

FILED

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

MAY 02 1995

**KANSAS STATE BOARD OF
HEALING ARTS**

IN THE MATTER OF)
)
L. STAN NARAMORE, D.O.)
Kansas License No. 05-24020)
_____)

Case # 93-00034

-- 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 L. Stan Naramore, D.O. ("Licensee") by and through his attorney, Andrew L. Warren, and stipulate and agree as follows:

1. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of the healing arts, specifically the practice of osteopathic medicine and surgery. K.S.A. 65-2801 et seq; K.S.A. 65-2869. At 12:25 P.M. on the thirteenth (13th) of August 1994, the Board filed a Petition to Revoke, Suspend or Otherwise Limit Licensure against Licensee. On or about August 16, 1994, the Board appointed a presiding officer to conduct disciplinary proceedings in the case. On or about September 1, 1994, the Board filed its Amended Petition to Revoke, Suspend or Otherwise Limit Licensure. 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 entitled to engage in the practice of osteopathic medicine and surgery in the State of Kansas, having been issued license number ~~04-14767~~ ⁰⁵⁻²⁴⁰²⁰ ~~on June 5, 1971.~~ ^{By April 11, 1972} ~~By~~ 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 21, 1993.

3. It is alleged by the Board that Licensee has committed the acts alleged by the Counts recited in the Amended Petition to Revoke, Suspend or Otherwise Limit Licensure, filed September 1, 1994. The Counts recite the alleged violations of the Healing Arts Act. The Board states it would present substantial evidence in an administrative hearing in support of its allegations. Licensee neither confirms nor denies the allegations.

4. Such acts or conduct as set forth above could constitute grounds for disciplinary action by 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 without the necessity of proceeding to a formal hearing. Licensee voluntarily and affirmatively waives his right to a hearing pertaining to any matter under the jurisdiction of the Board regarding his license to engage in the practice of 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-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 are entered into between the undersigned parties and are 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 agreement 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 continuation of formal proceedings and/or the making of findings by the Board, Licensee, by signature attached to this Stipulation and Agreement, 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 agrees to surrender his license to practice the healing arts in the state of Kansas. Such surrender includes the return of his certificate of license and current registration card. Said surrender occurs during the course of disciplinary proceedings, and shall be treated as a revocation for reporting purposes.

ii) Licensee agrees that if he applies for reinstatement of his license, such application will be considered in accordance with the provisions of K.S.A. 65-2844, and the Board will, in considering such application for reinstatement, utilize the eight factors enumerated by the Kansas Supreme Court in Kansas State Board of Healing Arts v. Vakas. Licensee agrees that he must take and pass a SPEX test within the preceding six months prior to Board consideration of his application for reinstatement. Licensee agrees that he must comply with all requirements of

all applicable statutes, rules and regulations pertaining to reinstatement of revoked licenses to practice the healing arts in the State of Kansas.

(iii) Licensee agrees that he will only enter health care facilities in the State of Kansas as a patient or as a non-health care providing visitor of a patient in the health care facility. The term "health care facility" includes, but is not limited to, clinics, medical offices, hospitals, laboratories, surgical centers, health maintenance organizations, etc. Licensee agrees that he will not participate in the health care field in the State of Kansas in any manner whatsoever to include, but not limited to, employment by another health care provider, serving as an officer or director of any professional corporation, or buying, obtaining or in any manner acquiring an interest in any professional association, partnership or sole proprietorship, or providing any services in any managerial capacity therein. Licensee specifically agrees that he will provide no professional or other services listed under the exceptions to the practice of the healing arts found under K.S.A. 65-2872(d), (e), (f), (g), (h), (i), (j), and (o).

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 unknown and are not covered under the conditions of this Stipulation, 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 its 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 Licensee 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 and Agreement or the contents of this Stipulation and Agreement.

g) Licensee acknowledges that this document shall be deemed a public disciplinary record upon Licensee's signing this document and Board acceptance of the terms of this document, and shall be reportable to the National Practitioner Databank, Federation of State Medical Boards, and other reporting agencies.

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 and Agreement 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 compliance with the above conditions in this 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 Office of the Executive Director for the Board and no further Order is required.

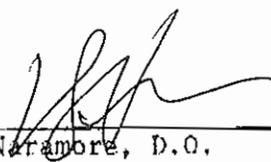
IN WITNESS WHEREOF, the parties have executed this agreement on the

2^d day of May, 1995.

KANSAS STATE BOARD OF HEALING ARTS


Lawrence T. Buening, Jr.
Executive Director

May 2, 1995
Date

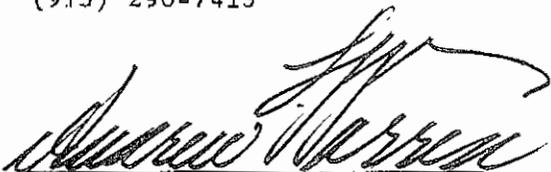

L. Stan Naramore, D.O.
Licensee

2-18-95
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) 296-7413

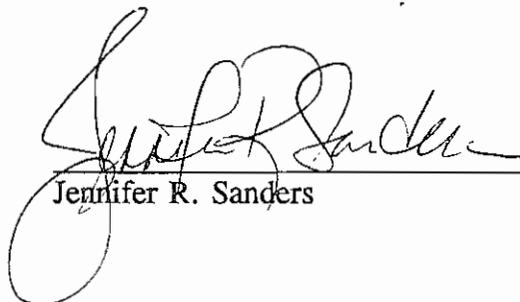


Andrew L. Warren, #12713
Counsel for Licensee
7143 W. 80th, Suite 207
Overland Park, Kansas 66204
(913) 642-2766

CERTIFICATE OF SERVICE

The undersigned hereby certifies that 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, on this 2nd day of May, 1995, addressed to the following:

Andrew L. Warren
7143 W. 80th St., Ste. 207
Overland Park, Kansas 66204



Jennifer R. Sanders