

**r I L E D**

SEP 05 1996

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS



**KANSAS STATE BOARD OF  
HEALING ARTS**

IN THE MATTER OF )  
STEWART R. GROTE, D.O. )  
Kansas License # 05-22108 )

Case # 94-00030  
95-00159

STIPULATION AND AGREEMENT  
AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts ("Board") by and through Kevin K. LaChance, Disciplinary Counsel, and Stewart R. Grote, D.O. ("Licensee") by and through his attorney Kristopher Kuehn, of Blackwell, Sanders, Matheny, Weary and Lombardi, and stipulate and agree as follows:

1. The Board is the sole and exclusive administrative agency in the State of Kansas regarding the practice of the healing arts, specifically the practice of osteopathic medicine and surgery. K.S.A. 65-2801, et seq; K.S.A. 65-2870. 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 licensed to practice osteopathic medicine and surgery in the state of Kansas, having been issued license number 05-22108 on December 4, 1987. 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 his license on June 30, 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(b), unprofessional conduct, as further defined by K.S.A. 65-2837(b)(16), in that Licensee Licensee has committed an act or acts of sexual misconduct and/or exploitation related to Licensee's professional practice. Further, it is alleged that Licensee violated K.S.A. 65-2836(f), in that Licensee has willfully and/or repeated violated the Controlled Substances Act and/or rules and regulations adopted pursuant thereto, in that Licensee has distributed controlled substances in Schedules II through V on a gratuitous basis, in violation of K.A.R. 68-20-15(c)(3). The Board states it would present substantial evidence in an administrative hearing in support of its allegations. Licensee admits the allegations.

4. Such acts or conduct as set forth above could constitute grounds for disciplinary action under the jurisdiction of 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. Licensee voluntarily and affirmatively waives his right to a hearing pertaining to any matter under the jurisdiction of the Board regarding his license to practice osteopathic medicine and surgery. Licensee voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, to conduct such cross-examina-

tion 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.

The terms and conditions of the Stipulation are entered into between the undersigned parties and is 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. Upon signature by Licensee to this document, it shall be deemed a unilateral contract and shall 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.

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

a) In lieu of the commencement of formal proceedings and/or the making of findings by the Board, 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 osteopathic medicine and surgery in the State of Kansas:

i) Licensee is hereby formally and publicly reprimanded.

ii) Licensee is hereby fined \$3,000.00 (three thousand dollars), payable within 30 (thirty) days of Board acceptance of this Stipulation.

iii) Licensee agrees to attend a class approved by the Board pertaining to sexual conduct by professionals in their practice within one year of Board approval of this Stipulation. Said class shall be presented for approval by the Board, which, in its discretion, may delegate approval authority to its designee.

iv) Licensee agrees that he will not accept any gratuitous distributions of controlled substances from any source. Further, he understands and agrees that, should any person offer him a gratuitous distribution of any controlled substance, he has a duty to report this offer to the Board and the Kansas State Board of Pharmacy.

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, that are not covered under the conditions of this Stipulation or subsequent acts which become known to the Board 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 the 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 Applicant 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 contents of this Stipulation and Agreement.

g) Licensee acknowledges that this document shall be deemed a public record upon Licensee's signing this document, whether or not an authorized Board signature appears on same. Licensee further acknowledges that this document shall be reportable to the National Practitioner Databank, the Federation of State Medical Boards, and other reporting entities.

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 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.

8. Licensee has an affirmative duty to notify the Board of changes in his personal professional status which would inhibit his compliance with the above conditions in the 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 Board and no further Order is required.

IN WITNESS WHEREOF, the parties have executed this agreement on the  
30th <sup>5th</sup> ~~5th~~ day of July ~~September~~, 1996.

KANSAS STATE BOARD OF HEALING ARTS

Lawrence T. Buening, Jr.  
Lawrence T. Buening, Jr.  
Executive Director

September 5, 1996  
Date

Stewart R. Grote  
Stewart R. Grote, D.O.  
Licensee

30 July 96  
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

Approved As To Form By:

Kristopher Kuehn, #  
Counsel for Licensee  
Blackwell, Sanders, Matheny, Weary & Lombardi  
9401 Indian Creek Parkway, Bldg 40  
Overland Park, Kansas 66210  
(913) 345-8400

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

\_\_\_\_\_ day of \_\_\_\_\_, 1996.

KANSAS STATE BOARD OF HEALING ARTS

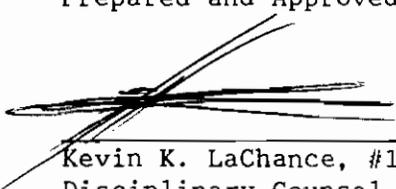
\_\_\_\_\_  
Lawrence T. Buening, Jr.  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stewart R. Grote, D.O.  
Licensee

\_\_\_\_\_  
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

Approved As To Form By:

*Marcia S. Cook* #16321  
\_\_\_\_\_  
Kristopher Kuehn, # (Marcia S. Cook)  
Counsel for Licensee  
Blackwell, Sanders, Matheny, Weary & Lombardi  
9401 Indian Creek Parkway, Bldg 40  
Overland Park, Kansas 66210  
(913) 345-8400

CERTIFICATE OF SERVICE

I, Kevin K. LaChance, do hereby certify that on this 5<sup>TH</sup> day of September, 1996, a copy of the above and foregoing STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER was deposited in the United States mail, postage prepaid, first class to the following:

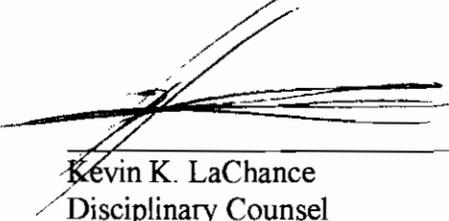
Kristopher Kuehn  
Blackwell, Sanders, Matheny,  
Weary & Lombardi L.C.  
40 Corporate Woods, Suite 1200  
9401 Indian Creek Parkway  
Overland Park, KS 66210

Marcia S. Cook  
Blackwell, Sanders, Matheny,  
Weary & Lombardi L.C.  
40 Corporate Woods, Suite 1200  
9401 Indian Creek Parkway  
Overland Park, KS 66210

Stewart R. Grote  
500 Eisenhower Road  
Leavenworth, Kansas 66048

and the original was hand-delivered to:

Lawrence T. Buening, Jr.  
Executive Director  
Kansas State Board of Healing Arts  
235 S. Topeka  
Topeka, Kansas 66603

  
\_\_\_\_\_  
Kevin K. LaChance  
Disciplinary Counsel  
Kansas State Board of Healing Arts