

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILED

JAN 11 1994

**KANSAS STATE BOARD OF
HEALING ARTS**

In The Matter of)
)
JEFFREY G. KRAFT, D.O.)
Kansas License No.05-24228)
_____)

Case No. 94-00108

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts (hereinafter referred to as "Board") and Jeffrey G. Kraft, D.O. (hereinafter referred to as "Licensee") 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 osteopathy, pursuant to K.S.A. 65-2801 et seq.; K.S.A. 65-2869.

2. Licensee is currently licensed in the State of Kansas and authorized to engage in the practice of medicine and surgery having first been issued License No. 05-24228 on August 15, 1992. Further, Licensee's last reinstatement date was July 29, 1993.

3. On or around November 19, 1993, Licensee entered a plea of guilty to three misdemeanor counts in United States District Court Case No. 93-10082-01. Said charges involved the Licensee's diversion of prescription medications for other than legitimate medical purposes.

4. Based on the above information, there is probable cause to believe that grounds exist for discipline of the Licensee by the Board. Specifically, the Licensee has been convicted of a felony or

Class A misdemeanor, whether or not related to the practice of the healing arts pursuant to K.S.A. 65-2836(c).

Further, Licensee willfully violated the Pharmacy Act of the State of Kansas and/or the Uniform Controlled Substances Act pursuant to K.S.A. 65-2836(f).

The Licensee may have the inability to practice medicine and surgery with reasonable skill and safety to patients **(Confidential)**
(Confidential)

Further, Licensee has violated a federal law or regulation relating to controlled substances pursuant to K.S.A. 65-2836(q).

Under the provisions of K.S.A. 65-2838(b), the Board has the authority to enter into this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** (hereinafter referred to as "**STIPULATION**") in lieu of filing a formal petition of revocation based upon the aforementioned grounds.

5. It is the intent and purpose of this **STIPULATION** to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. Licensee understands and agrees that by entering into this **STIPULATION** he is voluntarily and knowingly waiving his right to a hearing on the merits, 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 present any and all substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

6. The terms and conditions of this **STIPULATION** are entered into between the parties to become an Order of the Board and shall not



STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER
Jeffrey G. Kraff, D.O.

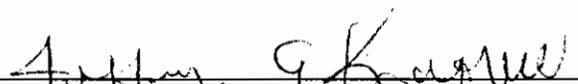
become binding on the Board until an authorized signature is affixed on the last page of this document. Licensee's signature affixed to this document creates a unilateral contract binding Licensee to all terms and conditions set forth in this **STIPULATION** whether or not the Board signature is affixed to the document. Licensee shall be unilaterally bound by the terms of this stipulation until the Board accepts or rejects the stipulation at the February 1994 Board meeting, at which time license will be bilaterally bound to or released from the stipulation terms, respectively. Licensee 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 in the State of Kansas with appropriate statutory authority to regulate the practice of the healing arts to include the practice of osteopathy.

b) Licensee agrees this **STIPULATION** and the filing of said document are in accordance with the requirements of law, that the Board has jurisdiction to consider this **STIPULATION** and that the Board is lawfully constituted to consider this matter. Licensee further agrees the Kansas Healing Arts Act, K.S.A. 65-2801 *et seq.*, as set forth by statute and as recited in this **STIPULATION** is constitutional on its face and as applied in this case.

c) In lieu of the initiation of formal proceedings and/or findings by the Board, Licensee freely and voluntarily stipulates and agrees to the following conditions placed upon his license to engage in the practice of osteopathy in the State of Kansas.


STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER
Jeffrey G. Kraft, D.O.

i) (Confidential)

(Confidential)

ii) (Confidential)

(Confidential)

iii) (Confidential)

(Confidential)

iv) (Confidential)

(Confidential)

v) (Confidential)

(Confidential)

vi) Licensee agrees that his primary practice shall be located in Montana. Sixty (60) days prior to practicing in the State of Kansas or any other location, Licensee shall notify the Office of the Disciplinary Counsel of the Kansas State Board of Healing Arts of said intentions.

vii) (Confidential)

(Confidential)

viii) (Confidential)

(Confidential)

ix) (Confidential)

(Confidential)

d) (Confidential)

(Confidential)

e) Licensee hereby releases the Board, 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 Licensee


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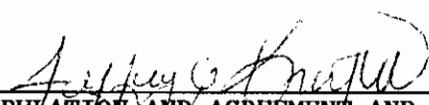
claims to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Licensee shall not commence to prosecute, cause or permit to be prosecuted any action or proceeding of any description against the Board, its employees or agents, arising out of acts leading to the execution of this **STIPULATION** or the content of this **STIPULATION**.

f) Licensee acknowledges that this document will be deemed a public record and that said **STIPULATION** is reportable to the National Data Bank and the Federation of State Medical Boards.

8) All correspondence or communication by Licensee to the Board shall be by United States mail, addressed to the Kansas State Board of Healing Arts, to the attention of the Office of Disciplinary Counsel, 235 S. Topeka Boulevard, Topeka, Kansas 66603-3068.

9) 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 this **STIPULATION** or which may become effective subsequent to the execution of this **STIPULATION**. Licensee has an affirmative duty to notify the Board of any changes in his professional status which would inhibit compliance with the above conditions of this **STIPULATION**.

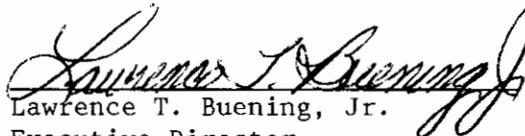
10) Upon execution of this **STIPULATION** by affixing a Board authorized signature below, the provisions of this **STIPULATION** shall become an Order of the Board and shall be deemed a proper and lawful Enforcement Order pursuant to K.S.A. 65-2838(b). This **STIPULATION** shall constitute the Order of the Board when filed with the Office of the Executive Director for the Board.



STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER
Jeffrey G. Kraft, D.O.

IN WITNESS WHEREOF the parties have executed this agreement on
this 11th day of January, 1993.

KANSAS BOARD OF HEALING ARTS


Lawrence T. Buening, Jr.
Executive Director


Jeffrey G. Kraft, D.O.
Licensee

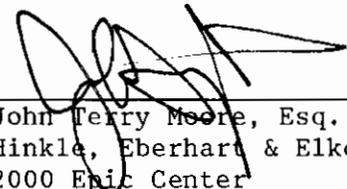
Date January 11, 1994

Prepared by:

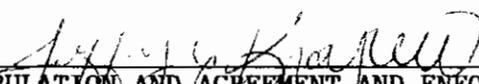


Kevin K. LaChance, #15058
Associate Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068
(913)296-7413

Approved by:



John Perry Moore, Esq.
Hinkle, Eberhart & Elkouri, L.L.C.
2000 Epic Center
301 North Main Street
Wichita, Kansas 67202-4820
(316) 267-2000



STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER
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CERTIFICATE OF SERVICE

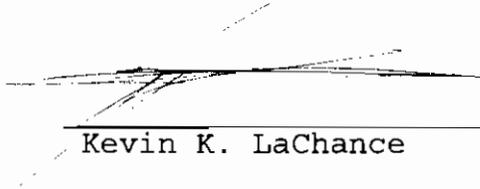
I, Kevin K. LaChance, hereby certify that on the 14th day of January 1994, a true and correct copy of the above and foregoing Stipulation and Agreement and Enforcement Order was deposited in the United States mail, first class, postage prepaid, to the following:

Jeffrey G. Kraft, D.O.
Asbury-Salina Regional Medical Center
400 South Santa Fe
Salina, Kansas 67401

John Terry Moore
Hinkle, Eberhart & Elkouri, L.L.C.
301 North Main Street
Wichita, Kansas 67202-4820

and the original was hand-delivered to:

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



Kevin K. LaChance