

**STEP II  
CONSENT AGREEMENT  
BETWEEN  
JERRY G. PURVIS, JR., M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Jerry G. Purvis, Jr., M.D., [Dr. Purvis], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Purvis enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

**BASIS FOR ACTION**

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for a violation of Section 4731.22(B)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" and/or Section 4731.22(B)(19), Ohio Revised Code, for an "[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(19) and 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E, below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Purvis is seeking reinstatement of his certificate to practice medicine and surgery, license number 35.080726, which was indefinitely suspended, pursuant to the Step I Consent Agreement Between Jerry G. Purvis, M.D., and the State Medical Board of

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Ohio [June 2011 Step I Consent Agreement], effective June 9, 2011, a copy of which is attached hereto and incorporated herein.

- D. Dr. Purvis states that he is also licensed to practice medicine and surgery in the State of Georgia, but that his certificate is indefinitely suspended at this time.
- E. Dr. Purvis admits, and the Board acknowledges receipt of information to support, that, on or about March 18, 2011, he began treatment for alcohol dependency, at the Woods at Parkside, a Board-approved treatment provider in Gahanna, Ohio, and upon completion of at least twenty-eight days of inpatient treatment, he was discharged on or about April 16, 2011. Dr. Purvis further admits that upon completing inpatient treatment, he began outpatient treatment at the same facility until he was discharged on or about June 20, 2011.

Dr. Purvis further admits, and the Board acknowledges receipt of information to support, that he remains in compliance with the aftercare contract that he entered into with the Woods at Parkside, which became effective on or about June 4, 2011.

Dr. Purvis states, and the Board acknowledges receipt of information to support, that Richard Whitney, M.D. and Harry P. Nguyen, M.D., both physicians knowledgeable in addiction medicine, and approved by the Board, have each provided a written report indicating that Dr. Purvis's ability to practice has been assessed and that he has been determined to be capable of practicing according to acceptable and prevailing standards of care, subject to certain conditions. Dr. Whitney did make his recommendation contingent on Dr. Purvis's continued attendance at Alcoholics Anonymous meetings at least three times weekly, continued monitoring for a period of five years, and continued compliance with aftercare.

Dr. Purvis further admits, and the Board acknowledges receipt of a written report provided by Mark Fettman, M.D., a psychiatrist approved by the Board for purposes of conducting a psychiatric examination of Dr. Purvis. Dr. Fettman opined that Dr. Purvis has recovered and no longer needs psychiatric treatment related to the loss of his marriage or his alcohol abuse.

Additionally, Dr. Purvis admits that he has been receiving disability due to conditions including foot drop, for which he has been under the care of a neurosurgeon and has been undergoing physical therapy. Dr. Purvis's neurosurgeon who performed lumbar spine surgery on Dr. Purvis in January 2011, has opined that Dr. Purvis's motor examination is stable and that he is clear to return to work four hours a day either in the operating room or in the office.

Accordingly, Dr. Purvis states, and the Board acknowledges receipt of information to support, that Dr. Purvis has fulfilled the conditions for reinstatement of his certificate

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to practice medicine and surgery in the State of Ohio, as established in the above-referenced June 2011 Step I Consent Agreement between Dr. Purvis and the Board.

### AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of Dr. Purvis to practice medicine and surgery in the State of Ohio shall be REINSTATED, and Dr. Purvis knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Purvis shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Purvis shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the date his quarterly declaration would have been due pursuant to his June 2011 Step I Consent Agreement with the Board, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Purvis shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his June 2011 Step I Consent Agreement with the Board. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. Dr. Purvis shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Purvis resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Purvis may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Purvis is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

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5. In the event Dr. Purvis is found by the Secretary of the Board to have failed to comply with any provision of this Consent Agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.

## **MONITORING OF REHABILITATION AND TREATMENT**

### **Drug Associated Restrictions**

6. Dr. Purvis shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, on the date upon which Dr. Purvis's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Purvis shall make his patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
7. Dr. Purvis shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Purvis to administer or personally furnish controlled substances, Dr. Purvis shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board and shall be submitted to the Board no later than the date upon which Dr. Purvis's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Purvis shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board immediately upon request.

### **Sobriety**

8. Dr. Purvis shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Purvis's history of chemical dependency. Further, in the event that Dr. Purvis is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Purvis shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Purvis received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Purvis shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

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9. Dr. Purvis shall abstain completely from the use of alcohol.

**Drug and Alcohol Screens/Drug Testing Facility and Collection Site**

10. Dr. Purvis shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Purvis shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Purvis's drug(s) of choice.

Dr. Purvis shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Purvis acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 11 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Purvis shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Purvis shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Purvis shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further,

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Dr. Purvis shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Purvis and the Board-approved drug testing facility and/or collection site. Dr. Purvis's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement. However, Dr. Purvis and the Board further agree that in the event Dr. Purvis previously entered into the aforementioned financial and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Purvis is currently participating in an ongoing urine screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Purvis shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Purvis and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Purvis shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Purvis must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Purvis shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Purvis acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. Dr. Purvis and the Board agree that it is the intent of this Consent Agreement that Dr. Purvis shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Purvis, as determined in the sole discretion of the Board, then

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subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Purvis:

- a. Within thirty days of the date upon which Dr. Purvis is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Purvis, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Purvis shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Purvis's residence or employment location, or to a physician who practices in the same locale as Dr. Purvis. Dr. Purvis shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Purvis acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
- b. Dr. Purvis shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Purvis must immediately notify the Board in writing. Dr. Purvis shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Purvis shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Purvis.

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- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Purvis's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
  - e. In the event that the Board approved an alternate drug testing facility and/or collection site, or a supervising physician, pursuant to the June 2011 Step I Consent Agreement between Dr. Purvis and the Board, Dr. Purvis and the Board agree that the entity, facility or person previously approved by the Board to so serve pursuant to the June 2011 Step I Consent Agreement is hereby approved to continue as Dr. Purvis's designated alternate drug testing facility and collection site or as his supervising physician under this Consent Agreement.
12. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Purvis's quarterly declaration. It is Dr. Purvis's responsibility to ensure that reports are timely submitted.
  13. The Board retains the right to require, and Dr. Purvis agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Purvis, or for any other purpose, at Dr. Purvis's expense upon the Board's request and without prior notice. Dr. Purvis's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

### **Monitoring Physician**

14. Before engaging in any medical practice, Dr. Purvis shall submit to the Board in writing the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Purvis and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Purvis and his medical practice, and shall review Dr. Purvis's patient charts. The chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the Board.

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Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Purvis and his medical practice, and on the review of Dr. Purvis's patient charts. Dr. Purvis shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Purvis's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Purvis must immediately so notify the Board in writing. In addition, Dr. Purvis shall make arrangements acceptable to the Board for another monitoring physician within thirty days after the previously designated monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Purvis shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

The Board expressly reserves the right to disapprove any person proposed to serve as Dr. Purvis's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Purvis's designated monitoring physician, in the event that the Secretary and Supervising Member of the Board determine that any such monitoring physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

### **Rehabilitation Program**

15. Dr. Purvis shall maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Purvis shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Purvis's quarterly declarations.

### **Aftercare**

16. Dr. Purvis shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
17. Dr. Purvis shall maintain continued compliance with the terms of the aftercare contract entered into with a Board-approved treatment provider, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

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### **Work Hour Limitation & Practice Plan**

18. Dr. Purvis shall limit his work hours to no more than a total of four hours of work per day, until otherwise approved by the Board. Dr. Purvis shall keep a log reflecting the dates, times, and facilities and/or locations at which he works. Dr. Purvis shall submit his work log for receipt in the Board's offices no later than the due date for Dr. Purvis's quarterly declaration.

Any request by Dr. Purvis for modification of the limitation on work hours set forth in this paragraph shall be accompanied by documentation from Dr. Purvis's treating neurosurgeon, indicating that such physician supports Dr. Purvis's request for modification.

Further, Dr. Purvis shall not engage in the practice of medicine or surgery unless and until such time that Dr. Purvis shall submit to the Board in writing and receive its approval for a plan of practice in Ohio, and thereafter, Dr. Purvis's practice of medicine and surgery shall be only in accordance with such approved practice plan. The practice plan shall address Dr. Purvis's ability to perform certain medical tasks and procedures as relates to his conditions of claw hand and foot drop. Further, the practice plan shall detail Dr. Purvis's medical duties and activities, and shall include the medical procedures and tasks he will be required to perform. Unless otherwise determined by the Board, Dr. Purvis's activities shall be limited to an environment that facilitates Dr. Purvis's ability to function in accordance with acceptable and prevailing standards of care with or without reasonable accommodation of his physical disability as is necessary. Further, Dr. Purvis shall submit a revised practice plan to the Board in writing and obtain the prior approval of the Board should he desire modification to any previously approved practice plan(s).

### **Releases**

19. Dr. Purvis shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Purvis's chemical dependency, physical disability, and/or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Purvis further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

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### **Required Reporting by Licensee**

20. Within thirty days of the effective date of this Consent Agreement, Dr. Purvis shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Purvis shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Purvis provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Purvis shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Purvis shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
  
21. Within thirty days of the effective date of this Consent Agreement, Dr. Purvis shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Purvis further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Purvis shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail

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communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

22. Dr. Purvis shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Purvis chemical dependency treatment or monitoring. Further, Dr. Purvis shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
23. Dr. Purvis shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Purvis appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Purvis has violated any term, condition or limitation of this Consent Agreement, Dr. Purvis agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

#### **DURATION/MODIFICATION OF TERMS**

Dr. Purvis shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Purvis shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Purvis may make such request with the mutual approval and joint recommendation of the Secretary and Supervising Member. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

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In the event that the Board initiates future formal proceedings against Dr. Purvis, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Purvis and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

### ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Purvis acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

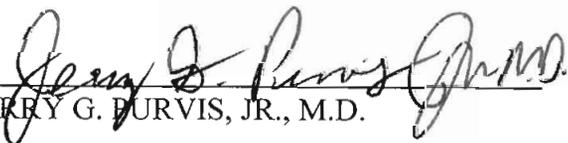
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

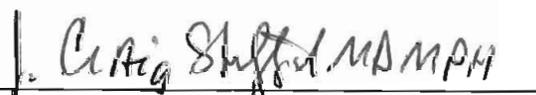
Dr. Purvis hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Purvis acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

### EFFECTIVE DATE

It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

  
\_\_\_\_\_  
JERRY G. PURVIS, JR., M.D.

  
\_\_\_\_\_  
J. CRAIG STRAFFORD, M.D., M.P.H.  
Secretary

8/3/12 9:19 AM  
DATE

8/8/2012  
DATE

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*Mark A. Bechtel*

MARK A. BECHTEL, M.D.  
Supervising Member

*8/8/12*

DATE

*Angela M. McNaair*

ANGELA M. McNAIR  
Enforcement Attorney

*8/10/12*

DATE

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AUG 06 2012

**STEP I  
CONSENT AGREEMENT  
BETWEEN  
JERRY G. PURVIS, M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO  
CASE NO. 11-CRF-034**

This Consent Agreement is entered into by and between Jerry, G., Purvis, M.D., [Dr. Purvis], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Purvis enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

**BASIS FOR ACTION**

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, for “impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in the Notice of Summary Suspension and Opportunity for Hearing issued on March 31, 2011, which is attached hereto as Exhibit A, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. Dr. Purvis’s license to practice medicine and surgery in the State of Ohio, License Number 35.080726, was summarily suspended by the Board on March 31, 2011, pursuant to the Notice of Summary Suspension and Opportunity for Hearing attached hereto as Exhibit A.
- D. Dr. Purvis states that he is also licensed to practice medicine and surgery in the State of Georgia.

- E. Dr. Purvis admits to the factual and legal allegations set forth in the Notice of Summary Suspension and Opportunity for Hearing, attached as Exhibit A

### **AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Purvis knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

#### **SUSPENSION OF CERTIFICATE**

1. The certificate of Dr. Purvis to practice medicine and surgery in the State of Ohio was summarily SUSPENDED effective March 31, 2011, pursuant to the Notice of Summary Suspension and Opportunity for Hearing attached hereto as Exhibit A. The summary suspension of Dr. Purvis's certificate to practice medicine and surgery in the State of Ohio effective March 31, 2011, shall be terminated and superseded upon the instant Consent Agreement becoming effective. Further, Dr. Purvis's certificate to practice medicine and surgery shall be SUSPENDED for an indefinite period of time.

#### **Obey all Laws**

2. Dr. Purvis shall obey all federal, state, and local laws.

#### **Sobriety**

3. Dr. Purvis shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Purvis's history of chemical dependency. Further, in the event that Dr. Purvis is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Purvis shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Purvis received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Purvis shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.
4. Dr. Purvis shall abstain completely from the use of alcohol.

#### **Absences from Ohio**

5. Dr. Purvis shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the

Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Purvis resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Purvis may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Purvis is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

#### Psychiatric Treatment

6. Within thirty days of the effective date of this Consent Agreement, Dr. Purvis shall submit to the Board for its prior approval the name and curriculum vitae of a psychiatrist of Dr. Purvis's choice. Upon approval by the Board, Dr. Purvis shall undergo and continue psychiatric treatment monthly or as otherwise directed by the Board. Dr. Purvis shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder.

Dr. Purvis shall continue in psychiatric treatment until such time as the Board determines that no further treatment is necessary. To make this determination, the Board shall require reports from the approved treatment psychiatrist. The psychiatric reports shall contain information describing Dr. Purvis's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Purvis's compliance with his treatment plan; Dr. Purvis's psychiatric status; Dr. Purvis's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Purvis shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Purvis's quarterly declaration.

Dr. Purvis shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Purvis is unable to practice due to his psychiatric disorder.

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Purvis must immediately so notify the Board in writing and make arrangements acceptable to the Board for another psychiatrist as soon as practicable. Dr. Purvis shall further ensure that the previously designated treating psychiatrist also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

#### Releases; Quarterly Declarations and Appearances

7. Dr. Purvis shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Purvis's chemical abuse/dependency, psychiatric condition, or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Purvis further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
8. Dr. Purvis shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
9. Dr. Purvis shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Drug & Alcohol Screens; Drug Testing Facility and Collection Site

10. Dr. Purvis shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Purvis shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Purvis's drug(s) of choice.

Dr. Purvis shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Purvis acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 11 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Purvis shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Purvis shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Purvis shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Purvis shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Purvis and the Board-approved drug testing facility and/or collection site. Dr. Purvis's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement.

Dr. Purvis shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Purvis and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Purvis shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Purvis must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Purvis shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Purvis acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. Dr. Purvis and the Board agree that it is the intent of this Consent Agreement that Dr. Purvis shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Purvis, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Purvis:
  - a. Within thirty days of the date upon which Dr. Purvis is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Purvis, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Purvis shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Purvis's residence or employment location, or to a physician who practices in the same locale as Dr. Purvis. Dr. Purvis shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Purvis acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
  - b. Dr. Purvis shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted

in compliance with this Consent Agreement, and whether all urine screens have been negative.

- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Purvis must immediately notify the Board in writing. Dr. Purvis shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Purvis shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Purvis.
  - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Purvis's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
12. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Purvis's quarterly declaration. It is Dr. Purvis's responsibility to ensure that reports are timely submitted.
  13. The Board retains the right to require, and Dr. Purvis agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Purvis, or for any other purpose, at Dr. Purvis's expense upon the Board's request and without prior notice. Dr. Purvis's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

#### Rehabilitation Program

14. Within thirty days of the effective date of this Consent Agreement, Dr. Purvis shall undertake and maintain participation in an alcohol and drug rehabilitation program, such

as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Purvis shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Purvis's quarterly declarations.

15. Immediately upon completion of any required treatment for chemical dependency, Dr. Purvis shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract, provided that, where the terms of the aftercare contract conflict with the terms of this Consent Agreement, the terms of this Consent Agreement shall control.

#### **CONDITIONS FOR REINSTATEMENT**

16. The Board shall not consider reinstatement or restoration of Dr. Purvis's certificate to practice medicine and surgery until all of the following conditions are met:
  - a. Dr. Purvis shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
  - b. Dr. Purvis shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
    - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Purvis has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical abuse/dependence, as set forth in Rules 4731-16-02 and 4731-16-08, Ohio Administrative Code, completed consecutively.
    - ii. Evidence of continuing full compliance with, or successful completion of, a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
    - iii. Evidence of continuing full compliance with this Consent Agreement.
    - iv. Three written reports indicating that Dr. Purvis's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care.

Two reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Purvis. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Purvis shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Purvis, and any conditions, restrictions, or limitations that should be imposed on Dr. Purvis's practice. The reports shall also describe the basis for the evaluator's determinations.

One report shall be made by a psychiatrist, approved in advance by the Board, who shall conduct a psychiatric examination of Dr. Purvis. Prior to the examination, Dr. Purvis shall provide the psychiatrist with copies of patient records from any prior evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The report from the evaluating psychiatrist shall include the psychiatrist's diagnoses and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Purvis's practice; and the basis for the psychiatrist's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

- v. In the event that the Board initiates future formal proceedings against Dr. Purvis, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Purvis shall be ineligible for reinstatement until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.
- c. Dr. Purvis shall enter into a written consent agreement, which shall be in effect for a minimum of five years, including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Purvis are unable to agree on the terms of a written Consent Agreement, then Dr. Purvis further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter

119. of the Ohio Revised Code. The Board shall provide notice to Dr. Purvis that said hearing has been scheduled, advising Dr. Purvis of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement of Dr. Purvis's certificate to practice medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Purvis shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Purvis has maintained sobriety.

17. In the event that Dr. Purvis has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Purvis's fitness to resume practice.

#### **REQUIRED REPORTING BY LICENSEE**

18. Within thirty days of the effective date of this Consent Agreement, Dr. Purvis shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Purvis shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Purvis provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Purvis shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Purvis shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the

Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

19. Within thirty days of the effective date of this Consent Agreement, Dr. Purvis shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Purvis further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. Purvis shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
20. Dr. Purvis shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Purvis chemical dependency treatment or monitoring and/or psychiatric treatment or monitoring. Further, Dr. Purvis shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
21. Dr. Purvis shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

#### **DURATION/MODIFICATION OF TERMS**

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties. In the event that the Board initiates future formal

proceedings against Dr. Purvis, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Purvis and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Purvis appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

#### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Purvis acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

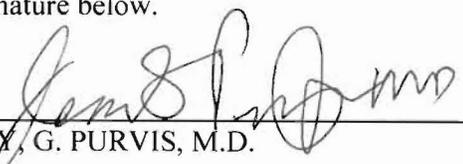
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Purvis hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Purvis acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

#### **EFFECTIVE DATE**

It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

  
\_\_\_\_\_  
JERRY, G. PURVIS, M.D.

  
\_\_\_\_\_  
LANCE A. TALMAGE, M.D.  
Secretary

6/1/11  
DATE  
11:53 AM

6-9-11  
DATE  
Raymond J. Albert by  
RAYMOND J. ALBERT *by authorization*  
Supervising Member

June 8, 2011  
DATE

Katherine J. Bockbrader  
KATHERINE J. BOCKBRADER  
Assistant Attorney General

June 9, 2011  
DATE

# State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

Richard A. Whitehouse, Esq.  
Executive Director

(614) 466-3934  
med.ohio.gov

March 31, 2011

Case number: 11-CRF- 034

Jerry Gaines Purvis, Jr., M.D.  
2620 Bridlewood Street  
Circleville, OH 43113

Dear Doctor Purvis:

Enclosed please find certified copies of the Entry of Order, the Notice of Summary Suspension and Opportunity for Hearing, and the Motion by the State Medical Board of Ohio made at a conference call on March 31, 2011, scheduled pursuant to Section 4731.22(G), Ohio Revised Code, adopting the Order of Summary Suspension and issuing the Notice of Summary Suspension and Opportunity for Hearing.

You are advised that continued practice after receipt of this Order shall be considered practicing without a certificate, in violation of Section 4731.41, Ohio Revised Code.

Pursuant to Chapter 119, Ohio Revised Code, you are hereby advised that you are entitled to a hearing on the matters set forth in the Notice of Summary Suspension and Opportunity for Hearing. If you wish to request such hearing, that request must be made in writing and be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice. Further information concerning such hearing is contained within the Notice of Summary Suspension and Opportunity for Hearing.

THE STATE MEDICAL BOARD OF OHIO

*Lance A. Talmage, M.D.*

\_\_\_\_\_  
Lance A. Talmage, M.D., Secretary

LAT/AMM/flb  
Enclosures

*Mailed 3-31-11*

**CERTIFICATION**

I hereby certify that the attached copies of the Entry of Order of the State Medical Board of Ohio and the Motion by the State Medical Board, in a conference call on March 31, 2011, scheduled pursuant to Section 4731.22(G), Ohio Revised Code, to Adopt the Order of Summary Suspension and to Issue the Notice of Summary Suspension and Opportunity for Hearing, constitute true and complete copies of the Motion and Order in the Matter of Jerry Gaines Purvis, Jr., M.D., Case number: 11-CRF- 034 as they appear in the Journal of the State Medical Board of Ohio.

This certification is made under the authority of the State Medical Board of Ohio and in its behalf.



\_\_\_\_\_  
Lance A. Talmage, M.D., Secretary

(SEAL)

\_\_\_\_\_  
March 31, 2011  
Date

**BEFORE THE STATE MEDICAL BOARD OF OHIO**

IN THE MATTER OF :  
:   
JERRY GAINES PURVIS, JR., M.D. :  
:   
CASE NUMBER: 11-CRF- 034 :

**ENTRY OF ORDER**

This matter came on for consideration before the State Medical Board of Ohio the 31st day of March, 2011.

Pursuant to Section 4731.22(G), Ohio Revised Code, and upon recommendation of Lance A. Talmage, M.D., Secretary, and Raymond J. Albert, Supervising Member; and

Pursuant to their determination, based upon their review of the information supporting the allegations as set forth in the Notice of Summary Suspension and Opportunity for Hearing, that there is clear and convincing evidence that Jerry Gaines Purvis, Jr., M.D., has violated Section 4731.22(B)(26), Ohio Revised Code, as alleged in the Notice of Summary Suspension and Opportunity for Hearing that is enclosed herewith and fully incorporated herein; and,

Pursuant to their further determination, based upon their review of the information supporting the allegations as set forth in the Notice of Summary Suspension and Opportunity for Hearing, that Dr. Purvis' continued practice presents a danger of immediate and serious harm to the public;

The following Order is hereby entered on the Journal of the State Medical Board of Ohio for the 31st day of March, 2011:

It is hereby ORDERED that the certificate of Jerry Gaines Purvis, Jr., M.D., to practice medicine and surgery in the State of Ohio be summarily suspended.

It is hereby ORDERED that Jerry Gaines Purvis, Jr., M.D., shall immediately cease the practice of medicine and surgery in Ohio and immediately refer all active patients to other appropriate physicians.

This Order shall become effective immediately.

*Lance A. Talmage, M.D.*

\_\_\_\_\_  
Lance A. Talmage, M.D., Secretary

\_\_\_\_\_  
March 31, 2011

Date

(SEAL)

# State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

Richard A. Whitehouse, Esq.  
Executive Director

(614) 466-3934  
med.ohio.gov

## EXCERPT FROM TELECONFERENCE OF MARCH 31, 2011

### CONFERENCE CALL OF MARCH 31, 2011 TO CONSIDER THE SUMMARY SUSPENSION OF A CERTIFICATE

#### JERRY GAINES PURVIS, JR., M.D. – ORDER OF SUMMARY SUSPENSION AND NOTICE OF OPPORTUNITY FOR HEARING

.....

**Dr. Steinbergh moved to enter an Order of Summary Suspension in the matter of Jerry Gaines Purvis, Jr., M.D., in accordance with Section 4731.22(G), Ohio Revised Code, and to issue the Notice of Summary Suspension and Opportunity for Hearing to Dr. Purvis. Dr. Madia seconded the motion. A vote was taken:**

ROLL CALL:	Dr. Strafford	- aye
	Mr. Hairston	- aye
	Dr. Mahajan	- aye
	Dr. Steinbergh	- aye
	Dr. Suppan	- aye
	Dr. Madia	- aye
	Dr. Amato	- abstain
	Dr. Ramprasad	- aye

The motion carried.

Ms. Marshall stated that she has already obtained Dr. Talmage's prior authorization to affix his electronic signature to the Order of Summary Suspension, Notice of Opportunity for Hearing, certification, and cover letter in the matter of Jerry Gaines Purvis, Jr., M.D., in his absence, in the event that the Board approved the Order.

# State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

Richard A. Whitehouse, Esq.  
Executive Director

(614) 466-3934  
med.ohio.gov

## NOTICE OF SUMMARY SUSPENSION AND OPPORTUNITY FOR HEARING

March 31, 2011

Case number: 11-CRF-034

Jerry Gaines Purvis, Jr., M.D.  
2620 Bridlewood Street  
Circleville, OH 43113

Dear Doctor Purvis:

The Secretary and the Supervising Member of the State Medical Board of Ohio [Board] have determined that there is clear and convincing evidence that you have violated Section 4731.22(B)(26), Ohio Revised Code, and have further determined that your continued practice presents a danger of immediate and serious harm to the public, as set forth in paragraphs (1) through (3), below.

Therefore, pursuant to Section 4731.22(G), Ohio Revised Code, and upon recommendation of Lance A. Talmage, M.D., Secretary, and Raymond J. Albert, Supervising Member, you are hereby notified that, as set forth in the attached Entry of Order, your certificate to practice medicine and surgery in the State of Ohio is summarily suspended. Accordingly, at this time, you are no longer authorized to practice medicine and surgery in Ohio.

Furthermore, in accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the Board intends to determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

- (1) By letter dated March 2, 2011, the Board notified you of its determination that it had reason to believe that you are in violation of Section 4731.22(B)(19) and/or

Section 4731.22(B)(26), Ohio Revised Code, and ordered you to undergo a 72-hour inpatient examination to determine if you are in violation of Section 4731.22(B)(19) and/or Section 4731.22(B)(26), Ohio Revised Code. The Board's determination was based upon one or more of the reasons outlined in such letter, which included that on or about February 11, 2011, you were arrested by the Pickaway County Sheriff's Office [PCSO] and charged with Operating a Vehicle Under the Influence of Alcohol or Drugs [OVI], in violation of Section 4511.19(A)(1)(a), Ohio Revised Code; and Failure to Maintain Control, in violation of Section 4511.202, Ohio Revised Code, after a witness reported your erratic driving that resulted in your vehicle striking a mailbox and a tree. A PCSO Patrolman noted the smell of an alcoholic beverage on your breath, and in response to the Patrolman's inquiry, you stated that you had consumed three beers.

During a subsequent interview by a Board Investigator, you disclosed that prior to your arrest, you drank three beers "pretty quick" at your office, with your office staff, but you were not seeing patients; that you were taking Percocet for back pain and Ativan for depression; and that you had started drinking about a week before your arrest, consuming "a couple" vodka and cokes, "a couple evenings a week" after being "clean" for almost two years, since leaving The Woods at Parkside [Parkside], a Board-approved treatment provider in Columbus, Ohio.

You had entered chemical dependency treatment at Parkside on or about March 13, 2008, after the operating room director for the hospital where you had privileges suspected that you may be impaired because you seemed unusually tired. The Medical Director at Parkside ultimately determined that your impairment was attributable to Acute Serotonin Syndrome as a side effect of your having taken a large dose of Cymbalta in combination with Ultram. Additionally, you were diagnosed with physical dependence to prescribed opioid pain medications.

- (2) By letter dated March 17, 2011, from Richard N. Whitney, M.D., Medical Director of Shepherd Hill, a Board-approved treatment provider, the Board was notified that following the Board-ordered evaluation commencing on March 14, 2011, you were determined to be impaired in your ability to practice according to acceptable and prevailing standards of care and to require residential treatment based on alcohol abuse.
- (3) Although you have entered treatment at Parkside, you have not completed the recommended/required treatment and entered into an aftercare contract with a Board-approved treatment provider. In addition, the Board has not received information that you have been determined to be capable of practicing in accordance with acceptable and prevailing standards of care.

Section 4731.22(B)(26), Ohio Revised Code, provides that if the Board determines that an individual's ability to practice is impaired, the Board shall suspend the individual's certificate and shall require the individual, as a condition for continued, reinstated, or renewed certification to practice, to submit to treatment and, before being eligible to apply for reinstatement, to demonstrate to the Board the ability to resume practice in compliance with acceptable and prevailing standards of care, including completing required treatment, providing evidence of compliance with an aftercare contract or written consent agreement, and providing written reports indicating that the individual's ability to practice has been assessed by individuals or providers approved by the Board and that the individual has been found capable of practicing according to acceptable and prevailing standards of care.

Further, Rule 4731-16-02(B)(1), Ohio Administrative Code, provides that if an examination discloses impairment, or if the Board has other reliable, substantial and probative evidence demonstrating impairment, the Board shall initiate proceedings to suspend the licensee, and may issue an order of summary suspension as provided in Section 4731.22(G), Ohio Revised Code.

Your acts, conduct, and/or omissions as alleged in paragraphs (1) through (3) above, individually and/or collectively, constitute "[i]mpairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice," as that clause is used in Section 4731.22(B)(26), Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, and Chapter 4731., Ohio Revised Code, you are hereby advised that you are entitled to a hearing concerning these matters. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that "[w]hen the board refuses to grant a certificate to an applicant, revokes an individual's certificate to practice, refuses to register an applicant, or refuses to reinstate

Notice of Summary Suspension  
& Opportunity for Hearing  
Jerry Gaines Purvis, Jr., M.D.  
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an individual's certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate."

Copies of the applicable sections are enclosed for your information.

Very truly yours,

A handwritten signature in black ink that reads "Lance A. Talmage, M.D." The signature is written in a cursive style.

Lance A. Talmage, M.D.  
Secretary

LAT/AMM/flb  
Enclosures

CERTIFIED MAIL #91 7108 2133 3938 3022 3187  
RETURN RECEIPT REQUESTED

Jerry Gaines Purvis, Jr., M.D.  
c/o The Woods at Parkside  
349 Olde Ridenour Road  
Gahanna, OH 43230

BY PERSONAL SERVICE

cc:

J. Stephen Teetor  
Isaac, Brant, Ledman & Teetor  
250 East Broad Street, Suite 900  
Columbus, Ohio 43215

CERTIFIED MAIL #91 7108 2133 3938 3022 3170  
RETURN RECEIPT REQUESTED