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

KS State Board of Healing Arts

In the Matter of)	
)	Docket No. 08-HA00165
John T. Schroll, M.D.)	
Kansas License No. 04-17350)	

SETTLEMENT AGREEMENT

COMES NOW, the Kansas State Board of Healing Arts, (“Board”), by and through Kathleen Selzler Lippert, Litigation Counsel (“Petitioner”), and John T. Schroll, M.D. (“Licensee”), by and through his counsel, Thomas Haney, and move the Board for approval of a Settlement Agreement affecting Licensee’s license to practice medicine and surgery in the State of Kansas. The Parties stipulate and agree to the following:

1. Licensee’s last known mailing address to the Board is: 12541 Foster, Suite 220, Overland Park, Kansas 66213.
2. Licensee is or has been entitled to engage in the practice of medicine and surgery in the State of Kansas, having been issued License No. 04-17350 on approximately December 9, 1977, and having last renewed such license on approximately June 20, 2008. Licensee’s license is active.
3. 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. and K.S.A. 65-2869.
4. This Settlement Agreement and the filing of such document are in accordance with applicable law and the Board has jurisdiction to enter into the Settlement

Settlement Agreement
John T. Schroll, M.D.
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Agreement as provided by K.S.A. 77-505 and 65-2838. Upon approval, these stipulations shall constitute the findings of the Board, and this Settlement Agreement shall constitute the Board's Final Order for purposes of proceedings by the Board of Healing Arts.

5. The Kansas Healing Arts Act is constitutional on its face and as applied in the case. Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.
6. 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.
7. The terms and conditions of the Settlement Agreement 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 Settlement Agreement 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 Settlement Agreement on behalf of the Board.
8. Petitioner alleges that Licensee deviated from the standard of care to a degree constituting ordinary negligence in his care and treatment of three (3) patients and committed acts of unprofessional conduct. The specific allegations are set forth

in the Petition filed March 26, 2008 against Licensee's license to practice medicine and surgery in Kansas.

9. Licensee denies and does not admit any violation of the Kansas Healing Arts Act or deviation from the standard of care except as otherwise specifically admitted herein. For the sole purpose of the Settlement Agreement, Licensee admits that if this matter proceeded to a formal hearing the Board would present evidence that Licensee violated K.S.A. 65-2836(s), 65-2836(u), 65-2836(w) and K.S.A. 2836(b), as further defined by 65-2837(a)(2), 65-2837(a)(3), 65-2837(b)(16), 65-2837(b)(17), 65-2837(b)(24), and 65-2837(b)(25), of the healing arts act with respect to the allegations in the Petition as follows:
 - a. Licensee had action taken by a peer review or professional association and / or surrendered his membership on a professional staff while under investigation.
 - b. Licensee had an adverse judgment or settlement resulting from a medical liability claim related to Patient 5.
 - c. Licensee failed to timely diagnose and / or treat Patients 4, 5 and 6.
 - d. Licensee failed to create and / or maintain appropriate medical records for Patients 5 and 6.
 - e. Licensee committed acts of unprofessional or dishonorable conduct and / or engaged in a pattern of practice or other behavior which demonstrates an incapacity to practice by making inappropriate comments and / or touching of Patients 1, 2, 3, 4, and 6.

10. While admitting no wrongdoing, Licensee acknowledges that if formal hearing proceedings were conducted and Licensee presented no exhibits, witnesses or other evidence, the Board has sufficient evidence to prove that Licensee has violated the Healing Arts Act with respect to the above allegations. Licensee further waives his right to dispute or otherwise contest the allegations contained in the above paragraphs in any further proceeding before this Board. Licensee further waives his right to dispute or otherwise contest the facts contained in the Petition in any future proceeding before this Board.
11. A protective order is hereby entered to protect all confidential information under **(Confidential)**
12. Licensee's acts, if proven, constitute unprofessional conduct as set forth in K.S.A. 65-2836.
13. Pursuant to K.S.A. 65-2836 the Board has grounds to deny, revoke, suspend, limit, or censure Licensee's license and pursuant to K.S.A. 65-2863a the Board has the authority to impose administrative fines for violations of the Healing Arts Act.
14. According to K.S.A.65-2838(b), the Board has authority to enter into this Settlement Agreement without the necessity of proceeding to a formal hearing.
15. All pending investigation materials regarding Licensee were fully reviewed and considered by the Board member(s) who serve on the Board's Disciplinary Panel. Disciplinary Panel No. 19 authorized and directed Board counsel to seek

settlement of this matter with the provisions contained in this Settlement Agreement.

16. In lieu of conducting a formal proceeding, Licensee, by signature affixed to this Settlement Agreement, hereby voluntarily agrees to the following disciplinary action against him and limitations on his license to engage in the practice of medicine and surgery:

(Confidential)

a.

b.

(Confidential)

c.

d. Licensee shall at all times keep Board staff informed of all his current practice locations, addresses and telephone numbers. Licensee shall provide the above information in writing to the Board within ten (10) days of any such change.

PROBATION: LIMITATIONS

e. Licensee shall not practice medicine and surgery unless he complies with each of the following:

f. Licensee shall not practice medicine and surgery unless he has a chaperone in the room at all times he is present with any female patient. The chaperone shall be an adult and must be identified to Board staff by Licensee. The chaperone must be approved by the Board and/or its designee and such approval will not be unreasonable withheld. The

chaperone must speak with a representative of the Board and/or its designee prior to approval.

- g. For a period of at least three (3) years, the chaperone shall be required to create and maintain a daily log identifying all patients seen in the office that day, and certifying their presence for all patients seen in the office that day. Such daily logs must be submitted to the Board on a monthly basis and must be received on or before the 15th day of the following month. Licensee is responsible for ensuring that the daily logs are submitted to the Board.
- h. All reports required pursuant to this Settlement Agreement shall be submitted to the Board of Healing Arts, Attention: Complaint Coordinator, 235 S.W. Topeka Blvd., Topeka, Kansas 66603-3068.
- i. The Board designates Dr. West to review and approve/disapprove any proposed chaperone(s) or educational courses required under this Settlement Agreement; or any other issue that may arise in the implementation of this Settlement Agreement.

FINES / COSTS

- j. Licensee is hereby fined an amount not to exceed \$12,000. Such fine is payable in full to the "Kansas Board of Healing Arts" on or before June 1, 2010. Licensee may make monthly payments of \$1,000 for twelve (12) months. The initial payment is due on or before the 1st day of July, 2009, with the remainder of the monthly payments due on or before the first day

of each month thereafter. In the event that the Board does not receive a payment due and owing, the fine shall become immediately due and payable in full upon written notice by the Board to Licensee stating that payment has not been received.

- k. Licensee agrees to pay the costs incurred by the Board during the investigation. The costs include expert witness costs, costs charged by OAH, costs for transcription services and other investigative costs totaling \$3,299.50. Such costs are payable in full to the “Kansas Board of Healing Arts” on or before April 1, 2010.

PROBATION AND LIMITATION TIMEFRAME

- l. The above monitoring provisions and limitations are not self-terminating. After a period of three (3) years, Licensee may request modification or termination of the provisions. For any period of time that Licensee is not actively practicing medicine and surgery in Kansas, the monitoring provisions and limitations will remain in effect but will be tolled and not counted towards reducing the three (3) year timeframe.
17. Licensee’s failure to comply with the provisions of the Settlement Agreement may result in the Board taking further disciplinary action as the Board deems appropriate according to the Kansas Administrative Procedure Act and Kansas Healing Arts Act.
18. Nothing in this Settlement 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. 64-4921 et seq., that are known or unknown and are not covered under this Settlement Agreement, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act.

19. Licensee hereby releases the Board, its individual members (in their official and personal capacity), 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 Settlement Agreement. 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.
20. Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record and shall be reported to any reporting entities authorized to receive disclosure of the Settlement Agreement.
21. This Settlement Agreement, 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.

22. 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.
23. Licensee, by signature to this document, waives any objection to the participation of the Board members, including the Disciplinary Panel and General Counsel, in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member or General Counsel in any future proceedings on the basis that the Board member or General Counsel has received investigative information from any source which otherwise may not be admissible or admitted as evidence.
24. Licensee acknowledges that he has read this Settlement Agreement and fully understands the contents.
25. Licensee acknowledges that this Settlement Agreement has been entered into freely and voluntarily.
26. All correspondence or communication between Licensee and the Board relating to the Settlement Agreement shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Compliance Coordinator, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

27. 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 Settlement Agreement or may become effective subsequent to the execution of this document.
28. Upon execution of this Settlement Agreement by affixing a Board authorized signature below, the provisions of this Settlement Agreement shall become an Order under K.S.A. 65-2838. This Settlement Agreement shall constitute the Board's Order when filed with the office of the Executive Director for the Board and no further Order is required.
29. This Settlement Agreement constitutes disciplinary action.
30. The Board may consider all aspects of this Settlement Agreement in any future matter regarding Licensee.

IT IS THEREFORE ORDERED that the Settlement Agreement and agreement of the parties contained herein is adopted by the Board as findings of fact and conclusions of law.

IT IS FURTHER ORDERED that:

(Confidential)

a.

(Confidential)

b.

c.

d. Licensee shall at all times keep Board staff informed of all his current practice locations, addresses and telephone numbers. Licensee shall

provide the above information in writing to the Board within ten (10) days of any such change.

PROBATION: LIMITATIONS

- e. Licensee shall not practice medicine and surgery unless he complies with each of the following:
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- i. The Board designates Dr. Weis to review and approve/disapprove any proposed chaperone(s) or educational courses required under this Settlement Agreement; or any other issue that may arise in the implementation of this Settlement Agreement.

FINES / COSTS

- j. Licensee is hereby fined an amount not to exceed \$12,000. Such fine is payable in full to the "Kansas Board of Healing Arts" on or before June 1, 2010. Licensee may make monthly payments of \$1,000 for twelve (12) months. The initial payment is due on or before the 1st day of July, 2009, with the remainder of the monthly payments due on or before the first day of each month thereafter. In the event that the Board does not receive a payment due and owing, the fine shall become immediately due and payable in full upon written notice by the Board to Licensee stating that payment has not been received.
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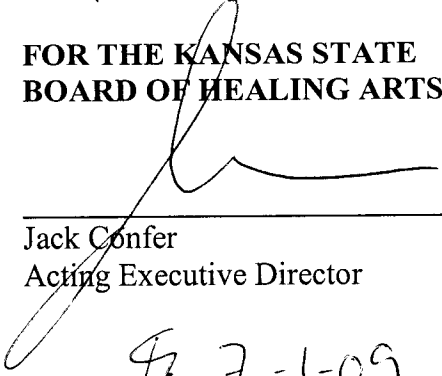
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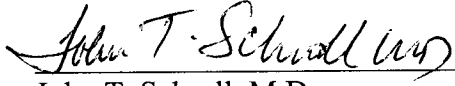
IT IS SO ORDERED on this 1st day of JULY, 2009.

**FOR THE KANSAS STATE
BOARD OF HEALING ARTS:**



Jack Confer
Acting Executive Director

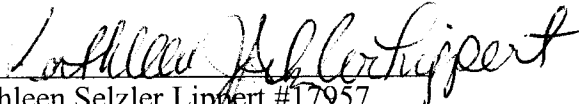
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Date



John T. Schroll, M.D.
Licensee

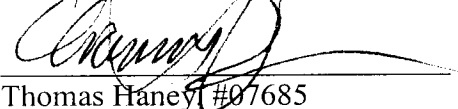
6/23/09
Date

PREPARED AND APPROVED BY:


Kathleen Selzler Lippert #17957

Litigation Counsel
Kansas Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068
785-296-0961

AGREED TO BY:


Thomas Haney #07685
Attorney for Licensee
Henson, Clark, Hutton, Mudrick & Gragson, LLP
2nd Floor,
100 S.E. 9th Street
P.O. Box 3555
Topeka, Kansas 66601-3555

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I served a true and correct copy of the Settlement Agreement by United States mail, postage prepaid, on this 2nd day of July, 2009, to the following:

John T. Schroll, M.D.
Licensee
12541 Foster
Suite 220
Overland Park, Kansas 66213

Thomas Haney,
Attorney for Licensee
Henson, Clark, Hutton, Mudrick & Gragson, LLP
2nd Floor,
100 S.E. 9th Street
P.O. Box 3555
Topeka, Kansas 66601-3555

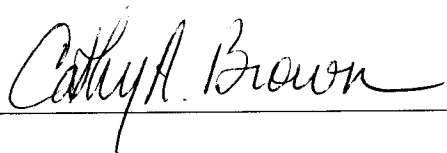
And the original was hand-filed with:

Jack Confer
Acting Executive Director
Kansas Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068

And a copy was hand-delivered to:

Kathleen Selzler Lippert #17957
Litigation Counsel
Kansas Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068

Complaint Coordinator
Kansas Board of Healing Arts
235 S.W. Topeka Blvd.
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