

AUG 20 2001

**BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS**

**KANSAS STATE BOARD OF
HEALING ARTS**

In the Matter of)
)
ROBERT W. PROCTOR, M.D.)
Kansas License No. 4-13181)
_____)

Docket No. 01-HA-33

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COME NOW, the Kansas State Board of Healing Arts ("Board") by and through Stacy L. Cook, Litigation Counsel ("Petitioner"), and Robert W. Proctor, M.D. ("Licensee"), by and through legal counsel Michael D. Herd, and stipulate and agree to the following:

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 medicine and surgery. K.S.A 65-2801 *et seq.*; K.S.A. 65-2869.
2. Licensee admits that this Stipulation and Agreement and Enforcement Order ("Stipulation") and the filing of such document are in accordance with applicable law and that the Board has jurisdiction to consider the Stipulation.
3. Licensee agrees that the Kansas Healing Arts Act is constitutional on its face and as applied in this case.
4. Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.
5. Licensee is or has been entitled to engage in the practice of medicine and surgery in the State of Kansas, having been issued license number 4-13181 on June 3, 1963. At all times relevant to the allegations set forth below, Licensee has held a current

license to engage in the practice of medicine and surgery in the State of Kansas, having last renewed his license on June 25, 2001.

6. (Confidential)

(Confidential)

7. Licensee was driving his vehicle and was on his way to the hospital to complete dictation of medical records when he struck a parked car.

8. Licensee left the scene of the accident and continued driving to the hospital.

9. (Confidential)

10. (Confidential)

(Confidential)

11. (Confidential)

12. Pursuant to K.S.A. 65-2836(b), the Board has grounds to revoke, suspend, or otherwise limit Licensee's license. According to K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation without the necessity of proceeding to a formal hearing.

13. Licensee voluntarily and knowingly waives his right to a hearing. Licensee voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination of witnesses. Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

14. 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. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Stipulation on behalf of the Board.

15. In consideration of the conditions, terms, covenants, and promises contained herein, the parties agree as follows:

(a) In lieu of the conclusion of formal proceedings and/or the making of findings by the Board, Licensee, by signature affixed to this Stipulation, hereby voluntarily agrees to the following disciplinary measures placed on his license to engage in the practice of medicine and surgery:

(i.) Licensee is privately censured for committing the acts of unprofessional conduct.

(ii.) **(Confidential)**

(iii.) **(Confidential)**

(iv.) (Confidential)

(v.) (Confidential)

(vi.) Licensee agrees to pay the costs of this matter in the amount of \$300. Such costs are due and payable on or before September 18, 2001.

(vii.) Licensee agrees to provide twenty (20) hours of his medical services free of charge to indigent patients. Licensee's plan for providing his medical services must be approved by the Board or its designee. Licensee must submit his plan on or before September 30, 2001. Licensee must complete his twenty (20) hours of service on or before February 28, 2002.

(b) This Order constitutes disciplinary action.

(c) Licensee's failure to comply with the provisions of the Stipulation will result in the Board taking disciplinary action as the Board deems appropriate according to the Kansas Administrative Procedure Act.

(d) Nothing in this Stipulation 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 known or unknown and are not covered under this Stipulation, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act.

(e) Licensee hereby releases the Board, its individual members (in their official and personal capacities), attorneys, employees and agents, hereinafter collectively referred to as ("Releasees"), from any and all claims, including but not limited to, those alleged damages, actions, liabilities, both administrative and civil, including the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et seq* arising out of the investigation and acts leading to the execution of this Stipulation. This release shall forever discharge the Releasees 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 Releasees.

(f) Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record, and may be reported to the National Practitioner Databank, Federation of State Medical Boards, and any other reporting entities requiring disclosure of this Stipulation.

(g) This Stipulation, when signed by both parties, 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.

(h) Licensee agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement, even if Licensee is not present. Licensee further acknowledges that the Board may conduct further inquiry as it deems necessary before the complete or partial acceptance or rejection of any offer of settlement.

(i) Licensee, by signature to this document, waives any objection to the participation of the Board members in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member in any future proceeding on the basis that the Board member has received investigative information from any source which otherwise may not be admissible or admitted as evidence.

(j) Licensee acknowledges that he has read this Stipulation and fully understands the contents.

(k) Licensee acknowledges that this Stipulation has been entered into freely and voluntarily.

(l) All correspondence or communication between Licensee and the Board relating to this Stipulation shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Stacy L. Cook, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

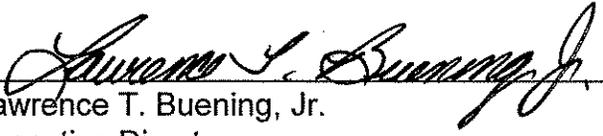
(m) Licensee shall obey all federal, state and local laws and rules governing the practice of medicine and surgery in the State of Kansas that may be in place at the time of execution of the Stipulation or may become effective subsequent to the execution of this document.

(n) Upon execution of this Stipulation by affixing a Board authorized signature below, the provisions of this Stipulation shall become an 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.

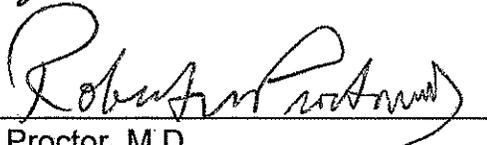
(o) The Board may consider all aspects of this Stipulation, in any future matter regarding Licensee.

IN WITNESS WHEREOF, the parties have executed this agreement on this 20th day of August, 2001.

KANSAS STATE BOARD OF HEALING ARTS

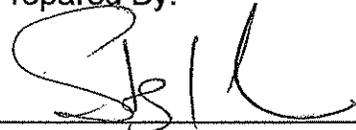

Lawrence T. Buening, Jr.
Executive Director

August 20, 2001
Date

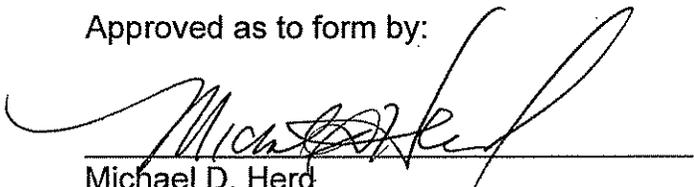

Robert W. Proctor, M.D.

8-14-01
Date

Prepared By:


Stacy L. Cook, #16385
Litigation Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3065
(913) 296-7413

Approved as to form by:


Michael D. Herd
Hinkle Elkouri Law Firm, LLC
1223 North Rock road
Building I, Suite 220
Wichita, Kansas 67206-1272
Attorney for Licensee

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** by United States mail, postage prepaid, on this 20th day of August, 2001 to the following:

Michael E. Herd
Hinkle Elkouri Law Firm, LLC
1223 North rock Road
Building I, Suite 220
Wichita, Kansas 67206-1272
Attorney for Licensee

and the original was hand-delivered to:

Lawrence T. Buening, Jr.
Executive Director
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068



Stacy L. Cook

PLAN OF COMMUNITY SERVICE

Pursuant to the Stipulation and Agreement and Enforcement Order ("Stipulation"), Licensee agrees to provide twenty (20) hours of medical services free of charge to indigent patients. Licensee sets forth two (2) proposed community service plans ("Plan") to satisfy the condition and requirement under the Stipulation:

1. **Butler County - Inmate Services:**

Licensee agrees to provide free medical services for the benefit of inmates in the Butler County Jail once a week at a minimum of one (1) hour, or as required to meet the inmates' medical needs, for a total of twenty (20) hours. Licensee shall provide evidence of such free medical services as certified by the Butler County Sheriff's Office or the Butler County Commission.

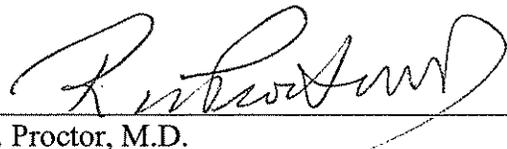
OR

2. **Bi-County Health Clinic (Butler County and Greenwood County):**

Licensee agrees to provide free medical services for the benefit of the female patients seeking services from the Bi-County Health Clinic once a week for a minimum of one (1) hour, or as required to meet the patients' medical needs, for a total of twenty (20) hours. Licensee shall provide evidence of such free medical services as certified by the Medical Director of the Bi-County Health Clinic.

Licensee shall complete the Plan by no later than February 28, 2002. Licensee shall be granted the right to perform as much community service under either of the foregoing Plan to satisfy the condition and requirement of the Stipulation.

IN WITNESS WHEREOF, Robert W. Proctor, M.D., the Licensee, hereby executes this Plan of Community Service as conditioned and required by the Stipulation and Agreement and Enforcement Order.



Robert W. Proctor, M.D.

Date: 8 - 14 - 01