

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

APR 24 1991

KANSAS STATE BOARD OF
HEALING ARTS

IN THE MATTER OF)
)
JAMES C. BOLIN, D.O.)
Kansas License No. 19911)

Case No. 91-00334

ENFORCEMENT ORDER

NOW, on this 24th day of April, 1991, this matter comes on for consideration before the Kansas State Board of Healing Arts (hereinafter referred to as "Board") and James C. Bolin, D.O., (hereinafter referred to as "Licensee") as a result of a Stipulation and Agreement having been entered into between the Board and the above-named Licensee on April 13, 1991.

After reviewing the files and being otherwise duly advised in the premises, the Board finds as follows:

1. That the Board and Licensee have entered into a Stipulation and Agreement, a true copy of which is attached hereto as "Exhibit A" and incorporated herein as if fully set forth.

2. That the attached Stipulation and Agreement should be approved and all conditions, terms and provisions set forth in the Stipulation and Agreement shall be adopted as Findings of Fact and Conclusions of Law and the order of the Board.

IT IS THEREFORE BY THE BOARD ORDERED AS FOLLOWS:

1. That the findings hereinabove made be and the same are made the order of the Board.

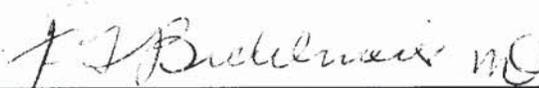
2. That Licensee's license to engage in the practice of Osteopathic medicine and surgery in the State of Kansas is hereby

limited as in the "Agreement" entered into between the Missouri State Board of Registration for the Healing Arts and Licensee and as adopted by the Board and evidenced by Licensee's signature affixed to the attached Stipulation and Agreement.

Licensee's license to engage in the practice of Osteopathic medicine and surgery in the State of Kansas is hereby placed under probationary condition, limitation or restriction for a minimum period of three (3) years from the date of the authorized signature affixed to the Stipulation and Agreement. Licensee shall not prescribe, dispense, administer or otherwise provide any amphetamine or amphetamine-like substance or sympathomimetic amine designated in Schedule II, III or IV under the Uniform Controlled Substance Act. Such additional restrictions and exceptions are incorporated by reference as though fully set forth herein and adopted from the Stipulation and Agreement.

IT IS SO ORDERED.

KANSAS STATE BOARD OF HEALING ARTS



Franklin G. Bichlmeier, M.D.
Board President

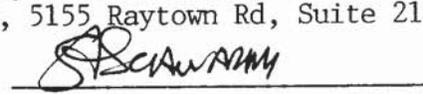
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Date

Prepared by:
STEVE A. SCHWARM, Litigation Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603
(913) 296-7413

CERTIFICATE OF SERVICE

I, Steve A. Schwarm, Litigation Counsel, Kansas State Board of Healing Arts, hereby certify that I mailed a true and correct copy of the STIPULATION AND AGREEMENT and the ENFORCEMENT ORDER by first class mail, postage prepaid to Larry K. Marske, Miller, Dougherty & Modin, 2160 City Center Square, 1100 Main Street, Kansas City, MO and to James Bolin, Jr., DO, 5155 Raytown Rd, Suite 211, Kansas City, MO this 29th day of April, 1991.



Steve A. Schwarm

FILED

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

**KANSAS STATE BOARD OF
HEALING ARTS**

IN THE MATTER OF)
)
JAMES C. BOLIN, D.O.)
Kansas License No. 19911)

Case No. 91-00334

STIPULATION AND AGREEMENT

COMES NOW, the Kansas State Board of Healing Arts (hereinafter referred to as "Board") by and through Steve A. Schwarm, Litigation Counsel and James C. Bolin, Jr., D.O.. (hereinafter referred to as "Licensee") and stipulate and agree as follows:

1. The Board is the sole and exclusive regulatory agency in the State of Kansas regarding the practice of the healing arts, specifically the practice of osteopathic medicine and surgery.

2. Licensee is currently licensed in the State of Kansas authorized to engage in the practice of osteopathic medicine and surgery, having been issued license number 19911.

3. On January 4, 1991, information was voluntarily provided to the Litigation Counsel of the Board through Licensee's attorney of record, Larry K. Marske, which indicated that Licensee had disciplinary action taken against his license to practice osteopathic medicine and surgery in the State of Missouri by the Missouri State Board of Registration for the Healing Arts. Such

action is reflected in the Agreement dated December 17, 1990.

4. Based on the above information, the Board has determined there is probable cause to believe that Licensee has had formal disciplinary action taken against Licensee's license to engage in the practice of osteopathic medicine and surgery by a regulatory and licensing agency of another jurisdiction. Such action would come within the purview of K.S.A. 1990 Supp. (1989 Supp.) 65-2836(u) in that sanctions or disciplinary actions have been taken against Licensee by a governmental agency for acts or conduct similar to acts or conduct which would constitute grounds for discipline under this section. Such AGREEMENT BETWEEN THE MISSOURI STATE BOARD OF REGISTRATION FOR THE HEALING ARTS AND JAMES C. BOLIN, JR., D.O. REGARDING DISCIPLINE OF THE LICENSE OF JAMES C. BOLIN, JR., D.O. to practice the healing arts sets forth in specific detail that Licensee had dispensed or prescribed amphetamines in violation of Missouri law, 4 C.S.R. 150-5.010(3) and Licensee had failed to maintain records which fully complied with the requirements found in 4 C.S.R. 150-5.010 et seq. Such act or conduct would constitute grounds under the jurisdiction of the Kansas Board of Healing Arts pursuant to K.S.A. 1990 Supp. (1989 Supp.) 65-2836(b); K.S.A. 1990 Supp. 65-2837(b)(11) and (25).

5. Under the provisions of K.S.A. 1990 Supp. 65-2838(a) the Board has jurisdiction to impose appropriate discipline if Licensee

has engaged in any commissions or omissions to bring Licensee within the purview of K.S.A. 1990 Supp. 65-2836. Under the provisions of K.S.A. 1990 Supp. 65-2838(b) the Board has the authority to enter into this Stipulation and Agreement.

6. It is the intent and purpose of this Stipulation and Agreement to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. The terms and conditions of this Stipulation and Agreement are entered into between the undersigned parties and is submitted for the purpose of allowing these terms and conditions to become an order of the Board. This Stipulation and Agreement shall not be binding on the Kansas Board of Healing Arts until an authorized signature is affixed on the last page of this document.

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

a) The Board is a duly authorized administrative agency of the State of Kansas with the appropriate statutory authority to regulate the practice of the healing arts in the State of Kansas.

b) Licensee admits that this Stipulation and Agreement and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider the Stipulation and Agreement and is lawfully constituted to consider this matter to include consideration of this Stipulation and Agreement.

Licensee further notes that the Kansas Healing Arts Act as set forth in the Statute and as recited in the Stipulation and Agreement is constitutional on its face and as applied in this case. Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provisions of law. Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance of this Stipulation and Agreement as it relates to the Kansas Healing Arts Act and the probationary limitation, restrictions and conditions of Licensee's license to engage in the practice of osteopathic medicine and surgery in the State of Kansas.

c) Licensee's license to engage in the practice of osteopathic medicine and surgery in the State of Kansas is hereby placed under probationary condition, limitation and restriction for a minimum period of three (3) years from the date of the authorized signature affixed to this Stipulation and Agreement. Computation of the three year period shall be calculated by adding the figure 3 to the year 1991 associated with the authorizing signature and date of this document after execution by the Board of Healing Arts.

Licensee's agreement to the probationary limitation, conditions and restrictions of his license is evidenced by his signature affixed to this document.

8. Licensee hereby agrees to limit his license to engage in the practice of osteopathic medicine and surgery in the State of Kansas in that the "Agreement" entered into between the Missouri State Board of Registration for the Healing Arts and Licensee is adopted by the Board. The entire 6-page document is incorporated by reference as through fully set forth herein and all conditions and covenants, terms and promises contained therein are adopted by the Board as conditions to be placed on Licensee's practice and license in the State of Kansas.

9. Licensee shall submit within fourteen (14) calendar days from Licensee's successful completion of the April 19-21, 1991 "Controlled Substance Prescribing CME course offered at the University of Missouri, Columbia" evidence of such completion. Failure to receive such evidence of Licensee's successful completion of the above course within 14 calendar days shall be deemed Licensee's desire not to comply with this Stipulation and Agreement and the Board shall be free to pursue whatever action the Board shall be deemed appropriate.

10. Licensee shall be responsible for all costs associated with the compliance of the Stipulation and Agreement.

11. Licensee shall not prescribe, dispense, administer or otherwise provide any amphetamine or amphetamine-like substances or sympathomimetic amines designated in Schedule II, III or IV

under the Uniform Controlled Substance Act. Such restriction that Licensee shall not prescribe, dispense, administer, sell or supply, order or otherwise give or provide such amphetamine or amphetamine-like substances shall be a restriction on Licensee's license to engage in the practice of osteopathic medicine and surgery in the State of Kansas. Licensee shall be permitted as an exception to the above restriction to prescribe, order, dispense, administer, supply or give an amphetamine or amphetamine-like substance in an emergency medical treatment situation in which the patient requires such for immediate action in a life threatening situation or Licensee may provide such amphetamine or amphetamine-like substance if such has been previously ordered by another practitioner of the healing arts and Licensee is providing professional medical and surgery coverage for the prior practitioner. Any such administration of amphetamine or amphetamine-like substance shall be done only in a professional physician/patient relationship between Licensee and an identifiable individual. If Licensee elects to administer an amphetamine or amphetamine-like substance in an emergency medical treatment situation or under professional medical and surgery coverage of another practitioner, Licensee shall maintain a record of all amphetamine or amphetamine-like substances prescribed by him to include the following: (1) the name and address of each patient; (2) the date the amphetamine was

prescribed; (3) the name and quantity of amphetamine prescribed; and (4) the diagnosis, symptom, treatment modality or regime necessary to prescribe the amphetamine within five (5) calendar days of the incident.

12. Licensee shall submit quarterly reports and any applicable amphetamine prescription records stating that he has been in compliance or non-compliance with all conditions of the Stipulation and Agreement and the Kansas Healing Arts Act, K.S.A. 65-2837a and K.A.R. 100-23-1, with such reports being due on the tenth (10th) calendar day immediately following the quarterly period. The first quarterly reporting period shall end June 30, 1991. All subsequent quarterly reporting periods shall be done on three months commencing with July, 1991.

13. Licensee shall obey all federal, state and local laws and rules governing the practice of osteopathic medicine in the State of Kansas.

14. All correspondence and/or communication with the Board or Board designee as specified in this Stipulation and Agreement shall mean that Licensee must utilize certified mail addressed to the Kansas State Board of Healing Arts at 235 S. Topeka Boulevard, Topeka, Kansas 66603. Licensee has an affirmative duty to notify the Board of changes in his personal or professional status which would inhibit the compliance with this Stipulation and Agreement

or subsequent Enforcement Order.

15. If Licensee fails to comply with the provisions of this Stipulation and Agreement or subsequent Enforcement Order, including, but not limited to maintaining specific information on such amphetamine access reports may result in the Board or Board designee holding an informal investigative inquiry which Licensee now consents to for Licensee to show cause why Licensee should not be held in violation of a breach of this Stipulation and Agreement and Enforcement Order and why a hearing on the merits of non-compliance should not be held regarding a violation of one or more provisions of K.S.A. 1990 Supp. 65-2836 to include K.S.A. 1990 Supp. 65-2836(m). Upon determination that Licensee wilfully breached or violated the Stipulation and Agreement and Order, or that Licensee has elected not to comply with the Stipulation and Agreement or contract provisions, the Board will immediately take disciplinary action if the Board deems appropriate in compliance with the Kansas Administrative Procedure Act.

16. Licensee acknowledges proof submitted to the Board by an Affidavit or other form that Licensee has failed to meet the conditions of this Stipulation and Agreement shall be good and sufficient evidence to support the alleged violation in compliance of the Stipulation and Agreement and Order. It is further understood that if Licensee fails to fulfill any of the obligations

under the agreement, the Board will be released from its Stipulation and Agreement and Order and shall be free to take whatever steps it deems appropriate.

17. Nothing in this agreement shall be construed to deny the Board jurisdiction to investigate the alleged violations of the Healing Arts Act or act to investigate complaints received under the Risk Management Law, K.S.A. 65-4921 et seq. that are unknown and are not covered under the conditions of this Stipulation or subsequent acts which are unknown to the Board.

18. This Stipulation and Agreement 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.

19. Licensee hereby releases the Kansas State Board of Healing Arts, its employees and agents from all claims to mean those damages, actions, liabilities and causes of action both administrative and civil. This release shall discharge the Board from any and all claims or demands of every kind and nature that the Licensee has claimed to have had at the time of this release or might have had known and unknown, suspected and unsuspected and Licensee shall not commence to prosecute, cause or permit to be prosecuted any action or proceeding of any description against the Board arising out of acts leading to the execution of this

agreement or the content of this agreement.

20. Licensee acknowledges that this Stipulation and Agreement is entered into freely and is voluntarily given.

21. Licensee acknowledges that he has read or had read to him all the numbered paragraphs above, 1 through 21, and has received a copy of this Stipulation and Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on this 13th day of April, 1991.

KANSAS STATE BOARD OF HEALING ARTS

Franklin B. Bichlmeier MD
Franklin Bichlmeier, M.D.
Board President

4-13-91
Date

James C. Bolin, Jr. MD
James C. Bolin, Jr., D.O.
Licensee

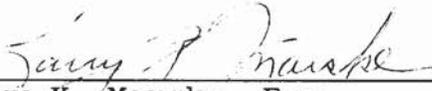
March 19, 1991
Date

STIPULATION AND AGREEMENT
James C. Bolin, Jr., D.O.

Prepared and Approved by:



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