

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

FILED

STATE OF OKLAHOMA

JUL 25 2002

IN THE MATTER OF THE)
APPLICATION OF)
)
DAVID LEE SPIVEY, M.D.,)
)
FOR OKLAHOMA MEDICAL)
LICENSE)

OKLAHOMA STATE BOARD OF
MEDICAL LICENSURE & SUPERVISION

Application No. **23066**

AGREEMENT FOR LICENSURE

This Agreement for Licensure is entered into by and between Gerald C. Zumwalt, Secretary and Medical Director of the Oklahoma State Board of Medical Licensure and Supervision, and David Lee Spivey, M.D., Applicant, pursuant to the authority of 59 O.S. §480 et seq. and Section 435:10-4-11 of the Oklahoma Administrative Code.

FACTUAL STIPULATIONS AND ACKNOWLEDGEMENTS

1. Applicant has made application for licensure as a physician and surgeon in Oklahoma and has agreed to certain conditions upon which his license may be granted as set out more fully below.

2. The conditions have been agreed upon in response to questions raised during the application process concerning Applicant's fitness or ability to practice with reasonable skill and safety as a result of a history of substance abuse.

3. Applicant, by signing below, acknowledges and agrees that (i) Applicant is of sound mind and is not under the influence of, or impaired by, any medication or drug; (ii) Applicant has read and understands the terms of this agreement; (iii) Applicant understands that by entering into this agreement, Applicant has waived certain rights such as the right to a full hearing on the merits of this application; (iv) Applicant 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 guarantee licensure, between Applicant 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 Applicant under 59 Okla. Stat. §492.1 and Section 435:10-4-11 of the Oklahoma Administrative Code ("OAC"). Pursuant to OAC Section

PF
SE

435:10-4-11, this agreement shall not be considered by the Board to be a disciplinary action.

AGREEMENTS

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

1. Applicant will conduct Applicant'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 Applicant until clarification of interpretation is received by Applicant from the Board.
2. Applicant will submit for analysis biological fluid specimens, including but not limited to, blood and urine, upon request of the Board or its designee, and Applicant will pay the costs attendant thereto.
3. Applicant will not prescribe, administer or dispense any medications for personal use.
4. Applicant will take no medication except that which is authorized by a physician treating Applicant for a legitimate medical need. Applicant will have the affirmative duty to inform any and every doctor treating Applicant of this agreement prior to the commencement of, or continuation of presently ongoing, treatment.
5. Applicant 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.
6. Applicant will participate in and abide by his post care contracts with Rancho L'Abri and the Oklahoma Physicians Recovery Group. Copies of the post care contracts are attached hereto and incorporated herein.
7. Applicant will attend a minimum of one (1) meeting per week of the Physicians Recovery Group.
8. Applicant will attend a minimum of four (4) meetings per week of a local 12-Step program.
9. Applicant's practice shall be limited to his fellowship at the University of Oklahoma.

10. Upon request by the Board, its attorneys, investigators, compliance officers or other employees or agents, Applicant shall provide the Board with a written statement as to his physical and mental health and treatment and the state of his practice.

11. Applicant will keep the Board informed of his current address.

12. Applicant will execute releases of medical, counseling and psychiatric records for use by the Compliance Consultant or other agents of the Board and will authorize the Compliance Consultant or other agents of the Board to discuss Applicant's case with Applicant's treating physicians, counselors and/or other custodians of Applicant's records.

13. Applicant 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.

14. Applicant will notify the Board or its designee of any arrest or charge filed against him 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.

15. 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.

16. 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 Applicant.

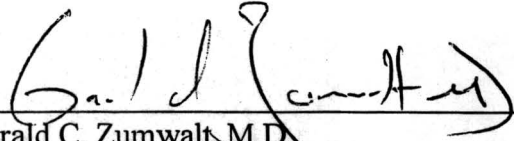
17. Applicant will furnish a copy of this agreement to each and every state in which he holds licensure or applies for licensure and to all hospitals, clinics or other facilities in which he holds or anticipates holding any form of staff privileges or employment.

18. Applicant will keep current payment of all assessments by the Board for the investigation and monitoring of his case.

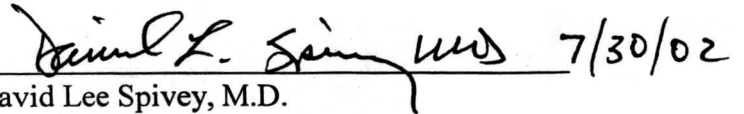
19. Until such time as all indebtedness to the Board has been satisfied, Applicant will reaffirm said indebtedness in any and all bankruptcy proceedings.

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

Executed and agreed to this 25 day of July, 2002.



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



David Lee Spivey, M.D.
Applicant