

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

In the Matter of)	
)	KSBHA Docket No. <u>24-4A00010</u>
Jerry C. Bouman, D.O.)	
Kansas License No. 05-24097)	

JOINT CONSENT ORDER

COMES NOW, Petitioner, Disciplinary Panel #37 ("Petitioner"), a duly authorized committee of the Kansas State Board of Healing Arts ("Board"), by and through Lisa D. Montgomery, Associate Litigation Counsel, and Jerry C. Bouman, D.O. ("Licensee"), by and through Blane Markley, Partner, Spencer Fane LLP, and move the Board for approval of a Joint Consent Order affecting Licensee's license to practice osteopathic medicine and surgery in the State of Kansas. The Parties stipulate and agree to the following:

1. Licensee's last known mailing address to the Board is: **CONFIDENTIAL**
CONFIDENTIAL
2. Licensee's last known e-mail address to the Board is: **CONFIDENTIAL**
3. Licensee is or has been entitled to engage in the practice of osteopathic medicine and surgery in Kansas, having been issued License No. 05-24097 on approximately June 12, 1992. Licensee's license is Active, having last renewed on August 22, 2022.
4. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of osteopathic medicine and surgery. K.S.A. 65-2801 *et seq.* and K.S.A. 65-2869.
5. This Joint Consent Order and the filing of such document are in accordance with applicable law and the Board has jurisdiction to enter into the Joint Consent Order as provided by

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K.S.A. 77-505 and K.S.A. 65-2838. Upon approval, these stipulations shall constitute the findings of the Board, and this Joint Consent Order shall constitute the Board's Final Order.

6. The Kansas Healing Arts Act is constitutional on its face and as applied in the case. Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.

7. The terms and conditions of the Joint Consent Order 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 Joint Consent Order shall not be binding on the Board until an authorized signature is affixed at the end of this document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Joint Consent Order on behalf of the Board.

8. A protective order is hereby entered to protect all confidential information under K.S.A. 65-2898a.

9. The Board has received information **CONFIDENTIAL**, and has reason to believe there are grounds under K.S.A. 65-2836(b), K.S.A. 65-2836(k), K.S.A. 65-2836(r), K.S.A. 65-2836(ee), K.S.A. 65-2837(b)(25), K.S.A. 65-2837(a)(3), K.A.R. 100-24-1(a), K.A.R. 100-24-2, and/or K.A.R. 100-24-3(a) and (b), to take action with respect to Licensee's license under the Kansas Healing Arts Act, K.S.A. 65-2801, *et seq.*

10. The facts offered in support of the allegations set forth in Paragraph 10 of this Joint Consent Order are as follows:

- a. On or around October 17, 2021, **CONFIDENTIAL**, D.O. saw Patient 1, a then 68-year-old male who was also a physician, in the emergency room at **CONFIDENTIAL** in Owasso, Oklahoma. Patient 1 was in

cardiopulmonary arrest when he was admitted, and he was declared dead at 6 a.m. on that date.

- b. Patient 1's wife informed CONFIDENTIAL that her husband had not been seen by a physician, but that Patient 1 was presumed to have COVID-19 based upon his symptoms. Patient 1's wife then stated that Licensee prescribed a combination of several agents to Patient 1, after a phone consultation.
- c. On or around February 2, 2022, Board CONFIDENTIAL staff sent Licensee a letter CONFIDENTIAL, and was requested to provide Patient 1's medical records.
- d. On or around March 3, 2022, Licensee responded to Board CONFIDENTIAL staff by letter stating that he was unable to provide the requested medical records for Patient 1 because he had destroyed them after Patient 1's death in anticipation of Licensee's retirement, which he stated was scheduled for December 2022.
- e. Licensee renewed his license on August 22, 2022, and holds an active license.

11. Licensee voluntarily and knowingly waives his right to a hearing. Licensee voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination of witnesses. Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

12. While Licensee admits to no wrongdoing, he acknowledges that, if proven, the allegations set forth above would be violations of the Kansas Healing Arts Act.

13. According to K.S.A. 65-2838(b) and K.S.A. 77-505, the Board has authority to enter into this Joint Consent Order without the necessity of proceeding to a formal hearing.

14. All the materials **CONFIDENTIAL** regarding Licensee were fully reviewed and considered by the Board members who serve on the Board's Disciplinary Panel. Disciplinary Panel No. 37 authorized and directed Board counsel to seek settlement of this matter with the provisions contained in this Joint Consent Order.

15. Licensee further understands and agrees that if the Board finds, after due written notice and an opportunity for a hearing, that Licensee has failed to comply with any of the terms of this Joint Consent Order, the Board may immediately impose any sanction provided for by law, including but not limited to suspension or revocation of Licensee's license to practice osteopathic medicine and surgery in Kansas. Licensee hereby expressly understands and agrees that, at any such hearing, the sole issue shall be whether or not Licensee has failed to comply with any of the terms or conditions set forth in this Joint Consent Order. The Board acknowledges that at any such hearing, Licensee retains the right to confront and examine all witnesses, present evidence, testify on his own behalf, contest the allegations, present oral argument, appeal to the courts, and all other rights set forth in the Kansas Administrative Procedures Act, K.S.A. 77-501 *et seq.*, and the Kansas Healing Arts Act, K.S.A. 65-2801 *et seq.*

16. Nothing in this Joint Consent Order shall be construed to deny the Board jurisdiction to investigate alleged violations of the Kansas Healing Arts Act, or to investigate complaints received under the Risk Management Law, K.S.A. 65-4921 *et seq.*, that are known or

unknown and are not covered under this Joint Consent Order, or to initiate formal proceedings based upon known or unknown allegations of violations of the Kansas Healing Arts Act.

17. Licensee hereby releases the Board, its individual members (in their official and personal capacity), attorneys, employees and agents, hereinafter collectively referred to as "Releasees", from any and all claims, including but not limited to those alleged damages, actions, liabilities, both administrative and civil, including the Kansas Judicial Review Act, K.S.A. 77-601 *et seq.* arising out of the investigation and acts leading to the execution of this Joint Consent Order. This release shall forever discharge the Releasees of any and 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 Releasees.

18. Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record and shall be reported to any entities authorized to receive disclosure of the Joint Consent Order.

19. This Joint Consent Order, when signed by both parties, 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.

20. Licensee agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement, even if Licensee is

not present. Licensee further acknowledges that the Board may conduct further inquiry as it deems necessary before the complete or partial acceptance or rejection of any offer of settlement.

21. Licensee, by signature to this document, waives any objection to the participation of the Board members, including the Disciplinary Panel and General Counsel, in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member or General Counsel in any future proceedings on the basis that the Board member or General Counsel has received investigative information from any source which otherwise may not be admissible or admitted as evidence.

22. Licensee acknowledges he has read this Joint Consent Order and fully understands the contents.

23. Licensee acknowledges this Joint Consent Order has been entered into freely and voluntarily.

24. Licensee shall obey all federal, state, and local laws and rules governing the practice of osteopathic medicine and surgery in Kansas that may be in place at the time of execution of the Joint Consent Order or may become effective subsequent to the execution of this document.

25. Upon execution of this Joint Consent Order by affixing a Board authorized signature below, the provisions of this Joint Consent Order shall become a Final Order under K.S.A. 77-526. This Joint Consent Order shall constitute the Board's Order when filed with the office of the Executive Director for the Board and no further Order is required.

26. This Joint Consent Order constitutes **public disciplinary action**.

27. The Board may consider all aspects of this Joint Consent Order in any future matter regarding Licensee.

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28. In lieu of conducting a formal proceeding, Licensee, by signature affixed to this Joint Consent Order, hereby voluntarily agrees to the following disciplinary action against his license to engage in the practice of osteopathic medicine and surgery.

EDUCATION AND FINE

29. In lieu of suspending the Licensee's license for sixty (60) days, the Board will accept the Licensee's completion of: first, the Ethics and Boundaries Examination with a focus on Unprofessional Conduct, Professional Standards, and Fraud; and second, the Education Services – Provider Focused course.

30. Within **180 calendar days** of the execution of this Joint Consent Order, Licensee shall successfully complete the following sections of the **Ethics and Boundaries Examination (“EBAS”)** offered by Ethics and Boundaries Assessment Services, L.L.C: Unprofessional Conduct, Professional Standards, and Fraud. Information regarding the Ethics and Boundaries Examination, including registration, is available at: www.ebas.org. Licensee shall provide **proof of successful completion** of the required sections of the Ethics and Boundaries Examination to the Board's Compliance Coordinator **within 30 calendar days of successfully completing the examination.**

31. Within **180 calendar days** of the execution of this Joint Consent Order, Licensee shall successfully complete the following education, **Education Services – Provider Focused**, offered by Coding & Compliance Initiatives, Inc. (“CCI”), or substantially similar course as proposed by Licensee and approved by the Disciplinary Panel. Information regarding the education program, including registration, is available at: <https://www.ccipro.net/our-services>. Licensee shall provide **proof of successful completion** of the **Education Services –**

Provider Focused course to the Board's Compliance Coordinator **within 30 calendar days of successfully completing the education.**

32. Licensee shall sign any and all releases necessary to allow the above entities, or some other program as approved by the Disciplinary Panel, to communicate with the Board. Licensee shall provide a copy of such releases to the Board's Compliance Coordinator. Any failure to execute such a release, failure to provide copies to the Board, or any premature revocation of such releases shall constitute a violation of this Joint Consent Order.

33. If Licensee wishes to propose a substantially similar program, he must send complete documentation, including identifying the organization/entity hosting the program, any syllabi, and any other evaluation details that will aid in the review of the proposed alternative evaluation program.

34. All costs associated with the program shall be at Licensee's own expense, including, but not limited to, all costs associated with registration for the program, any testing center costs, the cost of travel to and from the program, and the cost of accommodations while attending the program.

35. Any hours earned by Licensee towards continuing education as a result of successfully completing the education courses shall be in addition to the continuing education hours required for a renewal of licensure.

36. If Licensee fails to successfully complete both programs, the Licensee shall be deemed in violation of this Joint Consent Order, Thereafter, an immediate 60 (sixty) day suspension of Licensee's license to practice the Healing Arts in Kansas will take effect without further Order of the Board.

FINE

37. Further, Licensee shall pay a civil fine of **\$2,500.00**, for violations of the Healing Arts Act, K.S.A. 65-2801 *et seq.* This fine shall be paid in full to the Kansas State Board of Healing Arts. Licensee will have **six (6) months** from the date of execution of this Joint Consent Order to pay this fine. Licensee shall make all payments in the form of a cashier's check or money order, payable to: Kansas State Board of Healing Arts, and sent to the Board's Compliance Coordinator.

LIMITATION OF PRACTICE

38. Licensee shall not destroy any other medical records without first notifying the Kansas State Board of Healing Arts.

39. Licensee shall acknowledge this limitation to not destroy further medical records in writing.

MISCELLANEOUS

40. Any and all communications to the Board regarding this Joint Consent Order, including but not limited to any and all requests for termination and/or modification of this Joint Consent Order, must be made in writing to:

Kansas State Board of Healing Arts
Attn: Compliance Coordinator
800 Jackson, Lower Level-Suite A
Topeka, Kansas 66612
KSBHA_ComplianceCoordinator@ks.gov

41. This Joint Consent Order shall terminate upon Licensee providing to the Compliance Coordinator written proof of payment of the fine, and upon the completion of Board's Compromise to suspension, or the completion of a 60-day suspension, of Licensee's license. The

limitation shall remain upon Licensee's license. A Journal Entry of Satisfaction will be issued upon termination of this Joint Consent Order.

IT IS THEREFORE ORDERED that the Joint Consent Order and agreement of the parties contained herein is adopted by the Board as findings of fact, conclusions of law, and as a Final Order of the Board.

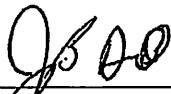
IT IS SO ORDERED on this 16th day of October, 2023.

**FOR THE KANSAS STATE BOARD OF
HEALING ARTS:**

Susan Gille

Executive Director

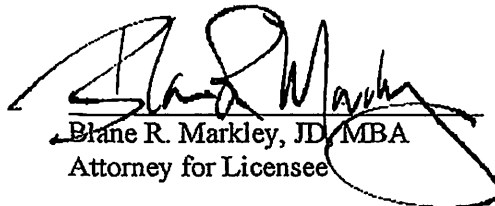
10/16/2023
Date



Jerry C. Bouman, D.O.
Licensee

7-31-2023

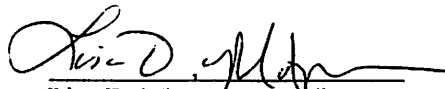
Date



Blane R. Markley, JD, MBA
Attorney for Licensee

July 31, 2023

PREPARED AND APPROVED BY:



Lisa D. Montgomery, #18243
Associate Litigation Counsel
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I served a true and correct copy of the above **Joint Consent Order** by United States mail, postage prepaid, and via e-mail on this 16th day of October, 2023, to the following:

Jerry C. Bouman, D.O.
Licensee

CONFIDENTIAL

Blane R. Markley, JD, MBA
Spencer Fane LLP
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
O (913) 327-5110; C 816-728-7343
bmarkley@spencerfane.com
Attorney for Licensee

And the original was hand-filed with:

Executive Director
Kansas Board of Healing Arts
800 SW Jackson, Lower Level-Suite A
Topeka, Kansas 66612

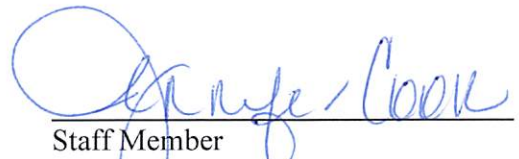
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And a copy was hand-delivered to:

Lisa D. Montgomery
Associate Litigation Counsel
Kansas Board of Healing Arts
800 SW Jackson, Lower Level-Suite A
Topeka, Kansas 66612

Compliance Coordinator
Kansas Board of Healing Arts
800 SW Jackson, Lower Level-Suite A
Topeka, Kansas 66612

Licensing Administrator
Kansas Board of Healing Arts
800 SW Jackson, Lower Level-Suite A
Topeka, Kansas 66612


Staff Member