

**BEFORE THE BOARD OF THE HEALING ARTS
OF THE STATE OF KANSAS**

AUG 20 2001

**KANSAS STATE BOARD OF
HEALING ARTS**

In the Matter of)
)
GLENN O. BAIR, M.D.)
Kansas License No. 4-12229)
_____)

Case No. 01-HA-15

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COME NOW, the Kansas State Board of Healing Arts ("Board") by and through Stacy L. Cook, Litigation Counsel ("Petitioner"), and Glenn O. Bair, M.D. ("Licensee"), by and through legal counsel Jerry R. Palmer, and stipulate and agree to the following:

1. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of the healing arts, specifically the practice of medicine and surgery. K.S.A 65-2801 *et seq.*; K.S.A. 65-2869.

2. Licensee admits that this Stipulation and Agreement and Enforcement Order ("Stipulation") and the filing of such document are in accordance with applicable law and that the Board has jurisdiction to consider the Stipulation.

3. Licensee agrees that the Kansas Healing Arts Act is constitutional on its face and as applied in this case.

4. Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.

5. Licensee is or has been entitled to engage in the practice of medicine and surgery in the State of Kansas, having been issued license number 4-12229 on January 15, 1959. At all times relevant to the allegations set forth below, Licensee has held a

current license to engage in the practice of medicine and surgery in the State of Kansas, having last renewed his license on June 27, 2001.

6. The Board has received information, has investigated such information, and has reasonable cause to believe that Licensee has committed certain acts that violate the Healing Arts Act K.S.A. 65-2801 *et seq*; K.S.A. 65-2836. Specifically the acts alleged are contained in the First Amended Petition to Revoke, Suspend, or Otherwise Limit License, filed on March 21, 2001. Petitioner believes it would be successful in proving the violations of the healing arts act that it has alleged. By agreeing to this Stipulation, Licensee is not admitting the allegations.

7. Violation of the provisions set forth in the First Amended Petition to Revoke, Suspend or Otherwise Limit License constitutes grounds for disciplinary action by the Board. According to K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation without the necessity of proceeding to a formal hearing.

8. Licensee voluntarily and knowingly waives his right to a hearing. Licensee voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination of witnesses. Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

9. The terms and conditions of the Stipulation are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Stipulation shall not be binding on the

Board until an authorized signature is affixed at the end of this document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Stipulation on behalf of the Board.

10. In consideration of the conditions, terms, covenants, and promises contained herein, the parties agree as follows:

(a) In lieu of the conclusion of formal proceedings and/or the making of findings by the Board, Licensee, by signature affixed to this Stipulation, hereby voluntarily agrees to the following disciplinary measures and limitations placed on his license to engage in the practice of medicine and surgery:

- (i.) Licensee is prohibited from prescribing controlled substances after November 26, 2001. Licensee shall surrender or cancel his Drug Enforcement Administration ("DEA") authority to prescribe controlled substances. On or before August 31, 2001, Licensee shall provide to the Board a letter surrendering his DEA authorization to prescribe controlled substances with an effective date of November 26, 2001.
- (ii.) Licensee shall not accept any new patients after August 31, 2001 unless he has diagnosed the patient with premenstrual syndrome ("PMS"). In addition, another physician actively licensed in Kansas and approved by the Board or its designee must confirm in writing the diagnosis of PMS within 90 days of the time Licensee started treatment with the patient. Each month Licensee must provide to the Board all written confirmations he has received from other physicians

that month. If that confirming diagnosis is not made, Licensee must discontinue treatment of that patient and notify the Board. On August 31, 2001, Licensee must provide to the Board a list of all current patient names. Each month, Licensee must provide to the Board a list of all new PMS patients. The list of new patients must be provided to the Board on or before the 4th day of the month for the new patients of the previous month.

(iii.) Licensee may continue to treat the patients he had as of August 31, 2001 within the guidelines of the Stipulation.

(iv.) Beginning August 31, 2001, Licensee must have an informed consent form signed by the patient before he can treat any PMS patient with progesterone in doses greater than the following:

oral form - 300 mg. per day

suppositories - 400 mg. per day

intramuscular - 150 mg. per month

intravenous - any amount

any combination of forms of progesterone

The consent form must be approved by the Board or its designee.

(v.) Within 6 months of this Order, Licensee shall take a course on record keeping. The course must be approved by the Board or its designee. Licensee must provide verification to the Board of his attendance at the course.

(vi.) Licensee shall pay the costs of the matter, in the amount of \$1,800.

Such costs are due and payable to the Board of Healing Arts on or before November 1, 2001.

(b) This Order constitutes disciplinary action and limitations on Licensee's license to practice medicine and surgery in the State of Kansas.

(c) Licensee's failure to comply with the provisions of the Stipulation will result in the Board taking disciplinary action as the Board deems appropriate according to the Kansas Administrative Procedure Act.

(d) Nothing in this Stipulation shall be construed to deny the Board jurisdiction to investigate alleged violations of the Healing Arts Act, or to investigate complaints received under the Risk Management Law, K.S.A. 65-4921 *et seq.*, that are known or unknown and are not covered under this Stipulation, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act.

(e) Licensee hereby releases the Board, its individual members (in their official and personal capacities), attorneys, employees and agents, hereinafter collectively referred to as ("Releasees"), from any and all claims, including but not limited to, those alleged damages, actions, liabilities, both administrative and civil, including the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et seq* arising out of the investigation and acts leading to the execution of this Stipulation. This release shall forever discharge the Releasees of any and all claims or demands of every kind and nature that Licensee has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Licensee shall not commence to

prosecute, cause or permit to be prosecuted, any action or proceeding of any description against the Releasees.

(f) Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record, and shall be reported to the National Practitioner Databank, Federation of State Medical Boards, and any other reporting entities requiring disclosure of this Stipulation.

(g) This Stipulation, when signed by both parties, constitutes the entire agreement between the parties and may only be modified or amended by a subsequent document executed in the same manner by the parties.

(h) Licensee agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement, even if Licensee is not present. Licensee further acknowledges that the Board may conduct further inquiry as it deems necessary before the complete or partial acceptance or rejection of any offer of settlement.

(i) Licensee, by signature to this document, waives any objection to the participation of the Board members in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member in any future proceeding on the basis that the Board member has received investigative information from any source which otherwise may not be admissible or admitted as evidence.

(j) Licensee acknowledges that he has read this Stipulation and fully understands the contents.

(k) Licensee acknowledges that this Stipulation has been entered into freely and voluntarily.

(l) All correspondence or communication between Licensee and the Board relating to this Stipulation shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Stacy L. Cook, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

(m) Licensee shall obey all federal, state and local laws and rules governing the practice of medicine and surgery in the State of Kansas that may be in place at the time of execution of the Stipulation or may become effective subsequent to the execution of this document.

(n) Upon execution of this Stipulation by affixing a Board authorized signature below, the provisions of this Stipulation shall become an Order under K.S.A. 65-2838. This Stipulation shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further Order is required.

(o) The Board may consider all aspects of this Stipulation, in any future matter regarding Licensee.

IN WITNESS WHEREOF, the parties have executed this agreement on this 20th day of August, 2001.

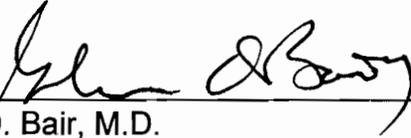
KANSAS STATE BOARD OF HEALING ARTS



Lawrence T. Buening, Jr.
Executive Director

August 20, 2001

Date



Glenn O. Bair, M.D.

8/1/01

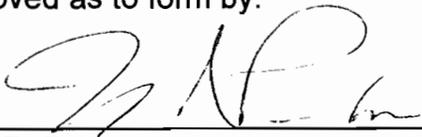
Date

Prepared By:



Stacy L. Cook, #16385
Litigation Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3065
(913) 296-7413

Approved as to form by:



Jerry R. Palmer
Palmer, Leatherman & White
627 S.W. Topeka Blvd.
Topeka, Kansas 66603
(785) 233-1836
Attorney for Licensee

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** by United States mail, postage prepaid, on this 20th day of August, 2001 to the following:

Jerry R. Palmer
Palmer, Leatherman & White
627 S.W. Topeka Blvd.
Topeka, Kansas 66603
(785) 233-1836
Attorney for Licensee

and the original was hand-delivered to:

Lawrence T. Buening, Jr.
Executive Director
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068



Stacy L. Cook