

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILED

JUN 12 1992

IN THE MATTER)
)
OF)
)
CURTIS IVEY, P.A.)
Kansas Certificate No. 15-68)

KANSAS STATE BOARD OF
HEALING ARTS
Case No. 92-00084

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts (Board), and Curtis Ivey, P.A., (Registrant) by and through his attorney, Richard Tucker, 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 providing of patient services as a physician assistant under the direction and supervision of a responsible physician.

2. Registrant is currently registered in the State of Kansas authorized to engage in the practice of the healing arts as a physician assistant, having been issued Certificate No. 15-68 on November 18, 1977.

3. That on or around September 11, 1991 the Disciplinary Counsel received information that the Registrant had committed an act or acts that would not be within the scope of his practice as a physician assistant. Specifically, allegations of sexual misconduct were made by one or more juvenile patients in the Cedarvale Regional Hospital Drug and Alcohol Unit. That said act or acts would be a violation of K.S.A. 1991 Supp. 65-2896b.

4. The Board has authority under K.S.A. 65-2896b to remove a Registrant's name from the register of physician's assistants if the Board determines, after notice and opportunity for hearing in accordance with provisions in the Kansas Administrative Procedure Act, that a physician assistant has acted outside the scope of his authority. Further, that under the Kansas Administrative Procedures Act the Board has the authority to enter into this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** in lieu of filing a disciplinary petition.

5. It is the intent and purpose of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** 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 AND ENFORCEMENT ORDER** are entered into between the undersigned parties and is submitted for the purpose of allowing those terms and conditions to become an Order of the Board.

This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** shall not become binding on the Board until an authorized signature is affixed on the last page of this document. Upon signature by Registrant to this document it shall be deemed a unilateral contract and agreement and shall bind Registrant to all terms and conditions set forth and shall become a public record when Registrant signs this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** whether or not the Board signature is affixed to the document. Registrant 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 the duly authorized administrative agency in the State of Kansas with appropriate statutory authority to regulate the practice of the healing arts to include the practice of providing patient services under the direction and supervision of a responsible physician.

b. Registrant admits that the form of the STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER 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 ENFORCEMENT ORDER and is lawfully constituted to consider this matter to include consideration of this STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER. Registrant further acknowledges that the Kansas statutes as recited in the STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER is constitutional on its face and as applied in this case. Registrant further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law. Registrant further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance of this STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER as it relates to the Kansas Administrative Procedures Act.

7. In lieu of presenting the investigative data to the Board, Curtis Ivey, P.A. stipulates and agrees as follows:

i. There will be no finding as to the underlying allegations and there will be no admission of violation or liability on the part of Curtis Ivey.

ii. Mr. Ivey shall, on or before May 11, 1992 voluntarily surrender his registration to engage in the providing of health care services under the direction and supervision of a responsible physician.

iii. Surrender of said certificate is made during a disciplinary investigation. Such surrender of Registrant's registration will be treated as a surrender during a pending disciplinary investigation and for reporting purposes to any state or national medical federation, clearing house for disciplinary sanctions of health care providers and licensees, National Practitioner Data Bank or public inquiries.

iv. Mr. Ivey shall not provide health care services in the State of Kansas in any manner certified or uncertified, licensed or unlicensed. This shall include practice as a physician assistant or any other type of health care professional. Further, Registrant shall not request or apply for registration, certification or licensure in the health care field in the State of Kansas at any point in the future.

v. Registrant does not admit as true the allegations contained in paragraph 3 of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**. However, Registrant will not contest or dispute said allegations. It is the intent and purpose of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing.

vi. Registrant further understands and agrees that by entering into this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**, he is waiving his right to a hearing. The Registrant 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.

8. Nothing in the 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 AND ENFORCEMENT ORDER** or past acts which are unknown to the Board or subsequent acts.

9. This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** 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; Kansas State Board of Healing Arts and Curtis Ivey.

10. Registrant acknowledges that this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** has been entered into freely and voluntarily given.

11. Registrant hereby releases the Kansas State Board of Healing Arts, its employees and agents, from all claims to mean those damages, actions, liabilities and causes of action, 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 forever discharge the Board of any and all claims or demands of every kind and nature that Registrant has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Registrant shall not commence to prosecute, cause or permit to be prosecuted any action or proceeding or any description against the Board, its employers or agents, arising out of acts leading to the execution of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** or the content of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.


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

of this STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER.

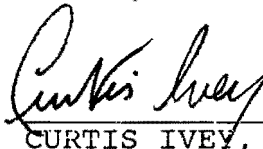
13. Upon execution of this STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER by the affixing of a Board authorized signature below, the provisions of this STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER shall become an Order of the Board and shall be deemed a proper and lawful ENFORCEMENT ORDER under K.S.A. 1991 Supp. 65-2838. This STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER shall constitute the Board's Order when filed with the Office of General Counsel for the Board and no further Order is required.

IN WITNESS WHEREOF the parties have executed this agreement on this 12th day of June, 1992.

KANSAS STATE BOARD OF HEALING ARTS


LAWRENCE T. BUENING, JR.
Executive Director

Date June 12, 1992


CURTIS IVEY, P.A.
Registrant

5-15-92
Date

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER
Curtis Ivey, P.A.

PREPARED AND APPROVED BY:

Debra L. Billingsley
DEBRA L. BILLINGSLEY
Disciplinary Counsel
Kansas State Board of Healing Arts
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Topeka, Kansas 66603
(913) 296-7413

APPROVED BY:

Richard Tucker
Richard Tucker, Attorney at Law
1831 Washington, P.O. Box 875
Parsons, Kansas 67357-0875

CERTIFICATE OF SERVICE

I, Debra L. Billingsley, hereby certify that a true and correct copy of the above and foregoing **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** was mailed by first class mail, postage prepaid on this 8 day of May, 1992 to the following:

Curtis Ivey, P.A.
P.O. Box 545
Cedar Vale, Kansas 67024

Richard Tucker
Attorney at Law
1831 Washington, P.O. Box 875
Parsons, Kansas 67357-0875

Debra L. Billingsley
Debra L. Billingsley

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER
Curtis Ivey, P.A.