

3. In lieu of formal proceedings under the Kansas Administrative Procedure Act, the Board and Applicant have heretofore entered into a Stipulation dated June 15, 1990, a copy of which is attached hereto as Exhibit "A", in which the parties have agreed that upon approval of Applicant's application for endorsement. Applicant's license to practice medicine and surgery in the State of Kansas shall be limited pursuant to the terms of the Stipulation.

IT IS THEREFORE BY THE BOARD ORDERED AS FOLLOWS:

A. The findings hereinabove made be and the same are hereby made the Order of the Board.

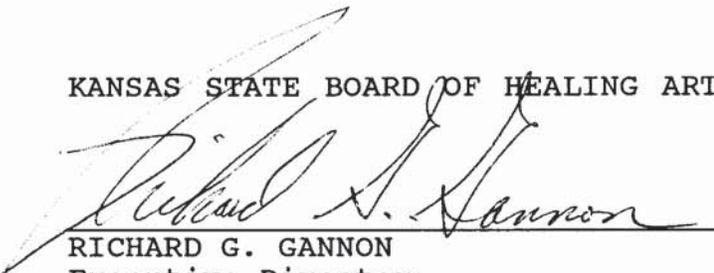
B. Applicant's application for endorsement is hereby approved and Licensee is hereby issued license number 4-23201 to practice medicine and surgery in the State of Kansas.

C. The Stipulation attached hereto as Exhibit "A" and all findings of fact stated therein are hereby adopted by the Board and the Stipulation is hereby approved and made binding upon the Board and Applicant's license hereby issued is limited in accordance therewith.

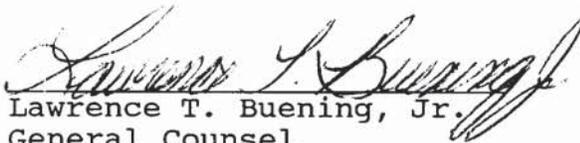
D. Any violation of the Stipulation shall constitute a violation of the Healing Arts Act and administrative proceedings may be initiated against Applicant for the revocation, suspension or limitation of said Applicant's license to practice medicine and surgery in the State of Kansas.

IT IS SO ORDERED.

KANSAS STATE BOARD OF HEALING ARTS


RICHARD G. GANNON
Executive Director

Prepared and Approved by:


Lawrence T. Buening, Jr.
General Counsel
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603
(913) 296-7413

CERTIFICATE OF SERVICE

I, Lawrence T. Buening, do hereby certify that on the 14th day of July, 1990, a true and correct copy of the above and foregoing Enforcement Order was deposited in the United States mail, first class, postage prepaid, addressed to:

Richard N. Shatz, M.D.
9 Pricemont
St. Louis, MO 63132


Lawrence T. Buening, Jr.

S T I P U L A T I O N

THIS AGREEMENT made and entered into this 21 day of June, 1990, by and between RICHARD N. SHATZ, M.D. (hereinafter referred to as "Applicant") and the KANSAS STATE BOARD OF HEALING ARTS (hereinafter referred to as "Board").

WITNESSETH:

WHEREAS, on or about February 26, 1990, Applicant filed with the Board an application for endorsement to obtain a license to practice medicine and surgery in the State of Kansas; and

WHEREAS, Applicant was requested to provide additional information, which information has now been received by the Board and the application deemed to be complete; and

WHEREAS, the Board has received information indicating prior actions have been taken by the Missouri Board of Registration for the Healing Arts, the Missouri Department of Health and the Drug Enforcement Administration of the U.S. Department of Justice; and

WHEREAS, the actions taken by the Missouri Department of Health and the Drug Enforcement Administration enable Applicant to utilize controlled substances in the practice of medicine and surgery in the State of Missouri subject to his continued compliance with certain restrictions, requirements and obligations which have been imposed; and

WHEREAS, the investigation conducted by the Board reveals the aforementioned actions have been based upon Applicant's plea of guilty on November 23, 1983 to one count of knowingly and willfully

acquiring and possessing cocaine by misrepresentation, fraud, forgery, deception or subterfuge; and

WHEREAS, the Missouri Board of Registration for the Healing Arts has previously reinstated Applicant's license and on December 3, 1988 voted to terminate Applicant's Probationary Agreement and removed all restrictions placed on his license to practice medicine and surgery in that state; and

WHEREAS, the Board has been led to believe Applicant has not ingested any controlled substance without a lawful medical reason therefor since 1982.

NOW, THEREFORE, in consideration of the granting to Applicant of a temporary permit to practice medicine and surgery in the State of Kansas and the other mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The Board, immediately upon receipt of Applicant's signed copy of this Stipulation, will issue to Applicant a temporary permit to engage in the practice of medicine and surgery in the State of Kansas.

2. Upon receipt of a temporary and, subsequently, a permanent license to practice medicine and surgery in the State of Kansas, Applicant agrees as follows:

- a. To refrain from the ingestion, inhalation, injection or other use of any controlled substances unless prescribed or administered by a licensed practitioner.

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c. To comply with and abide by all of the restrictions, requirements and obligations placed upon him by Memorandum of Understanding dated September 30, 1986 between Applicant and the Missouri Department of Health and the Memorandum of Agreement dated September 1, 1989 between Applicant and the Drug Enforcement Administration for as long as any such restrictions, requirements and obligations so imposed remain in effect.

d. To notify the Board of any modification to his license status in the state of Missouri and any modification to the restrictions, requirements and obligations placed upon him by either the aforementioned Memorandum of Understanding or the Memorandum of Agreement.

3. This Stipulation shall be binding upon both the Board and Applicant upon its approval by both parties and the issuance of an Enforcement Order in accordance therewith. In the event Applicant, prior to the issuance by the Board of a permanent license to practice medicine and surgery in the State of Kansas, shall violate any of the terms and conditions of this Stipulation, the Board may refuse to grant a permanent license to Applicant and further may take such action as it deems necessary to suspend, revoke or otherwise limit any temporary permit which may have been granted to Applicant.

4. This Stipulation and the promises and obligations contained herein shall remain in effect for as long as Applicant shall have a temporary permit or permanent license to practice medicine and surgery in the State of Kansas, provided, however, should Applicant adhere to all of the restrictions, requirements and obligations imposed upon him by the aforementioned Memorandum of Understanding and Memorandum of Agreement, the terms and conditions of the monitoring contract with Kansas Medical Society Impaired Provider Program and the terms and conditions of this Stipulation, Applicant may request the rescission of this Stipulation and such request will be given due consideration by the Board.

5. Applicant understands that the failure to comply with any of the terms and conditions hereinabove set forth will constitute a violation of the Kansas Healing Arts Act and may result in proceedings to revoke, suspend or limit the temporary permit issued to applicant or any permanent license which may be issued to Applicant.

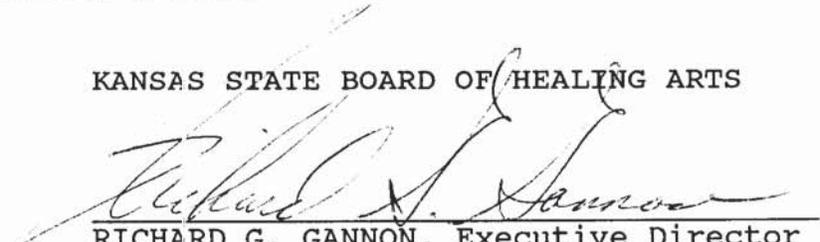
6. This Stipulation contains the entire agreement between the parties hereto and the terms hereof are understood to be strictly construed and to be adhered to.

7. Applicant has entered into this Stipulation freely and voluntarily as a consideration for the issuance of a temporary permit and acknowledges that there has been no coercion or duress imposed upon him to enter into this Stipulation. Applicant hereby waives any and all rights to due process and hearing on his

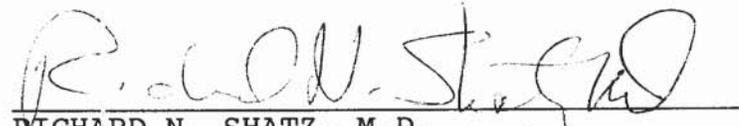
Application for Endorsement conferred upon him by the Kansas Administrative Procedure Act or any other Federal or State law.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the date and year indicated below their signature, it being specifically understood this agreement shall not become effective and binding upon both parties until it has been executed and approved by both parties hereto.

KANSAS STATE BOARD OF HEALING ARTS

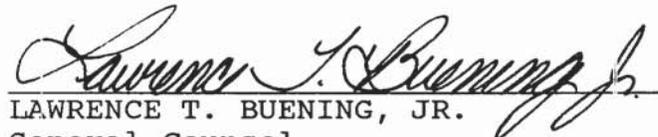

RICHARD G. GANNON, Executive Director
"Board"

6/21/90
DATE


RICHARD N. SHATZ, M.D.
"Applicant"

6/7/90
DATE

Prepared and Approved by:


LAWRENCE T. BUENING, JR.
General Counsel
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603
(913) 296-7413