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JUN 26 2020

IDAHO STATE  
BOARD OF MEDICINE

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**BEFORE THE IDAHO STATE BOARD OF MEDICINE**

In the Matter of:	)	Case No. 2020-BOM-9570
	)	<b>STIPULATION AND ORDER</b>
Scott Taggart Roethle MD	)	
License No. MC-0155	)	
	)	
<u>Respondent.</u>		

COMES NOW the Idaho State Board of Medicine (Board), and Scott Taggart Roethle MD (Respondent), and stipulate and agree as follows:

**I**

On December 14, 2018, the Board issued Idaho Medical License No. MC-0155 to Respondent. Said license is subject to the provisions of Idaho Code Title 54, Chapter 18, commonly known as the Idaho Medical Practice Act (IMPA), and to the Board's Administrative Rules.

**II**

On January 13, 2020, the investigator with the Board of Pharmacy notified the Board that Respondent had prescribed controlled substances without having an Idaho Controlled Substance registration number nor an Idaho DEA number. A review of Respondent's prescribing profile revealed that via telehealth he had written prescriptions for testosterone on 1/11/2020 for Patient J.A., who was a 24 year old male; on 1/22/2020 for Patient J.C., who was a 39 year old male; and on 1/13/2020 for Patient J.W., who was a 35 year old male.

**III**

Respondent's conduct constitutes grounds for discipline under the Medical Practice Act and the Board's rules governing the practice of medicine in Idaho as follows:

- a) Idaho Code § 54-1814(7) Providing health care which fails to meet the standard of health care provided by other qualified physicians or physician assistants in the same community or similar communities, taking into account his training, experience and the degree of expertise to which he holds himself out to the public.
- b) Idaho Code § 54-5705(1). PROVIDER-PATIENT RELATIONSHIP. If a provider offering telehealth services in his or her practice does not have an established provider-patient relationship with a person seeking such services, the provider shall take appropriate steps to establish a provider-patient relationship by use of two-way audio and visual interaction; provided however, that the applicable Idaho community standard of care must be satisfied. Nothing in this section shall prohibit electronic communications:
  - (a) Between a provider and a patient with a preexisting provider-patient relationship;
  - (b) Between a provider and another provider concerning a patient with whom the other provider has a provider-patient relationship;
  - (c) Between a provider and a patient where the provider is taking call on behalf of another provider in the same community who has a provider-patient relationship with the patient; or
  - (d) In an emergency.
- (2) As used in this section, "emergency" means a situation in which there is an occurrence that poses an imminent threat of a life-threatening condition or severe bodily harm.
- c) Idaho Code § 54-5707(1). Prescriptions. A provider with an established provider-patient relationship, including a relationship established pursuant to section 54-5705, Idaho Code, may issue prescription drug orders using telehealth services within the

scope of the provider's license and according to any applicable laws, rules and regulations, including the Idaho community standard of care; provided however, that the prescription drug shall not be a controlled substance unless prescribed in compliance with 21 U.S.C. section 802(54)(A).

- d) IDAPA 22.01.01.101.03.e. Violating any state or federal law or regulation relating to controlled substances.
- e) IDAPA 22.01.01.101.04.g. Failure to obey state and local laws and rules governing the practice of medicine.

#### IV

Respondent has read and understands the allegations pending before the Board as stated above and agrees that the Board has jurisdiction to proceed in this matter. While Respondent does not admit any violations of the laws and rules governing his licensure, he acknowledges that the Board has sufficient evidence from which it might find and conclude that such violations occurred. The Board believes it has sufficient evidence to support disciplinary action based upon the allegations in Paragraph II, but rather than pursue a formal hearing, the Board agrees with Respondent to voluntarily enter into this Stipulation and Order for the purpose of responding to the Board's concerns and addressing the alleged problems.

#### V

Respondent knowingly and voluntarily waives any right to a formal hearing, to present evidence, to cross-examine witnesses, to move for reconsideration or appeal, and any other rights accorded to him pursuant to the Idaho Administrative Procedures Act and the IMPA, with respect to this Stipulation.

#### VI

The parties hereby stipulate and agree that:

- 1) The Respondent is being publicly reprimanded for failing to prescribe and provide treatment to Idaho patients within the scope of the Medical Practice Act and the Idaho Telehealth Access Act.

## VII

The terms of this Stipulation and Order will become effective upon the date of the last signature below. This Stipulation and Order shall be considered a public record and shall be reported to the National Practitioner Data Bank and the Interstate Commission.

## VIII

Respondent agrees to execute the Release, attached hereto as Exhibit A, releasing the Board, the Committee on Professional Discipline of the Board, their members, employees, officers, agents, representatives, attorneys, consultants, and witnesses, jointly and severally, from any liability arising from their participation or involvement in the Board's investigation of Respondent and in the prosecution of this disciplinary proceeding.

## IX

Respondent further agrees to execute the Release, attached hereto as Exhibit B, authorizing any person or entity having information relevant to Respondent's compliance with the provisions of this Stipulation and Order to release such information to the Board.

## X

If, in the Board's discretion, Respondent appears to have violated or breached the terms or conditions herein, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations of the Stipulation, and/or for any and all possible violations of Idaho law and Board rule, including those occurring prior to this Stipulation's effective date.


## XI

Any action initiated by the Board based on alleged violations of this Stipulation and Order shall comply with the IMPA, the Rules of Practice and Procedure of the Board, and the Idaho Administrative Procedure Act, Title 67, Chapter 52, Idaho Code. Respondent shall not be entitled to and hereby waives any right or opportunity to appear before the Board, or the Board's Committee on Professional Discipline prior to the initiation of any enforcement proceedings.

DATED

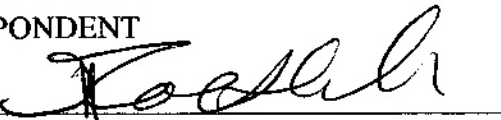
6/25/2020

IDAHO STATE BOARD OF MEDICINE

By:   
DocuSigned by:  
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STEVEN JOE MALEK, M.D.  
Chairman

DATED this 23 day of June, 2020.

RESPONDENT

By:   
Scott Taggart Roethle MD


ORDER

Pursuant to Idaho Code § 54-1806A, the Board hereby accepts the terms and conditions of the foregoing Stipulation and it is hereby ordered that Respondent comply with said terms and conditions. Based upon the foregoing, further formal proceedings will be waived. This Order supersedes and terminates any previously executed Stipulations entered into by Respondent and the Board.

DATED

6/25/2020

IDAHO STATE BOARD OF MEDICINE

By:   
DocuSigned by:  
F21B252914D14B6...  
STEVEN JOE MALEK, M.D.  
Chairman

## RELEASE AGREEMENT

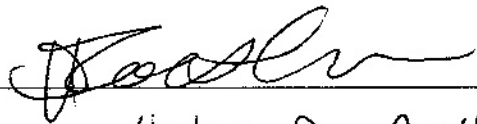
In consideration of the resolution of the pending disciplinary action by the Idaho State Board of Medicine, which is hereby acknowledged, I, the undersigned, Scott Boethull, being of lawful age, do hereby release, acquit and forever discharge the Idaho State Board of Medicine, the Committee on Professional Discipline of the Idaho State Board of Medicine, and their members, employees, agents, officers, representatives, attorneys, consultants and witnesses, jointly and severally, from any and all known and unknown, foreseen and unforeseen, claims, actions, causes of action, demands, rights, injuries, damages, costs, loss of service, expense and compensation whatsoever which the undersigned now has or which may hereafter accrue on account of or in any way growing out of or resulting or which may result from the Board's investigation and disciplinary proceedings regarding my license.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the settlement made is not to be construed as an admission of liability on the part of the parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned hereby declares and represents that in making this release it is understood and agreed that the undersigned relies wholly upon undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of any damages and liability therefor and is made without reliance upon any statement or representation of the parties released or their representatives or by anyone employed by them.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this release and the Stipulation and Order contain the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

  
6/23/20 Scott Boethull  
Printed name

**EXHIBIT A**

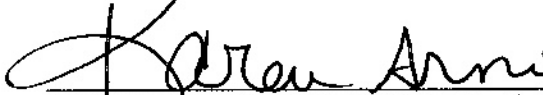
STATE OF IDAHO )

:SS

County of Pettis )

On this 23 day of June, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Roethli, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
NOTARY PUBLIC FOR ~~IDAHO~~ MO  
Residing at: Sedalia MO  
My Commission Expires: 1-8-2023



KAREN ARMI  
My Commission Expires  
January 8, 2023  
Pettis County  
Commission #06928428

**EXHIBIT A**


## AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize and direct any hospital, physician or other person who has any information regarding my compliance with the Stipulation and Order of the Idaho State Board of Medicine, at any time to release any and all medical records, reports and/or information to the Idaho State Board of Medicine, to Shasta Kilminster-Hadley, attorney for the Idaho State Board of Medicine, or to such other representative of the Idaho State Board of Medicine as may be designated, for examination and for copying thereof, upon request for such records, reports or information.

I further authorize any hospital, physician or other person who has such information to consult with or discuss such information with any of the above entities or persons.

I further consent that a photocopy of this Authorization may be used in lieu of the original hereof.

DATED This 23 day of June, 2020.

  
Scott Roethlis  
 Printed name

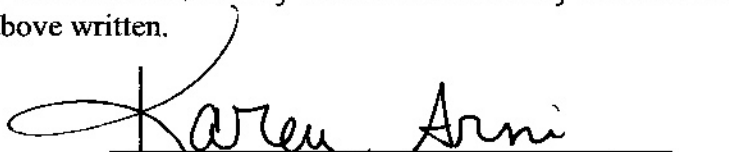
STATE OF IDAHO )

:SS

County of Pettis )

On this 23<sup>rd</sup> day of June, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Roethlis, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
 NOTARY PUBLIC FOR ~~IDAHO~~ MO  
 Residing at: Sedalia, MO  
 My Commission Expires: 1-8-2023



KAREN ARNI  
 My Commission Expires  
 January 8, 2023  
 Pettis County  
 Commission #06928428

**EXHIBIT B**



## CERTIFICATE OF SERVICE

I hereby certify that on June 26<sup>th</sup>, 2020, I forwarded a true and correct copy of the foregoing to the following via the method indicated:

SCOTT TAGGART ROETHLE, MD  
14000 CANTERBURY ST  
LEAWOOD, KS 66224

- ☐ U.S. Mail
- ☐ Hand Delivery
- ☐ Certified Mail, Return Receipt Requested
- ☒ Electronic Mail: drscott@mydrscott.com
- ☐ Facsimile:



Felicia Kruck  
Investigations Specialist