

BEFORE THE KANSAS STATE BOARD OF HEALING ARTS

In The Matter of
ALVIN E. WOLFE, D.O.

Kansas License Number 15709

Case Number: 89-DC-0112

STIPULATION

THIS AGREEMENT, made and entered into this 7th day of July, 1989, by and between the KANSAS STATE BOARD OF HEALING ARTS, hereinafter referred to "Board" and ALVIN E. WOLFE, D.O., hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee is licensed by Board to practice medicine and surgery in the State of Kansas, and is holder of certificate No. 15709; and

WHEREAS, Licensee has committed certain acts which may be in violation of the Kansas Healing Arts Act, for which disciplinary proceedings have been initiated; and

WHEREAS, Licensee denies expressly violating the Kansas Healing Arts Act, but in lieu of proceeding with additional investigation and formal disciplinary proceedings and in further consideration of the mutual covenants, promises and agreements contained herein, the parties hereto agree as follows:

1. The Licensee agrees to attend as continuing medical

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education the mini-residency sponsored by the University of Medicine and Dentistry of New Jersey - School of Osteopathic Medicine at Camden, New Jersey, during 1 through 6 May 1989, which program is entitled "The Proper Prescribing of Controlled Dangerous Substances".

2. The Board may monitor the prescriptions for controlled substances written by Licensee. In this regard, Board may require on a weekly basis, listing of all controlled substances written by Licensee. Such weekly listings shall be submitted by Licensee to the Board until Licensee's successful completion of the above-stated residency in Camden, New Jersey. Upon receipt of Licensee's ratings from the mini-residency, the weekly listings will be discontinued.

3. Subsequent to Licensee's successful completion of the mini-residency in Camden, New Jersey, Licensee will continue to supply the Board with quarterly reports summarizing Licensee's prescribing practices comparing practices before and after said mini-residency, and such reports shall continue for a period of one year, or until the Board has been satisfied with Licensee's compliance with proper prescribing procedures.

4. It is also understood by Licensee that within 6 months of the signing of this Stipulation, Licensee will

participate in clinical work consisting of a mini-residency conducted in Wichita at the Charter Hospital.

5. By execution of this Stipulation, Licensee expressly waives any and all procedural and due process rights to which he is entitled by virtue of the Kansas Administrative Procedures act.

6. This Stipulation is to be strictly construed. Any violation of any of the terms and conditions of this Stipulation shall be considered a violation of the Kansas Healing Arts Act for which formal adjudicative proceedings for revocation, suspension or limitation of Licensee's license may be immediately commenced.

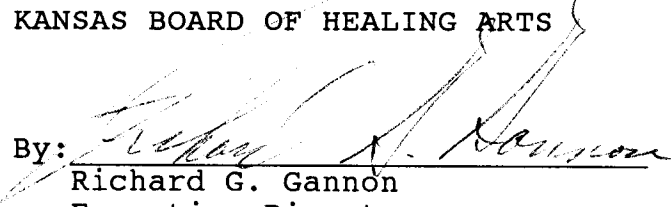
7. Upon successful completion of the aforementioned mini-residency by Licensee, it is expressly agreed that the Board will dismiss its petition filed on February 11, 1989 with prejudice to the refiling thereof.

8. This Stipulation constitutes the entire agreement of the parties and may be modified or rescinded only by written agreement signed by both parties hereto, provided, however, Licensee may, at any time, seek modification of the terms of this Stipulation and the Board will give due consideration to such request.

WHEREFORE, the parties hereto have executed this

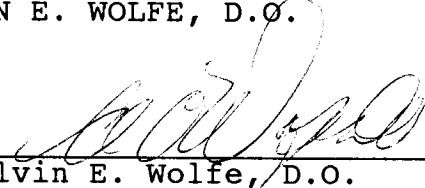
Agreement that day and year first above written, it being specifically understood that the effective date of this Agreement shall be the date on which it has been signed by both parties hereto.

KANSAS BOARD OF HEALING ARTS

By: 
Richard G. Gannon
Executive Director
"Board"

Date: 5-9-89

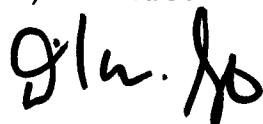
ALVIN E. WOLFE, D.O.

By: 
Alvin E. Wolfe, D.O.
"Licensee"

Date: 4/14/89

Prepared by:

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