

restricted license to practice medicine in the State of South Dakota.

2. That all the terms and conditions of a Stipulation and Order dated May 15, 2004 and entered by the Minnesota Board of Medical Practice shall be incorporated in and become a part of this Agreement and the Order to be entered herein, as if fully set forth herein.

3. That in consideration of the grant of a license to practice medicine in this State, this Agreement shall remain in effect for the period hereinafter referenced in Paragraph 3.L. and Dr. Lee shall and does hereby agree to abide by and comply with all of the following terms and conditions:

A. Dr. Lee shall abstain from the use or ingestion of alcohol and all mood-altering chemicals unless they are prescribed by a physician or dentist who has first been informed of Dr. Lee's drug-use history.

B. Dr. Lee's treating physician(s), as approved by the Review Committee of the Minnesota Board of Medical Practice, or its designee, shall monitor and/or manage all medical or other care provided to Dr. Lee by all health care professionals. The treating physician shall provide quarterly reports to the Board or its designees summarizing medical or other care provided to Dr. Lee and addressing

Dr. Lee's treatment progress under any terms of this Agreement.

C. Dr. Lee shall not be permitted to prescribe or administer any prescription drug or drug sample for his own use or for the use of a family member of Dr. Lee.

D. Dr. Lee shall be subject, without notice, to unannounced blood and urine tests at the request of the Board or Board designee at such times as may be requested by the Board or its designee. Dr. Lee shall provide the requested sample within the time frame directed and the blood and urine screens shall be:

- 1) Collected and tested consistent with protocols established by a Board-designated laboratory;
- 2) Handled through legal chain-of-custody methods; and
- 3) Paid for by Dr. Lee.

The biological fluid collection and testing shall take place at a Board-designated laboratory as directed by the Board or its designee. Testing shall screen for opiates, cocaine, barbiturates, amphetamines, Benzodiazepines, marijuana, and other drugs of abuse, including alcohol. The laboratory will provide test results directly to the Board or its designee and Dr. Lee's treating physician.

E. Dr. Lee shall attend meetings of a self-help program, such as AA or NA, in support of abstinence at least three (3) times per week. Quarterly reports shall be submitted to the Board or its designee from Dr. Lee's designated sponsor(s) regarding attendance and participation.

F. Dr. Lee shall attend monthly meetings of a professional support group approved in advance by the Board or its designee. Quarterly reports shall be submitted to the Board or its designee from Dr. Lee's designated sponsor(s) regarding Dr. Lee's attendance and participation.

G. Dr. Lee shall receive individual therapy twice monthly from a psychiatrist or therapist approved in advance by the Board, or its designee. The therapist shall submit quarterly reports to the Board or its designee regarding Dr. Lee's diagnosis and progress in therapy. Termination of therapy shall be at the recommendation of the approved therapist, and with the approval of the treating physician and the Board.

H. Dr. Lee shall provide to the Board and to the treating physician a copy of any treatment or aftercare plan which is in effect at the time of execution of this Agreement or which is modified or becomes effective during

the time Dr. Lee is subject to this Agreement. The treatment or aftercare plan and any modifications to it shall be approved by the treating physician and shall include at least the following:

- 1) Treatment or aftercare plan activities; and
- 2) The name, address, and telephone number for each provider of treatment or aftercare services.

The terms of any such treatment or aftercare plan or approved modification thereto, to the extent not superseded by this Agreement, are herewith incorporated by reference. Failure by Dr. Lee to follow the plan or approved modification shall constitute violation of this Agreement.

I. The Board shall consult with the South Dakota Health Professionals Assistance Program in this matter and Dr. Lee shall cooperate in all respects with recommendations made by the staff of the Health Professional Assistance Program on behalf of the Board.

J. Upon request by the Board, Dr. Lee shall sign releases authorizing the Board, or its designee, to obtain Dr. Lee's medical, mental health, or chemical abuse/dependency records from any treating professional, evaluator, or facility.

K. Dr. Lee shall identify a physician work quality assessor in the State of South Dakota who shall provide

such reports to the Board, as the Board may request, regarding Dr. Lee's overall work performance and compliance with this Agreement.

L. Dr. Lee shall meet on a quarterly basis with a designated Board member or staff person. Such meetings shall take place at a time mutually convenient to Dr. Lee and the designated Board member or the Board's designee. It shall be Dr. Lee's obligation to contact the designated Board member, or designee, to arrange each of the meetings. The purpose of such meetings shall be to review Dr. Lee's progress under the terms of this Agreement.

M. The terms and conditions of this Agreement will remain in effect for a minimum of three years from the date of the grant of a license to practice medicine, however, such terms and conditions may be modified by the Board upon good cause shown at any time.

At the end of the period referenced above, Dr. Lee may petition for release of any restrictions or limitations on his license to practice medicine upon proof satisfactory to this Board of a minimum of three years of documented, uninterrupted recovery. Upon hearing the petition, the Board may continue, modify, or remove the conditions set out herein.

5. That this Agreement shall become a matter of public record and the obligations of the Board with respect thereto shall be governed by the laws of South Dakota and the Board policy then in effect.

6. That the parties hereto recognize that Board representatives who have engaged in discussions relative to the grant of a license to practice medicine may not in any manner bind the South Dakota State Board of Medical and Osteopathic Examiners with respect to the grant of or continuation of a license to practice medicine.

7. That Dr. Lee 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.

8. Dr. Lee agrees that any restricted license granted may be revoked or cancelled by the Board without notice at any time if the Board determines there has been a violation of this Agreement or the Board finds the public health, safety or welfare imperatively require such action.

9. That Dr. Lee specifically waives any claim that any disclosures made to the staff of the Board or the full membership of the Board for the purposes of the consideration of his request for the grant of a license have prejudiced his

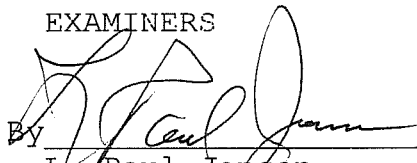
rights to a fair and impartial hearing in the event a license is not at any time subject to revocation, suspension or cancellation by the full Board or further proceedings before the Board are initiated.

10. Dr. Lee further agrees that there have been no inducements, threats or promises made in order to obtain his entry into this Agreement.


11. 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 29 day of December, 2004.

THE SOUTH DAKOTA STATE BOARD
OF MEDICAL AND OSTEOPATHIC
EXAMINERS

BY 

L. Paul Jensen
Executive Secretary

 12/29/04

William J. Lee, M.D.