

**IN AND BEFORE THE OKLAHOMA STATE BOARD
OF MEDICAL LICENSURE AND SUPERVISION
STATE OF OKLAHOMA**

FILED

SEP 20 2013

OKLAHOMA STATE BOARD OF
MEDICAL LICENSURE & SUPERVISION

STATE OF OKLAHOMA)
EX REL. THE OKLAHOMA BOARD)
OF MEDICAL LICENSURE)
AND SUPERVISION,)

 Plaintiff,)

v.)

LYNN DEAN BAGGETT, M.D.)
LICENSE NO. 14448)

 Defendant.)

Case No. 03-08-2702

**ORDER TERMINATING PROBATION
UNDER TERMS OF AGREEMENT**

This matter came on for hearing before the Oklahoma State Medical Board of Licensure and Supervision on September 12, 2013, at the office of the Board, 101 N.E. 51st Street, Oklahoma City, Oklahoma, pursuant to notice given as required by law and rules of the Board. Defendant, Lynn Dean Baggett, M.D., appeared in person.

The Board *en banc* heard testimony, reviewed the Motion and being fully apprised of the premises, entered the following Findings of Fact, conclusions of Law, and Orders:

Findings of Fact

1. The Board *en banc* has jurisdiction over the subject matter herein, and notice has been given in all respects as required by law and rules of the Board.
2. On November 21, 2008, after a hearing before the Board *en banc*, the Board entered an Order Granting Reinstatement of License Under Terms of Probation.
3. Defendant is seeking to terminate the probation which commenced on November 21, 2009.
4. After hearing testimony the Board has determined that it is appropriate to terminate

Defendant's probation under terms of Agreement dated August 29, 2013 and made effective September 12, 2013. (A copy of said Agreement is attached hereto as Exhibit "A")

Conclusions of Law


1. The Board has jurisdiction to reinstate the license of a physician pursuant to 59 O.S. §508.1
2. The Board may impose practice parameters and other restrictions as necessary to protect the health, safety and welfare of the public under 59 O.S. §480 et seq. The Board may also modify, or remove entirely, previously placed restrictions.

Order

It is therefore **ORDERED** by the Board of Medical Licensure and Supervision as follows


1. Defendant's probation, the terms of which are described in the Order Granting Reinstatement of License Under Terms of Probation dated November 21, 2008, is hereby terminated under terms of Agreement dated August 29, 2013 and made effective September 12, 2013.

DATED this 20 day of September, 2013.


Gerald C. Zumwalt, M.D., Secretary
Oklahoma State Board Of Medical
Licensure And Supervision

Certificate of Mailing

This is to certify that on this 20th day of September, 2013, a true and correct copy of this Order was mailed, postage prepaid, to: Lynn Dean Baggett, M.D., 2517 Arlington Street, Apartment F, Ada, OK 74820.


Barbara J. Smith, Legal Assistant

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SEP 12 2013

OKLAHOMA STATE BOARD OF
MEDICAL LICENSURE & SUPERVISION

Plaintiff)

v.)

Case No. 03-08-2702

LYNN DEAN BAGGETT, M.D.,)
LICENSE NO. 14448,)

Defendant.)

AGREEMENT

This Agreement is entered into by and between Gerald C. Zumwalt, Secretary of the Oklahoma State Board of Medical Licensure and Supervision, and Lynn Baggett, MD., Defendant, pursuant to the authority of 59 O.S. §480 *et seq.* and Section 435:10-4-11 of the Oklahoma Administrative Code ("OAC").

Factual Stipulations and Acknowledgements

1. On or about November 6, 2008, this Board placed Defendant on probation for a period of five (5) years with said probation currently set to expire on November 6, 2013.
2. The conditions contained herein have been agreed upon in response to questions raised during the term of Defendant's probation concerning Defendant's attendance rate at the required weekly Caduceus meeting.
3. Defendant, by signing below, acknowledges and agrees that (i) Defendant is of sound mind and is not under the influence of, or impaired by, any medication or drug; (ii) Defendant has read and understands the terms of this agreement; (iii) Defendant understands that by entering into this agreement, Defendant has waived certain rights such as the right to a full hearing on the merits of this application; (iv) Defendant has agreed to and signed this agreement voluntarily; and (v) there are no verbal, written or other agreements or promises of any kind, including a

EXHIBIT "A"

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guarantee licensure, between Defendant and the Board or its staff which are not set out in this agreement.

4. The Board has jurisdiction over the subject matter herein pursuant to 59 Okla. Stat. §480 *et seq.* and the authority to approve the terms of the agreement entered into between the Board and the Defendant under 59 Okla. Stat. §492.1 and Section 435:10-4-11 of the OAC. Pursuant to OAC Section 435:10-4-11, this agreement shall **not** be considered by the Board to be a disciplinary action.

Agreements

5. In consideration of the mutual promises stated herein, the Board shall issue Defendant a license to practice as a physician and surgeon subject to the following terms and conditions:

Standard Terms:

- a) Defendant will conduct Defendant's practice in compliance with the Oklahoma Allopathic Medical and Surgical Licensure and Supervision Act as interpreted by the Board. Any question of interpretation regarding the Act or this Agreement 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 Board.
- b) Defendant will submit for analysis biological fluid specimens, including but not limited to, blood and urine, as well as hair follicle, upon request of the Board or its designee, and Defendant will pay the costs attendant thereto.
- c) Defendant will take no medication except that which is authorized by a physician treating Defendant for a legitimate medical need and only during that time in which he is being treated by the physician for that specific medical need. Defendant will have the affirmative duty to inform any and every doctor treating Defendant of this agreement prior to the commencement of, or continuation of presently ongoing, treatment.
- d) Defendant will have the affirmative duty not to ingest any other substance which will cause a body fluid sample to test positive for prohibited substances, including but not limited to alcohol.
- e) Upon request by the Board, its attorneys, investigators, compliance officers or other employees or agents, Defendant shall provide the Board

with a written statement as to his physical and mental health and treatment and the state of his scope of practice.

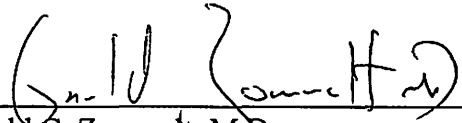
- f) Defendant will keep the Board informed of his current address.
- g) Defendant will execute releases of medical, counseling and psychiatric records for use by the Compliance Coordinator or other agents of the Board and will authorize the Compliance Coordinator or other agents of the Board to discuss Defendant's case with Defendant's treating physicians, counselors and/or other custodians of Defendant's records.
- h) Defendant will notify the Board or its designee of any relapse, including any entry, or re-entry, into an inpatient rehabilitation, assessment, or evaluation program and shall provide to the Board or its designee written authorization for any and all records associated with said treatment, assessment or evaluation.
- i) Defendant will notify the Board or its designee of any arrest or charge filed against him or her or of any conviction for driving under the influence or while intoxicated or involving alcohol or any other prohibited substance, or for any criminal offense involving substance abuse. This notification will include any complaint of intoxication or severe hangover at place of employment or while rendering health services.
- j) Any violation of the terms, conditions and requirements of this agreement shall constitute conclusive evidence of unprofessional or dishonorable conduct, which may result in disciplinary action, including suspension or revocation.
- k) The terms and conditions of this agreement shall be of a continuing nature until set aside or otherwise terminated by the Board either on the Board's own motion or upon motion of the Defendant.
- l) Defendant will furnish a copy of this agreement to each and every state in which he holds licensure or applies for licensure and to all hospitals, clinics or other facilities in which he holds or anticipates holding any form of staff privileges or employment.
- m) Defendant will keep current payment of all assessments by the Board for the investigation (if required) and monitoring of his agreement.
- n) Until such time as any and all indebtedness to the Board has been satisfied, Defendant will reaffirm said indebtedness in any and all bankruptcy proceedings.

- o) Defendant shall make himself available for one or more personal appearances before the Board or its designee upon request during the course of this agreement.
- p) Defendant will submit any required reports and forms on a timely, accurate and prompt basis to the Compliance Coordinator or designee.

Specific Terms:

- q) Defendant will maintain an attendance rate of seventy-five percent (75%) at a weekly Caduceus meeting.

Executed and agreed to this 29 day of Aug, 2013.



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



Lynn Dean Baggett, MD., Defendant