

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

FILED

FEB 03 2000

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

OKLAHOMA STATE BOARD OF
MEDICAL LICENSURE & SUPERVISION

Plaintiff,)

v.)

Case No. 99-03-2068

JAMES KENT ROBBERSON, M.D.,)
LICENSE NO. 11847,)

Defendant.)

**ORDER ACCEPTING
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, James Kent Robberson, M.D., Oklahoma license no. 11847, who appears in person, proffer 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 September 30, 1999 and acknowledges that hearing before the Board would result in some sanction under the Oklahoma Allopathic Medical and Surgical Licensure and Supervision Act (the "Act").

Defendant, James Kent Robberson, M.D., 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 further acknowledges that he is entitled to have his interests represented by legal counsel and that he has elected to proceed without legal representation, thereby waiving his right to an attorney. Defendant acknowledges that he has read and understands the terms and conditions stated herein.

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 physicians and surgeons in the State of Oklahoma pursuant to 59 Okla. Stat. §480 *et seq.* The Board has jurisdiction over this matter, and notice has been given in all respects in accordance with law and the rules of the Board.

2. Defendant, James Kent Robberson, M.D., holds Oklahoma license no. 11847.

3. In or around October 1997, Defendant engaged in physical conduct with Patient A and Patient B which was sexual in nature when he improperly fondled their breasts while performing a routine physical examination. Upon receiving these complaints, Board Investigator Jim Birdsong advised Defendant to have a female chaperone present during any time that he would be examining a female patient. Defendant agreed to do so in the future.

4. In or around 1998, Defendant engaged in physical conduct with Patient C which was sexual in nature when he improperly fondled her breasts on several occasions while performing routine physical examinations. Despite previous warnings, Defendant did not have a female chaperone with him during these examinations.

5. From May 1998 through August 1998, Defendant engaged in physical conduct with Patient D which was sexual in nature.

6. From approximately 1989 until April 27, 1999, Defendant used benzodiazapines and narcotics on a daily basis. His use gradually increased until he was taking approximately 200 mg of IM Demerol per day, as well as 30 mg of Lortab per day. From December 1998 through April 27, 1999, Defendant additionally used Phentermine and Halcyon, all without a prescription or medical need.

7. On April 27, 1999, Defendant entered St. Anthony Hospital for detoxification, and on May 3, 1999, he entered Talbott-Marsh Treatment Center in Atlanta, Georgia for long term addiction to Demerol and Lortab.

8. On May 17, 1999, Board Investigator Jim Birdsong spoke with Defendant while he was in treatment at Talbott-Marsh at which time Defendant advised Mr. Birdsong that he wished to surrender his license as well as his OBN and DEA permits pending completion of treatment for substance abuse and a hearing before the Board.

9. Prescription surveys conducted at five (5) Wynnewood area pharmacies during the time period of October 1, 1998 through May 1, 1999 revealed that the Defendant wrote or

authorized approximately 3765 prescriptions of controlled dangerous substances in Schedules II-V. Further analysis of the prescriptions revealed a total of approximately 188,401 dosage units of controlled drugs were prescribed over this seven (7) month period, averaging 26,914 dosage units per month, broken down as follows:

- a. The Defendant wrote or authorized approximately 14,113 dosage units of Schedule II controlled drugs during the 7-month time period, averaging 2,016 dosage units per month.
 - b. The Defendant wrote or authorized approximately 70,527 dosage units of Schedule III controlled drugs during the 7-month time period, averaging 10,075 dosage units per month.
 - c. The Defendant wrote or authorized approximately 103,278 dosage units of Schedule IV controlled drugs during the 7-month time period, averaging 14,754 dosage units per month.
 - d. The Defendant wrote or authorized approximately 483 dosage units of Schedule V controlled drugs during the 7-month time period, averaging 69 dosage units per month.
10. Defendant was released from Talbott on August 21, 1999.
11. Defendant is guilty of unprofessional conduct in that he:
- A. Habitually used habit-forming drugs in violation 59 O.S. §509(5) and OAC 435:10-7-4(3).
 - B. Engaged in dishonorable or immoral conduct which is likely to deceive, defraud or harm the public in violation of 59 O.S. §509(9) and OAC 435:10-7-4(11).
 - C. Violated any provision of the medical practice act or the rules and regulations of the Board or of an action, stipulation, or agreement of the Board in violation of 59 O.S. §509(14) and OAC 435:10-7-4(39),
 - D. Was unable to practice medicine with reasonable skill and safety to patients by reason of excessive use of drugs, narcotics, chemicals or any other type of material or as a result of any mental

or physician condition in violation of 59 O.S. §509(16) and OAC 435:10-7-4(40).

E. Purchased or prescribed a regulated substance in Schedules I through V for the physician's personal use in violation of OAC 435:10-7-4(5).

F. Prescribed, sold, administered, distributed, ordered or gave a drug legally classified as a controlled substance or recognized as an addictive dangerous drug to a family member or to himself or herself in violation of OAC 435:10-7-4(26).

G. Prescribed a controlled substance without medical need in accordance with published standards in violation of 59 O.S. §509(17) and OAC 435:10-7-4(2) and (6).

H. Indiscriminate or excessive prescribing of controlled or narcotic drugs in violation of OAC 435:10-7-4(1).

I. Engaged in physical conduct with a patient which is sexual in nature, or any verbal behavior which is seductive or sexually demeaning to a patient in violation of 59 O.S. §509 (18) and OAC 435:10-7-4(45).

Conclusions of Law

1. The Board has jurisdiction and authority over the Defendant and subject matter herein pursuant to the Oklahoma Allopathic Medical and Surgical Licensure and Supervision Act (the "Act") and its applicable regulations. The Board is authorized to enforce the Act as necessary to protect the public health, safety and welfare.

2. Defendant, James Kent Robberson, Oklahoma medical license 11847, is guilty of unprofessional conduct set forth below based on the foregoing facts:

A. Habitually used habit-forming drugs in violation 59 O.S. §509(5) and OAC 435:10-7-4(3).

B. Engaged in dishonorable or immoral conduct which is likely to deceive, defraud or harm the public in violation of 59 O.S. §509(9) and OAC 435:10-7-4(11).

C. Violated any provision of the medical practice act or the rules and regulations of the Board or of an action, stipulation, or agreement of the Board in violation of 59 O.S. §509(14) and OAC 435:10-7-4(39),

D. Was unable to practice medicine with reasonable skill and safety to patients by reason of excessive use of drugs, narcotics, chemicals or any other type of material or as a result of any mental or physician condition in violation of 59 O.S. §509(16) and OAC 435:10-7-4(40).

E. Purchased or prescribed a regulated substance in Schedules I through V for the physician's personal use in violation of OAC 435:10-7-4(5).

F. Prescribed, sold, administered, distributed, ordered or gave a drug legally classified as a controlled substance or recognized as an addictive dangerous drug to a family member or to himself or herself in violation of OAC 435:10-7-4(26).

G. Prescribed a controlled substance without medical need in accordance with published standards in violation of 59 O.S. §509(17) and OAC 435:10-7-4(2) and (6).

I. Indiscriminate or excessive prescribing of controlled or narcotic drugs in violation of OAC 435:10-7-4(1).

I. Engaged in physical conduct with a patient which is sexual in nature, or any verbal behavior which is seductive or sexually demeaning to a patient in violation of 59 O.S. §509 (18) and OAC 435:10-7-4(45).

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 license of Defendant, James Kent Robberson, M.D., Oklahoma license no. 11847, is hereby **SUSPENDED** beginning May 3, 1999 through November 3, 1999, for a period of six (6) months.

3. Pursuant to the parties' voluntary agreement and submittal to jurisdiction, Defendant shall be placed on **PROBATION** for an indefinite period of time following his suspension under the following terms and conditions:

A. Defendant will conduct his practice in compliance with the Oklahoma Allopathic Medical and Surgical Licensure and Supervision Act as interpreted by the Oklahoma State Board of Medical Licensure and Supervision. Any question of interpretation regarding said Act 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 Oklahoma State Board of Medical Licensure and Supervision.

B. Upon request of the Board Secretary, Defendant will request all hospitals in which he anticipates practicing to furnish to the Board Secretary of the Oklahoma State Board of Medical Licensure and Supervision a written statement regarding monitoring of his practice while performing services in or to that hospital.

C. Defendant will furnish to each and every state in which he holds licensure or applies for licensure and hospitals, clinics or other institutions in which he holds or anticipates holding any form of staff privilege or employment, a copy of the Board Order stipulating sanctions imposed by the Oklahoma State Board of Medical Licensure and Supervision.

D. Defendant will not supervise allied health professionals.

- E. Defendant will not prescribe, administer, dispense or possess any drugs in Schedules I through V.
- F. Defendant will submit biological fluid specimens to include, but not limited to, blood and urine, for analysis, upon request of the Oklahoma State Board of Medical Licensure and Supervision or its designee, and Defendant will pay for the analysis thereof.
- G. Defendant will not prescribe, administer or dispense any medications for personal use or for that of any family member.
- H. 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 the Board Order immediately upon initiation, or continuation of treatment.
- I. Defendant will have the affirmative duty not to ingest any substance which will cause a body fluid sample to test positive for prohibited substances.
- J. Defendant will authorize in writing the release of any and all information regarding his treatment at Talbott and any other records of his medical, emotional or psychiatric treatment to the Oklahoma State Board of Medical Licensure and Supervision.
- K. Defendant will abide by the terms and recommendations of his postcare contracts with Talbott and the Physicians' Recovery Program, copies of which are attached hereto, including psychiatric treatment or counseling with a doctor or therapist approved by the Oklahoma State Board of Medical Licensure and Supervision. Defendant will authorize in writing the release of any and all records of that treatment to the Oklahoma State Board of Medical Licensure and Supervision and will authorize the Compliance Consultant to the Board to discuss his case and treatment with the individuals providing Defendant's treatment.
- L. Defendant will continue under the treatment of Ed Beckham or any other psychologist approved by the Board Secretary. Defendant shall continue counseling with Dr. Beckham until both Dr. Beckham and the Board approve discontinuance of counseling. Defendant shall request Dr. Beckham to provide quarterly reports of his progress to the Board Secretary.

- M. Defendant shall have a chaperone, who shall be a licensed health care provider, with him at any time that he is examining a female patient.
- N. Defendant will not apply for state and federal registration of controlled dangerous substances until the term of his probation has expired unless authorized to do so by the Board.
- O. Defendant will attend three (3) meetings per week of a local 12-step program.
- P. Defendant shall promptly notify the Board of any relapse, including any entry, or re-entry, into a treatment program for substance abuse.
- Q. Defendant shall promptly notify the Board of any citation or arrest for traffic or for criminal offenses involving substance abuse.
- R. Defendant will keep the Oklahoma State Board of Medical Licensure and Supervision informed of his current address.
- S. 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 unless Defendant affirmatively obtains a deferment of all or part of said fees upon presentation of evidence that is acceptable to the Board Secretary.
- T. 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.
- U. Defendant shall make himself available for one or more personal appearances before the Board or its designee upon request.
- V. Defendant shall submit any required reports and forms on a timely and prompt basis to the Compliance Coordinator or designee.
- W. 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.

Dated this 3 day of ^{February} ~~January~~, 2000.

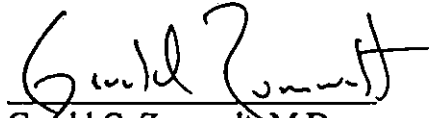


Billy Stout, M.D., Secretary
Oklahoma State Board of
Medical Licensure and Supervision

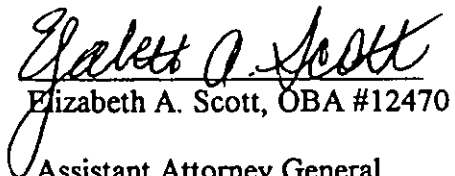
AGREED AND APPROVED



James Kent Robberson



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




Elizabeth A. Scott, OBA #12470

Assistant Attorney General
State of Oklahoma
5104 N. Francis, Suite C
Oklahoma City, OK 73118

Attorney for the Oklahoma State
Board of Medical Licensure and
Supervision

CERTIFICATE OF MAILING

I certify that on the 4 day of ^{Feb} ~~January~~, 2000, a mailed a true and correct copy of the Order Accepting Voluntary Submittal to Jurisdiction to James Kent Robberson, 116 E. Robert S. Kerr, Wynnewood, OK 73098.



Janet Owens

TALBOTT RECOVERY CAMPUS
CONTINUING CARE CONTRACT

DISCHARGE DATE: 8-21-99

NAME: James K. Robberson

HOME ADDRESS: 116 E Robert S. Kerr
Wynnewood, OK. 73098

TELEPHONE H: 405 665 5166 W: 405 665 4351

1. I agree to participate in continuing care under the auspices of the Talbott Recovery Campus for five years from the date of my discharge.
2. I agree to abstain completely from any mood changing chemicals except as prescribed by my primary care physician and, when appropriate, after consultation with an Addictionologist.
3. I agree to follow the terms of my Relapse Contract (see page six).
4. If I change my address, I agree to notify the Continuing Care Associate within two weeks ~~after~~ before such a move.
5. I agree to complete, submit for review to the monitoring professional, and mail to Talbott Recovery Campus the Continuing Care Quarterly Monitoring Report.
6. The following are specific problems regarding my hospital, licensing board, DEA, etc. (include prevailing restriction):

OKla. license - ~~in process~~ Surrendered

DEA Surrendered

I will have a hearing with the
Oklahoma Board

REDISCULOSURE OF THIS
INFORMATION TO ANY OTHER
PARTY IS PROHIBITED.

Volunteer work with Chamber of Commerce

No return until cleared by Board

7. I will practice my work profession in the following location:

Address: 116 E Robert S. Kerr
Wynnewood, OK. 73098
Phone: 405.665 4351

8. I agree to the following recommendations regarding my return to work:

Pending seeing licensing Board - as per monitoring
And as directed by Ed Beckham, Ph.D.

9. Until I return to work, I agree to follow a schedule approved by my monitor. The schedule will include:

Will discuss with Monitor upon return home
Maintenance work 9-11 M-F Chamber Com. Vol work 1-2 M-F

10. I plan to return to work by: unknown (will start maintenance work and volunteer work Wed, Sat, Sun)

11. I plan to work the following hours per week: less than 40

12. I will use as my primary physician:

(any changes to be approved by Monitor)

Name: Kevin B. Lane D.O.
Address: 422 S. Main
Newcastle, OK. 73065
Phone: 405 387-3120

13. I will use as my monitoring professional:

REDISCLASURE OF THIS INFORMATION TO ANY OTHER PARTY IS PROHIBITED.

Name: Harold Thieson, MD.
Address: OK Physicians Recovery Program
1100 N Mustang Rd.
Phone: Mustang, OK 73064
405-376-9728

14. I agree to the following specifics for contacting my monitor:

As per monitor = call Harold Thiessen
on Mon 7/23/99 to check in and then

15. I agree to random urine/blood monitoring drug screens to be set up by as directed
As per monitor and agree to pay for these urine/blood drug screens.

16. I have asked the following person to be my sponsor and to actively work with me on 8th and 9th Step issues:

Name: Tom Henderson

Address: unknown at present

Phone: 405 579-0656

17. I agree to the following living recommendations:

Live with wife & daughter.

18. I will initially attend 90 Twelve Step Support Group meetings in 90 days followed by attending at a frequency of four to seven times per week.

19. The following are the Support Group meetings available in my area:

<u>Day</u>	<u>Type of Meeting</u>	<u>Location</u>	<u>Time</u>
Monday	<u>Cadacis (12 step)</u>	<u>Child Hosp-OKC</u>	<u>7:00 p</u>
Tuesday	<u>NA (Basic Text)</u>	<u>Norman, OK</u>	<u>8:00 p</u>
Wednesday	<u>NA (Topic)</u>	<u>Norman, OK</u>	<u>8:00 p</u>
Thursday	<u>AA (12 step)</u>	<u>Pauli Valley, OK</u>	<u>8:00 p</u>
Friday	<u>NA (Topic)</u>	<u>Norman</u>	<u>12:00 noon</u>
Saturday	<u>NA (Basic Text)</u>	<u>Norman</u>	<u>8:00 p</u>
Sunday	<u>NA (Topic)</u>	<u>Norman</u>	<u>7:30 p</u>

DISCLOSURE OF THIS INFORMATION TO ANY OTHER PARTY IS PROHIBITED.

Additional Comments: I will look at other
locations & times on return home.

20. I agree to attend the following Health Professionals group, i.e., Caduceus, if applicable:

Name: State Recovering Physician Caduceus

Location: Children Hosp.

OKC, City, OKla. Mon 7:00PM

Contact Person: Harold Thiesen

Phone: _____

21. I agree to attend the following continuing care group, if applicable:

Name of Group: As directed by monitor

Time: and Dr Beckham

Location: _____

22. I agree to participate in individual, marriage, or family therapy, if applicable:

Therapist: E. Edward Beckham Ph.D.

Time: To be set

Location: 6406 N. Santa Fe, Ste. A

OKC, OKla. 73116

Phone: 405 840 3793

REDISCLASURE OF THIS
INFORMATION TO ANY OTHER
PARTY IS PROHIBITED.

23. I plan to return for the following continuing care visits (to include Return Visits and/or Alumni Retreat):

- 1. Oct 11 & 12
- 2. Six month (Dec or Winter 2000)
- 3. one year + 5 years

If unable to attend the scheduled Return Visit(s), I agree to communicate the reason for my absence in writing to the Continuing Care Associate.

24. I agree to the following additional recommendations regarding my continuing care:

As directed by minutes of
Berkham

25. I will continue to develop my spiritual program of action (pages 85-88 Big Book) by participation in the following:

Daily spirituals, Church Services

26. I will continue to invest in my family life by the following:

Spend time with wife involved in work & recreation, Will attend daughters activities

27. I will continue to develop my leisure time by participation in:

(Walking, at least 3 x wk for 30 minutes)
Take up Golf, sporting events with daughter
Fun activities with peers in RECREATION

REDISCULOSURE OF THIS
 INFORMATION TO ANY OTHER
 PARTY IS PROHIBITED.

28. I will continue to maintain my physical health by:

Walking, Watching diet and weight, get regular sleep patterns

29. I will assume responsibility for all expenses connected with my treatment, and all previous debts, if applicable, by:

Sept 1, 1999 (Treatment expenses by 8-20-99)

30. I will comply with the Talbott Recovery Campus Business Office agreement.

[Signature]
Patient Signature

8-16-99
Date

[Signature]
Continuing Care Associate

8/16/99
Date

cccontra.ct 10/97

REDISCLOSURE OF THIS INFORMATION TO ANY OTHER PARTY IS PROHIBITED.

RELAPSE CONTRACT

I. I, James K. Robberson, should I use any alcohol or other mood alternating drugs, agree to perform the following within 24 hours:

- A. Contact my AA/NA Sponsor
- B. Attend an AA/NA meeting and pick up a white chip when applicable.
- C. Contact my monitoring professional in my area to inform him/her of my relapse.
- D. Contact the Continuing Care Associate at the Talbott Recovery Campus to inform him of my relapse.

II. I, Jubree Robberson, as a member of the family or significant other, agree to encourage the patient to contact the monitoring professional to inform him/her of the relapse. I agree to contact my sponsor and home Al-Anon group for additional suggestions. I agree to contact the monitoring professional and the Continuing Care Associate at TRC as outlined above if the patient is unwilling to do so.

III. I, James K. Robberson, will complete and return this contract to TRC within 30 days of my discharge.

James K. Robberson
Patient Signature

8-18-99
Date

Jubree Robberson
Family Member/Significant Other Signature

Date

[Signature]
Monitoring Professional Signature
[Signature]
Continuing Care Associate
Talbott Recovery Campus

Date
8/18/99
Date

REDISCLOSURE OF THIS INFORMATION TO ANY OTHER PARTY IS PROHIBITED.

gke

CONTRACT BETWEEN THE OKLAHOMA STATE MEDICAL ASSOCIATION RECOVERY COMMITTEE AND James Robberson MD

The purpose of this contract is for the Oklahoma State Medical Association Physician Recovery Program to provide advocacy for Dr. Robberson and in order to assure that such advocacy is appropriate, the below provisions will serve to aid Dr. Robberson in strengthening his personal recovery program and to assure the Program representatives that a strong recovery program is in place.

Dr. Robberson agrees to remain abstinent from all psychoactive substances, legal or illegal, including alcohol. To validate that abstinence random urine drug screens will be obtained, as arranged by Dr. Thiessen, and results furnished to the Physician Recovery Program contingent upon the approval of the monitoring plan by the program representative.

Dr. Robberson agrees to attend the Ok Coders Medical Professional Support Group as well as three (3) other community twelve step (A.A. or N.A.) meetings weekly. Upon request by the Physician Recovery Program the validation of that meeting attendance will be made available. In addition Dr. Robberson, agrees to obtain a sponsor with at least two years abstinent recovery, with whom he/she will maintain at least weekly contact.

Should the urine drug screen tests be positive or questionable or should there be a significant lapse of any of the other aspects of the personal recovery program as outlined herein, the appropriate Board, licensing agency or insurance carrier may be notified immediately; and Dr. Robberson agrees to undergo appropriate evaluation and/or treatment at a treatment facility chosen by the Committee or Program representative.

Dr. Robberson agrees to advise any physician treating him/her of his alcoholism or chemical dependency history; and Dr. Thiessen or other Program representative agrees to provide consultation as to chemical dependency issues specifically as to use of certain medications to Dr. Robberson or the treating physician.

Dr. Robberson hereby authorizes release of information from the Physician Recovery Program to the appropriate Board, licensing agency or insurance carrier as outlined above and as requested for advocacy purposes.

This contract will be for (5) years.

[Signature] Participating Physician. 8-30-99 Date

[Signature] for Physician Recovery Program 8/30/99 Date

*Drug screens: Bi weekly X6 mos
Random weekly X6 mos
Bi monthly X6 mos when reassess for frequency
all of after care recommendations / Double Jimmy Reevaluates
family + on online therapy = Ed Berkman PHD on rec. by
Robberson. AV
H