

LOUISIANA STATE BOARD OF MEDICAL EXAMINERS

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In The Matter of	:	No. 20-I-010
	:	
Daniel Christopher Dollar, M.D.	:	
(Applicant)	:	CONSENT ORDER
	:	
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The above-entitled matter was docketed for investigation by the Louisiana State Board of Medical Examiners (the "Board"), following receipt of an application for licensure from Daniel Christopher Dollar, M.D. ("Dr. Dollar"). According to the application, Dr. Dollar was previously licensed in Colorado, where he had entered into a *Non-Disciplinary Interim Cessation of Practice Agreement* and a monitoring contract with the Colorado Physician Health Program ("CPHP") with the medical licensing authorities of that state, as a result of his dependency to mood-altering substances.¹ Dr. Dollar subsequently violated his CPHP monitoring agreement, voluntarily surrendered his license to practice medicine in Colorado,² and ceased practicing medicine. He recently moved to Louisiana. Having undergone appropriate treatment, and entered into a monitoring contract with the Healthcare Professionals Foundation of Louisiana ("HPFL"), he is seeking a Louisiana medical license.³

By his subscription hereto, Dr. Dollar, who cooperated fully with the Board's investigation, acknowledges the substantial accuracy of the foregoing information and, further, that proof of such information upon an administrative evidentiary hearing could establish grounds under the Louisiana Medical Practice Act.⁴ In consideration of the foregoing, and on the recommendation of the Investigating Officer respecting the pending investigation, the Board has concluded that its responsibility to ensure the health, safety and welfare of the citizens of this state against the unprofessional, unqualified and unsafe practice of medicine, La. Rev. Stat. §37:1261, will be effectively served by entry of the Order set forth hereinafter, by consent.

¹ Colorado Medical Board, *Non-Disciplinary Interim Cessation of Practice Agreement*, Case No. 2017-5657-B (Dec. 26, 2017).

² Colorado Medical Board, *Stipulation and Final Agency Order*, Case No. 2017-5657-B (May 16, 2019).

³ Louisiana State Board of Medical Examiners' *Oath or Affirmation Initial Licensure* (Dec. 9, 2019).

⁴The Board may take action against the license of a physician as a result of La. Rev. Stat. §37:1285A: (5) '[H]abitual or recurring abuse of drugs, including alcohol, which affect the central nervous system and which are capable of inducing physiological or psychological dependence;' (25) '[I]nability to practice medicine . . . with reasonable skill or safety to patients because of mental illness or deficiency . . . and/or excessive use or abuse of drugs, including alcohol;' and '(29) [T]he . . . surrender of a license, permit, or certificate issued by another state when . . . administrative charges are pending or threatened against the holder of such license, permit, or certificate.'

Recognizing his right to have notice and administrative adjudication of any charges that may be filed in this matter, at which time he would be entitled to be represented by legal counsel, to call witnesses and to present evidence on his own behalf in defense or in mitigation of the charges made, and to a decision thereon by the Board based upon written findings of fact and conclusions of law, pursuant to La. Rev. Stat. §§49:951, *et seq.*, Dr. Dollar nonetheless, hereby waives his right to notice and formal adjudication and pursuant to La. Rev. Stat. §49:955(D), consents to entry of the Order set forth hereinafter. By his subscription hereto, Dr. Dollar also acknowledges that he waives any right to which he may be entitled pursuant to the Louisiana Administrative Procedure Act, La. Rev. Stat. §§49:951 *et seq.*, or which otherwise may be afforded to him by law, to contest his agreement to or the force and effect of this document in any court or other forum relating to the matters referred to herein. By his subscription hereto, Dr. Dollar also hereby authorizes the Investigating Officer designated by the Board with respect hereto to present this Consent Order to the Board for its consideration and to fully disclose to and discuss with the Board the nature and results of the investigation and he waives any objection to such disclosures under La. Rev. Stat. §49:960. Dr. Dollar expressly acknowledges that the disclosure of information to the Board by the Investigating Officer shall be without prejudice to the Investigating Officer's authority to pursue formal administrative charges against him or to the Board's capacity to adjudicate such charges should the Board decline to approve this Consent Order.

Accordingly, in consideration of the foregoing and pursuant to the authority vested in the Board by La. Rev. Stat. §37:1285 and La. Rev. Stat. §49:955(D);

IT IS ORDERED that a license to practice medicine in the state of Louisiana shall be issued to Daniel Christopher Dollar, M.D.; provided, however, that he satisfies the following terms and conditions:

(1) **Competency.** Dr. Dollar shall demonstrate his clinical competency to practice medicine in this state by completing one of the following: (i) passage of the Special Purpose Exam ("SPEX"), administered under the auspices of the Federation of State Boards of Medical Examiners of the U.S., Inc.; (ii) obtaining board certification or re-certification by examination in the area of his practice specialty; or (iii) the completion of an assessment at a program or facility approved by the Board and successfully completing any recommended remediation or training.

(2) **Medical Ethics.** Dr. Dollar shall provide confirmation that he has taken and successfully completed a course on medical ethics that is acceptable to and approved by the Board. Such course shall not be less than 20 credit hours and shall be acceptable to and pre-approved by the Board or its designee.

IT IS FURTHER ORDERED that upon Dr. Dollar's compliance with and satisfaction of the terms and conditions hereinabove set forth, a license to practice medicine in the state of Louisiana shall be issued to him by the Board *on probation* for two (2) years (the "probationary term"); *provided, however*, that such issuance of Dr. Dollar's license and his continuing exercise of rights and privileges thereunder shall be conditioned upon his continuing acceptance of and strict compliance with the following terms, conditions and restrictions:

(1) Controlled Substances; Limitation. Except as authorized herein, Dr. Dollar shall not prescribe: (i) any substance which may be classified, defined, enumerated or included in 21 C.F.R. §§1308.11-.15 or La. Rev. Stat. §40:964, as a Schedule II or III controlled substance; or (ii) any substance which may hereafter be designated as one of the foregoing controlled substances by amendment or supplementation of such regulations and statute. The prohibitions contained in this paragraph shall not prohibit Dr. Dollar from ordering any controlled substance for administration to in-patients of and at a hospital where he may be employed or exercise staff or clinical privileges in accordance with such hospital's prescribed policies and procedures governing the administration of controlled substances. Until and unless otherwise modified by the Board, in its sole discretion, the restrictions contained in this provision shall survive the probationary term and remain in effect so long as Dr. Dollar shall hold any form of license or permit to practice medicine in the state of Louisiana.

(2) Prohibitions on Practice – Management of Chronic Pain. At no time following the effective date of this Order shall Dr. Dollar practice medicine in the field of management of non-malignant chronic or intractable pain. More specifically, at no time following the effective date of this Order shall Dr. Dollar hold himself out as being engaged in the treatment of or actually undertake to treat, either individually or in conjunction with any other physician, any patient in the long-term management of non-malignant chronic or intractable pain (beyond twelve weeks in any twelve month period), nor shall he receive any remuneration from, have any ownership interest in or association with any clinic or practice setting or arrangement that renders care and/or treatment to patients for non-malignant chronic or intractable pain or any clinic that advertises or holds itself out to the public as a clinic or practice for the care and/or treatment of patients for non-malignant chronic or intractable pain. Until and unless otherwise modified by the Board, in its sole discretion, the restrictions contained in this provision shall survive the probationary term and remain in effect so long as Dr. Dollar shall hold any form of license or permit to practice medicine in the state of Louisiana.

(3) Probation Monitoring Fee. Dr. Dollar shall for each year of the probationary term, pay the Board a probation monitoring fee of three Hundred (\$300.00) Dollars. Payment of the initial fee shall be due not later than sixty (60) days from the reinstatement of his license. All subsequent annual payments shall be due on or before the anniversary date of the initial fee payment.

(4) Continuing Treatment/Participation in the HPFL/Reports to Board. Dr. Dollar shall comply with the terms of his Monitoring Contract ("contract") with the HPFL for ongoing treatment and monitoring of his condition, which have or may be contained in his contract, or any subsequent contract which may be recommended by the HPFL, as well as those recommended by his treating physicians and those prescribed by any other healthcare provider involved in his care to the extent that they continue to

follow him. Dr. Dollar shall, in addition, authorize and cause his treating and monitoring physicians and/or the HPFL to submit to the Board, not less frequently than quarterly throughout the probationary period, written reports and/or verbal reports, should the Board desire the latter, on him then-current treatment diagnosis, prognosis, course of treatment, maintenance of abstinence from controlled and mood-altering substances, his fitness and ability to practice medicine with reasonable skill and safety to patients, and his compliance with the terms, conditions and restrictions of this Order and his contract.

(5) **Board Access to Treatment Records and Reports.** Dr. Dollar shall, and does by his subscription hereto, authorize any physician or any institution at which he undergoes treatment for any condition from which he may suffer or be diagnosed, as well as any physician under whose care he may come at such an institution who has or may hereafter evaluate, diagnose, treat or monitor him, to provide the Board with copies of all medical reports relating to Dr. Dollar's history, examination, evaluation, diagnosis, treatment and prognosis and to provide the Board with written and verbal reports relative thereto. Dr. Dollar expressly waives any privilege that may otherwise be afforded the disclosure of such records pursuant to state or federal law and shall immediately execute any authorization or release that may be necessary to permit the Board access to such records.

(6) **Maintenance of Complete Abstinence.** Dr. Dollar shall maintain complete and total abstinence from the use of alcohol, controlled and any other mood-altering substance for as long as he holds a license to practice medicine in this state, except as may be prescribed by a treating physician for a *bona fide* medical condition. Dr. Dollar shall personally inform the HPFL and the Board's Compliance Officer, both orally and in writing, of any controlled substance prescribed to him for treatment of a *bona fide* medical condition.

(7) **Drug Screens.** Dr. Dollar shall submit to periodic, unannounced blood, urine, saliva and/or hair collection for testing for the presence of alcohol and/or controlled and other mood-altering substances by the HPFL or its designee. Unless and until this condition is modified or rescinded by the Board, he shall authorize and cause such physician or testing facility and/or the HPFL to report the results of such drug screens to the Board not less frequently than quarterly throughout the probationary period.

(8) **Board Approval of Practice Setting.** Dr. Dollar shall not engage in the practice of medicine in this state other than in a practice setting pre-approved in writing by the Board or its designee.

(9) **Notification.** Dr. Dollar shall provide a complete copy of this Order to each hospital, clinic, facility or other employer or prospective employer at which or for whom he provides services as a physician in this state.

(10) **Sanction.** By his subscription hereto, Dr. Dollar acknowledges that his receipt of written notification from the Board or its designee that it has received apparently reliable information which indicates his failure to comply with the requirements set forth

by this Order in any respect shall, without the need for formal hearing or for providing him with any right to which he may otherwise be entitled pursuant to the Louisiana Administrative Procedure Act, La. Rev. Stat. §§49:951 *et seq.*, or which otherwise may be afforded to him by law, constitute his irrevocable consent to the immediate suspension of his license to practice medicine in this state pending the issuance of a decision by the Board following administrative adjudication of such charges; alternatively, the issuance of a Consent Order or such other disposition as the Board may approve.

(11) Cooperation with Board's Probation and Compliance Officer. Dr. Dollar shall immediately notify the Board's Probation and Compliance Officer of any change in his current home and professional addresses and telephone numbers and he shall direct all matters required pursuant to this Consent Order to the attention of the Probation and Compliance Officer, with whom he shall cooperate on all matters and inquiries pertaining to his compliance with the terms, conditions and restrictions of this Consent Order.

(12) Absence from State - Effect on Probation. Should Dr. Dollar at any time during the probationary term be absent from the state of Louisiana, relocate to and/or take up residency in another state or country, or discontinue practicing as a physician for a period of thirty (30) days or more, he will so advise the Board in writing. In such instance the probationary term shall be deemed interrupted and extended for no less than the period of time during which he was not engaged in practice or was absent from the state of Louisiana.

(13) Certification of Compliance with Probationary Terms/Personal Appearance Before the Board. At least sixty (60) days prior to the conclusion of the probationary term, Dr. Dollar shall provide the Board with an affidavit certifying that he has complied with each of the terms of probation imposed upon him by this Order and he shall contact the Board and arrange for a personal appearance before the Board or its designee at its meeting preceding the expiration of the probationary term. The probationary term and all of its terms, conditions and restrictions shall be, and shall be deemed to be, extended and continued in full force and effect pending Dr. Dollar's compliance with the requirements of this provision.

IT IS FURTHER ORDERED that this Interim Consent Order shall be, and shall be deemed to be, a public record.

New Orleans, Louisiana, this 26th day of May, 2020.

LOUISIANA STATE BOARD
OF MEDICAL EXAMINERS

By: 

Roderick V. Clark, MD, MBA
President

*Acknowledgement and Consent
on Following Page*

**ACKNOWLEDGMENT
AND CONSENT**

STATE OF LOUISIANA
PARISH OF Franklin

I, DANIEL CHRISTOPHER DOLLAR, M.D., hereby acknowledge that I have had the opportunity to seek the advice and guidance of legal counsel with respect to this Consent Order and that all of its terms and conditions have been fully explained to me and/or that I fully understand them. I further acknowledge that I approve, accept and consent to entry of the above and foregoing Order without duress and of my own free will and accord, this 5 day of May, 2020.

[Signature], MD
DANIEL CHRISTOPHER DOLLAR, M.D.

WITNESSES:

[Signature]
Signature

Sherry Collins
Printed Name

P.O Box 478
Address

Gilbert, LA 71336
City, State, Zip Code

[Signature]
Signature

Satani Miller
Printed Name

6967 Hwy 17 #18
Address

Winnsboro, VA 21295
City, State, Zip Code

Sworn to and subscribed before me at Gilbert, Louisiana, this 5 day of May, 2020, in the presence of the two stated witnesses.

[Signature] #39449
Notary Public (Signature)

Terry Sanders
Printed Name & Notary or Bar #