

**F I L E D**

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

**JUN 15 1998**

**KANSAS STATE BOARD OF  
HEALING ARTS**

In the Matter of )  
Stanton L. Rosenberg, M.D. )  
Kansas License No. 04-10930 )  
\_\_\_\_\_ )

Case No. 95-00265

**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**

COME NOW the Kansas State Board of Healing Arts ("Board"), by and through Stacy L. Cook, Associate Counsel ("Petitioner"), who has been designated to pursue this matter on behalf of Disciplinary Counsel Kevin K. LaChance, and Stanton L. Rosenberg, M.D. ("Licensee"), by and through his legal counsel, John D. Tongier. Petitioner and Licensee hereby stipulate and agree as follows:

1. The Board is the sole and exclusive administration 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 04-10930 on June 15, 1955. 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 30, 1997.

6. The Board has received information, has investigated such information, and has reasonable cause to believe that Licensee has committed certain acts that violate the Healing Arts Act, K.S.A. 65-2801, *et seq.*; K.S.A. 65-2836. Specifically, Licensee acknowledges it is alleged that he has violated the following provisions:

(a) K.S.A. 65-2836(b), unprofessional conduct as further defined by K.S.A. 65-2837(b)(23) in that during the time period of approximately September 1987 to February 1998, Licensee prescribed Roxanol, Oxycodone, and other prescription drugs to patient GG in an inappropriate manner and in excessive quantities.

(b) K.S.A. 65-2836(b), unprofessional conduct as further defined by K.S.A. 65-2837(b)(23) in that during the time period of approximately January 1997 to February 1998, Licensee prescribed Clonazepam, Oxycodone, and other prescription drugs to patient AR in an inappropriate manner.

(c) K.S.A. 65-2836(b), unprofessional conduct as further defined by K.S.A. 65-2837(b)(23) in that during the time period of approximately February 1991

to February 1998, Licensee prescribed Lorcet and other prescription drugs to patient BK in an inappropriate manner.

(d) K.S.A. 65-2836(b), unprofessional conduct as further defined by K.S.A. 65-2837(b)(23) in that during the time period of approximately November 1995 to February 1998, Licensee prescribed Percocet, 1-2 Oxyxontin, and other prescription drugs to patient DS in an inappropriate manner and in excessive quantities.

(e) K.S.A. 65-2836(b), unprofessional conduct as further defined by K.S.A. 65-2837(b)(23) in that during the time period of approximately March 1993 to February 1998, Licensee prescribed Xanax and other prescription drugs to patient AH in an inappropriate manner.

(f) K.S.A. 65-2836(b), unprofessional conduct as further defined by K.S.A. 65-2837(b)(23) in that during the time period of approximately August 1995 to February 1998, Licensee prescribed Percocet, Oxycodone, and other prescription drugs to patient TF in an inappropriate manner and in excessive quantities.

(g) K.S.A. 65-2836(k), in that Licensee has violated a lawful rule and regulation promulgated by the Board, as further defined by K.A.R. 100-24-1, which requires that the Licensee shall maintain adequate patient records. Licensee did not maintain adequate patient records of his treatment of patients GG, AR, BK, DS, AH and TF.

7. Violation of the provisions set forth in the subsections of paragraph 6 of this Stipulation constitutes grounds for disciplinary action by the Board. 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.

8. Licensee voluntarily and knowingly waives his right to a hearing concerning the presentation of this Stipulation to the Board for the Board's approval. 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 in the presentation of this Stipulation to the Board for its approval. In the presentation of this Stipulation to the Board for its approval, 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.

9. 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.

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

(a) In lieu of the commencement 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 and limitations placed on his license to engage in the practice of medicine and surgery in the State of Kansas:

(i) Licensee shall not prescribe, dispense or administer any controlled substances for a period of at least two (2) years from the date that this Stipulation becomes an Order. It is agreed that Licensee may petition the Board for termination of this Stipulation at the conclusion of that two-year period;

(ii) Licensee agrees to attend within the next year, at his own expense, the Case Western Reserve University Medical Record Keeping CME (two-day workshop). Licensee agrees to provide any necessary written authorization for Associate Counsel to review and discuss chart review results. Licensee shall also attend the Appropriate Prescribing Workshop CME (two-day workshop) currently scheduled for October 29 and 30, 1998 in Portland, Oregon, and Licensee agrees to provide Associate Counsel for the Board with written verification of his attendance at both seminars;

(iii) Licensee agrees to adhere to K.S.A. 65-2836(k) and K.A.R. 100-24-1 and all other lawful rules and regulations relative to maintaining adequate patient records; and

(iv) Licensee agrees to pay the costs of this matter in the amount of \$1,235.00. Licensee shall pay the cost to the Board of Healing Arts within thirty (30) days after the Stipulation becomes an Order.

(b) This Stipulation and Agreement and Enforcement Order constitutes a limitation on Licensee's license to practice medicine and surgery in the State of Kansas.

(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 employees and agents, from any and all claims, including but not limited to, 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 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 or the content of this Stipulation.

(f) Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record, and if required by law, shall be reported to the National Practitioner Databank. This document shall be reported to the 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.

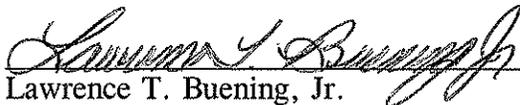
(l) All correspondence or communication between Licensee and the Board relating to this Stipulation shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Associate Counsel, 235 S. Topeka, Blvd., Topeka, Kansas 66603-3068.

(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.

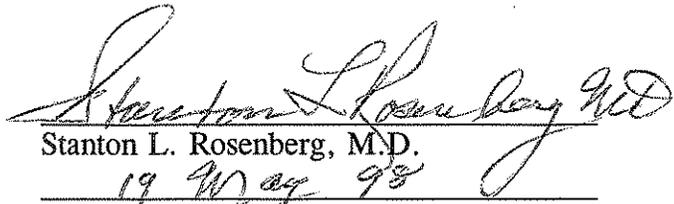
(n) Upon execution of this Stipulation by affixing a Board-authorized signature below, the provisions of this Stipulation shall become an Order under K.S.A. 65-2838. This Stipulation shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further Order is required.

IN WITNESS WHEREOF, the parties have executed this agreement on this 15<sup>th</sup> day of June, 1998.

KANSAS STATE BOARD OF HEALING ARTS

  
Lawrence T. Buening, Jr.  
Executive Director

Date June 15, 1998

  
Stanton L. Rosenberg, M.D.  
19 May 98  
Date

Prepared by:



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

Approved as to form by:



John D. Tongier #11224  
Holbrook, Heaven & Osborn, P.A.  
6700 Antioch, Suite 420  
P.O. Box 3867  
Merriam, Kansas 66203-0867

**CERTIFICATE OF SERVICE**

I, Stacy L. Cook, Associate Counsel, Kansas Board of Healing Arts, 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 15th day of June, 1998 to the following:

Stanton L. Rosenberg, M.D.  
7301 Mission Road, Suite 332  
Shawnee Mission, Kansas 66208-3005

and

John D. Tongier  
Holbrook, Heaven & Osborn, P.A.  
6700 Antioch, Suite 420  
P.O. Box 3867  
Merriam, Kansas 66203-0867

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