



## ***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, Cheryl D. Sims, M.D., holds Oklahoma license no. 15789.

3. From June 8, 1999 through June 21, 1999, Defendant's behavior at her place of employment was observed as being erratic and disoriented. On June 21, 1999, Defendant's employer ordered a drug test on all employees, including Defendant, who tested positive for Benzodiazepine (Oxazepam) and THC (marijuana).

4. As a result of Defendant's positive drug screen, she was dismissed from her employment at Advanced Medical Group on June 23, 1999.

5. On October 31, 1997, Defendant's OBN permits expired and became inactive on December 11, 1997. Regardless of this fact, on August 23, 1999, Defendant wrote prescriptions for her office manager for 60 Tylenol #4, with one (1) refill, 30 Diazepam with one (1) refill and Keflex, all without current DEA and OBN permits.

6. On August 25, 1999, Defendant met with Board Investigator Jim Birdsong at the Board offices. When asked to explain the positive drug screen that she had while employed at Advanced Medical Group, Defendant admitted that the night before the drug screen she had smoked marijuana. She also admitted that the next morning she took a pill from a friend which she thought to be Valium. She additionally admitted to Mr. Birdsong that she smokes a lot of marijuana.

7. On August 25, 1999, while at the offices of the Board, Defendant voluntarily agreed to submit a urine specimen for analysis. The specimen was submitted to St. Anthony Drug Testing Lab which by report dated August 31, 1999 showed positive levels for marijuana.

8. On August 25, 1999, Defendant executed an agreement to cease practicing medicine in the State of Oklahoma until she completed a substance abuse program. Defendant additionally agreed to cease writing prescriptions for any drugs.

9. From September 28, 1999 through November 16, 1999, Defendant was treated for substance abuse at Rush Behavioral Health Center.

10. Defendant is guilty of unprofessional conduct in that she:
  - A. Habitually uses habit-forming drugs in violation 59 Okla. Stat. §509(5) and OAC 435:10-7-4(3).
  - B. Confessed to a crime involving a violation of the anti-narcotic laws of the federal government or the laws of this state in violation of 59 Okla. Stat. §509(8).
  - C. Engaged in dishonorable or immoral conduct which is likely to deceive, defraud or harm the public in violation of 59 Okla. Stat. §509(9) and OAC 435:10-7-4(11).
  - D. Is unable to practice medicine with reasonable skill and safety to patients by reason of age, illness, drunkenness, 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 Okla. Stat. §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).

### *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, Cheryl D. Sims, Oklahoma medical license 15789, is guilty of unprofessional conduct set forth below based on the foregoing facts:

- A. Habitually uses habit-forming drugs in violation 59 Okla. Stat. §509(5) and OAC 435:10-7-4(3).
- B. Confessed to a crime involving a violation of the anti-narcotic laws of the federal government or the laws of this state in violation of 59 Okla. Stat. §509(8)

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

D. Is unable to practice medicine with reasonable skill and safety to patients by reason of age, illness, drunkenness, 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 Okla. Stat. §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).

### *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, Cheryl D. Sims, M.D., Oklahoma license no. 15789, is hereby SUSPENDED beginning August 25, 1999 for a period of sixty (60) days.

3. Pursuant to the parties' voluntary agreement and submittal to jurisdiction, Defendant shall be placed on PROBATION for a period of five (5) years from the date of this order under the following terms and conditions:

A. Defendant will conduct her 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 she anticipates practicing to furnish to the Board Secretary of the Oklahoma State Board of Medical Licensure and Supervision a written statement regarding monitoring of her practice while performing services in or to that hospital.

C. Defendant will furnish to each and every state in which she holds licensure or applies for licensure and hospitals, clinics or other institutions in which she 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 keep duplicate, serially numbered prescriptions of all controlled dangerous substances and addictive drugs readily retrievable, in numerical order and will furnish copies to investigators or other authorized agents of the Board immediately upon request.

F. Defendant will practice in a structured, controlled, supervised, non-solo environment approved in advance by the Board Secretary.

G. 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.

H. Defendant will not prescribe, administer or dispense any medications for personal use or for that of any family member or friend.

I. Defendant will take no medication except that which is authorized by a physician treating her for a legitimate medical need. Defendant has the affirmative duty to inform any and every doctor treating her of the Board Order immediately upon initiation, or continuation of treatment.

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

K. Defendant will authorize in writing the release of any and all information regarding her treatment at Rush and any other records of her medical, emotional or psychiatric treatment to the Oklahoma State Board of Medical Licensure and Supervision.

L. Defendant will abide by the terms and recommendations of her postcare contracts with Rush 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 her case and treatment with the individuals providing Defendant's treatment.

M. Defendant will attend three (3) meetings per week of a local 12-step program.

N. Defendant shall promptly notify the Board of any relapse, including any entry, or re-entry, into a treatment program for substance abuse.

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

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

Q. Defendant will keep current payment of all assessments by the Oklahoma State Board of Medical Licensure and Supervision for prosecution, investigation and monitoring of her 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.

R. 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.

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

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

U. Defendant will obtain a primary care physician for her ongoing health maintenance needs.

V. 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.

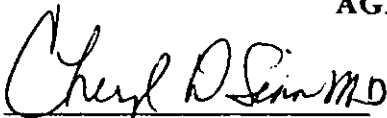
4. Promptly upon receipt of an invoice for such charges, Defendant shall pay all costs of this action authorized by law, including without limitation, legal fees and investigation costs, and shall keep current all payments for monitoring his compliance with this agreement.

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

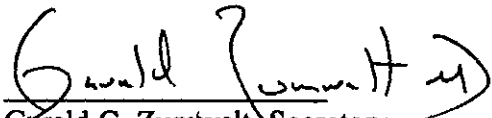


Billy Stout, M.D., President  
Oklahoma State Board of  
Medical Licensure and Supervision

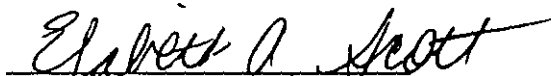
**AGREED AND APPROVED**



Cheryl D. Sims, M.D.  
License No. 15789



Gerald C. Zumwalt, 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 <sup>Feb</sup> ~~January~~, 2000, I mailed a true and correct copy of the Order Accepting Voluntary Submittal to Jurisdiction to Cheryl D. Sims, 1303 Prospect Circle, Wynnewood, OK 73098.

Janet Owens  
Janet Owens



*Sh*  
*JS*

CONTRACT BETWEEN THE OKLAHOMA STATE MEDICAL ASSOCIATION RECOVERY COMMITTEE AND Cheryl Sims MD.

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

Dr. Sims 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. Sims agrees to attend the Oklahoma City Cauducian 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. Sims, 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. Sims agrees to undergo appropriate evaluation and/or treatment at a treatment facility chosen by the Committee or Program representative.

Dr. Sims 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. Sims or the treating physician.

Dr. Sims 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 (five) years.

Cheryl Sims MD 11-22-99  
Participating Physician. Date

[Signature] 11-22-99  
for Physician Recovery Program Date

*Drug screens Bi weekly for 6 mo, Random weekly 6 mo  
Random Bi monthly 1 yr + then going to 4 determined  
COS*

RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER  
RUSH UNIVERSITY

2001 BUTTERFIELD RD. • SUITE 320, DOWNERS GROVE, IL 60515 • 630.969.7300  
FAX 630.969.6058

*Dr. Z*  
*Lilly*



RUSH BEHAVIORAL HEALTH CENTER

CADUCEUS AFTERCARE AGREEMENT

I, Cheryl Sims, having completed the primary treatment phase of the Rush Behavioral Health Professional's Program, agree to the following terms concerning my on going aftercare and monitoring. I understand that Rush Behavioral Health will act in an advocacy capacity regarding my professional standing so long as I adhere to the following conditions:

1. The terms of this contract shall be in effect for a period of twenty months from the contract date.
2. I agree to enroll in and abide by the conditions of my State Professional's Assistance Program under the direction of: Harold Thiessen, M.D., Oklahoma Physician Recovery Program.
3. I agree to practice my profession in the following location (specify profession, specify type of practice and location):

Profession: Medical Doctor  
 Type of practice: Family Practice  
 Location: \_\_\_\_\_

4. I agree to the following terms concerning the prescribing of handling of mood-altering chemicals: No prescribing for self, family, friends. Keep a personal log of all controlled substances prescribed.

5. I agree to the following restrictions or conditions regarding my professional practice:  
 \_\_\_\_\_

6. I agree to provide urine toxicology screens at a frequency indicated below or whenever requested by Rush Behavioral Health, the State Professional's Assistance Program, or my primary care physician. The urine monitoring shall be random, observed, and performed through an approved agency. (Specify which facility will be handling the monitoring and frequency of drops.

Facility: to be determined by OK PAP and Dr. Sims  
 Frequency: 1x/weekly for 3 mos., 2x monthly for 9 mos., 1x monthly for duration.  
 Monitor: OK PAP

Rush Behavioral Health Center - DuPage  
Sims, Cheryl  
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- 7. If forms need to be sent, such as quarterly reports, toxicologies, etc. please state which forms need to be sent and frequency of mailing:

Forms: \_\_\_\_\_  
 Frequency of mailing: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

If this information changes, please contact the M.D. Secretary at Rush Behavioral Health at (630) 969-7300.

- 8. I agree to obtain a primary care physician who will assume responsibility for my medical health maintained. Preferably one knowledgeable about addiction.

Primary Physician: to be obtained within 6 weeks of discharged based on referrals from OK PAP  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

- 9. I agree to the following recommendations concerning individual therapy, family therapy, or halfway house placement: Individual therapy to be assessed for start date at 1<sup>st</sup> quarterly visit.

- 10. I agree to attend the following professional's monitoring and support group: Caduceus aftercare 1x weekly.

- 11. I agree to attend a recovery self-help group and obtain a sponsor. (Indicate self-help group and frequency): NA/AA closed meetings, minimum 3x weekly.

- 12. I agree to take responsibility for expenses associated with treatment and aftercare.

- 13. I agree to meet with my Rush Behavioral Health aftercare coordinator on a quarterly basis, or as indicated. If located outside the area, indicate type and frequency of aftercare contact: Follow-up visit at RBH in 3-6 months.

- 14. I agree to attend the Rush Behavioral Health-DuPage Alumni Renewal on the following dates: Spring 2000 (recommended but voluntary).

- 15. I agree to abstain from the use of all mood-altering chemicals, except as prescribed by my primary or treating physicians, and, whenever possible, in consultation with my supervising physician at Rush Behavioral Health at the earliest opportunity. Further, I agree to a policy of not self-prescribing medications for any reason.

- 16. I agree to notify Rush Behavioral Health immediately in the event of a relapse.

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Caduceus Aftercare Contract

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- 17. I understand that failure to comply with the terms of this contract may result in termination of professional advocacy, and that the appropriate monitoring agencies will be informed as necessary.

Cheryl D Sims 11-16-99  
 Signature of Caduceus Enrollee Date

40 R. Danny Knowles  
 Address: RT 2 Box 174 Wymewood IL 61888  
 Street City State Zip Code

Home Phone: 580 8682484 (unde) Work Phone: \_\_\_\_\_

Pager: \_\_\_\_\_ Other: \_\_\_\_\_

Special Instructions for Caller: \_\_\_\_\_

[Signature] 11/16/99  
 Signature of Primary Counselor Date

[Signature] 11-12-99  
 Signature of Supervising Physician Date

First appointment scheduled with on: \_\_\_\_\_ with \_\_\_\_\_  
 (Date) (Rush Physician)