

**FILED**

MAY 7 1996

**KANSAS STATE BOARD OF HEALING ARTS**

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

In the Matter of	)	
	)	
<b>Gary Alan Simpson, M.D.</b>	)	Case No. 95-00115
Cancelled License No. 04-19425	)	
Application for Reinstatement	)	
_____	)	

**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**

**COMES NOW**, the Kansas State Board of Healing Arts (hereinafter referred to as "Board") by and through Lori Miskel McNett, Associate Counsel, and Gary Alan Simpson, M.D. (hereinafter referred to as "Applicant"), and stipulate and agree as follows:

1. The Board is the sole and exclusive regulatory agency in the State of Kansas regarding 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. Applicant has made application to the Board for reinstatement of license to engage in the practice of medicine and surgery in the State of Kansas.
3. Applicant was originally licensed to practice medicine and surgery in the State of Kansas on December 5, 1981. Applicant allowed his license to be cancelled on or about October 1, 1984 for failure to renew.

(confidential)

(confidential)

6. Such acts or conduct as set forth above constitute grounds for disciplinary action by the Board pursuant to provisions of the Healing Arts Act. K.S.A. 65-2836(c). Under the provisions of K.S.A. 65-2838(a), the Board has jurisdiction to impose appropriate discipline if an Applicant of the Board has engaged in any commissions or omissions to bring the Applicant 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 and Agreement and Enforcement Order ("Stipulation").

7. It is the intent and purpose of this Stipulation to provide for settlement of all issues without the necessity of proceeding to a formal hearing. K.S.A. 65-2838(b). Applicant voluntarily and affirmatively waives his right to a hearing pertaining to any matter under the jurisdiction of the Board regarding his application to engage in the practice of medicine and surgery. Applicant 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.

8. The terms and conditions of the Stipulation are entered into between the undersigned parties and the Stipulation is submitted for the purpose of allowing these terms and conditions to become an Order of the Board.

9. This Stipulation shall not be binding on the Board until an authorized signature is affixed at the end of this document. Upon signature by Applicant to this document, it shall be deemed a unilateral contract and agreement and shall bind Applicant to the terms and conditions set forth in

the Stipulation whether or not the Board's signature is affixed to the document. Applicant specifically acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

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

a. The Board is the duly authorized administrative agency of the State of Kansas with appropriate statutory authority to regulate the practice of the healing arts to include the practice of medicine and surgery in the State of Kansas.

b. Applicant admits that this 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. Applicant further notes that the Kansas Healing Arts Act is constitutional on its face and as applied in this case. Applicant further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.

c. In lieu of formal proceedings and/or findings by the Board, Applicant, by signature attached to this Stipulation, hereby voluntarily agrees to the conditions placed on his license herein to engage in the practice of the medicine and surgery in the state of Kansas.

d. Applicant hereby agrees to a limitation, restriction and condition of his license to engage in the practice of medicine and surgery in the State of Kansas based on the following specific conditions:

(i) Applicant agrees that his license to practice medicine and surgery is hereby limited to the extent that he will not practice obstetrics in the State of Kansas.

(ii) Applicant will not apply for termination of the limitation described immediately above until he has attended and successfully completed a six (6) month residency program in obstetrics approved by the Board.

(iii) Applicant agrees that he will provide to all patients a Patient Information Sheet listing all medical procedures and treatment Applicant will not provide, including but not limited to those in the area of gynecology, obstetrics, and family planning. Applicant further agrees that should any patient request a referral to another health care provider to obtain medical care not provided by Applicant, Applicant will make the referral.

(iv)

(confidential)

(confidential)

(v)

(confidential)

(confidential)

Applicant's agreement to the limitations, conditions, and restrictions of his license are evidenced by his signature affixed to this document.

e. Applicant'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.

f. 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 subsequent acts which are unknown to the Board, or to initiate formal proceedings based upon known or unknown allegations of the violations of the Healing Arts Act.

g. This Stipulation and Agreement 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.

h. Applicant acknowledges that he has read the Stipulation and Agreement and fully understands the contents.

i. Applicant hereby 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 Applicant has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and 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 the Stipulation and Agreement or the contents of this Stipulation and Agreement.

j. Applicant acknowledges that this Stipulation and Agreement has been entered into freely and voluntarily.

k. Applicant acknowledges that this document shall be deemed a public record upon Applicant's signing this document, whether or not an authorized Board's signature appears on the same.

11. All correspondence or communication between Applicant and the Board shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Office of the Disciplinary Counsel, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

12. Applicant 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 and Agreement or may become effective subsequent to the execution of this document.

13. Applicant has an affirmative duty to notify the Board of changes in his personal professional status which would inhibit the compliance with the above conditions in the Stipulation and Agreement or subsequent enforcement order.

14. Upon execution of this Stipulation and Agreement by this affixing of a Board authorized signature below, the provisions of this Stipulation and Agreement 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 and Agreement and Enforcement Order 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 7<sup>th</sup> day of

May, 1996.

KANSAS STATE BOARD OF HEALING ARTS

Lawrence T. Buening, Jr.  
Lawrence T. Buening, Jr.  
Executive Director

May 7, 1996.  
Date

Gary Alan Simpson M.D.  
Gary Alan Simpson, M.D.  
Applicant

April 11, 1996  
Date

Prepared and Approved as to form by:

Lori M. McNett  
Lori M. McNett, #17223  
Associate Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603-3068  
(913)296-7413

James Long, Esq.  
James Long, Esq.  
Andersen and Long  
Counsel for Applicant  
125 N. Market, Suite 1416  
Wichita, Kansas 67202

**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**  
**Gary Alan Simpson, M.D.**

**CERTIFICATE OF SERVICE**

I, Lori Miskel McNett, hereby certify that on the 7<sup>th</sup> day of May,  
1996, 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, to the following:

James Long, Esq.  
Andersen and Long  
125 N. Market, Suite 1416  
Wichita, Kansas 67202

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

  
Lori Miskel McNett