

suspended for a period of five (5) years from the date this Agreement is executed.

3. That such license suspension of license #3843 issued to Guido Spangher, M.D., shall be stayed during a five (5) year period of probation during which time period Guido Spangher, M.D., shall abide by and comply with all of the following terms and conditions:

- A. That Guido Spangher, M.D., shall comply with all laws applicable and relating to the practice of medicine as set forth in SDCL 36-4 as well as all rules and regulations pertaining to such practice in South Dakota.
- B. That during such probationary period, Guido Spangher, M.D., shall permit the Board or its authorized agents to have free access to all records relating to medical services provided by him to patients and answer questions and disclose information thereon as requested by the Board or its authorized agents.
- C. That Guido Spangher, M.D., shall make every effort to assure that no false or untrue information is entered into the record of any patient under his care.
- D. That Guido Spangher, M.D., is required to comply with and cooperate with requests from the Board or its authorized agents.

- E. That Guido Spangher, M.D., shall make appearances annually, and/or upon request, before the Board. Guido Spangher, M.D., shall be given reasonable notice of the date, time and place for the appearance.
- F. That Guido Spangher, M.D., not engage in the use of alcohol or personally use any controlled substance unless the latter is prescribed by a physician licensed under SDCL 36-4 or by similar examining Board.
- G. That Guido Spangher, M.D., is required to comply with and cooperate with requests from the Board or its authorized agents, and prove to the satisfaction of the Board that he has not exhibited habits of alcohol use or drug use or alcohol or drug addiction.
- H. That Guido Spangher, M.D., agrees to provide the Board with independent verification of regular attendance of two (2) times per week at Alcoholics Anonymous (AA) and/or Narcotics Anonymous (NA) meetings in his home community on at least a monthly basis.
- I. That Guido Spangher, M.D., submit to blood and/or urinalysis tests at times requested by the Board or its authorized agents, such testing to comply with the following protocol:

- (1) At the time of testing, Guido Spangher, M.D., shall receive a specimen cup labeled with his name, and the individual witnessing the sample must personally witness Guido Spangher, M.D., giving the required sample, such witness to be approved or appointed by the Board;
- (2) In the presence of Guido Spangher, M.D., the witness will cover the sample and seal the sample with evidence tape;
- (3) Both Guido Spangher, M.D., and the witness must check and confirm the identification of the sample and both must initial, date and record the time of the sample on the evidence tape;
- (4) The witness must then, in the presence of Guido Spangher, M.D., complete the first entry on a chain of custody envelope and place the sample within such envelope;
- (5) The sample must then be secured by the witness in an ice chest in his personal vehicle;
- (6) The sample must then be delivered to a laboratory chosen by the Board, and the witness and Guido Spangher, M.D., must assure that the chain of custody envelope

properly reflects appropriate entries for every change of custody;

- (7) The laboratory chosen by the Board must conduct drug and/or alcohol screens as requested by the Board;
- (8) If a sample is tested negative, no further testing will be conducted and the sample discarded, but if the sample tests positive, laboratory personnel must contact the Board relative to instructions for mailing a portion of the sample to a second laboratory for further testing;
- (9) Laboratory personnel must submit to the Board a written final analysis of the sample within 30 days of testing.

J. That Guido Spangher, M.D., is responsible for insuring compliance with the above referred to protocol, is responsible for all costs associated with the above referred to testing, and this Stipulation shall constitute a waiver of confidentiality and the physician patient privilege and be sufficient authority for any facility conducting test(s) to transmit such test results directly to the Board without any additional authorization from Guido Spangher, M.D.

- K. That any positive drug or alcohol test results, shall permit the Board to summarily suspend license #3843 issued to Guido Spangher, M.D., without necessity of a hearing.
 - L. Guido Spangher, M.D., shall permit the Board or its authorized agents to have free access to all records relating to medical services provided by him to patients and shall agree to answer questions and disclose information thereon as requested by the Board or its authorized agents.
 - M. Guido Spangher, M.D., shall enter into an agreement with the South Dakota Health Professionals Assistance Program (HPAP), and shall comply with all the terms and conditions of such program.
4. That Guido Spangher, M.D., shall obtain counselling from a physician or counsellor approved by the Board, and Guido Spangher, M.D., shall provide authorization to such physician or counsellor to provide an initial report as well as quarterly reports to the Board, and Guido Spangher, M.D., is responsible for insuring the Board's receipt of the required reports. The parties further agree that should the above referred to physician or counsellor indicate that Guido Spangher, M.D., is a threat to patient safety, the Board may

summarily suspend license #3843 issued to Guido Spangher, M.D., without necessity of a hearing.

5. In the event that any conduct of Guido Spangher, M.D., during the probationary period, violates the provisions set forth in this agreement, the Board may summarily suspend license #3843 issued to Guido Spangher, M.D., without necessity of a hearing.
6. It is further Stipulated and Agreed that in the event Guido Spangher, M.D., is convicted of a criminal offense related to controlled substances, the Board shall have the right to revoke medical license #3843 without further hearing thereon and without additional notice to Guido Spangher, M.D., other than service on him of a copy of its Orders of Revocation thereon.
7. That this Agreement for the disposition of the above entitled contested case is a matter of public record and the obligations of the Board with respect thereto shall be governed by the laws of South Dakota and current Board policy.
8. That all parties hereto recognize that Board representatives who have engaged in discussions relative to an agreed disposition of this matter can only make recommendations to the South Dakota State Board of Medical and Osteopathic Examiners, which recommendation can in no way be considered as binding upon the full membership of the Board who would ultimately decide the

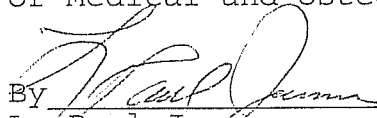
pending contested case, and this Agreement is subject to acceptance by the full membership of the Board.

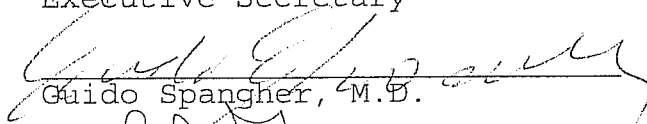
9. It is further agreed that in the event this Agreement is not accepted by the membership of the South Dakota State Board of Medical and Osteopathic Examiners, such agreed disposition shall not in any manner be considered as binding upon Guido Spangher, M.D., and in such case, the above entitled matter would proceed to a contested case hearing with no inferences or presumptions being drawn by reason of this Agreement entered into and that such Agreement shall in no way prejudice or be considered by the Board upon a contested case hearing or decision thereon.
10. That Guido Spangher, M.D., understands that he has the right and has been afforded the opportunity to have this Agreement reviewed by his attorneys, and that in the event he chooses to execute this document without taking the opportunity to avail himself of this right such failure shall be deemed to be a waiver of such right.
11. That Guido Spangher, M.D., specifically waives any claim that any disclosures made to the full membership of the Board for the purposes of the consideration of this Agreement have prejudiced his rights to a fair and impartial hearing in the event this Agreement is not accepted by the full Board and if further proceedings ensue.


12. Guido Spangher, M.D., further agrees that there have been no inducements, threats or promises made in order to obtain his entry into this Agreement.
13. That the charges on file with the Board shall remain a part of the Board's file relative to the licensure of Guido Spangher, M.D., and are not, in any manner, waived upon any future matters relating to the right of Guido Spangher, M.D., to practice medicine in South Dakota, or upon any application for licensure in another state by reciprocity, and nor is such information waived upon any future application of Guido Spangher, M.D., for South Dakota licensure.
14. That Guido Spangher, M.D., shall notify the Board of all changes of employment within 15 days.
15. That the parties further agree that all statements contained herein are based upon the facts known to the Board on the date of execution of this Agreement.

Dated this 28 day of SEPTEMBER, 2001.

The South Dakota State Board
of Medical and Osteopathic Examiners

BY 
L. Paul Jensen
Executive Secretary


Guido Spangher, M.D.


Attorney for Guido Spangher, M.D.
(if any) Witness