

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILED

IN THE MATTER OF)
GEORGE M. MEREDITH, M.D.)
APPLICANT)
_____)

NOV 10 1992

**KANSAS STATE BOARD OF
HEALING ARTS**

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 M. Meredith, 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 University of Virginia Medical School in June of 1966. Applicant holds a current license from the state of Virginia; said license was originally granted in July of 1966. In early 1988, Applicant separated from his wife, and divorce proceedings were commenced in August 1988. Applicant's family residence was foreclosed January 1991; his personal residence was foreclosed in February 1991. He was evicted from his offices in March 1991. Applicant's additional problems included- and still include- his marriage, bankruptcy, and Internal Revenue Service tax obligations. **Confidential**

Confidential On March 19, 1991, he was arrested and charged with abduction of a juvenile and use of a firearm while committing or attempting to commit a felony, both of which are felony charges. Applicant was found not guilty by reason

4. Based on the above information, the Board has determined 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 may be unable to practice with reasonable skill or safety Confidential Further, Applicant has been found to be not guilty Confidential by a court of competent jurisdiction.

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. 1991 Supp. 65-2836(i) and (o). Under the provisions of K.S.A. 1991 Supp. 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. 1991 Supp. 65-2836. Under the provisions of K.S.A. 1991 Supp. 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 provide for settlement of all issues without the necessity of proceeding to a formal hearing. K.S.A. 65-2838(b). Applicant voluntarily and affirmatively waives his right to a hearing pertaining to any matter under the jurisdiction of the Board regarding the granting of a license to engage in the practice of medicine and surgery.

Applicant further understands and agrees that by entering into this Stipulation and Agreement, he is waiving his right to a hearing. Applicant voluntarily and knowingly waives his right 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.

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) In lieu of the initiation of formal proceedings and/or findings by the Board, Applicant, by signature attached to this Stipulation and Agreement, hereby voluntarily agrees to the conditions placed on his license to engage in the practice of medicine and surgery in the State of Kansas.

d) Applicant hereby agrees to a probationary limitation, restriction and condition of his license to engage in the practice of medicine and surgery in the State of Kansas based on the following specific conditions:

Confidential

iv) Upon complete conclusion of Applicant's current marital, bankruptcy, Internal Revenue Service, and criminal proceedings, Applicant may apply to the Board for amendment or modification of the conditions of this Stipulation and Agreement.

v) Applicant agrees to surgical monitoring by a local surgical proctor to be approved by the Board for a period of at least one year. Said proctor shall provide monthly reports to the Board office during the period of proctoring.

vi) Applicant agrees to quarterly review of all eye, ear, nose and throat (EENT) medical treatment by an EENT specialist approved by the Board for a period of at least one year. Quarterly reports from the EENT monitor shall be provided to the Board office.

vii) Upon receipt by the Board 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 may 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 approval of this Stipulation and Agreement.

viii) Applicant shall provide to the Board a paper to be entitled "The Psychiatric Effects of Stress on Medical Practice." Said paper shall be at least twenty pages in length and in a format suitable for publication based on American Medical Association standards. Applicant shall provide the Board with originals of all books, treatises, articles, and the like used as reference or bibliography for said paper. Said paper is due to the Board no later than six months after Board approval of the Stipulation and Agreement, and all expenses related to this paper shall be borne by Applicant.

Applicant's agreement to the probationary limitations, conditions, and restrictions of his license are evidenced by his signature affixed to this document.

e) Applicant's failure to comply with the provisions of the Stipulation and Agreement will result in the Board taking disciplinary action as the Board deems appropriate in compliance with the Kansas Administrative Procedure Act.

It is further understood that if Applicant fails to fulfill any of the obligations under 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 to include exercise of its right to issue a Summary Revocation Order as set forth below.

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.

Any breach of the Stipulation and Agreement and Enforcement Order shall result in the Board issuing a Summary Revocation Order of Applicant's license to engage in the practice of medicine and surgery in the State of Kansas in which Applicant agrees not to contest, defend, or challenge in any civil or administrative proceeding.

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.

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.

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 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.

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 with the Office of the General Counsel for the Board and no further Order is required.

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

11 day of November, 1992.

KANSAS STATE BOARD OF HEALING ARTS

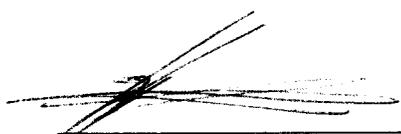
Lawrence T. Buening, Jr.
Lawrence T. Buening, Jr.
Executive Director

November 11, 1992
Date

George M. Meredith, M.D.
George M. Meredith, M.D.
Applicant

9 Nov '92
Date

Prepared and Approved By:



Kevin K. LaChance, #15058
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