



### **Agreements and Stipulations**

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

1. This Board is the duly authorized State agency empowered to license and oversee the activities of physical therapists in the State of Oklahoma pursuant to the Oklahoma Allopathic Medical and Surgical Licensure and Supervision Act, 59 O.S. 2011 & Supp. 2013, §§ 480-518.1.
2. The Defendant holds Oklahoma Medical License No. 29758.

### **Current Allegations of Unprofessional Conduct**

#### **History with the Board**

3. On June 27, 2013, the Defendant voluntarily entered into an Agreement for Licensure with this Board on June 27, 2013. Also on that same date, the Defendant signed a five-year contract with Oklahoma Health Professionals Program ("OHPP") wherein he was required to participate in SoberLink monitoring and attend the regular support group meetings.

#### **Violation of Agreement**

4. Between June 27, 2013 and September of 2013, the Defendant did not attend any Oklahoma Caduceus meetings nor did OHPP receive any confirmation from any other state saying Dr. Breedlove attended their Caduceus meetings. Further, the Defendant's credit card charges for the SoberLink device were declined for two months.
5. On September 11, 2013, OHPP received an email from the Defendant stating his wife had left him and emptied his accounts.
6. On September 27, 2013, the Defendant stopped using the SoberLink Device.
7. On October 8, 2013, OHPP sent correspondence to the Defendant discharging him from OHPP and asking that he return the SoberLink device and pay the amount due of \$465.00.
8. On or about October 22, 2013, the Defendant was again emailed by OHPP stating he must return the SoberLink device and pay the outstanding balance of \$465.00
9. On or about May 19, 2014, the Defendant emailed OHPP stating he had an opportunity to work in Oklahoma and he inquired as to what steps he needed to take to "obtain his license."

10. On July 12, 2014, OHPP received the Defendant's SoberLink device.
11. On or about June 13, 2014, Jeff Shelton with Newman Memorial Hospital paid the \$465.00 past due monitoring fees on behalf of the Defendant.
12. The Defendant is in violation of the following terms of the Agreement for Licensure entered into on September 27, 2013:

Term 6: Applicant will keep the Board informed of his current address;

Term 16: Applicant will submit any required reports and forms on a timely, accurate and prompt basis to the Compliance Coordinator or designee;

Term 17: Applicant will abide by all recommendations of and any post care contracts with the Kansas Medical Assistance Recovery Network;

Term 19: Applicant will sign a contract with and attend a minimum of one (1) meeting per week of the Oklahoma Health Professionals Program – OHPP; and

Term 20: Applicant will additionally attend two (2) meetings per week of Alcoholics Anonymous ("AA").

### **Conclusions of Law**

13. The Defendant is guilty of unprofessional conduct in that he is in:

Violation of any provision(s) of the medical practice act or the rules and regulations of the Board or of any action, stipulation or agreement of the Board as stated in Oklahoma Administrative Code § 435:10-7-4(39).

### **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 Defendant is hereby placed on **PROBATION** for a period of five (5) years and said probation shall have the following terms:

**Standard Terms:**

- a) Defendant will conduct his 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 order 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 or its designee.
- b) Defendant will furnish a copy of this order 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.
- c) Defendant will not supervise allied health professionals that require surveillance of a licensed medical practitioner.
- d) Defendant will keep the Board informed of his current address.
- e) Defendant will be financially responsible for all assessments by the Board for prosecution, investigation and monitoring of his case, which shall include, but is not limited to, a fee of one hundred fifty dollars (\$150.00) per month during the term of probation. Defendant will keep current these payments unless Defendant affirmatively obtains a deferment of all or part of said fees upon presentation of evidence that is acceptable to the Board Secretary.
- f) Until such time as all indebtedness to the Board has been satisfied, Defendant will reaffirm said indebtedness in any and all bankruptcy proceedings.
- g) Defendant shall make himself available for one or more personal appearances before the Board or its designee upon request.

- h) Defendant shall submit any required reports and forms on a timely and prompt basis to the Compliance Coordinator or designee.
- i) Defendant will execute such releases of medical and psychiatric records during the entire term of probation as necessary for use by the Compliance Coordinator to obtain copies of medical records and authorize the Compliance Coordinator to discuss Defendant's case with Defendant's treating physicians and/or any physicians holding Defendant's records.
- j) 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 license after due notice and hearing. Immediately upon learning that a licensee is in violation of a Board-ordered probation, the Executive Director of the Board may summarily suspend the license based on imminent harm to the public and assign a hearing date for the matter to be presented at the next scheduled Board meeting.


**Specific Terms:**

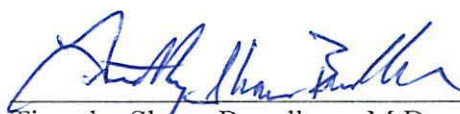
- k) Defendant will submit for analysis biological specimens including, but not limited to, blood, urine, and hair follicle, upon request of the Board or its designee, and Defendant will pay for the costs attendant thereto.
- l) Defendant will take no medication except that which is authorized by a physician treating him for a legitimate medical need. Defendant has the affirmative duty to inform any and every doctor treating him of this Board Order immediately upon initiation, or continuation, of treatment.
- m) Defendant will have the affirmative duty not to ingest any substance which will cause a biological specimen to test positive for any prohibited substance, including, but not limited to, alcohol, street drugs, and any mind-altering or mood-altering drugs.
- n) Defendant shall promptly notify the Board of any relapse, including any entry, or re-entry, into a treatment program for substance abuse including alcohol.
- o) Defendant shall promptly notify the Board of any citation or arrest for traffic or for criminal offenses involving substance abuse including alcohol. This notification will include any complaint of intoxication or severe hangover at place of employment or while rendering health services.

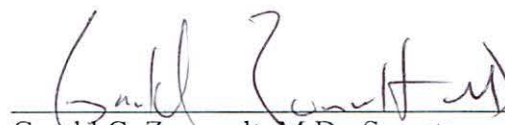
- p) Defendant shall sign a contract with Oklahoma Health Professionals Program ("OHPP") including Sober Link testing.
- q) Defendant shall attend one (1) meeting per week of OHPP in addition to two (2) meetings per week of Alcoholics Anonymous ("AA").
- r) Defendant shall follow all recommendations of and any post-care contracts with the Kansas Medical Assistance Recovery Network.
- s) Defendant shall attend twice-monthly family counseling sessions with a Board-approved therapist. Said counseling shall continue until the counselor and Board Secretary deem it no longer necessary.
- t) Defendant shall obtain a psychiatric evaluation from a Board-approved psychiatrist no later than August 1, 2014.
- u) Defendant shall have a workplace monitor during his employment with Newman Memorial Hospital, Shattuck, Oklahoma. Defendant's workplace monitor will submit progress reports to Board Compliance Coordinator on a quarterly basis.
- v) If Defendant desires to change his employment from Newman Memorial Hospital, Shattuck, Oklahoma, the proposed working environment must first be approved by Board Secretary.

3. A copy of this Order shall be provided to Defendant as soon as it is processed.

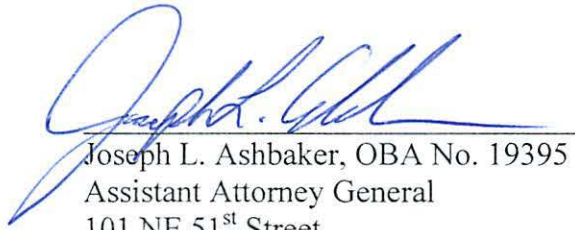
Dated this 17<sup>th</sup> day of July, 2014.

  
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John William Kinsinger, M.D., President  
Oklahoma State Board of Medical  
Licensure and Supervision

  
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Timothy Shaun Breedlove, M.D.  
License No. 29758

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

Licensure And Supervision



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*Attorney for the State of Oklahoma, ex rel.  
Oklahoma State Board of Medical  
Licensure and Supervision*

**Certificate of Mailing**

This is to certify that on this 17<sup>th</sup> day of July, 2014, a true and correct copy of this Order Accepting Voluntary Submittal to Jurisdiction was mailed, with proper postage thereon, to Timothy Shaun Breedlove, M.D., 2337 North Fremont, Springfield, MO 65803.



Barbara J. Smith, Legal Assistant