

FILED

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

SEP 10 1991

**KANSAS STATE BOARD OF
HEALING ARTS**

IN THE MATTER OF)
)
ROBERT M. DICKERSON, M.D.)
Kansas License No. 13259)

Case No. 91-00006

ENFORCEMENT ORDER

NOW, on this 17th day of August, 1991, this matter comes on for consideration before the Kansas State Board of Healing Arts (hereinafter referred to as "Board") and Robert M. Dickerson, M.D., (hereinafter referred to as "Licensee") as a result of a Stipulation and Agreement having been entered into between the Board and the above-named Licensee on August 28, 1991.

After reviewing the files and being otherwise duly advised in the premises, the Board finds as follows:

1. That the Board and Licensee have entered into a Stipulation and Agreement, a true copy of which is attached hereto as "Exhibit A" and incorporated herein as if fully set forth.

2. That the attached Stipulation and Agreement should be approved and all conditions, terms and provisions set forth in the Stipulation and Agreement shall be adopted as Findings of Fact and Conclusions of Law and the order of the Board.

IT IS THEREFORE BY THE BOARD ORDERED AS FOLLOWS:

That the findings hereinabove made be and the same are made the order of the Board.

That Licensee's license to engage in the practice of medicine and surgery in the State of Kansas is hereby placed under the following conditions:

Licensee, by signature attached to the Stipulation and Agreement will not renew his license to engage in the practice of medicine and surgery in the State of Kansas and will not initiate renewal proceedings to maintain his license in any form or status.

Licensee acknowledges that should he return or desire to return to the State of Kansas to engage in the practice of medicine and surgery, the Board shall be vested with and shall retain all rights to conduct investigations regarding the merits of the incident brought to the attention of the Board. Licensee waives any affirmative defense to laches and estoppel relative to this incident or any incidents known or unknown to the Board at this time.

Licensee acknowledges that if a full adjudicative hearing was held with regard to this matter, the Board counsel would present evidence and witnesses in support of the alleged violation of the Kansas Healing Arts Act relative to Licensee's professional practice.

Licensee does not admit as true the allegations of professional incompetency. However, Licensee will not subsequently contest nor defend against the allegations.

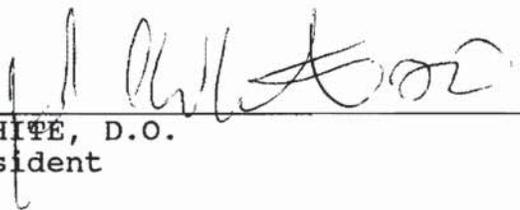
Licensee voluntarily and knowingly waives his rights to present a defense by oral testimony and documentary evidence, to

conduct such cross-examination of witnesses as may be desired and to waive any and all substantive and procedural motions and defenses that could be raised if an administrative hearing would be held.

Licensee shall abide by the terms as set forth in the Stipulation and Agreement.

IT IS SO ORDERED.

KANSAS STATE BOARD OF HEALING ARTS

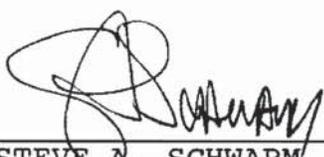


JOHN P. WHITE, D.O.
Board President



Date

Prepared by:



STEVE A. SCHWARM
Litigation Counsel
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Topeka, Kansas 66603
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ENFORCEMENT ORDER
Robert M. Dickerson, M.D.

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AUG 29 1991

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

**KANSAS STATE BOARD OF
HEALING ARTS**

In the Matter of)
)
ROBERT M. DICKERSON, M.D.)
Kansas License No. 13259)

Case No. 91-DC-0006

STIPULATION AND AGREEMENT

COMES NOW, the Kansas State Board of Healing Arts (Board) by and through Steve A. Schwarm, Board Litigation Counsel and Robert M. Dickerson, M.D. (Licensee) by and through Lee Turner, Turner and Boisseau, and stipulate and agree as follows:

1. The Board is the sole and exclusive regulatory agency in the State of Kansas regarding the practice of the healing arts, specifically the practice of medicine and surgery.

2. Licensee holds license number 13259 and is currently licensed to engage in the practice of medicine and surgery in the State of Kansas.

3. In October, 1990, information was provided to the Board which indicated Licensee had allegedly failed to adhere to the applicable standard of care regarding the care and treatment of a patient under the sole and direct medical care of Licensee. An independent investigation and the underlying merits of the allegation was conducted by the Board investigative and legal

staff. On January 28, 1991, the contents of the investigative file, along with the response of the Licensee was presented to the Medicine and Surgery Review Committee of the Board. Upon review of this information, the Review Committee advised that the standard of care was not met. The Review Committee was of the position that Licensee had committed an act of negligence. The recommendation of the Review Committee was taken to the entire Board on February 9, 1991. The Review Committee, in making their recommendation, had determined that this incident for failure to respond to a health care facility in a timely fashion, based on the admission of a patient under Licensee's direct care, was a single incident of gross negligence. A review of the credentialing file also revealed a pattern of slow responses to hospital calls. The full Board, on February 9, 1991, accepted the recommendation of the Review Committee to enter into a Stipulation and Agreement with Licensee.

4. Under the provisions of K.S.A. 1990 Supp. 65-2836(b) as further defined in K.S.A. 1990 Supp. 65-2837(a)(1), the Board has jurisdiction pursuant to K.S.A. 1990 Supp. 65-2838(a) to impose appropriate discipline if Licensee has committed an act of unprofessional conduct which is one or more instances involving failure to adhere to the applicable standard of care to a degree which constitutes gross negligence as determined by the Board. Under the provisions of K.S.A. 1990 Supp. 65-2838(b), the Board has the authority to enter into this Stipulation and Agreement.

5. It is the intent and purpose of this Stipulation and Agreement to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. The terms and conditions of this Stipulation and Agreement are entered into between the undersigned parties, and submitted for the purpose of allowing these terms and conditions to become an order of the Board.

This Stipulation and Agreement shall NOT become binding on the Kansas Board of Healing Arts until an authorized signature is affixed on the last page of this document. Upon signature by Licensee to this document it shall be deemed a unilateral contract and agreement and shall bind Licensee to all terms and conditions set forth in the Stipulation and Agreement whether or not the Board signature is affixed to the document. Licensee acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

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

a) The Board is a duly authorized administrative agency of the State of Kansas with the appropriate statutory authority to regulate the practice of the healing arts in the State of Kansas.

b) Licensee admits that this Stipulation and Agreement and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider the Stipulation

and Agreement and is lawfully constituted to consider this matter to include consideration of this Stipulation and Agreement.

Licensee further notes that the Kansas Healing Arts Act as set forth in the Statute and as recited in the Stipulation and Agreement is constitutional on its face and as applied in this case.

Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction conferred to it by any provisions of law.

Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance of this Stipulation and Agreement as it relates to the Kansas Healing Arts Act.

c) In lieu of the investigative material being presented to the Board in compliance with the Kansas Administrative Procedure Act and the Kansas Healing Arts Act as evidence in a formal adjudicative hearing, Licensee, by signature attached to this Stipulation and Agreement hereby will not renew his license to engage in the practice of medicine and surgery in the State of Kansas as an appropriate resolution and sanction associated with the alleged violations of the Healing Arts Act. Licensee's agreement not to renew his license to engage in the practice of medicine and surgery in the State of Kansas is evidenced by his signature affixed to this document.

i. Licensee will not renew his license to engage in the practice of medicine and surgery in the State of Kansas and will not initiate renewal proceedings to maintain his license in any form or status.

ii. Licensee acknowledges that should Licensee return or desire to return to the State of Kansas to engage in the practice of medicine and surgery, that the Kansas State Board of Healing Arts shall be vested with and shall retain all rights to conduct investigations regarding the merits of the incident brought to the attention of the Board and all incidents known or unknown to the Board impacting upon the Kansas Healing Arts Act as may in place at the time of Licensee's application. Licensee further waives any affirmative defense to laches and estoppel relative to this incident or any incidents known or unknown to the Board at this time.

d) Licensee acknowledges that if a full adjudicative hearing was held with regard to this matter, the Board counsel would present evidence and witnesses in support of the alleged violation of the Kansas Healing Arts Act as set forth in K.S.A. 1990 Supp. 65-2837(a)(1) related to Licensee's professional practice.

e) Licensee does not admit as true the allegations of professional incompetency. However, Licensee will not subsequently contest nor defend against the allegations. It is the intent and purpose of this Stipulation and Agreement to provide for settlement

of all such issues without the necessity of proceeding to a formal disciplinary hearing.

f) Licensee further understands and agrees that by entering into this Stipulation and Agreement, he is waiving his right to a hearing. Licensee voluntarily and knowingly waives his rights to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, to conduct such cross-examination of witnesses as may be desired and to waive any and all substantive and procedural motions and defenses that could be raised if an administrative hearing would be held.

7. If Licensee fails to comply with the provisions of the Stipulation and Agreement and Enforcement Order, such action may result in the Board or Board designee holding an informal investigative inquiry which Licensee now consents to at a location designated by the Board for Licensee to show cause why Licensee should not be held in violation of a breach of this Stipulation and Agreement and Enforcement Order and why a hearing on the merits of non-compliance should not be held regarding a violation of one or more of the provisions of K.S.A. 1990 Supp. 65-2836 or amendments thereto to include K.S.A. 65-2836(m). Upon determination that Licensee breached or violated this Stipulation and Agreement and Enforcement Order or any conditions attached thereto or that Licensee has elected not to comply with this Stipulation and Agreement or contract provisions, the Board will immediately take disciplinary action as the Board deems appropriate in compliance

with the Kansas Administrative Procedure Act to include the underlying merits of the present action.

8. Nothing in this agreement shall be construed to deny the Board jurisdiction to investigate the alleged violations of the Healing Arts Act or to investigate complaints received under the Kansas Risk Management Law, K.S.A. 65-4921 et seq. that are unknown or that are not covered under the conditions of this Stipulation and Agreement or past or subsequent acts which are unknown to the Board.

9. This Stipulation and Agreement 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.

10. Licensee acknowledges that this Stipulation and Agreement is entered into freely and is voluntarily given.

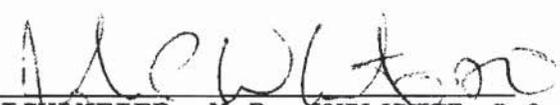
11. Licensee hereby releases the Kansas State Board of Healing Arts, its employers and agents from all claims to mean those damages, actions, liabilities and causes or actions, both administrative and civil. This release shall forever discharge the Board of any and all claims or demands of every kind 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 employers or agents, arising out

of acts leading to the execution of this Stipulation and Agreement or the content of this Stipulation and Agreement.

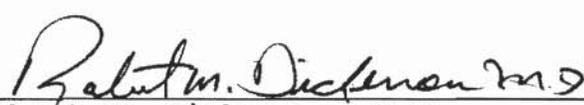
12. Licensee acknowledges he has read or has had read to him all the numbered paragraphs above, 1 through 11 and that Licensee fully understands the contents and has received a copy of this Stipulation and Agreement.

IN WITNESS WHEREOF, the parties have executed this Stipulation and Agreement on this 28th day of August, 1991.

KANSAS STATE BOARD OF HEALING ARTS

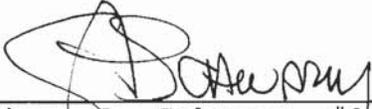

~~FRANKLIN BICHLMEIER, M.D.~~ JOHN WHITE, D.O.
Board President

August 28 1991
Date

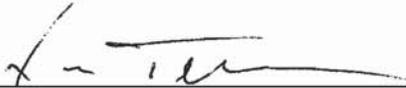

Robert M. Dickerson, M.D.
Licensee

7/11/91
Date

Prepared and Approved by:



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