

TSBPME Case No. 07-082

**IN THE MATTER OF  
EDDIE DAVIS, D.P.M.**

**MONITORING of**

**LICENSE No. 1818**

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**BEFORE THE TEXAS STATE  
BOARD OF PODIATRIC  
MEDICAL EXAMINERS**

**SITTING IN AUSTIN,**

**TRAVIS COUNTY, TEXAS**

**AGREED ORDER**

BE IT REMEMBERED that on the date approved and entered below, came to be considered the allegations against Eddie Davis, DPM. By letter dated February 12, 2007 the staff of the Texas State Board of Podiatric Medical Examiners (the "Board") gave preliminary notice to Dr. Davis of its intent to investigate complaints, concerns or reports filed against him. Dr. Davis was duly notified of the allegations against him. Dr. Davis has cooperated with the staff of the Board and was given the opportunity to present information in rebuttal.

By his signature on this Order, and upon acceptance and entry of this Order by the Board, Dr. Davis does hereby waive his right to an administrative hearing before the State Office of Administrative Hearings, and judicial review of this Order. Dr. Davis understands that he has the option, before signing this Agreed Order, to participate in a contested case hearing under the Administrative Procedure Act.

The Board and Dr. Davis, in order to avoid the expense, delay and uncertainty of a hearing, have agreed to the entry of an Order dispensing with the need for such further action in this matter. Dr. Davis agrees to this Order for the purpose of resolving this immediate proceeding. The Board makes the following Findings of Fact and enters this Order:

**FINDINGS OF FACT**

1. Dr. Davis has completed the application and passed the examination for a license as a podiatric physician in the State of Texas. Therefore he is subject to the jurisdiction of the Board, the Podiatric Medical Practice Act of Texas and the Rules of the Board.
2. Review of Dr. Davis' application revealed potential concerns regarding his ability to practice podiatry with reasonable skill and safety. Dr. Davis was provided with notice of the Board's concerns and with an opportunity to respond to the concerns and to show compliance with the law.
3. Dr. Davis, as an applicant to be a podiatrist licensed in the State of Texas, must comply with the provisions of the Podiatric Medical Practice Act of Texas, the Board Rules and Board Orders.

## CONCLUSIONS OF LAW

1. Dr. Davis is required to follow the provisions of the Podiatric Medical Practice Act, Texas Occupations Code, §202.001, et. seq., and the associated Rules of the Board, 22 Tex. Administrative Code § 371.1, et. seq.
2. Texas Occupations Code, §202.253(a)(3) provides that, “the board may refuse to issue a license to practice podiatry to a person, for engaging in habits of intemperance or drug addiction that in the board's opinion would endanger the health, well-being, or welfare of patients.”
3. Texas Occupations Code, §202.253(a)(5) provides that, “the board may refuse to issue a license to practice podiatry to a person, for directly or indirectly violating or attempting to violate this chapter or a rule adopted under this chapter as a principal, accessory, or accomplice.”
4. Texas Occupations Code, §202.253(a)(15) provides that, “the board may refuse to issue a license to practice podiatry to a person, for being unable to practice podiatry with reasonable skill and safety to a patient because of age, illness, drunkenness, or excessive use of drugs, narcotics, chemicals, or other substances or as a result of a mental or physical condition.”
5. Texas Occupations Code, §202.253(a)(16) provides that, “the board may refuse to issue a license to practice podiatry to a person, for failing to practice podiatry in an acceptable manner consistent with public health and welfare.”
6. Texas Occupations Code, §202.501(a) provides that, “the Board shall revoke or suspend a license; place on probation a person whose license has been suspended, or reprimand a license holder for violating the law regulating the practice of podiatry or a rule adopted by the board.”
7. Texas Occupations Code, §202.5015 provides that a license holder who engages in conduct described by Section 202.253 violates this chapter.
8. 22 Texas Administrative Code, §375.3(a) provides that, “the health and safety of patients shall be the first consideration of the podiatric physician. The principal objective to the podiatric profession is to render service to humanity. A podiatric physician shall continually strive to improve his medical knowledge and skill for the benefit of his patients and colleagues. The podiatric physician shall administer to patients in a professional manner and to the best of his ability. Secrets and personal information entrusted to him shall be held inviolate unless disclosure is necessary to protect the welfare of the individual or the community. A podiatric physician shall be temperate in all things in recognition that his knowledge and skill are essential to public health, welfare, and human life.”
9. 22 Texas Administrative Code, §376.3 provides in part that, “any podiatric physician who violates any provision of these rules, or any provision of the Act shall be at the discretion of the Board subject to the following penalties: cancellation, suspension, revocation, or probated cancellation, revocation, or suspension of the license to practice podiatric medicine.”
10. The Findings Of Fact numbers 1 through 3 establish that Dr. Davis’ ability to safely practice podiatric medicine in the State of Texas is contingent upon him fully complying with the (5) five-year terms of the “Monitoring & Peer Assistance Contract” entered into by and between himself and the Texas

Veterinary Peer Assistance Program (TVPAP) to monitor his recovery and fitness to practice podiatric medicine, and maintaining the ability to practice podiatry with reasonable skill and safety.

### **ORDER**

1. Dr. Davis is hereby granted a license to practice podiatric medicine (License No. 1818) subject to the following agreed terms and conditioned upon the continued successful completion of the provisions set forth below.

#### **During the 5-year Monitoring Period:**

2. Dr. Davis agrees that practicing podiatric medicine without following the treatment regimen as prescribed by his designated treating physician or failing to comply with the requirements of the TVPAP contract (attached hereto as “Exhibit 1”) constitutes: A) a danger to the safety and the welfare of his patients, B) a failure to practice podiatric medicine in an acceptable manner consistent with the public health and welfare and C) the inability to practice with reasonable skill and safety. Dr. Davis shall require TVPAP to submit a written report to the Board regarding his on-going progress and compliance by September 1<sup>st</sup>, December 1<sup>st</sup>, March 1<sup>st</sup> and June 1<sup>st</sup> of each year.
3. Dr. Davis shall permit a Board representative or staff member to periodically enter his place of business and/or the facility at which he maintains an office, announced or unannounced, during the hours of 8:00 a.m. to 5:00 p.m. on any weekday that is not a federal holiday to ensure compliance with this Order, and to ensure proper medical records are maintained, including proper drug inventories consistent with the proper practice of podiatric medicine.
4. Entry of this Order does not finally resolve any and all pending matters or investigations before the Board. The investigation into this matter remains on-going until such time a notice is given by the Board affirming closure. The Board is not prohibited from continuing to investigate this matter nor is the Board prohibited from issuing further disciplinary action that is the subject of this investigation reportable to the National Practitioner Databank – Healthcare Integrity Protection Databank.
5. Failure to comply with the terms of this Agreed Order and TVPAP contract shall result in an automatic scheduling of an informal consent hearing with 10-days notice for Dr. Davis to show compliance.
6. If Dr. Davis fully complies with the terms of the **Agreed Order**, the Board agrees to consider his compliance with regard to bringing any further possible disciplinary action regarding the facts that are the subject of this Order, should the investigation warrant further Board action.
7. The terms of this **Agreed Order**, if accepted by the Board, become effective upon approval of the Board.

## GENERAL PROVISIONS

1. Effective Date. This **Agreed Order** shall take effect and become binding upon the approval by the Board.
2. No Waiver. No waiver of any of the terms of this **Agreed Order** shall be valid unless in writing. No waiver of default of any terms of the **Agreed Order** shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
3. Governing Law & Venue. This **Agreed Order** is entered into pursuant to and shall be construed to be in accordance with the laws of the State of Texas including *Tex. Occup. Code Ann., §202.001 et. seq., the Podiatric Medical Practice Act., Tex. Occup. Code Ann., §53.021* and the *Tex. Gov't Code Ann., §2001.001 et seq., the Administrative Procedure Act.* Venue for any dispute related to this **Agreed Order** shall be in a court competent jurisdiction in Travis County, TX.
4. Acknowledgment of Entire Agreement. Dr. Davis acknowledges that he has carefully read this instrument, including all documents or exhibits, if any, that are referred to, that this instrument expresses the entire agreement between the parties concerning the subjects it purports to cover, and Dr. Davis has executed this instrument freely and of his own accord.
5. Notice. Any notice to be given under the terms of this **Agreed Order** by either party to this order shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested, to the following addresses:  
  
Eddie Davis, DPM  
C/O Louis Leichter, Attorney  
1602 East 7<sup>th</sup> Street  
Austin, Texas 78702  
  
Texas State Board of Podiatric Medical Examiners  
Investigations Division  
P.O. Box 12216  
Austin, TX 78711-2216
6. Upon approval of this **Agreed Order** by the Board, the Presiding Officer and the Executive Director are authorized to sign the **Order** on the Board's behalf.

I, EDDIE DAVIS, DPM, HAVE READ AND UNDERSTAND THE FOREGOING ORDER. I UNDERSTAND THAT BY SIGNING, I WAIVE THE RIGHT TO A HEARING BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS AND TO JUDICIAL REVIEW OF THE AGREED ORDER. I SIGN IT VOLUNTARILY. I UNDERSTAND THE AGREED ORDER & TVPAP CONTRACT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, ORAL, WRITTEN OR OTHERWISE.

  
\_\_\_\_\_  
Eddie Davis, DPM

6/20/07  
\_\_\_\_\_  
Date

IN THE STATE OF TEXAS §

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COUNTY OF TRAVIS §

BEFORE ME, on this day personally appeared Eddie Davis known to me, who first, being duly sworn, signed the foregoing **Agreed Order** in my presence.

SIGNED on this the 20 day of JUNE, 2007.



KEVIN MORRIS  
\_\_\_\_\_  
(Printed Name of Notary Public)

  
\_\_\_\_\_  
Notary Public, in and for the State of Texas

APPROVED AND ENTERED by the Texas State Board of Podiatric Medical Examiners on this the 9th day of July, 2007, after a Board vote.

  
\_\_\_\_\_  
Ms. Doris Couch  
Board President

  
\_\_\_\_\_  
Hemant Makan  
Executive Director

[T.S.B.P.M.E. EXHIBIT 1]

**TVPAP MONITORING & PEER ASSISTANCE CONTRACT**

This contract specifies the terms under which Eddie Davis, DPM through the Texas Veterinary Assistance Program (TVPAP or the Program) and under the care and direction of Herbert Munden, MD will monitor the recovery and fitness to practice Podiatric Medicine of Eddie Davis, DPM (hereinafter referred to as DOCTOR).

It is the purpose of this contract to prevent any misunderstanding as to the terms and time specified. This contract is specifically designed to meet the individual needs of Eddie Davis, DPM and to protect the health and welfare of the public in relation to Texas State Board of Podiatric Medical Examiners (TSBPME) Agreed Order #07-082.

1. I, Eddie Davis, DPM, agree to the terms of this contract for a period of five (5) years from the date of this contract. At the end of its term, this contract may be renewed / revised or canceled at the discretion of TVPAP, the Washington State Physicians Health Program (WPHP) or Herbert Munden, MD as it seems necessary upon review of my case.
2. This agreement is effective on the date as entered and signed below
3. I understand that all expenses connected with any treatment (including laboratory, monitoring and other necessary fees) are to be rendered at my own expense and are my own responsibility.
4. I agree to participate in the fellowship of Alcoholics Anonymous or another similar 12 step-based recovery program such as Narcotics Anonymous not less than 3 times per week. I also agree to the following recovery based activities:
  - a. Securing a sponsor and actively working a 12-Step program of recovery;
  - b. Attendance of the weekly meeting of Physician Recovery Group -- this may account for one of the weekly AA meetings.
5. I agree to find and identify a primary care physician who will be made familiar with all aspects of my case history, receive a copy of this contract and will agree to meet or consult with the Program and the Medical Director if necessary. I agree to be seen by a primary care physician within 90 days of signing this contract.
6. I agree to provide the necessary releases to permit physicians and others providing medical and psychiatric care to respondent to give the Program regular reassessments of my recovery. I further agree to provide the Program with documentation confirming my attendance at Physician Recovery Group and Alcoholic Anonymous meetings on a quarterly basis. This documentation will take the form of completed attendance verification cards. I agree that it is my responsibility to obtain these cards, and submit them to the monitor in January, May, July and October of each year.

**COPY**

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7. I agree to find and identify a Treating Psychiatrist with whom I will have a scheduled appointment at least once a month for the first six months and then at least once every two months for the first year as it is determined necessary and appropriate by the Treating Psychiatrist. I agree to apprise this Treating Psychiatrist with all aspects of my case history as well as provide her with a copy of this contract and will agree to the Treating Psychiatrists meeting or consulting with the Texas State Board of Podiatric Medical Examiners (TSBPME), WPHP or the Program and the Medical Director if necessary. This treating Psychiatrist will be Nancy Strauch, MD (7744 Broadway, Suite # 103, San Antonio, Texas 78209. 210-821-5991.)
8. I agree to completely abstain for any mood-changing chemicals, (alcohol, sedatives, stimulants, narcotics, soporifics, over-the-counter drugs, etc.) *The ONLY exception is a prescription from my primary care physician, with the understanding that that physician will notify the Program of such prescriptions. I will not prescribe any medication for myself.*
9. I agree to participate in the Program's urine drug screening program. I understand that I will be instructed to call NCPS on a daily basis to determine if I have been selected to submit a urine drug screen specimen. I agree that failing to call as agreed constitutes a breach of this agreement.
10. Upon request of the TVPAP agent, I agree to provide random urine or blood samples in the presence of a designee, at the discretion of the TVPAP (The Program). I agree to do so within (8) hours of notification.
11. All my physician, psychologist and/or therapists will be allowed to release any information to the TVPAP (the Program) that they may deem important to my case. A copy of this contract may be sent to one or more of the aforementioned individuals.
12. I agree to appear before the TVPAP (the Program) whenever requested.
13. I agree that should I fail to follow any of the stipulations of this contract, the Program and its Medical Director is to report this Breach to WPHP and the TSBPME
14. I agree to allow this Program to release all information and records to other appropriate committees should I relocate.
15. I agree to allow this Program to release all information and records to the TSBPME and the WPHP as it deems appropriate. The Program agrees to submit written reports to the TSBPME regarding my on-going progress and compliance no later than the following dates by September 1<sup>st</sup>, December 1<sup>st</sup>, March 1<sup>st</sup> and June 1<sup>st</sup> of each year of this agreement.

COPY

16. In the event of relapse, the TVPAP requires immediate notification and admission to an appropriate in-patient or out-patient assessment and treatment program as designated by the Program.

17. I may be contacted by a member or agent of the TVPAP as follows:

18. Primary Phone: \_\_\_\_\_  
Secondary Phone: \_\_\_\_\_

19. Address for all TVPAP Correspondence:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. I agree to keep the information in paragraphs 18 & 19 above current by timely notifying the Texas Veterinary Peer Assistance Program (The Program) of any change. Such notice shall be made to: \_\_\_\_\_

**AGREED TO BY:**

Eddie Davis, DPM

Signature: [Signature] Date: 7/4/07

Print Name: EDDIE DAVIS SSN: 197-48-5705

Witness: [Signature]

Witness: Pinkie Henderson

ED DAVIS

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6 DAY OF July, 2007 STATE OF TEXAS, COUNTY OF BEXAR.

**APPROVED BY:**

\_\_\_\_\_  
Herbert C. Munden, M.D.  
Medical Director

[Signature]  
SIGNATURE OF APPLICANT  
[Signature]  
NOTARY PUBLIC SIGNATURE

