

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

**FILED**

**APR 07 1997**

**KANSAS STATE BOARD OF  
HEALING ARTS**

IN THE MATTER OF )  
 )  
MICHAEL D. GRANT, M.D. )  
Kansas License No. 04-19561 )  
\_\_\_\_\_ )

Case # 97-00171

STIPULATION AND AGREEMENT  
AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts ("Board") by and through Kevin K. LaChance, Disciplinary Counsel ("Petitioner"), and Michael D. Grant, M.D. ("Licensee"), and stipulate and agree as follows:

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. Licensee admits that this Stipulation and Agreement and Enforcement Order ("Stipulation") and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider the Stipulation and is lawfully constituted to consider this matter to include consideration of this Stipulation. Licensee further notes that the Kansas Healing Arts Act 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 referred to it by any provision of law.

2. 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 04-19561 on June 19, 1982. 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 July 3, 1996.

3. The Board has received information, has investigated such information, and has reasonable cause to believe that Licensee has committed certain acts in violation of the Healing Arts Act. K.S.A. 65-2801 et seq; K.S.A. 65-2836. Specifically, it is alleged that Licensee violated K.S.A. 65-2836(i), in that evidence presented to the Board strongly indicates a potential violation of the statute. Evidence would further indicate that Licensee has violated the Kansas pharmacy statutes and regulations. Licensee admits there is sufficient evidence for the Board to take disciplinary action against him.

4. Such acts or conduct as set forth above could constitute grounds for disciplinary action by the Board pursuant to the cited provisions of the Healing Arts Act. Under the provisions of K.S.A. 65-2838(a), the Board has jurisdiction to impose appropriate discipline if a licensee to the Board has engaged in any commissions or omissions to bring licensee within the purview of K.S.A. 65-2836. Under the provisions of K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation.

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 a temporary 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. Upon signature by Licensee to this document, it shall be deemed a unilateral contract and agreement and shall immediately bind Licensee to the terms and conditions set forth in the Stipulation, whether or not the Board's signature is affixed to the document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign for nor bind the Board. Licensee further acknowledges that this Stipulation is intended as a temporary measure to protect the public health, safety and welfare pending further investigation of the allegations and evidence.

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

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

i) Licensee agrees his license to practice medicine and surgery in the State of Kansas is suspended effective 12:01 A.M, Sunday, March 2, 1997.

ii) **(Confidential)**

**(Confidential)**

iii) Licensee agrees this Stipulation does not terminate the right of the Board to further investigate the underlying facts which led to the entry of this Stipulation, and to take other appropriate disciplinary action as the Board, in its sole discretion, may deem appropriate.

iv) Licensee agrees that, upon signing this Stipulation, he will take immediate steps to cancel any patient appointments outstanding, arrange for the transfer of inpatients' care to other practitioners, and make arrangements for coverage of his outpatients while his license is suspended, starting 12:01 A.M, Sunday, March 2, 1997.

Licensee's agreement to the above terms pertaining to his license are evidenced by his signature affixed to this document.

b) Licensee's failure to comply with the provisions of the Stipulation will result in the Board taking disciplinary action as the Board

deems appropriate in compliance with the Kansas Administrative Procedure Act and/or the terms of this Stipulation.

c) Nothing in this agreement 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, known or unknown, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act, including the information which provides the basis for this Stipulation.

d) This Stipulation constitutes the entire agreement between the parties and may only be modified and/or amended by a subsequent document executed in the same manner by the parties.

e) Licensee acknowledges that he has read this Stipulation and fully understands its contents. Licensee acknowledges that this Stipulation has been entered in freely and voluntarily given.

f) Licensee releases the Board, its employees and agents, from all claims to mean those damages, actions, liabilities and causes of actions, 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 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 and Agreement or the contents of this Stipulation and Agreement.

g) Licensee acknowledges that this document shall be deemed a public disciplinary record upon Licensee's signing this document. Licensee further acknowledges this action is reportable to the National Practitioner

Data Bank and the Federation of State Medical Boards and other reporting agencies.

h) Licensee authorizes Petitioner to present this Stipulation to the Board for its consideration and to fully disclose to and discuss with the Board the nature and results of the investigation, even if Licensee is not present.

6. All correspondence or communication between Licensee and the Board shall be by certified mail addressed to: Kansas State Board of Healing Arts, ATTENTION: Disciplinary Counsel, 235 S. Topeka Boulevard, Topeka, Kansas 66603-3068.

7. 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 and Agreement or may become effective subsequent to the execution of this document.

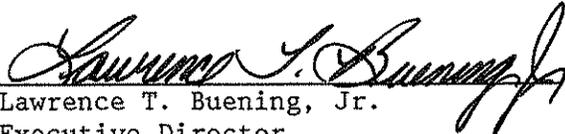
8. Licensee has an affirmative duty to notify the Board of changes in his personal professional status which would inhibit compliance with the above conditions in this Stipulation.

9. Upon execution of this Stipulation by the affixing of a Board authorized signature below, the provisions of this Stipulation shall become an Order of the Board and shall be deemed a proper and lawful Enforcement 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.

IN WITNESS WHEREOF, the parties have executed this agreement on the

7<sup>th</sup> day of April, 1997.

KANSAS STATE BOARD OF HEALING ARTS

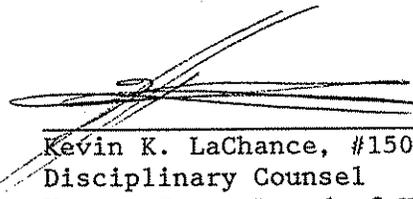
  
Lawrence T. Buening, Jr.  
Executive Director

4/7/97  
Date

  
Michael D. Grant, M.D.  
Licensee

2/28/97  
Date

Prepared and Approved As To Form By:

  
Kevin K. LaChance, #15058  
Disciplinary Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603-3068  
(913) 296-2075

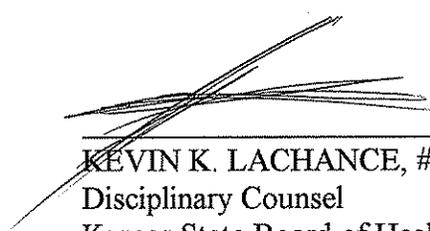
CERTIFICATE OF SERVICE

I, Kevin K. LaChance, do hereby certify that on the 7<sup>th</sup> day of April, 1997, a true and correct copy of the above and foregoing STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER was deposited in the United States mail, first class, postage prepaid to the following:

Michael D. Grant, M.D.  
1001 South Ohio  
Salina, KS 67401

and a copy was hand-delivered to:

Lawrence T. Buening, Jr.  
Executive Director  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, KS 66603  
(913) 296-7413

  
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KEVIN K. LACHANCE, #15058  
Disciplinary Counsel  
Kansas State Board of Healing Arts  
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