT AGREES TO CEASE PRACTICING IF THE COSTS ARE NOT PAID AS AGREED IN THIS SETTLEMENT AGREEMENT. SPECIFICALLY, IF RESPONDENT HAS NOT RECEIVED WRITTEN CONFIRMATION WITHIN 45 DAYS OF THE DATE OF FILING OF THE FINAL ORDER THAT THE FULL AMOUNT OF THE COSTS NOTED ABOVE HAS BEEN RECEIVED BY THE BOARD OFFICE, RESPONDENT AGREES TO CEASE PRACTICE UNTIL RESPONDENT RECEIVES SUCH WRITTEN CONFIRMATION FROM THE BOARD.

4. **Laws And Rules Course** - Within eighteen (18) months of the date of filing of the Final Order, Respondent shall complete the course "Legal and Ethical Implications in Medicine: Physician's Survival Guide - Laws and Rules" administered by the Florida Medical Association, or a Board-approved equivalent, and shall submit documentation of such completion, in the form of certified copies of the receipts, vouchers, certificates, or other official proof of completion, to the Board's Probation Committee.

5. **Physician Assessment** — Respondent shall not apply for a Florida medical license or petition the Board for reinstatement of his Florida medical license until such time as he undergoes an evaluation by one of the following: (i) the Florida Cares Program, (ii) the Center for Personalized Education for Physicians ("CPEP"), or (iii) the

Federation of State Medical Boards and National Board of Medical Examiner's Post Licensure Assessment System, Institute for Physician Evaluation, and personally appears before the Board with said evaluation and the evaluator's recommendations. Upon review of the evaluation, the Board shall determine the conditions for reinstatement of Respondent's Florida medical license or issuance of a new Florida medical license to Respondent and may impose additional terms and conditions on Respondent's practice such as a period of probation with terms and conditions to be set at the time of reinstatement or issuance of a new license. The terms and conditions of any practice restrictions or probation shall be determined at such time as Respondent's license to practice medicine is reinstated or Respondent is issued a new medical license. Completion of this assessment shall not affect the terms required under any suspension previously imposed upon Respondent's Florida medical license.

STANDARD PROVISIONS

1. **Appearance** - Respondent is required to appear before the Board at the meeting of the Board where this Settlement Agreement is considered.
2. **No Force or Effect until Final Order** - It is expressly understood that this Settlement Agreement is subject to the approval of the Board and the Department. In this regard, the foregoing paragraphs (and only the foregoing paragraphs) shall have no force and effect unless the Board enters a Final Order incorporating the terms of this Settlement Agreement.
3. **Continuing Medical Education** - Unless otherwise provided in this Settlement Agreement Respondent shall first submit a written request to the Probation

Committee for approval prior to performance of any required continuing medical education ("CME") course(s). Respondent shall submit documentation to the Board's Probation Committee of having completed a CME course in the form of certified copies of the receipts, vouchers, certificates, or other papers, such as physician's recognition awards, documenting completion of this medical course within one (1) year of the filing of the Final Order in this matter. All such documentation shall be sent to the Board's Probation Committee, regardless of whether some or any of such documentation was provided previously during the course of any audit or discussion with counsel for the Department. CME hours required by this Agreement shall be in addition to those hours required for renewal of licensure. Unless otherwise approved by the Board's Probation Committee, such CME course(s) shall consist of a formal, live lecture format.

4. **Addresses** - Respondent must provide current residence and practice addresses to the Board. Respondent shall notify the Board in writing within ten (10) days of any changes of said addresses and shall also comply with all statutory requirements related to practitioner profile and licensure renewal updates.

5. **Future Conduct** - In the future, Respondent shall not violate Chapter 456, 458, or 893, Florida Statutes, or the rules promulgated pursuant thereto, or any other state or federal law, rule, or regulation relating to the practice or the ability to practice medicine. Prior to signing this Settlement Agreement, Respondent shall read Chapters 456, 458, and 893, Florida Statutes, and the Rules of the Board of Medicine at Chapter 64B8, Florida Administrative Code.

6. **Violation of Terms** - It is expressly understood that a violation of the terms of this Settlement Agreement shall be considered a violation of a Final Order of the Board, for which disciplinary action may be initiated pursuant to Chapters 456 and 458, Florida Statutes.

7. **Purpose of Agreement** - Respondent, for the purpose of avoiding further administrative action with respect to this cause, executes this Settlement Agreement. In this regard, Respondent authorizes the Board to review and examine all investigative file materials concerning Respondent prior to or in conjunction with consideration of the Settlement Agreement. Respondent agrees to support this Settlement Agreement at the time it is presented to the Board and shall offer no evidence, testimony, or argument that disputes or contravenes any stipulated fact or conclusion of law. Furthermore, should this Settlement Agreement not be accepted by the Board, it is agreed that presentation to and consideration of this Settlement Agreement and other documents and matters by the Board shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration or resolution of these proceedings.

8. **No Preclusion Of Additional Proceedings** - Respondent and the Department fully understand that this Settlement Agreement and subsequent Final Order will in no way preclude additional proceedings by the Board and/or the Department against Respondent for acts or omissions not specifically set forth in the Administrative Complaint attached as Exhibit A.

9. **Waiver Of Attorney's Fees And Costs** - Upon the Board's adoption of this Settlement Agreement, the parties hereby agree that with the exception of Department costs noted above, the parties will bear their own attorney's fees and costs resulting from prosecution or defense of this matter. Respondent waives the right to seek any attorney's fees or costs from the Department and the Board in connection with this matter.

10. **Waiver of Further Procedural Steps** - Upon the Board's adoption of this Settlement Agreement, Respondent expressly waives all further procedural steps and expressly waives all rights to seek judicial review of or to otherwise challenge or contest the validity of the Settlement Agreement and the Final Order of the Board incorporating said Settlement Agreement.

[Remainder of page intentionally left blank. Signatures appear on the following page.]

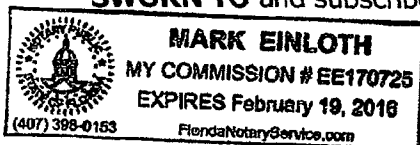
SIGNED this 18th day of Feb., 2015.

Mark Robin Geier
Mark Robin Geier, M.D.

STATE OF Florida }
COUNTY OF Palm Beach }

BEFORE ME personally appeared Mark Robin Geier, whose identity is known to me or who produced drivers license (type of identification) and who, under oath, acknowledges that his signature appears above.

SWORN TO and subscribed before me this 18 day of Feb., 2015.



[Signature]
NOTARY PUBLIC

My Commission Expires:

APPROVED this 18th day of February, 2015.

John H. Armstrong, MD, FACS
Surgeon General & Secretary of Health

Adams, Alicia E
Digitally signed by Adams, Alicia E
DN: cn=us, dc=fl, dc=state, dc=ad, dc=doh,
ou=Tallahassee Headquarters CCO, ou=Division of IT
Support, ou=Division of Medical Quality Assurance
(MQA), ou=Enforcement, ou=Prosec Svc,
ou=Prosecution Services Users, cn=Adams, Alicia E,
email=Alicia.Adams@health.fl.gov
Date: 2015.02.18 16:15:45 -0500

By: Alicia E. Adams, Esq.
Assistant General Counsel
Department of Health

STATE OF FLORIDA
DEPARTMENT OF HEALTH

DEPARTMENT OF HEALTH,

Petitioner,

v.

Case No. 2012-04248

MARK ROBIN GEIER, M.D.,

Respondent.

ADMINISTRATIVE COMPLAINT

Petitioner, Department of Health ("Petitioner" or "Department"), by and through its undersigned counsel, files this Administrative Complaint before the Board of Medicine ("Board") against Respondent, Mark Robin Geier, M.D. ("Respondent"), and in support thereof alleges:

1. Petitioner is the state agency charged with regulating the practice of medicine pursuant to Section 20.43, Florida Statutes (2012), and Chapters 456 and 458, Florida Statutes (2012).
2. At all times material to this Complaint, Respondent was licensed to practice as a physician in the State of Florida, having been issued license number ME 103406.

3. Respondent's address of record is 7162 North University Drive, Tamarac, Florida 33321.

4. A secondary address for Respondent is 14 Redgate Court, Silver Spring, Maryland 20905.

5. On or about February 20, 2012, Petitioner conducted a routine inspection of Prescription Depot, a licensed community pharmacy located in Tamarac, Florida.

6. During the inspection, H.G., a licensed pharmacist serving as the prescription department manager of Prescription Depot, informed Petitioner's inspector that Respondent performed all of the compounding at Prescription Depot.

7. H.G. further informed Petitioner's inspector that he did not know how to compound.

8. On or about December 30, 2011, Respondent compounded a lot of Leuprolide Acetate Powder ("December Lot").

9. Leuprolide is a man-made form of a hormone that over-stimulates the body's production of certain hormones, which causes that production to shut down temporarily. Leuprolide reduces the amount of testosterone in men or estrogen in women. Leuprolide is a legend drug.

10. On or about February 1, 2012, a portion of the December Lot was dispensed to patient Q.S., pursuant to a prescription written by Dr. D.C.

11. On or about February 8, 2012, a portion of the December Lot was dispensed to patients J.N. and I.T., pursuant to prescriptions written by Dr. G.D.

12. On or about February 8, 2012, a portion of the December Lot was dispensed to patient K.C., pursuant to a prescription written by Dr. J.Y.

13. On or about February 10, 2012, a portion of the December Lot was dispensed to patient M.B., pursuant to a prescription written by Dr. D.C.

14. On or about February 21, 2012, a portion of the December Lot was dispensed to patient M.C., pursuant to a prescription written by Dr. J.Y.

15. On or about February 28, 2012, a portion of the December Lot was dispensed to patients J.N. and I.T., pursuant to prescriptions written by Dr. G.D.

16. On or about January 19, 2012, Respondent compounded a lot of Leuprolide Acetate Powder ("January 19 Lot").

17. On or about February 8, 2012, a portion of the January 19 Lot was dispensed to patients B.R., J.L., V.M., S.K., T.L., W.H., S.G., S.M., D.M., R.M., D.N., and J.W., pursuant to prescriptions written by Dr. J.Y.

18. On or about February 8, 2012, a portion of the January 19 Lot was dispensed to patient G.R., pursuant to a prescription written by Dr. D.C.

19. On or about January 24, 2012, Respondent compounded a lot of Leuprolide Acetate Powder ("January 24 Lot").

20. On or about February 8, 2012, a portion of the January 24 Lot was dispensed to patients A.U., M.H., S.D., A.V., W.V., C.D., and M.K., pursuant to prescriptions written by Dr. J.Y.

21. On or about February 8, 2012, a portion of the January 24 Lot was dispensed to patients C.P., A.G., and G.Q., pursuant to prescriptions written by Dr. D.C.

22. On or about February 2, 2012, Respondent compounded a lot of Leuprolide Acetate Powder ("February 2 PF Lot").

23. On or about February 8, 2012, a portion of the February 2 PF Lot was dispensed to patient A.S., pursuant to a prescription written by Dr. J.Y.

24. On or about February 8, 2012, a portion of the February 2 PF Lot was dispensed to patients G.E. and A.E., pursuant to prescriptions written by Dr. D.C.

25. On or about February 21, 2012, a portion of the February 2 PF Lot was dispensed to patient M.C., pursuant to a prescription written by Dr. D.C.

26. On or about February 28, 2012, a portion of the February 2 PF Lot was dispensed to patient A.S., pursuant to a prescription written by Dr. J.Y.

27. On or about February 2, 2012, Respondent compounded a lot of Leuprolide Acetate Powder ("February 2 #1 Lot").

28. On or about February 8, 2012, a portion of the February 2 #1 Lot was dispensed to patient B.M., pursuant to a prescription written by Dr. D.C.

29. On or about February 8, 2012, a portion of the February 2 #1 Lot was dispensed to patient E.G., pursuant to a prescription written by Dr. J.Y.

30. On or about February 21, 2012, a portion of the February 2 #1 Lot was dispensed to patients N.V. and D.J., pursuant to prescriptions written by Dr. J.Y.

31. On or about February 21, 2012, a portion of the February 2 #1 Lot was dispensed to patient M.W., pursuant to a prescription written by Dr. D.C.

32. On or about February 28, 2012, a portion of the February 2 #1 Lot was dispensed to patients N.M. and M.S., pursuant to prescriptions written by Dr. J.Y.

33. Pursuant to Rule 64B16-27.700, Florida Administrative Code, "compounding" is the professional act by a pharmacist or other practitioner authorized by law, employing the science or art of any branch of the profession of pharmacy, incorporating ingredients to create a finished product for dispensing to a patient or for administration by a practitioner or the practitioner's agent....

34. Rule 64B16-27.700(1), Florida Administrative Code, further states that compounding includes:

- (a) The preparation of drugs or devices in anticipation of prescriptions based on routine, regularly observed prescribing patterns.
- (b) The preparation pursuant to a prescription of drugs or devices which are not commercially available.
- (c) The preparation of commercially available products from bulk when the prescribing practitioner has prescribed the compounded product on a per prescription basis and the patient has been made aware that the compounded product will be prepared by the pharmacist....

35. Respondent compounded Leuprolide Acetate Powder on or about December 30, 2011, January 19, 2012, January 24, 2012, and February 2, 2012.

36. Pursuant to Section 458.305(3), Florida Statutes (2011), the "practice of medicine" is defined as the diagnosis, treatment, operation, or prescription for any human disease, pain, injury, deformity, or other physical or mental condition.

37. Pursuant to Section 465.003(10), Florida Statutes (2011), a pharmacist is a person licensed pursuant to Chapter 465, Florida Statutes, to practice the profession of pharmacy.

38. Pursuant to Section 465.003(13), Florida Statutes (2011), the "practice of the profession of pharmacy" includes compounding, dispensing, and consulting concerning contents, therapeutic values, and uses of any medicinal drug; consulting concerning therapeutic values and interactions of patent or proprietary preparations, whether pursuant to prescriptions or in the absence and entirely independent of such prescriptions or orders; and other pharmaceutical services.

39. Compounding a medicinal drug is the practice of the profession of pharmacy and not the practice of the profession of medicine.

40. Pursuant to Rule 64B16-27.1001, Florida Administrative Code, those functions within the definition of the practice of the profession of pharmacy, as defined by Section 465.003(13), Florida Statutes, are specifically reserved to a pharmacist or a duly registered pharmacy intern in this state acting under the direct and immediate personal supervision of a pharmacist.

41. At all times material to this Complaint, Respondent was not licensed as a pharmacist in the State of Florida.

42. At all times material to this Complaint, Respondent was not licensed as a pharmacy technician in the State of Florida.

43. At all times material to this Complaint, Respondent was not duly registered as a pharmacy intern in the State of Florida.

44. Section 458.331(1)(v), Florida Statutes (2011), subjects a physician to discipline for practicing or offering to practice beyond the scope permitted by law or accepting and performing professional responsibilities which the licensee knows or has reason to know that he or she is not competent to perform.

45. Respondent violated Section 458.331(1)(v), Florida Statutes (2011), in one or more of the following ways:

- a. By compounding Leuprolide Acetate Powder on or about December 30, 2011, to be dispensed to patients pursuant to prescriptions written another physician;
- b. By compounding Leuprolide Acetate Powder on or about January 19, 2012, to be dispensed to patients pursuant to prescriptions written another physician;
- c. By compounding Leuprolide Acetate Powder on or about January 24, 2012, to be dispensed to patients pursuant to prescriptions written another physician; and
- d. By compounding Leuprolide Acetate Powder on or about February 2, 2012, to be dispensed to patients pursuant to prescriptions written another physician.


46. Based on the foregoing, Respondent violated Section 458.331(1)(v), Florida Statutes (2011), by practicing beyond the scope permitted by law.

WHEREFORE, Petitioner respectfully requests that the Board of Medicine enter an order imposing one or more of the following penalties: revocation or suspension of Respondent's license, imposition of an administrative fine,

placement of Respondent on probation, corrective action, remedial education, and/or any other relief that the Board deems appropriate.

SIGNED this 24th day of May, 2013.

John H. Armstrong, MD, FACS
Surgeon General & Secretary of Health



Alicia E. Adams, Esquire
Florida Bar No. 0065248
Assistant General Counsel
Department of Health,
Prosecution Services Unit
4052 Bald Cypress Way, Bin C-65
Tallahassee, Florida 32399-3265
(P) 850/245-4444, extension 8191
(F) 850/245-4684
(E) Alicia_Adams@doh.state.fl.us

FILED
DEPARTMENT OF HEALTH
DEPUTY CLERK
CLERK *Angel Sanders*
DATE MAY 28 2013

PCP Date: May 24, 2013

PCP Members: Mark Avila, M.D.; Donald Mullins

NOTICE OF RIGHTS

Respondent has the right to request a hearing to be conducted in accordance with Section 120.569 and 120.57, Florida Statutes, to be represented by counsel or other qualified representative, to present evidence and argument, to call and cross-examine witnesses and to have subpoena and subpoena duces tecum issued on his or her behalf if a hearing is requested.

NOTICE REGARDING ASSESSMENT OF COSTS

Respondent is placed on notice that Petitioner has incurred costs related to the investigation and prosecution of this matter. Pursuant to Section 456.072(4), Florida Statutes, the Board shall assess costs related to the investigation and prosecution of a disciplinary matter, which may include attorney hours and costs, on the Respondent in addition any other discipline imposed.