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

FEB 14 2000

**KANSAS STATE BOARD OF
HEALING ARTS**

In the Matter of)
Michael K. Blank, M.D.)
Kansas License No. 4-14181)
_____)

Case No. 00-HA-24

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COME NOW, the Kansas State Board of Healing Arts ("Board"), by and through Stacy L. Cook, Litigation Counsel ("Petitioner"), and Michael K. Blank, M.D. ("Licensee"), and stipulate and agree to the following:

1. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of the healing arts, specifically the practice of medicine and surgery. K.S.A. 65-2801 *et seq.*; K.S.A. 65-2869.

2. Licensee admits that this Stipulation and Agreement and Enforcement Order ("Stipulation") and the filing of such document are in accordance with applicable law and that the Board has jurisdiction to consider the Stipulation.

3. Licensee agrees that the Kansas Healing Arts Act is constitutional on its face and as applied in this case.

4. Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.

5. Licensee is or has been entitled to engage in the practice of medicine and surgery in the State of Kansas, having been issued license number 4-14181 on July 1, 1969. At all times relevant to the allegations set forth below, Licensee has held a current, inactive license, having last renewed his license on July 19, 1999.

6. Pursuant to K.S.A. 65-2836, the Board has grounds to revoke, suspend or otherwise limit license for the following conduct: On May 20, 1998, Licensee entered into a Settlement Agreement with the Missouri State Board of Registration for the Healing Arts. In the Settlement Agreement, Licensee admitted that he failed to maintain a bi-annual inventory of controlled substances, failed to maintain dispensing records, failed to maintain adequate patient charts, and over-prescribed substances to four patients. Licensee specifically agreed that the Settlement Agreement would constitute a disciplinary order.

Licensee completed the renewal application to practice medicine and surgery in the State of Kansas for July 1, 1999 to June 30, 2000. The renewal form was signed by Licensee on July 13, 1999. Question 13(b) on the renewal application specifically states *"Has any disciplinary action been taken or initiated against you by a state licensing agency or other state or federal agency, peer review organization or professional association, or have you surrendered or consented to limitation of license to practice in any state?"* Licensee answered *"No"* to Question 13(b) on the renewal application.

7. Pursuant to K.S.A. 65-2836(a), the Board may revoke, suspend or otherwise limit Licensee's license. According to K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation without the necessity of proceeding to a formal hearing.

8. 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.

9. 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. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Stipulation on behalf of the Board.

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

(a) In lieu of the conclusion of formal proceedings and/or the making of findings by the Board, the parties agree as follows:

- (i) Licensee violated the Healing Arts Act, in that Licensee denied on his application for renewal (1999-2000) that any disciplinary action had been taken by a state licensing agency;
- (ii) Licensee requests that his license be cancelled;
- (iii) Under the circumstances involved, the Board does not find that any disciplinary action is necessary; and
- (iv) If Licensee ever applies for reinstatement of his license, the Board may consider the findings made herein in determining whether to grant such reinstatement. Equitable defenses such as laches, equitable estoppel, res judicata, etc. will not apply to preclude the Board from considering such findings.

(b) Nothing in this Stipulation 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 known or unknown and are not covered under this Stipulation, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act.

(c) Licensee hereby releases the Board and its individual members (in their official and personal capacities), its employees and agents (hereinafter individually or jointly referred to as "Releasees"), from any and all claims and causes of action, including but not limited to, those damages, actions, liabilities and causes of action, 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 forever discharge Releasees from 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 (either directly or indirectly), cause or permit to be prosecuted, any action or proceeding of any description against Releasees.

(d) Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record.

(e) This Stipulation, 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.

(f) 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.

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

(h) Licensee acknowledges that he has read this Stipulation and fully understands the contents.

(i) Licensee acknowledges that this Stipulation has been entered into freely and voluntarily.

(j) All correspondence or communication between Licensee and the Board relating to this Stipulation shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Stacy L. Cook, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

(k) Licensee 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.

(l) Upon execution of this Stipulation by affixing a Board authorized signature

below, the provisions of this Stipulation shall become an 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.

(o) Upon execution of this Stipulation as provided above, the Petition to Revoke, Suspend or Otherwise Limit License shall be dismissed.

IN WITNESS WHEREOF, the parties have executed this agreement on this 14th day of February, 2000.

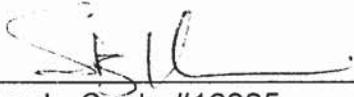
KANSAS STATE BOARD OF HEALING ARTS
Lawrence T. Buening, Jr.
Lawrence T. Buening, Jr.
Executive Director

February 14, 2000
Date

Michael K. Blank, M.D.
Michael K. Blank, M.D.

1-25-2000
Date

Prepared By:



Stacy L. Cook, #16385
Litigation Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3065
(785) 296-7413

CERTIFICATE OF SERVICE

I, Stacy L. Cook, Litigation Counsel, Kansas Board of Healing Arts, hereby certify that I served a true and correct copy of the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** by United States mail, postage prepaid, on this 15th day of February, 2000, to the following:

Michael K. Blank, M.D.
P.O. Box 507
Desoto, MO 63020

and the original was hand-delivered to:

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



Stacy L. Cook