

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

**FILED**

SEP 15 1993

**KANSAS STATE BOARD OF  
HEALING ARTS**

IN THE MATTER OF )  
GEORGE R. KIRACOFE, M.D. )  
APPLICANT FOR LICENSURE )  
\_\_\_\_\_ )

STIPULATION AND AGREEMENT  
AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts (hereinafter referred to as "Board") by and through Kevin K. LaChance, Associate Counsel, and George R. Kiracofe, M.D. (hereinafter referred to as "Applicant") 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 practice of medicine and surgery. K.S.A. 65-2801, et seq; K.S.A. 65-2869.

2. Applicant has applied for licensure to engage in the practice of medicine and surgery in the State of Kansas.

3. Applicant graduated from the Indiana University School of Medicine in March of 1973. Applicant holds a current license from the state of Indiana; said license was originally granted in September, 1973. In 1983, the State Medical Board in Indiana took disciplinary action against Applicant. His license to practice medicine was suspended on July 12, 1983. The suspension was subsequently removed on September 16, 1983; however, it was placed in a probationary status pending a formal hearing. On January 12, 1984, Applicant was placed on probation for a period of five years and restrictions were placed on his practice. On July 23, 1987, Applicant's request for early termination of his probation was denied. On February 20, 1989, Applicant's Indiana license was removed from its probationary status after successful completion of the probationary period.

On March 24, 1989, the State of Kentucky Medical Board summarily denied Applicant's application for licensure in that state; the denial was upheld after a formal hearing on August 30, 1989.

4. Based on the above information, there is probable cause to believe Applicant has committed acts which, if proven to be true, would constitute grounds for discipline or denial of licensure by the Board. Specifically, Applicant has had a license to practice the healing arts suspended, has had other disciplinary action taken, or an application for license denied, by the proper licensing authorities of other states.

5. Such acts or conduct as set forth above could constitute grounds for denial of licensure under the jurisdiction of the Board pursuant to K.S.A. 65-2836(j). 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. Supp. 65-2836. Under the provisions of K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation and Agreement. The Board has authority pursuant to K.S.A. 65-2836 to deny a license for any reason that appropriate action can be taken against a licensee.

6. It is the intent and purpose of this Stipulation and Agreement to settle certain issues prior to the issuance of a temporary permit to practice the healing arts in the State of Kansas under the provisions of K.S.A. 65-2811(a)(1). The issuance of a temporary permit to practice the healing arts is a discretionary act delegated to the Board staff, specifically the Executive Director of the Board, to allow fully qualified applicants for licensure to practice pending formal Board approval of their applications and issuance of a permanent license. It is the Board legal staff's position that there is sufficient evidence in this case that Applicant may not be fully qualified to practice the healing arts in the

state of Kansas. In order to issue a temporary permit to practice the healing arts pending a formal decision by the Board whether or not to issue a permanent license, this Stipulation and Agreement will provide certain parameters under which said temporary permit is issued.

The terms and conditions of the Stipulation and Agreement 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 and Agreement shall not be binding on the Board until an authorized signature is affixed at the end of this document. Upon signature by Applicant to this document, it shall be deemed a unilateral contract and agreement and shall bind Applicant to the terms and conditions set forth in the Stipulation and Agreement whether or not the Board's signature is affixed to the document. Applicant specifically acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

7. 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 of the State of Kansas with appropriate statutory authority to regulate the practice of the healing arts to include the practice of medicine and surgery in the State of Kansas.

b) Applicant admits that this Stipulation and Agreement and the filing of such a document are in accordance with the requirements of law; that the Board has jurisdiction to consider the Stipulation and Agreement and is lawfully constituted to consider this matter to include consideration of this Stipulation and Agreement. Applicant further notes that the Kansas Healing Arts Act is constitutional on its face and as applied in this case. Applicant further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.

(c) Upon receipt by the Board staff of the Stipulation and Agreement and Enforcement Order signed by Applicant, Applicant's application for licensure will be returned to the licensing section of the Board staff for further processing. Upon fulfillment of all other requirements of licensure, Applicant will be issued a temporary permit, approved by the Executive Director of the Board, to practice medicine and surgery in the State of Kansas pending formal Board consideration of Applicant's application for licensure by endorsement. Said temporary permit shall expire on October 10, 1993.

(d) Applicant expressly acknowledges that the issuance of the temporary permit does not imbue, endow, or otherwise vest in him any property right or other rights in a permanent license to practice the healing arts in the State of Kansas. Applicant further acknowledges that the Board is under no obligation whatsoever to issue him a license to practice the healing arts or to issue him a new temporary permit or to extend the temporary permit which will expire on October 10, 1993 at any time in the future. Applicant acknowledges that the Board is free to act on his application in a manner unfettered by this staff action.

Applicant's agreement to the contents of this Stipulation and Agreement are evidenced by his signature affixed to this document.

It is further understood that if Applicant fails to fulfill any of the obligations of paragraphs nine and ten (9 & 10) of the Stipulation and Agreement, the Board will be released from its Stipulation and Agreement and subsequent Enforcement Order and shall be free to take whatever steps it deems appropriate.

Applicant acknowledges that proof submitted to the Board by an Affidavit or other form that Applicant has failed to meet the conditions of the Stipulation and Agreement or any provision of Kansas law shall be deemed good

and sufficient evidence to support the alleged violation to determine non-compliance with this Stipulation and Agreement and Enforcement Order.

f) 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 unknown and are not covered under the conditions of this Stipulation and Agreement or subsequent acts which are unknown to the Board or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act. At this time, the Board is only aware of the information contained in paragraphs three and four (3 & 4) above.

g) This Stipulation and Agreement 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.

h) Applicant acknowledges that he has read this Stipulation and Agreement and fully understands the Contents.

i) Applicant hereby 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 Applicant 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.

j) Applicant acknowledges that this Stipulation and Agreement has been entered in freely and voluntarily given.

k) Applicant acknowledges that this document shall be deemed a public record upon Applicant's signing this document, whether or not an authorized Board signature appears on same. However, this document is not disciplinary in nature; rather, it is an affirmation of certain rights of the Board which remain with the Board despite the issuance of the temporary permit. Therefore, as such, the document shall not be reportable to the National Data Bank or the Federation of State Medical Boards.

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

9. Applicant shall obey all federal, state, and local government laws and regulations 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.

10. Applicant has an affirmative duty to notify the Board of changes in his personal professional status which would inhibit the compliance with the above conditions in the Stipulation and Agreement or subsequent Enforcement Order.

11. Upon execution of this Stipulation and Agreement by the affixing of a Board authorized signature below, the provisions of this Stipulation and Agreement 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 at the Board office and no further Order is required.

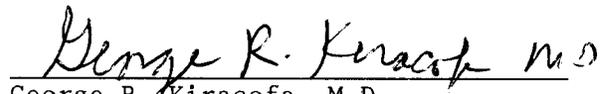
IN WITNESS WHEREOF, the parties have executed this agreement on the

15<sup>th</sup> day of September, 1993.

KANSAS STATE BOARD OF HEALING ARTS

  
Lawrence T. Buening, Jr.  
Executive Director

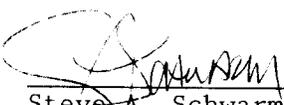
9/15/93  
Date

  
George R. Kiracofe, M.D.  
Applicant

9-15-93  
Date

Prepared and Approved By:

  
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