

STIPULATION

THIS AGREEMENT, entered into this 12th day of September, 1983, by and between the Kansas Board of Healing Arts, by and through it's Secretary, Helen Gilles, M.D., hereinafter referred to as the Board and James C. Seeley, M.D., 418 W. 5th Street, Holton, Kansas, 66436, hereinafter referred to as licensee.

WHEREAS, it is understood and agreed that the licensee and the Board had met informally to discuss matters concerning the prescribing habits of licensee for various forms of medication;

WHEREAS, the Board discussed questions herein involved at its meeting of June 17, 1983, at which time it was determined that the stipulation be agreed upon;

WHEREAS, this stipulation is being entered into at the request of the Board and as agreed upon by licensee, the contents of which are as follows:

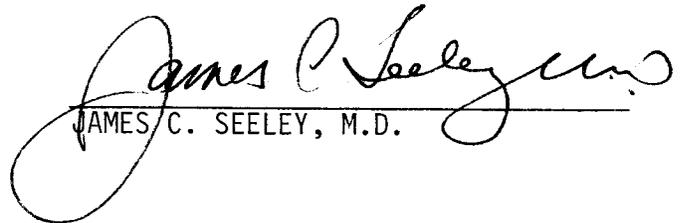
NOW, IT IS THEREFORE RESOLVED, UNDERSTOOD AND AGREED BY THE PARTIES HERETO AS FOLLOWS:

- A. That licensee shall write no more prescriptions for Dilaudid;
- B. That licensee would monitor his cancer patients; and prescribe needed medication to said patients whether they be in or out of the hospital; further that to other than cancer patients, Demerol and Morphine prescriptions will be prescribed only to in-patients in the hospital or to emergency patients in the emergency room who are suffering from acute pain.
- C. That with reference to individuals and patients of licensee who seek professional assistance regarding drug related needs, licensee shall cease and desist from providing assistance, to include prescribing of medication, unless licensee were to obtain a detoxifying center program;
- D. That the Board's Investigator, or other designee of the Board, shall monitor licensee's practices within the Board's discretion with licensee cooperating with any request made of him in a reasonable fashion;
- E. Licensee shall reappear at a Board Meeting, exact date to be furnished licensee, in six months, with licensee hereby agreeing to appear

at any other Board Meeting or at the request of the Board utilizing its discretion;

F. That both the Board and licensee fully understand that the conditions herein set forth are intended to be strictly construed and adhered to. That should any of the conditions herein not be fully met, this Stipulation agreement will immediately become of no force and effect, and should it be considered necessary by the Board to institute formal proceedings against licensee, said proceedings will be prepared and filed all within the Board's discretion.

G. That there have been no other agreements or understandings regarding any other matter in question herein other than what has been expressly set out. Further, this Stipulation shall be in full force and effect until and unless either it is rescinded as above set forth by licensee's not adhering to the conditions set forth; or it is modified by written agreement by and between the parties.


JAMES C. SEELEY, M.D.

Date: _____



Helen Gilles, M.D., Secretary

Date: _____

Donald G. Strole
General Counsel
Kansas State Board of Healing Arts
503 Kansas Avenue, Suite 500
Topeka, KS 66603

RECEIVED

JUL 7 1983

KANSAS STATE BOARD OF
HEALING ARTS

*Superseded
by Stipulation dated
12/12/83
JLB
10/31/88*

STIPULATION

THIS AGREEMENT, entered into this 7th day of July, 1983, by and between the Kansas Board of Healing Arts, by and through it's Secretary, Helen Gilles, M.D., hereinafter referred to as the Board and James C. Seeley, M.D., 418 W. 5th Street, Holton, Kansas, 66436, hereinafter referred to as licensee.

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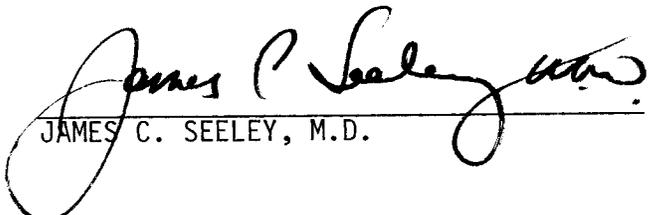
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- C. That with reference to individuals and patients of licensee who seek professional assistance regarding drug related needs, licensee shall cease and desist from providing assistance, to include prescribing of medication, unless licensee were to obtain a detoxifying center program;
- D. That the Board's Investigator, or other designee of the Board, shall monitor licensee's practices within the Board's discretion with licensee cooperating with any request made of him in a reasonable fashion;
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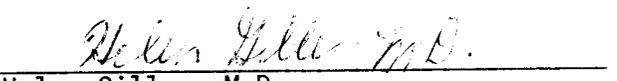
at any other Board Meeting or at the request of the Board utilizing its discretion;

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JAMES C. SEELEY, M.D.

Date: 7-5-83


Helen Gilles, M.D.
Secretary

Date: 7/13/83

Wallace M. Buck, Jr.
Attorney for the Board
503 Kansas Avenue, Suite 500
Topeka, KS 66603