

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILED

DEC 12 1995

**KANSAS STATE BOARD OF
HEALING ARTS**

In the Matter of)
)
CHARLES EDWARD SCOTT, P.A.)
Applicant for Reinstatement)
_____)

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COMES NOW the Kansas State Board of Healing Arts ("Board") and Charles Edward Scott, P.A. ("Applicant") and stipulate and agree as follows:

1. The Board is the sole and exclusive administrative agency in the State of Kansas statutorily authorized to regulate the practice of the healing arts to include the practice of physicians' assistants pursuant to K.S.A. 65-2801 et seq.; K.S.A. 65-2896.

2. Applicant has made application to the Board for reinstatement of registration as a physician's assistant in the State of Kansas.

3. The Board has authority to issue a permanent registration to Applicant pursuant to K.S.A. 65-2896a.

4. Applicant was originally registered to practice as a physician's assistant in the State of Kansas on October 22, 1981. Applicant permitted his Kansas registration to lapse on December 31, 1990, (confidential)

5. On July 5, 1984, Applicant and the Board entered into a Stipulation (confidential)

(confidential)

On June 25, 1990, Applicant and the Board entered into a second Stipulation due to notification Applicant had ceased to be employed by any responsible physician (confidential)

(confidential)

Pursuant to this

Stipulation,

(confidential)

(confidential)

(confidential) and complete a program assessing his clinical competency. On March 15, 1994 Applicant and the Board entered into a third Stipulation; however, due to federal cutbacks, the conditions regarding responsible physician could not be fulfilled.

6. Based on the above information there is probable cause to believe grounds may exist for refusal to place Applicant's name on the register of physicians' assistants. Specifically, Applicant has not been employed as a physician's assistant at some time during the five years immediately preceding the date of his application for reinstatement pursuant to K.S.A. 65-2896b(a)(2).

7. It is the intent and purpose of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** ("Stipulation") to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. By executing this Stipulation, Applicant waives all procedural and due process requirements afforded to him by the Kansas Administrative Procedure Act, K.S.A. 1992 Supp. 77-501 et seq.

8. The terms and conditions of this Stipulation are entered into between the parties to become an Order of the Board which shall not become binding on the Board until a Board-authorized signature is affixed on the last page of this document. Applicant's signature on this document creates a unilateral contract binding Applicant to all the terms and conditions set forth in this Stipulation, whether or not a Board-authorized signature is affixed to this document. Applicant acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

9. Applicant agrees this Stipulation and the filing of this document are in accordance

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with the requirements of law, that the Board has jurisdiction to consider this Stipulation and that the Board is lawfully constituted to consider this matter. Applicant further agrees the laws pertaining to physicians' assistants, K.S.A. 65-2896-2897b, as set forth by statute and as recited in this Stipulation, is constitutional on its face and as applied in this case.

10. Applicant agrees that the following conditions be placed upon his registration to engage in the practice of the healing arts as a physician's assistant:

a. (confidential)

(confidential)

b. (confidential)

(confidential)

c. (confidential)

(confidential)

d. Applicant agrees his ability to practice as a physician's assistant and his registration as a physician's assistant are limited to performing services under the direction

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and supervision of his responsible physician, Camille Heeb, M.D., or any physician designated to provide direction and supervision within the scope of his employment by her. For purposes of this Stipulation, "direction and supervision" means the physical presence of the responsible or designated physician at the same location at all times Applicant is providing services as a physician's assistant.

e. Applicant agrees he shall not dispense, administer, or prescribe any substance listed in any schedule of the Uniform Controlled Substances Act.

f. Applicant agrees to immediately notify the Office of the Disciplinary Counsel of the Board if he ceases to be employed by Camille Heeb, M.D. and will not obtain a new responsible physician without prior approval of the Board.

11. This Stipulation shall be in effect for a period of at least three years effective the date a Board-authorized signature is placed on this Stipulation. Applicant may petition the Board for termination and/or modification of this Stipulation after the expiration of this time period.

12. Applicant's failure to comply with the provisions of this Stipulation will result in the Board taking disciplinary action in compliance with the Kansas Administrative Procedure Act. Applicant acknowledges that proof submitted to the Board by an affidavit or other form indicating Applicant has failed to meet the conditions of this Stipulation or any provision of the Healing Arts Act shall be deemed good and sufficient evidence to support an alleged violation of noncompliance with this Stipulation. Any breach of this Stipulation may result in the Board issuing a Summary Revocation Order of Applicant's registration to practice as a physician's assistant in which Applicant agrees not to contest, defend or challenge in any civil or administrative proceeding.

13. This Stipulation constitutes the entire agreement between the parties and may only

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be modified or amended by a subsequent document executed in the same manner by the parties.

14. This Stipulation is entered into freely and voluntarily, and Applicant agrees he has read and understands this Stipulation.

15. Applicant releases the Board, its employees and agents, from all claims, to man 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. 1993 Supp. 77-601 et seq. This release shall forever discharge the Board of any claims or demands of every kind and nature that Applicant claims to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected. 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 or the contents of this Stipulation.

16. Applicant understands and agrees that this document shall be deemed a public record upon Applicant signing this Stipulation, whether or not a Board-authorized signature appears on same. Applicant further acknowledges this Stipulation will be reported as such to any reporting entity requiring disclosure of this Stipulation.

17. Nothing in this agreement shall be construed to deny the Board jurisdiction to investigate alleged violations of the Healing Arts Act or to investigate alleged violations of the Healing Arts Act or to investigate complaints received under the Kansas Risk Management Law, K.S.A. 65-4921 et seq., that are unknown or not covered under the conditions of this Stipulation, or past acts unknown to the Board or subsequent acts.

18. All correspondence or communication by Applicant to the Board shall be by United

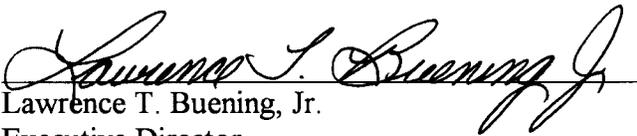
STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

States mail, first class, postage prepaid, addressed to the Kansas State Board of Healing Arts, Attention: Office of the Disciplinary Counsel, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

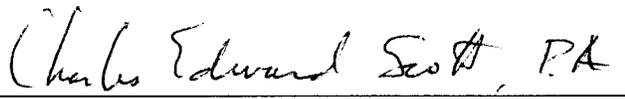
19. Upon execution of this Stipulation by the affixing of a Board-authorized signature below, the provisions of this Stipulation shall become an Order of the Board and shall be deemed a proper and lawful Enforcement Order pursuant to K.S.A. 65-2838(b) without further order. This Stipulation shall constitute the Order of the Board when filed with the office of the Executive Director for the Board.

IN WITNESS WHEREOF the parties have executed this agreement on this 12th day of December, 1995.

KANSAS STATE BOARD OF HEALING ARTS


Lawrence T. Buening, Jr.
Executive Director

December 12, 1995
Date

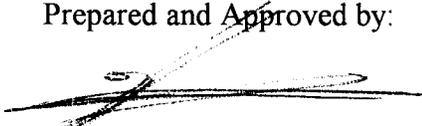

CHARLES EDWARD SCOTT, P.A.
Applicant

December 12, 1995
Date

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Charles Edward Scott, P.A.

Prepared and Approved by:



Kevin K. LaChance
Disciplinary Counsel
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603-3068
(913)296-7413

CERTIFICATE OF SERVICE

I, Kevin K. LaChance, Disciplinary Counsel of the Kansas State Board of Healing Arts, certify that on this 18th day of December, 1995, a true and correct copy of the above

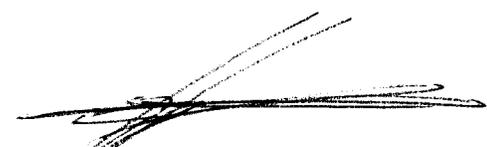
STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER was deposited in the

United States mail, first class, postage prepaid, addressed to the following:

Charles E. Scott
416 SW 4th St., #10
Topeka, Kansas 66603

and the original was hand-delivered to:

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



Kevin K. LaChance
Disciplinary Counsel

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