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JAN 16 1991

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

**KANSAS STATE BOARD OF
HEALING ARTS**

In the Matter of)
)
BASUVIAH SHANKER, M.D.) Case No. 91-00158
)
Kansas Institutional License No. 197)
)

ENFORCEMENT ORDER

NOW, on this 9th day of January, 1991, this matter comes on for consideration before the Kansas State Board of Healing Arts (hereinafter referred to as "Board") and Basuviah Shanker, M.D., (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 January 9, 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:

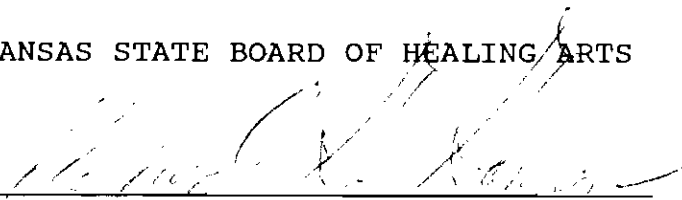
1. That the findings hereinabove made be and the same are made the Order of the Board.

2. That Licensee's Institutional License to engage in the practice of medicine and surgery in the State of Kansas is hereby conditioned and limited to the following:

a) That Licensee shall within three hundred sixty-five (365) days of the effective date of the Stipulation and Agreement attend and successfully complete the mini-residency medical education course, "The Proper Prescribing of Controlled Dangerous Substances" sponsored by the University of Medicine and Dentistry of New Jersey School of Osteopathic Medicine in Camden, New Jersey. Licensee shall stand all associated costs for transportation and attendance at said mini-residency and shall have all evaluation reports, documentation, grades and attendance reports forwarded to the attention of the Board.

IT IS SO ORDERED.

KANSAS STATE BOARD OF HEALING ARTS



RICHARD G. GANNON
Executive Director



Date

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

ENFORCEMENT ORDER
Basuviah Shanker, M.D.

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

IN THE MATTER OF)

BASUVIAH SHANKER, M.D.)

Kansas Institutional License No. 197)

Case No. 91-00158

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 Basuviah Shanker, M.D. (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 medicine and surgery.

2. Licensee is currently licensed in the State of Kansas authorized to engage in the practice of medicine and surgery, having been issued Institutional License number 197. Licensee is and was at all times pertinent to the date set forth in this Stipulation and Agreement, authorized to engage in the practice of medicine and surgery as restricted by an Institutional License.

3. On November 26, 1990, information was provided to the Litigation Counsel of the Board which indicated that Licensee had engaged in acts in violation of the rights and restrictions placed on Licensee by the issuance of an Institutional License in compliance with K.S.A. 1989 Supp. 65-2895 to include issuance of prescriptions for controlled and non-controlled substances to employees of Larned State Hospital. Licensee failed to maintain patient records for employees and employee's spouses of the

facility in compliance with Kansas Law. Licensee failed to do an appropriate physical examination or make an independent determination regarding the necessity of prescriptions being issued to employees and employee's families. Licensee has admitted to obtaining and using an illegal drug in the last 3 or 4 months during a period of time in which he was assigned to Larned State Hospital.

4. Based on the above information, the Board has determined there is probable cause to believe that Licensee has engaged in the practice of medicine and surgery as is restricted by Licensee's Institutional License in the State of Kansas while failing to maintain statutory medical patient records, practicing beyond the scope of Institutional License to include issuing prescriptions to State Hospital employees and employee's spouses and using an illegal drug during Licensee's license period.

5. Under the provisions of K.S.A. 1989 Supp. 65-2836(f) and 65-2837(b)(25) the Board has jurisdiction to impose appropriate discipline for violations of the Healing Arts Act as set forth in K.S.A. 1989 Supp. 65-2836 and K.S.A. 1989 Supp. 65-2837. Under the provisions of K.S.A. 1989 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 to page 7 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 to include the practice of medicine and surgery as restricted by Licensee's Institutional License 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 conditions and limitations imposed upon Licensee's Institutional License to engage in the practice of medicine and surgery as restricted by Licensee's Institutional License in the State of Kansas.

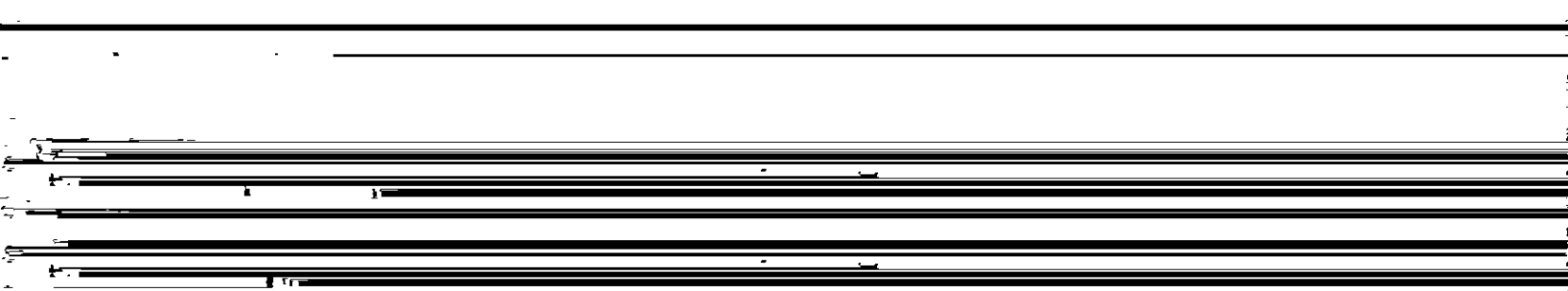
C) Licensee's license to engage in the practice of medicine and surgery as restricted by Licensee's Institutional License in the State of Kansas is hereby conditioned and limited. Such limitation is set forth in the following paragraph:

i) Licensee shall within three hundred sixty-five (365) days of the effective date of this Stipulation and Agreement attend and successfully complete the mini-residency medical education course, "The Proper Prescribing of Controlled Dangerous Substances" sponsored by the University of Medicine and Dentistry of New Jersey School of Osteopathic Medicine in Camden, New Jersey. Licensee shall stand all associated costs for transportation and attendance at said mini-residency. Licensee shall have all evaluation reports, documentation, grades and attendance reports forwarded to the attention of the Board.

iii) All correspondence or communication between Licensee and the Board, to include the evaluation reports, documentation, grades and attendance report shall be by certified mail addressed to the Kansas State Board of Healing Arts, 235 S. Topeka Boulevard, Topeka, Kansas 66603.

iv) Failure of Licensee to comply with the provisions of this Stipulation and Agreement and Enforcement Order, including, but not limited to failure to attend and successfully complete the mini-residency medical education course, "The Proper Prescribing of Controlled Dangerous Substances",

and failure to forward all necessary reports to the Board 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



administrative and civil. This release shall discharge the Board of any/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 Board, its employees or agents, arising out of acts leading to the execution of this Stipulation and Agreement or the content of this Stipulation and Agreement.

H) Licensee acknowledges that this Stipulation and Agreement has been entered into freely and voluntarily given.

8. Licensee acknowledges he has read or has had read to him all the numbered paragraphs above, 1 through 7 and has received a copy of this Stipulation and Agreement.

IN WITNESS WHEREOF the parties have executed this agreement on this 9th day of January, 1991.

KANSAS STATE BOARD OF HEALING ARTS

Franklin B. Bichlmeier, M.D.
FRANKLIN BICHLMEIER, M.D.
Board President

Date January 9, 1991

B. Shanker, M.D.
BASUVIAH SHANKER, M.D.
Licensee

Date 1-2-1991

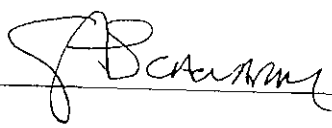
Prepared and Approved by:

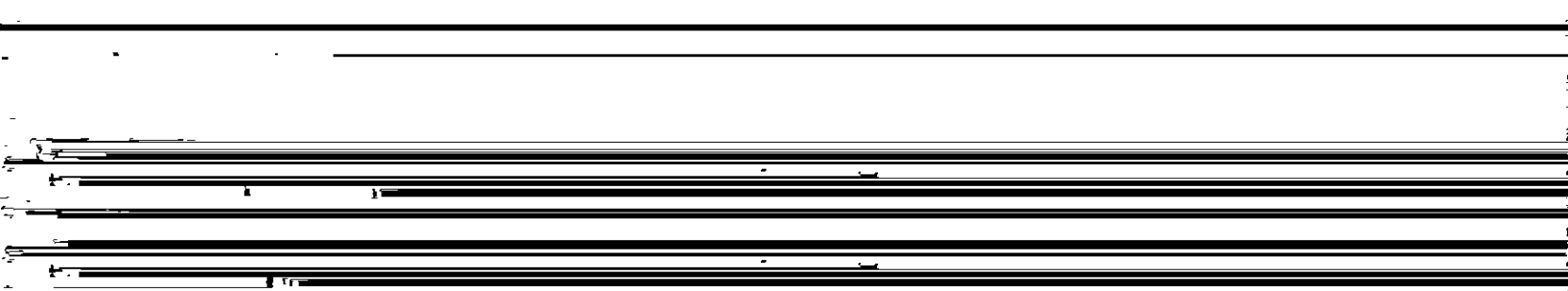


Steve A. Schwarm, #13232
Litigation Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603
(913)296-7413

CERTIFICATE OF SERVICE

I, Steve A. Schwarm, Litigation Counsel, Kansas State Board of Healing Arts, hereby certify that I served the attached STIPULATION AND AGREEMENT to Basuviah Shanker, M.D. 904 W. 12th Street, Larned, Kansas 67550 on this 15th day of JANUARY, 1991 by certified mail (P).





license to practice medicine and surgery in the State of Kansas under certain conditions.

4. 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. Upon signature by Applicant to this document, it shall be deemed a unilateral contract and agreement and shall bind Applicant to the terms and conditions set forth in the Stipulation whether or not the Board's signature is affixed to the document. Applicant specifically acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

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

a)

b) Applicant's failure to comply with the provisions of the Stipulation may result in the Board taking disciplinary action as the Board deems appropriate in compliance with the Kansas Administrative Procedure Act and/or the terms of this Stipulation.

c) Nothing in this agreement 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 unknown at this time, or to initiate formal proceedings based upon currently unknown allegations of violations of the Healing Arts Act

d) This Stipulation constitutes the entire agreement between the parties and may only be modified and/or amended by a subsequent document executed in the same manner by the parties.

e) Applicant acknowledges that he has read this Stipulation and fully understands its contents. Applicant acknowledges that this Stipulation has been entered in freely and voluntarily given.

f) Applicant releases the Board, its employees and agents, from all claims to mean those damages, actions, liabilities and causes of actions, both administrative and civil, including the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions; K.S.A. 77-601 et seq. This release shall discharge the Board of any and all claims or demands of every kind and nature that Applicant has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Applicant shall not commence to prosecute, cause or permit to be prosecuted, any action or proceeding of any description against the Board, its employees or agents, arising out of acts leading to the execution of this Stipulation and Agreement or the contents of this Stipulation and Agreement.

g) Applicant further acknowledges that the Stipulation may be reportable to the National Practitioner Databank, the Federation of State Medical Boards, and other reporting agencies, and is a public document. Applicant and/or counsel for Applicant shall be given opportunity to participate in the reporting process.

6. All correspondence or communication between Applicant and the Board shall be by certified mail addressed to: Kansas State Board of Healing

Arts, ATTENTION: Disciplinary Counsel, 235 S. Topeka Boulevard, Topeka, Kansas 66603-3068.

7. Applicant 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.

8. Applicant has an affirmative duty to notify the Board of changes in his personal professional status which would inhibit compliance with the above conditions in this Stipulation.

9. Upon execution of this Stipulation by the affixing of a Board authorized signature below, the provisions of this Stipulation shall become an Order of the Board and shall be deemed a proper and lawful Enforcement 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.

IN WITNESS WHEREOF, the parties have executed this agreement on the

20th day of March, 1996.

KANSAS STATE BOARD OF HEALING ARTS

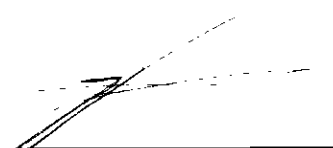
Lawrence T. Buening, Jr.
Lawrence T. Buening, Jr.
Executive Director

3/20/96
Date


Basuviah Shanker MD
Basuviah Shanker, M.D.
Applicant

3-12-96
Date

Prepared and Approved As To Form By:



Kevin K. LaChance, #15058
Disciplinary Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068
(913) 296-7413



Andrea Stubblefield
Counsel for Licensee
Dickson & Pope, P.A.
700 Jackson Street, Roof Garden Suite
Topeka, Kansas 66603
(913) 233-2015

CERTIFICATE OF SERVICE

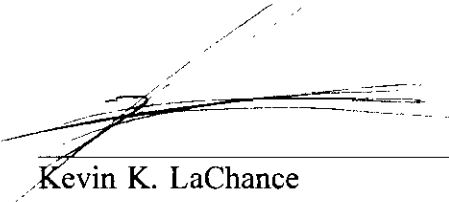
I, Kevin K. LaChance, Disciplinary Counsel, Kansas State Board of Healing Arts, certify that on the 21st day of March, 1996, I served a true and correct copy of the STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER by U.S. mail, first class postage prepaid, to the following:

Basuviah Shanker, M.D.
33759 Osawatomie Road
Osawatomie, Kansas 66064

Andrea Stubblefield
Counsel for Licensee
Dickson & Pope, P.A.
700 Jackson Street, Roof Garden Suite
Topeka, Kansas 66603

and the original hand delivered to:

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



Kevin K. LaChance
Disciplinary Counsel