

IN AND BEFORE THE OKLAHOMA BOARD OF
MEDICAL LICENSURE AND SUPERVISION

STATE OF OKLAHOMA

IN THE MATTER OF THE)
APPLICATION OF)
JAMES N. JARVIS, M.D.)
FOR MEDICAL LICENSURE)
IN OKLAHOMA)

CASE NO. 98-01-1963

VOLUNTARY SUBMITTAL
TO JURISDICTION AND ORDER
GRANTING LICENSURE UNDER PROBATION

NOW on this 23 day of January, 1998, there comes on before the Oklahoma State Board of Medical Licensure and Supervision, the above styled and numbered cause of action. The Applicant, James N. Jarvis, M.D., the undersigned, states that he is of sound mind and not under the influence of any medication or drug or impaired thereby and that the Applicant fully recognizes his right to appear before the Oklahoma State Board of Medical Licensure and Supervision, for evidentiary hearing on his Application herein. Of his own volition and decision, the Applicant waives his right to appear before the Oklahoma State Board of Medical Licensure and Supervision for a full hearing and acknowledges that there are issues in his Application which may form a basis for denial of his Application. Therefore, after consultation with the Board staff, Applicant, James N. Jarvis, M.D., hereby voluntarily and of his own volition submits to the jurisdiction of the Board, acknowledges all facts set forth in his Application and other materials and agrees to licensure in Oklahoma as a physician and surgeon under the conditions and terms of probation as set forth in this Order.

FINDINGS OF FACT

1. That Applicant, James N. Jarvis, M.D., applied for licensure in Oklahoma as a physician and surgeon.

2. That in approximately September, 1997, Applicant did voluntarily submit to evaluation by the Menninger Clinic for evaluation relating to professional sexual misconduct. As a result of that evaluation, Applicant did enter into a formal contract and agreement between himself and the Oklahoma State Medical Association Recovery Committee on or around December 8, 1997, setting forth terms and conditions that would govern any practice of medicine in the State of Oklahoma.

CONCLUSIONS OF LAW

1. The Oklahoma State Board of Medical Licensure and Supervision has jurisdiction in this matter.

2. That Applicant, James N. Jarvis, M.D., has provided evidence of fulfillment of requirements for licensure in Oklahoma as a physician and surgeon and does also agree to imposition of probation with the Oklahoma State Board of Medical Licensure and Supervision for a period of five (5) years and such action is within the legal authority of the Board.

ORDER

IT IS THEREFORE ORDERED by the Oklahoma State Board of Medical Licensure and Supervision as follows:

1. That Applicant, James N. Jarvis, M.D., should be and is hereby GRANTED LICENSURE to practice medicine and surgery in the State of Oklahoma carrying License No. 20522, and simultaneously Applicant Jarvis shall be placed on PROBATION to the Oklahoma State Board of Medical Licensure and Supervision for a period of five (5) years to begin on January 24, 1998, under the following terms and conditions:

(a) During the period of probation Applicant agrees to remain abstinent from all psycho-active substances, legal or illegal, including alcohol. To validate that abstinence, random urine drug screens

will be obtained as arranged by the Physician Recovery Program or by the representative of the Oklahoma Board of Medical Licensure and Supervision.

(b) During the period of probation Applicant agrees to attend the Oklahoma City Medical Professional Support Group as well as other community 12-step meetings on a weekly basis. Upon request by the representative of the Oklahoma Board of Medical Licensure and Supervision to validate meeting attendance Applicant Jarvis will make that record of attendance available. In addition, Applicant Jarvis agrees to obtain a sponsor with at least two-years abstinent recovery with whom he will maintain weekly contact.

(c) Should the urine drug screen test be positive or questionable or should there be a significant lapse of any of the other aspects of the personal recovery program with the Physician Recovery Program of the OSMA or with the Medical Board, licensing agency or insurance carrier, the Board shall be notified immediately and Applicant Jarvis agrees to undergo appropriate evaluation and/or treatment at a treatment facility chosen by the Board.

(d) During the period of probation, Applicant agrees to advise any physician treating him of his alcoholism or chemical dependency or sexual misconduct history and the treating physician may contact Dr. Harold Thiessen who will provide any consultation as to chemical dependency and sexual misconduct issues specifically as to the use of certain medications.

(e) Applicant 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 Applicant until clarification of interpretation is received by Applicant from the Oklahoma State Board of Medical Licensure and Supervision.

(f) During the period of probation, Applicant will furnish to each and every state in which he holds certification/licensure or applies for certification/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.

(g) During the period of probation, Applicant will submit biological fluid specimens to include, but not limited to blood and urine, for analysis, upon request of the Board or its designee, and Applicant will pay for the analysis thereof.

(h) During the period of probation, Applicant will not prescribe, administer, or dispense any medication for personal use.

(i) During the period of probation, Applicant will abide by the post-care contract with the OSMA Physician Recovery Program and the Oklahoma Physician Recovery Network.

(j) During the period of probation, Applicant will keep the Board informed of his current address.

(k) During the period of probation, Applicant 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.

(l) Until such time as all indebtedness to the Oklahoma State Board of Medical Licensure and Supervision has been satisfied, Applicant will reaffirm said indebtedness in any and all bankruptcy proceedings.

(m) Applicant will execute such releases of medical and psychiatric records during the entire term of probation as necessary for use by the Board to obtain copies of medical records and authorize the Compliance Consultant to discuss Applicant's case with Applicant's treating physicians and/or any physicians holding Applicant's records.

2. That the jurisdiction of the Board in this individual proceeding will continue until the terms and conditions of probation are modified or lifted by the Oklahoma Board of Medical Licensure and Supervision on their own motion or on the motion of the Applicant.

3. Failure to meet any of the above terms of probation will constitute cause for the Board to initiate additional proceedings to suspend or revoke Applicant's Oklahoma Medical License, after due notice and hearing.

James N. Jarvis
JAMES N. JARVIS, M.D.

01/23/98
Date

Gerald C. Zumwalt
GERALD C. ZUMWALT, M.D.
Secretary/Medical Advisor

1-23-98
Date

A Contract for the Re-Entry of Dr. Jim Jarvis to Clinical Medicine

Background/Job Description - I have been hired as Director of Rheumatology at the Children's Hospital of Oklahoma and as Associate Professor at the Oklahoma University Health Sciences Center (OUHSC). The majority of my time will be engaged with my academic work, primarily running my research laboratory, which is located in the Basic Sciences Education Building (BSEB) on the OUHSC campus adjacent to the Children's Hospital. At the present time, I envisage running clinic one day per week (Mondays) during which time I will see 1-3 new patients and 8-12 follow-up patients. As a service to the physicians in the community, I will have clinic time reserved on Thursday afternoons to see patients on an "as-needed" basis. During this first year of operation, the clinic will be staffed with a full-time nurse who will serve as the primary contact person with patients during the time when I am attending to my academic duties. This person will be based in Children's Hospital. I will have some work space in Children's Hospital to do dictation, patient charting, and to return patient phone calls. Wherever possible, phone contact with patients will be made from the more public clinic area rather than from my sequestered office in the BSEB.

This contract is entered into jointly by me, the Oklahoma Physicians Recovery Network, and the Oklahoma State Board of Medical Licensure.

Contract Provisions

1) I acknowledge that I suffer from a compulsive psycho-sexual disorder known as sexual addiction. In my re-entry into the field of clinical medicine, I agree to abstain from any behaviors which are either reflections of my addiction or place me at risk to relapse from my addiction. These behaviors include:

- a) Engaging in any behavior toward patients or parents of patients which might be interpreted by the patient as sexual in nature. This proscription shall include students, residents, employees, and other people for whom my advantage in status and power presents such severe inequalities as to make consensual sexual activity impossible.
- b) Engagement with any person other than my wife, Karen, in activities which might be interpreted as sexual in nature, even when status and power issues are not applicable.
- c) Engagement in social activities with patients.
- d) Use of pornography.

2) I will develop and use a recovery network to include:

- a) My wife, Karen.

b) Dr. Harold Thiessen of the Oklahoma Physicians' Recovery Network (OPRN) and other physicians within that network.

c) Dr. Richard Irons of the Menninger Clinic in Topeka, KS.

d) My chairman, Dr. Terrence Stull, and Dr. John Grunow of the Children's Hospital of Oklahoma.

e) The clergy and parishioners of St. Paul's Episcopal Cathedral, Oklahoma City.

3) I agree to continue in individual psychotherapy with a therapist experienced in the areas of addiction medicine and/or psychosexual disorders.

4) I agree to respect, uphold, and defend safe practice boundaries as defined by the Oklahoma State Board of Medical Licensure, the Children's Hospital of Oklahoma, and members of my recovery network. These boundaries include:

a) Refraining from use of patients' parents first names.

b) Refraining from using clinical time for social interaction.

c) Refraining from sharing unnecessary personal information with patients' parents.

e) I will not engage in social activities with parents of patients other than situations which may arise by chance (e.g., attendance at Arthritis Foundation fund-raising functions).

f) All patients will be billed for services in accordance with customary practice at the Oklahoma University Health Sciences Center.

In support of the maintenance of proper professional boundaries, I will post the American Medical Association's Code of Ethics in patient care areas.

5) I agree to monitoring my practice boundaries by such means as should be considered appropriate by the individuals listed in "4", above, and to regular practice reviews by a peer professional.

6) In order to avoid being in situations which might erode my maintenance of appropriate boundaries, I agree to refrain from the use of mood-altering substances, including alcohol.

7) I agree to submit to "for cause" urine drug screens once a month.

8) I agree to participate in a 12-step program for addiction recovery.

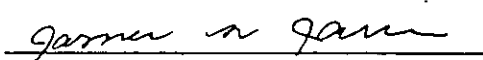
9) I agree that the terms of this contract may be disclosed to others, including patients, on a "need to know" basis.

10) I understand that the OPRN is obligated by state law to report professional impairment and physician sexual misconduct. Therefore, I understand that violations of this contract will be reported to the state licensing board.

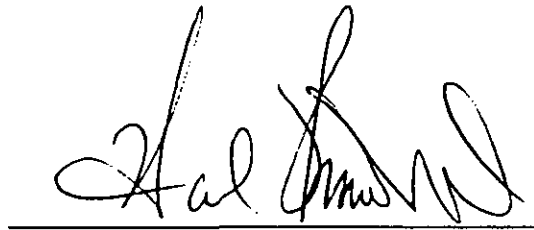
11) I understand that, upon my return to clinical medicine, the OPRN will provide me with support and will regularly review my progress and compliance with this agreement. I understand that the OPRN will provide written reports regarding my recovery to the Oklahoma Board of Medical Licensure.

12) I agree to continue in the OPRN for 5 years.

13) I understand that the terms of this contract will be reviewed and may be renegotiated in one year. No change will be made in this contract without renegotiation and confirmation in writing by the appropriate parties.



James N. Jarvis, M.D.



Harold Thiessen, M.D.

CONTRACT BETWEEN THE OKLAHOMA STATE MEDICAL ASSOCIATION RECOVERY COMMITTEE AND James JARVIS

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

Dr. JARVIS 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. JARVIS agrees to attend the Oklahoma City Medical Professional Support Group as well as 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. JARVIS, 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. JARVIS agrees to undergo appropriate evaluation and/or treatment at a treatment facility chosen by the Committee or Program representative.

Dr. JARVIS 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. Thiessen or the treating physician.

Dr. JARVIS 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.

James W. Garrison
Participating Physician.

12-8-97
Date

Harold Garrison
for Physician Recovery Program

12-8-97
Date

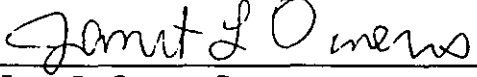
This contract is in addition to & supports Contract from Meninges.

*HJVF-
9.9*

CERTIFICATE OF MAILING

This is to certify that on this 26th day of January 1998, a true and correct copy of this order was mailed, postage prepaid to:

James N. Jarvis, M.D.
940 NE 13th
Rheumatology Division
Oklahoma City, OK 73104


Janet L. Owens, Secretary