

APR 30 2001

KANSAS STATE BOARD OF
HEALING ARTS

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

In the Matter of)
)
Angel L. Bruno, M.D.)
License No. 04-26355)
_____)

Docket No. 01-HA-26

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COME NOW, the Kansas State Board of Healing Arts ("Board") by and through Kelli J. Benintendi, Associate Counsel ("Petitioner"), and Angel L. Bruno, M.D. ("Licensee"), appearing *pro se*, 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 04-26355 on August 17, 1996. At all times relevant to the allegations set forth below, Licensee has held a current license to engage in the

practice of medicine and surgery in the State of Kansas, having last renewed his license on June 30, 2000. Licensee's license has been in inactive status since February 1997.

6. On or about July 27, 2000, Licensee had a license to practice the healing arts subject to disciplinary action in the form of a Voluntary Submittal to Jurisdiction and Order with the Oklahoma State Board of Medical Licensure & Supervision ("Oklahoma Board"), which is the proper licensing authority for that state. In the Order, Licensee was formally reprimanded and he was prohibited from practicing as an anesthesiologist without prior express approval of the Board. Licensee also agreed to monitoring of his practice by the Board to verify compliance with the Order. The Oklahoma Board's disciplinary action against Licensee was based on Licensee's ". . . acts of negligence or inability to perform the required anesthesia procedures with appropriate skill or knowledge." These acts or conduct by Licensee are similar to acts or conduct which would also be grounds for disciplinary action under the Healing Arts Act. K.S.A. 65-2801 *et seq*; K.S.A. 65-2836.

7. On or about June 15, 2000, the Oklahoma Board initiated its disciplinary action against Licensee with the filing of a Complaint and Citation.

8. On or about June 27, 2000, Licensee submitted his Renewal Application for Medicine and Surgery to the Board, wherein Licensee answered "no" to the question, "Since May 1, 1999 has any disciplinary action been taken or initiated against you by a state licensing agency . . .?" Licensee's response misrepresented that there had not been any disciplinary action initiated against his license by any other state licensing agency, when in fact, such action had been initiated by the Oklahoma Board. However, there is no evidence which would indicate Licensee intended to deliberately mislead the Board.

9. The acts and conduct as described above constitute grounds for disciplinary action by the Board. K.S.A. 65-2836(a), K.S.A. 65-2836(j) and K.S.A. 65-2836(s). 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.

10. 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.

11. 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.

12. 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, Licensee, by signature affixed to this Stipulation, hereby voluntarily agrees to the following disciplinary measures and limitations placed on his license to engage in the practice of medicine and surgery in the State of Kansas:

- (i) Licensee is hereby publicly censured for his failure to report in his renewal application the initiation of the Oklahoma Board's disciplinary action against Licensee's Oklahoma medical license;
- (ii) Licensee shall not be allowed to practice as an anesthesiologist in the State of Kansas without prior express approval by the Board. This limitation does not affect Licensee's ability to practice general medicine;
- (iv) If Licensee changes his license status to become actively engaged in the practice of medicine in Kansas, Licensee shall allow the Board or its designee to monitor his practice to verify that the terms of this Order are being followed by Licensee;

(b) This Order constitutes disciplinary action and limitations on Licensee's license to practice medicine and surgery in the State of Kansas.

(c) Licensee's failure to comply with the provisions of the Stipulation will result in the Board taking further disciplinary action as the Board deems appropriate according to the Kansas Administrative Procedure Act.

(d) 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.

(e) Licensee hereby releases the Board, its employees and agents, from any and all claims, 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 the Board 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 Board, its employees or agents, arising out of acts leading to the execution of this Stipulation or the content of this Stipulation.

(f) Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record, and shall be reported to the National Practitioner Databank, Federation of State Medical Boards, and any other reporting entities requiring disclosure of this Stipulation.

(g) 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.

(h) 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.

(i) 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.

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

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

(l) 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: Kelli J. Benintendi, Associate Counsel, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

(m) 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.

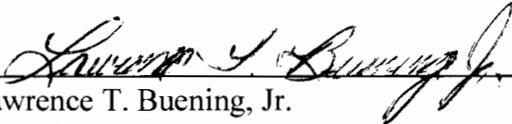
(n) Upon execution of this Stipulation by affixing a Board authorized signature below, the provisions of this Stipulation shall become an Order under K.S.A. 65-2838. This Stipulation

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 by affixing a Board authorized signature below, the Petition to Revoke, Suspend or Otherwise Limit License shall be dismissed without prejudice.

IN WITNESS WHEREOF, the parties have executed this agreement on this 30th day of April, 2001.

KANSAS STATE BOARD OF HEALING ARTS



Lawrence T. Buening, Jr.
Executive Director

April 30, 2001

Date



Angel L. Bruno, M.D.
Licensee

April 25, 2001

Date

Prepared By:

Kelli J. Benintendi

Kelli J. Benintendi, #16032
Associate Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3065
(913) 296-7413

CERTIFICATE OF SERVICE

I, Kelli J. Benintendi, Associate 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 the 30th day of April, 2001, to the following:

Angel L. Bruno, M.D.
P.O. Box 174
Lawton, Oklahoma 73502

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

Kelli J. Benintendi
Kelli J. Benintendi