

**BEFORE THE KANSAS STATE BOARD OF HEALING ARTS**  
In the Matter of  
**ANTHONY FRANCIS, M.D.**  
Kansas License Number 17828

**ENFORCEMENT ORDER**

NOW, on this 8th day of May, 1989, this matter comes before the Board as a result of a Stipulation having been entered into between the Board and the above-named Licensee.

The Kansas State Board of Healing Arts is represented by its Disciplinary Counsel, Joseph M. Furjanic. There are no other appearances.

After examining the files, hearing the statements of counsel and being otherwise duly advised in the premises, the Board finds as follows:

1. That, Licensee will utilize a letterhead displaying only that Licensee's practice is limited to orthopedic surgery and will not show any other degrees, board certifications or other awards or honorariums other than the fact that he is an M.D.

2. That, Licensee will not testify in any malpractice cases or staff privilege cases either inside or outside of the State of Kansas.

3. That, Licensee will limit his practice to that of orthopedic surgery only, and will treat only such outpatients and patients within the hospital as normally come under his care.

4. That, Licensee will not engage in giving medical/legal testimony, either inside or outside of the State of Kansas. Licensee will not appear or otherwise act as a medical or legal expert in any judicial or administrative hearing or process unless Licensee has been ordered to appear. Licensee may however, without means of a court order or agency order, present evidence which pertains to patients to whom Licensee has personally rendered medical treatment, but such evidence may only be given in judicial or administrative hearings which is directly related to that particular patient's treatment as provided by Licensee. Nothing in this paragraph shall prohibit Licensee from giving testimony, providing reports to counsel or otherwise assisting counsel for patients to whom he has rendered or is rendering medical treatment.

EXHIBIT B

Licensee shall be permitted to provide assistance in such cases just as any other physician would under similar circumstances.

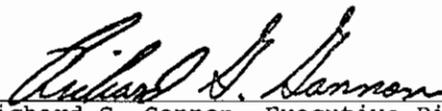
5. That, as long as Licensee remains in strict compliance with the terms and conditions of this Stipulation, no formal adjudicative proceedings shall be initiated against Licensee based upon the aforementioned findings. Should Licensee willfully and intentionally violate any of the terms and conditions of this agreement without just cause or excuse, the Board may, at its option, initiate all appropriate adjudicatory proceedings to suspend, revoke or limit the license of the Licensee which the Board feels may be justified at that time and may proceed against Licensee in that regard as made and provided by law as if this Stipulation had never occurred.

6. That, it is further agreed and understood that the provisions of this Stipulation are to be strictly construed and adhered to. This Stipulation may be modified or amended only by written instrument signed by the parties hereto.

7. That, this Stipulation shall remain in full force and effect until modified, amended, or rescinded by the parties hereto. Licensee may request an appearance before the Board to discuss modification, amendment, or rescission of this Stipulation and the Board will give such request due consideration.

**NOW, THEREFORE,** it is ordered by the Board that the findings hereinabove made be and the same are hereby made the order of the Board, the Stipulation attached hereto is hereby approved and Licensee is ordered and directed to comply with all provisions thereof.

KANSAS STATE BOARD OF HEALING ARTS

  
Richard G. Gannon, Executive Director

Prepared and approved by:  
Joseph M. Furjanic, Disciplinary Counsel  
Kansas State Board of Healing Arts  
900 S.W. Jackson, Suite 553  
Topeka, Kansas 66612  
(913) 296-7413

STIPULATION

THIS AGREEMENT made and entered into this 8<sup>th</sup> day of May, 1989, by and between the KANSAS STATE BOARD OF HEALING ARTS; (hereinafter referred to as "Board") and ANTHONY FRANCIS, M.D., (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Licensee is currently licensed to practice medicine and surgery in the State of Kansas and holds license number 17828; and

WHEREAS, evidence, including but not exclusive of Licensee's letterhead, was received by the Board indicating Licensee was presenting himself as a legal/medical expert; and

WHEREAS, Licensee has on numerous instances appeared in courts of law and other forums for the purpose of presenting or giving medical/legal expert opinions; and

WHEREAS, on December 9-10, 1988, at a regularly scheduled meeting of the Board, the Board gave its approval to continue its investigation of Licensee. In addition, the Board authorized a petition to be issued to Revoke, Suspend or Limit Licensee's License for past conduct based on false advertisement pursuant to K.S.A. 1988 Supp. 65-2801 et seq; and

WHEREAS, after a thorough investigation by the Disciplinary Counsel, such counsel believes that there may be a basis to

EXHIBIT A

conduct a formal adjudicative hearing to revoke, suspend, or limit Licensee's license to practice medicine and surgery in the State of Kansas or take other disciplinary action against Licensee; and

WHEREAS, in lieu of prosecution of charges at a formal adjudicative hearing, the parties mutually desire to enter into a Stipulation; and

WHEREAS, in entering into said stipulation, it is the parties' intent to avoid the time, expense and uncertainty associated with an adjudicative hearing and to otherwise settle doubtful and disputed claims. Likewise, nothing herein shall be deemed to be an admission by Licensee of any liability, violation of law, rules or regulations nor that the Licensee is at fault in any way or is guilty of any of the claims made by the Board or its staff the same being specifically denied by Licensee.

NOW, THEREFORE, in consideration of the forbearance of a formal adjudicative hearing and other covenants and promises contained herein the parties hereto agree as follows:

1. That, Licensee will utilize a letterhead displaying only that Licensee's practice is limited to orthopedic surgery and will not show any other degrees, board certifications or other awards or honorariums other than the fact that he is an M.D.

2. That, Licensee will not testify in any malpractice cases or staff privilege cases either inside or outside of the State of Kansas.

3. That, Licensee will limit his practice to that of orthopedic surgery only, and will treat only such outpatients and patients within the hospital as normally come under his care.

4. That, Licensee will not engage in giving medical/legal testimony, either inside or outside of the State of Kansas. Licensee will not appear or otherwise act as a medical or legal expert in any judicial or administrative hearing or process unless Licensee has been ordered to appear. Licensee may however, without means of a court order or agency order, present evidence which pertains to patients to whom Licensee has personally rendered medical treatment, but such evidence may only be given in judicial or administrative hearings which is directly related to that particular patient's treatment as provided by Licensee. Nothing in this paragraph shall prohibit Licensee from giving testimony, providing reports to counsel or otherwise assisting counsel for patients to whom he has rendered or is rendering medical treatment. Licensee shall be permitted to provide assistance in such cases just as any other physician would under similar circumstances.

5. That, as long as Licensee remains in strict compliance with the terms and conditions of this Stipulation, no formal adjudicative proceedings shall be initiated against Licensee based upon the aforementioned findings. Should Licensee willfully and intentionally violate any of the terms and conditions of this agreement without just cause or excuse, the

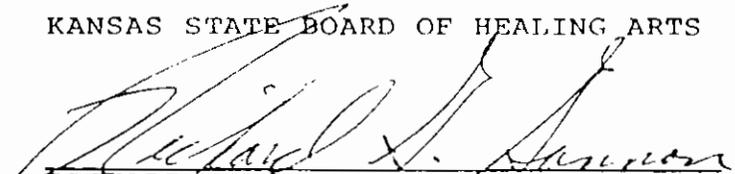
Board may, at its option, initiate all appropriate adjudicatory proceedings to suspend, revoke or limit the license of the Licensee which the Board feels may be justified at that time and may proceed against Licensee in that regard as made and provided by law as if this Stipulation had never occurred.

6. That, it is further agreed and understood that the provisions of this Stipulation are to be strictly construed and adhered to. This Stipulation may be modified or amended only by written instrument signed by the parties hereto.

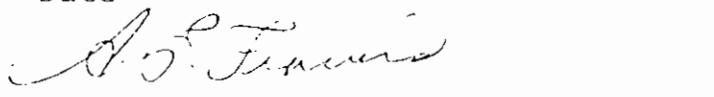
7. That, this Stipulation shall remain in full force and effect until modified, amended, or rescinded by the parties hereto. Licensee may request an appearance before the Board to discuss modification, amendment, or rescission of this Stipulation and the Board will give such request due consideration.

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation on the date indicated below their signature, it being strictly understood that the effective date of this Stipulation will be the date it has been signed by both parties hereto.

KANSAS STATE BOARD OF HEALING ARTS

  
RICHARD G. GANNON,  
Executive Director

5-8-89  
Date

  
ANTHONY FRANCIS, M.D.

5-3-89  
Date