

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, )

FEB 03 2000

OKLAHOMA STATE BOARD OF  
MEDICAL LICENSURE & SUPERVISION

Plaintiff, )

v. )

Case No. 99-09-2113

EDWARD P. JOVEE, R.C., )  
R.C. LICENSE NO. 1217, )

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, Edward P. Jovee, R.C., Oklahoma R.C. license no. 1217, who appears in person and pro se, 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 November 12, 1999 and acknowledges that hearing before the Board would result in some sanction under the Respiratory Care Practice Act.

Defendant, Edward P. Jovee, R.C., 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.

## ***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 respiratory therapists in the State of Oklahoma pursuant to 59 Okla. Stat. §§ 480 *et seq.* and 2026 *et seq.*

2. Defendant, Edward P. Jovee, R.C., holds respiratory care license no. RC1217 in the State of Oklahoma.

3. On September 21, 1996, Fairfax Memorial Hospital, the hospital where Defendant was employed, obtained a drug screen from Defendant. This test showed positive levels for Cannabinoids.

4. Based upon his positive drug screen, Defendant was allowed to resign his position at the hospital in lieu of the filing of criminal charges.

5. On or about July 3, 1999, Defendant responded to a call to see an emergency room patient at Integris Drumright Memorial Hospital while under the influence of alcohol.

6. Based on the allegations stated above, Defendant is guilty of unprofessional conduct as follows:

- A. He is unfit or incompetent by reason of negligence, habits, or other causes of incompetency in violation of 59 O.S. §2040(2).
- B. He is addicted to, or has improperly obtained, possessed, used or distributed habit-forming drugs or narcotics in violation of 59 O.S. §2040(4).
- C. He has violated the following provisions of the rules promulgated by the Board under 59 O.S. §2040(9):
  - (1) Habitual or excessive use of any drug which impairs the ability to practice with reasonable skill and safety to the patient in violation of OAC 435:10-7-4(3).
  - (2) Conduct likely to deceive, defraud, or harm the public in violation of OAC 435:10-7-4(11).

- (3) Prescribing, selling, administering, distributing, ordering, or giving any 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).
- (4) Violating any state or federal law or regulation relating to controlled substances in violation of OAC 435:10-7-4(27).
- (5) Inability to practice his profession 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 physical condition in violation of OAC 435:10-7-4(40).

### *Conclusions of Law*

1. The Board has jurisdiction and authority over the Defendant and subject matter herein pursuant to the Respiratory Care Practice 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, Edward P. Jovee, R.C., Oklahoma respiratory care license no. 1217, is guilty of the unprofessional conduct set forth below based on the foregoing facts:

- A. He is unfit or incompetent by reason of negligence, habits, or other causes of incompetency in violation of 59 O.S. §2040(2).
- B. He is addicted to, or has improperly obtained, possessed, used or distributed habit-forming drugs or narcotics in violation of 59 O.S. §2040(4).
- C. He has violated the following provisions of the rules promulgated by the Board under 59 O.S. §2040(9):
  - (1) Habitual or excessive use of any drug which impairs the ability to practice with reasonable skill and safety to the patient in violation of OAC 435:10-7-4(3).
  - (2) Conduct likely to deceive, defraud, or harm the public in violation of OAC 435:10-7-4(11).

- (3) Prescribing, selling, administering, distributing, ordering, or giving any 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).
- (4) Violating any state or federal law or regulation relating to controlled substances in violation of OAC 435:10-7-4(27).
- (5) Inability to practice his profession 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 physical condition in violation of OAC 435:10-7-4(40).

*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, Defendant shall be placed on PROBATION for a period of five (5) years under the following terms and conditions:

A. Defendant will conduct his practice in compliance with the Oklahoma Respiratory Care Practice 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. 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.

C. Upon request of the Board Secretary, Defendant will request all hospitals in which he practices to furnish to the Board Secretary a written statement regarding monitoring of his practice while performing services in or to that hospital.

D. 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.

E. Defendant will not prescribe, administer, dispense or possess any drugs in Schedules 2-5 except to hospital inpatients or emergency room patients.

F. 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.

G. Defendant will have the affirmative duty not to ingest any substance which will cause a body fluid sample to test positive for prohibited substances.

H. Defendant will attend two (2) meetings per week of Alcoholics Anonymous or another 12-Step program approved in advance by the Board Secretary, and will obtain a sponsor for the same.

I. Defendant will abide by his post care contract with Integris Corporate Assistance Program, a copy of which is attached hereto.

J. Defendant shall promptly notify the Board of any citation or arrest for traffic or for criminal offenses involving substance abuse.

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

L. Defendant will authorize in writing the release of any and all records of his medical, emotional or psychiatric 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.

M. Defendant will keep the Oklahoma State Board of Medical Licensure and Supervision informed of his current address.

N. Defendant will keep current payment of all assessment by the Oklahoma State Board of Medical Licensure and Supervision for prosecution, investigation and monitoring of his case.

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

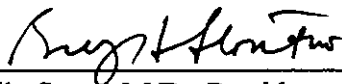
P. Defendant shall make himself available for one or more personal appearances before the Board or its designee upon request.

Q. Defendant will notify the Board or its designee of any slip, relapse, entry or re-entry into an inpatient 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.

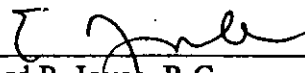
R. Failure to meet any of the terms of this Board Order will constitute cause for the Board to initiate additional proceedings to suspend, revoke or modify Defendant's license after due notice and hearing.

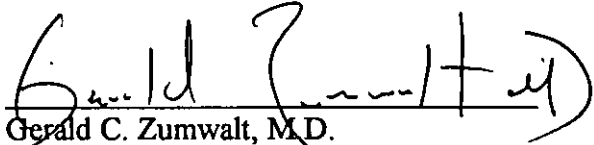
3. Promptly upon receipt of an invoice for such charges, Defendant shall pay all costs of this action authorized by law, including without limitation, legal fees and investigation costs, and shall keep current all payments for monitoring his compliance with this agreement.

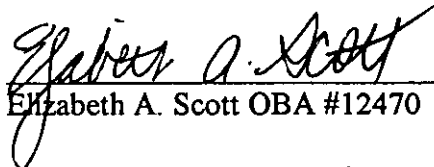
Dated this 3 day of ~~January~~<sup>February</sup>, 2000.

  
\_\_\_\_\_  
Billy Stout, M.D., President  
Oklahoma State Board of  
Medical Licensure and Supervision

**AGREED AND APPROVED:**

  
\_\_\_\_\_  
Edward P. Jovee, R.C.  
License No. RC1217

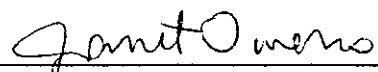
  
\_\_\_\_\_  
Gerald C. Zumwalt, M.D.  
Secretary & Medical Advisor  
Oklahoma State Board of  
Medical Licensure and Supervision

  
\_\_\_\_\_  
Elizabeth A. Scott OBA #12470  
Assistant Attorney General  
State of Oklahoma  
5104 N. Francis, Suite C  
Oklahoma City, OK 73118  
405/848-6841

Attorney for the Oklahoma State Board  
of Medical Licensure and Supervision

**CERTIFICATE OF MAILING**

This is to certify that on this 7th day of February, 2000, a true and correct copy of this order was mailed, postage prepaid, to: Edward P. Jovee, RC, 501 Lou Allard Drive, DMH/Respiratory Dept., Drumright, OK 74030.

  
\_\_\_\_\_  
Janet Owens, Secretary

## CONDITION OF EMPLOYMENT AGREEMENT

***IT IS THE PURPOSE OF THIS AGREEMENT TO PREVENT ANY MISUNDERSTANDING OR CONFUSION REGARDING THE TERMS AND TIMES SPECIFIED FOR ANY DRUG AND/OR ALCOHOL REHABILITATION AS A CONDITION OF EMPLOYMENT. THIS AGREEMENT IS SPECIFICALLY DESIGNED TO MEET THE NEEDS OF THE INDIVIDUAL, AND IS UNIQUELY SUITED TO THE INDIVIDUAL EMPLOYEE. THIS CONTRACT IS ONE COMPONENT OF THE INTEGRIS HEALTH SUBSTANCE ABUSE POLICY, AND IS NOT IN CONFLICT WITH THE POLICIES AND PROCEDURES OUTLINED IN THE PERSONNEL POLICY AND PROCEDURES MANUAL.***

1. I, Edward Jovee, do hereby agree to the terms of this Agreement for a period of two (2) years from the signature date of this Agreement. I FURTHER UNDERSTAND AND AGREE THAT I HAVE AN EMPLOYMENT-AT-WILL EMPLOYMENT STATUS WITH INTEGRIS HEALTH AND THAT I MAY BE DISCHARGED WITH OR WITHOUT CAUSE. I UNDERSTAND THAT THIS AGREEMENT IS NOT INTENDED TO CHANGE SUCH EMPLOYMENT-AT-WILL STATUS.
  
2. I understand that all expenses incurred during my treatment/ rehabilitation are my personal responsibility and, with this knowledge in mind, will be procured at my own expense.
  
3. After completing an accredited inpatient or outpatient substance abuse rehabilitation program, I agree to submit to the following conditions:
  - A. During the first ninety (90) days after treatment, I agree to attend a minimum of ninety (90) Alcoholics Anonymous and/or Narcotics Anonymous meetings. I agree to furnish documentation of my attendance at said meetings to the INTEGRIS Employee Assistance Program ("EAP") Counselor.
  
  - B. I agree to attend monthly meetings with the department director or designate for the duration of this Agreement.



EXHIBIT C

Page 1 of 4

- C. I agree to attend bi-monthly meetings (two meetings monthly) with a representative of the EAP for the term of this Agreement.
- D. I agree to provide to the EAP, until such time as I am released from aftercare, documentation of the continuation of my aftercare program. Further, I agree to provide documentation of my release from such program.
4. I understand and agree that failure to complete the following described Aftercare Program within the parameters set forth will be a breach of this Agreement and grounds for immediate termination of my conditional employment with INTEGRIS.

Description of Aftercare Program:

- 1) ~~90 meetings~~ <sup>90 meetings</sup> in 90 days (AA or NA) and this can include (2) church services per week to begin after the treatment program at 12 X 12, Inc.
- 2) Two (2) counseling sessions per month with Melinda Campbell through the EAP program for 2 yrs
- 3) Attend monthly meetings with Tim Clough, CEO/CTO, for (2) two years.
- 4) Continue to provide documentation of all required meetings during duration of this agreement to Melinda Campbell.

5. I agree to authorize the release of information that will allow the parties identified to exchange information pertaining to my treatment for the purpose of a brief monthly report of my progress toward goals for rehabilitation (see attachment).

6. I agree to completely abstain from any mood-altering chemicals including, but not limited to, sedatives, stimulants, narcotics, soporifics, over-the-counter drugs/medications, and alcohol except those specifically prescribed for me by my primary care physician.

7. I will give my Department Director a full and detailed listing of my scheduled medications. Should there be any change in my medication regimen, I will inform my Department Director of this change immediately.

5) After 90 meetings in 90 days, Mr. Jance, to attend a minimum of (2) two (AA or NA) 12 step meetings weekly for the duration of this agreement. This can not include church services.

EXHIBIT C

Page 2 of 4

8. I agree to provide on a unscheduled basis for testing purposes in accordance with the INTEGRIS *Health* Substance Abuse Policy urine and/or blood specimens, in the presence of a qualified witness, at the discretion and/or direction of INTEGRIS *Health*, and further understand and agree that failure to pass any such test is grounds for immediate termination.

9. *For an Employee Involved in Direct Patient Care:*

A. I agree to abstain completely from the handling of narcotic keys or to be involved in any way with the counting of narcotics in any patient care area. I further agree to abstain completely from the direct handling of any Class I, II, III or IV narcotics for the period of time mandated by this Agreement.

B. I agree to work closely with the personnel on my shift and maintain a fair and equitable work load distribution. I agree to comply with the terms of this Agreement, knowing that I will be unable to accomplish the management of any patient's pain through the administration of narcotics.

10. I understand and agree that I shall remain subject to the policies and procedures as outlined in the INTEGRIS *Health* Policy and Procedures Manual.

11. I understand and agree that for the period of this Agreement I will be unable to transfer to any other department or unit. I further understand and agree that my termination from my primary department or unit will constitute a classification of "No Rehire" and, if related to a substance abuse problem, obligates INTEGRIS to report such occurrence or event to the appropriate board of professional licensure.

12. I understand and agree that my continued employment with INTEGRIS *Health* is contingent upon my meeting satisfactorily all the above terms of this condition of employment and that my failure to do so relinquishes all defense on my part and subjects me to immediate termination of my employment with INTEGRIS *Health*. **I ALSO UNDERSTAND THAT THE ABOVE TERMS AND CONDITIONS OF EMPLOYMENT DO NOT MODIFY MY EMPLOYMENT-AT-WILL STATUS AND DO NOT LIMIT THE ABILITY OF INTEGRIS HEALTH TO DISCHARGE ME WITH OR WITHOUT CAUSE.**

EXHIBIT C

Page 3 of 4

13. I understand that upon completion of this Agreement, the appropriate parties will review my job performance and recovery progress to determine if the terms and conditions of employment will be removed, modified, sustained, or increased.

CONTRACT LENGTH:

From: 12-1-99 To: 11-30-2001

[Signature]  
Employee Signature

1-11-2000  
Date

N/A  
Department Director Signature

          
Date

[Signature]  
Director of Employee Relations Signature

1-11-2000  
Date

[Signature]  
Employee Assistance Program Signature

12-29-1999  
Date

[Signature]  
Vice President Signature

1-11-2000  
Date

EXHIBIT C  
Page 4 of 4  
INTEGRIS *Health*, Inc.

SUBSTANCE ABUSE POLICY  
ACKNOWLEDGMENT

(see attached)

I hereby acknowledge that I have received my personal copy of the INTEGRIS *Health* Drumright Memorial Hospital Substance Abuse Policy.

I understand and agree that it is my responsibility to become familiar with the contents of the policy.

I understand that the procedures outlined in this policy are not intended to be a binding contract, but are guidelines for implementation of a Substance Abuse Policy.

I understand that INTEGRIS Drumright Memorial Hospital may modify any of the provisions of this policy at any time.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Department: \_\_\_\_\_

INTEGRIS Facility: \_\_\_\_\_

INTEGRIS Health, Inc.

**SUBSTANCE ABUSE POLICY  
ACKNOWLEDGMENT**

I hereby acknowledge that I have received my personal copy of the INTEGRIS Health Substance Abuse Policy.

I understand and agree that it is my responsibility to become familiar with the contents of the policy.

I understand that the procedures outlined in this policy are not intended to be a binding contract, but are guidelines for implementation of a Substance Abuse Policy.

I understand that INTEGRIS may modify any of the provisions of this policy at any time:

Signature: Edward Jove

Print Name: Edward Jove

Date: 7-28-98

Department: Cardiopulmonary

INTEGRIS Facility: Drumright Memorial Hospital

INTEGRIS HEALTH