

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

**KANSAS STATE BOARD OF  
HEALING ARTS**

**In the Matter of** )  
 )  
**MARCIA A. DREWRY, D.O.** )  
**Kansas License No. 05-25400** )  
\_\_\_\_\_ )

**Case No. 01-HA-4**

**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**

COMES NOW, the Kansas State Board of Healing Arts ("Board") by and through Stacy L. Cook, Litigation Counsel, ("Petitioner"), and Marcia A. Drewry, D.O. ("Licensee"), by and through her legal counsel, David W. Steed of Klenda, Mitchell, Austerman & Zuercher, L.L.C., 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 osteopathic 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 osteopathic medicine and surgery in the State of Kansas, having been issued license number 5-25400 on October 15, 1994. At all times relevant to the allegations set forth below, Licensee

has held a current license to engage in the practice of osteopathic medicine and surgery in the State of Kansas, having last renewed her active license on September 6, 2000 and her inactive license on September 30, 2001.

6. On July 27, 2000, Petitioner filed a Petition to Revoke, Suspend or Otherwise Limit Licensee ("Petition") alleging that Licensee's treatment of thirty-one (31) patients deviated from the applicable standard of care. Petitioner also filed a motion for an order temporarily suspending Licensee's license and for emergency proceedings. On August 3, 2000, the parties agreed that in lieu of conducting emergency proceedings, Licensee's license would convert to "Inactive" status until proceedings have been completed to resolve the Petition. **(Confidential)**  
**(Confidential)**

7. Pursuant to K.S.A. 65-2836(b), as further defined by K.S.A. 65-2837(a)(2) and K.S.A. 65-2837(a)(3), the Board may revoke, suspend, 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 her right to a hearing. Licensee voluntarily and knowingly waives her 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, Licensee, by signature affixed to this Stipulation, hereby voluntarily agrees to the following voluntary disciplinary measures;

(i.) Licensee voluntarily surrenders her license while under investigation.

(ii.) Licensee will be allowed to apply for a postgraduate permit. If the Board determines Licensee meets the requirements set forth in K.S.A. 65-2811 and all other applicable requirements and law, the Board will grant Licensee a post-graduate permit;

(iii.) If Licensee successfully completes three years of osteopathic postgraduate (residency) training at a program approved by the Accreditation Council for Graduate Medical Education (ACGME), or approved by the American Osteopathic Association, Licensee may apply for reinstatement of a permanent license. One year of the postgraduate training shall include an internship or PGY1 residency. Licensee must also

prove that she is competent to practice at the time of her application and such application will be governed by all applicable statutes, laws, rules and regulations regarding qualifications for licensure and license reinstatement.

(iv.) If Licensee successfully completes the three year postgraduate training requirements as set forth herein, proves to the Board that she is competent to practice osteopathic medicine, and if there are no grounds to deny such application, the Board will grant Licensee a permanent license to practice osteopathic medicine. However, this does not prevent the Board from imposing reasonable limitations on such permanent license if the Board determines that such limitations are necessary.

(b) This Order constitutes voluntary disciplinary action.

(c) Licensee's failure to comply with the provisions of the Stipulation will result in the Board taking 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 individual members (in their official and personal capacities), attorneys, employees and agents (hereinafter collectively referred to as "Releasees"), from any and all claims including but not limited to, those alleged damages, actions, liabilities, both administrative and civil, including the

Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et seq.* arising out of the investigation and acts leading to the execution of this Stipulation. This release shall forever discharge the Releasees 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 Releasees.

(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 Data Bank 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 she 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: Stacy L. Cook, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

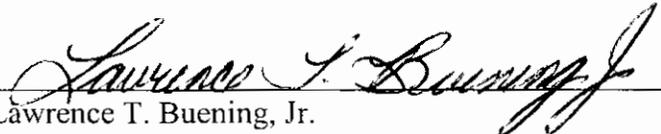
(m) Licensee shall obey all federal, state and local laws and rules governing the practice of osteopathic medicine and surgery in the State of Kansas that may be in place at the time of execution of the Stipulation or may become effective subsequent to the execution of this document.

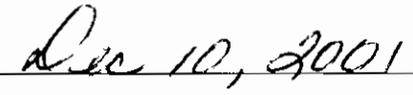
(n) Upon execution of this Stipulation by affixing a Board authorized signature below, the provisions of this Stipulation shall become an Order under K.S.A. 65-2838. This Stipulation shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further Order is required.

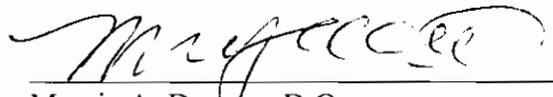
(o) The Board may consider all aspects of this Stipulation in any future matter regarding Licensee.

IN WITNESS WHEREOF, the parties have executed this agreement on this 10<sup>th</sup> day of December, 2001.

KANSAS STATE BOARD OF HEALING ARTS

  
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Lawrence T. Buening, Jr.  
Executive Director

  
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Date

  
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Marcia A. Drewry, D.O.

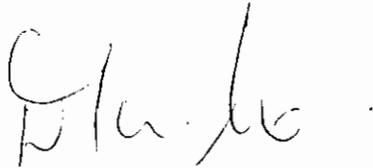
  
\_\_\_\_\_  
Date

Prepared By:



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



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David W. Steed, #13009  
Klenda, Mitchell, Austerman & Zuercher, L.L.C.  
1600 Epic Center, 301 N. Main  
Wichita, KS 67202-4888  
(Attorney for Licensee)

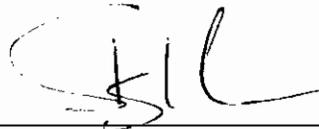
**CERTIFICATE OF SERVICE**

I 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 1<sup>st</sup> day of December, 2001, to the following:

David W. Steed  
Klenda, Mitchell, Austerman & Zuercher, L.L.C.  
1600 Epic Center, 301 N. Main  
Wichita, Kansas 67202-4888

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

  
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Stacy L. Cook