

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

FILED

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

MAR 27 2003

OKLAHOMA STATE BOARD OF
MEDICAL LICENSURE & SUPERVISION

Plaintiff)

v.)

Case No. 02-10-2561

DAVID ODELL STRICKLAND, P.T.,)
LICENSE NO. PT2979,)

Defendant.)

VOLUNTARY SUBMITTAL TO JURISDICTION

Plaintiff, the State of Oklahoma, ex rel. the Oklahoma State Board of Medical Licensure and Supervision (the "Board"), by and through its attorney, Elizabeth A. Scott, Assistant Attorney General for the State of Oklahoma and the staff of the Board, as represented by the Secretary of the Board, Gerald C. Zumwalt, M.D., and the Executive Director of the Board, Lyle Kelsey, and the Defendant, David Odell Strickland, P.T., Oklahoma license no. PT2979, who appears in person and through his attorney, Laura Cross, offer this Agreement for acceptance by the Board *en banc* pursuant to Section 435:5-1-5.1 of the Oklahoma Administrative Code ("OAC").

AGREEMENT AND ACKNOWLEDGMENT BY DEFENDANT

By voluntarily submitting to jurisdiction and entering into this Order, Defendant pleads guilty to the allegations in the Complaint and Citation filed herein on November 22, 2002 and further acknowledges that hearing before the Board would result in some sanction under the Oklahoma Physical Therapy Practice Act.

Defendant, David Odell Strickland, P.T., states that he is of sound mind and is not under the influence of, or impaired by, any medication or drug and that he fully recognizes his right to appear before the Board for evidentiary hearing on the allegations made against him. Defendant hereby voluntarily waives his right to a full hearing, submits to the jurisdiction of the Board and agrees to abide by the terms and conditions of this Order. Defendant acknowledges that he has read and understands the terms and conditions stated herein, and that this Agreement has been reviewed and discussed with him by 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 physical therapists in the State of Oklahoma pursuant to 59 Okla. Stat. §§ 480 *et seq.* and 887.1 *et seq.*

2. Defendant, David Odell Strickland, PT, holds physical therapy license no. PT 2979 in the State of Oklahoma and is authorized to practice as a physical therapist under the terms of an Agreement for Licensure entered March 24, 2000, which is to remain in place for a period of three (3) years.

3. The Agreement for Licensure sets forth the conditions under which Defendant's license was granted as follows:

2. Applicant will furnish a copy of this agreement to each and every state in which he holds licensure and to each and every hospital, clinic or other facility in which he holds or anticipates holding any form of staff privileges.

5. Defendant shall have a female chaperone, who shall be a licensed health care provider, with him at any time that he is examining or performing services on a female patient.

4. The provisions cited above have not been modified or deleted but remain in full force and effect as terms and conditions of Defendant's licensure.

5. In early August 2001, Defendant applied for employment and was hired by Henryetta Medical Center. Defendant began working for Henryetta Medical Center on August 16, 2001. At or before the time he was hired, Defendant failed to provide a copy of his Agreement for Licensure to his employer, nor did he disclose that he was licensed under an Agreement for Licensure as was required by his Agreement.

6. On or about August 17, 2001, Henryetta Medical Center administrators learned of the Agreement for Licensure through a background check done by a private investigator hired by the hospital. Upon learning that Defendant had failed to disclose his Agreement for Licensure to Henryetta Medical Center, on August 20, 2001, Defendant's employment with Henryetta Medical Center was terminated.

7. Beginning as early as January 2002 and continuing through June 30, 2002, Defendant was employed by EnduraCare, which included working at Rainbow Nursing Home in Bristow, Oklahoma, Heather Ridge Assisted Living, Leisure Village Nursing Home and Heather Ridge Heights Nursing Home.

8. While working at Rainbow Nursing Home in Bristow, Oklahoma, Defendant was observed on numerous occasions providing physical therapy services on female patients without a licensed female chaperone present as was required by his Agreement.

9. Beginning as early as February 2002 and continuing throughout 2002, Defendant was employed by Odyssey. Defendant's employment by Odyssey consisted of work at Evergreen Nursing Home in Owasso, Oklahoma and for home health patients through Baptist Home Health, both of which are affiliated with Odyssey. During this time, Defendant failed to disclose on his Monthly Supervision Self-Report that he was providing physical therapy services for home health patients.

10. While working at Evergreen Nursing Home during 2002, Defendant was observed on numerous occasions providing physical therapy services on female patients without a licensed female chaperone present as was required by his Agreement.

11. Beginning March 26, 2002 and continuing through July 23, 2002, Defendant provided home health physical therapy services on twenty-nine (29) occasions to Patient ENW at her home pursuant to his employment with Odyssey and Baptist Home Health. During this time, Defendant never brought a licensed female chaperone with him, nor was there a licensed female chaperone present when he performed physical therapy services on Patient ENW.

12. Beginning May 7, 2002 and continuing through May 23, 2002, Defendant provided home health physical therapy services on eight (8) occasions to Patient GTW at her home pursuant to his employment with Odyssey and Baptist Home Health. On all but one (1) occasion, Defendant did not bring a licensed female chaperone with him, nor was there a licensed female chaperone present when he performed physical therapy services on Patient GTW.

13. Beginning July 17, 2002 and continuing through July 22, 2002, Defendant provided home health physical therapy services on three (3) occasions to Patient LBW at her home pursuant to his employment with Odyssey and Baptist Home Health. During this time, Defendant never brought a licensed female chaperone with him, nor was there a licensed female chaperone present when he performed physical therapy services on Patient LBW.

14. In or around July 2002, Defendant applied for employment with American Rehab in Tulsa, Oklahoma. Representatives of American Rehab have advised Board investigators that at the time Defendant was hired in July 2002, he did not provide them a copy of his Agreement for Licensure, nor did he ever advise them of the requirement that he have a licensed female chaperone present when examining or performing services on female patients.

15. In late August 2002, American Rehab became aware of Defendant's Agreement for Licensure, at which time they terminated his services due to his failure to disclose his Agreement for Licensure.

16. On or about September 20, 2002, Board investigators contacted Jeri Gill, Vice President of Odyssey. Ms. Gill informed Board investigators that Defendant had never provided her a copy of his Agreement for Licensure when she hired him in February 2002, nor had he ever advised her of the requirement that he have a licensed female chaperone with him when examining or performing services on female patients.

17. On or about October 4, 2002, Defendant for the first time contacted Jeri Gill, Vice President of Odyssey and advised her that he was sending her a copy of his Agreement for Licensure.

18. On several occasions in mid-2002, Defendant submitted false and fraudulent timesheets to his employers, as well as false and fraudulent billing records to his employers. Specifically, Defendant "double-billed" his employers, in that he submitted time records for physical therapy services to different employers during the same period of time.

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

- A. Is guilty of conduct unbecoming a person licensed as a physical therapist or physical therapy assistant or guilty of conduct detrimental to the best interests of the public or his profession in violation of 59 O.S. §887.13(9).
- B. Is guilty of any act in conflict with the ethics of the profession of physical therapy in violation of 59 O.S. §887.13(10).

Conclusions of Law

1. The Board has jurisdiction and authority over the Defendant and subject matter herein pursuant to the Oklahoma Physical Therapy Practice Act and its applicable regulations. The Board is authorized to enforce the Act as necessary to protect the public health, safety and welfare.

2. Based on the foregoing facts, Defendant, David Odell Strickland, Oklahoma license PT2979, is guilty of the unprofessional conduct set forth below:

- A. Is guilty of conduct unbecoming a person licensed as a physical therapist or physical therapy assistant or guilty of conduct detrimental to the best interests of the public or his profession in violation of 59 O.S. §887.13(9).
- B. Is guilty of any act in conflict with the ethics of the profession of physical therapy in violation of 59 O.S. §887.13(10).

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. Pursuant to the parties' voluntary agreement and submittal to jurisdiction, David Odell Strickland, P.T., holding Oklahoma license No. PT2979, is hereby **SUSPENDED** for a period of thirty (30) days beginning March 27, 2003.

3. Defendant shall be placed on **PROBATION** for a period of five (5) years following reinstatement from his suspension under the following terms and conditions:

A. Defendant will conduct his practice in compliance with the Oklahoma Physical Therapy Practice 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 notify the Board or its designee of any entry or re-entry into any 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. Defendant acknowledges and agrees that the Board may use such information against Defendant in any future disciplinary proceedings.

C. Defendant will execute such releases of medical and psychiatric records during the entire term of probation as necessary for use by the Compliance Consultant or other Board designee to obtain copies of medical records and authorize the Compliance Consultant or other Board designee to discuss Defendant's case with Defendant's treating physicians and/or any physicians holding Defendant's records.

D. Defendant shall have a female chaperone, who shall be a licensed health care provider, with him at any time that he is examining or performing services on a female patient.

E. 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.

F. Upon request of the Board, Defendant will request all hospitals, clinics and other facilities in which he practices to furnish the Board a written statement monitoring his practice.

G. Defendant will keep the Board informed of his current address.

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

I. Defendant shall promptly notify the Board of any citation or arrest for any criminal offense.

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.

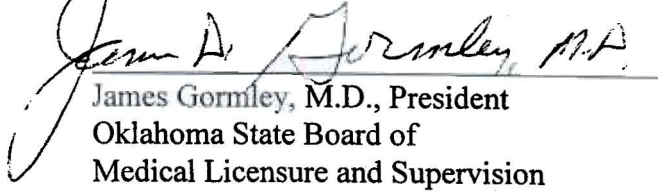
K. Until such time as all indebtedness to the Oklahoma State Board of Medical Licensure and Supervision has been satisfied, Defendant will reaffirm said indebtedness in any and all bankruptcy proceedings.

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

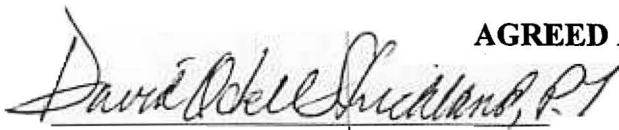
M. Failure to meet any of the terms of this Board Order will constitute cause for the Board to initiate additional proceedings to suspend, revoke or modify Defendant's license after due notice and hearing.

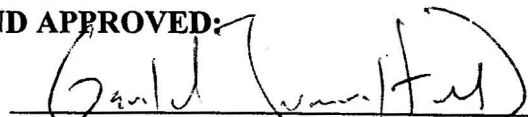
4. Defendant's suspension will be lifted, and his license will be reinstated only upon payment in full of all costs and expenses incurred by the State of Oklahoma prior to March 28, 2003.


Dated this 27 day of March, 2003.

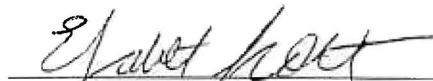

James Gormley, M.D., President
Oklahoma State Board of
Medical Licensure and Supervision

AGREED AND APPROVED:


David Odell Strickland, P.T.
License No. PT2979


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


Laura Cross
Scoggins & Cross
3030 City Place Bldg.
204 N. Robinson
Oklahoma City, OK 73102

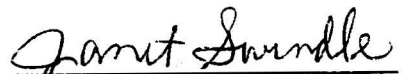

Elizabeth A. Scott, OBA #12470
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405/848-6841

Attorney for Defendant,
David Odell Strickland, P.T.
License No. PT2979

Attorney for the Oklahoma State Board
of Medical Licensure and Supervision

CERTIFICATE OF MAILING

I certify that on the 1 day of ^{April} ~~March~~, 2003, I mailed, via first class mail, postage prepaid, a true and correct copy of this Order to Laura Cross, 3030 City Place Bldg 204 N. Robinson, Oklahoma City Ok. 73102.


Janet Swindle, Secretary