

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

F I L E D

APR 10 2000

In The Matter Of)
Robert W. Stafford, M.D.)
Kansas License No. 4-15788)
_____)

KANSAS STATE BOARD OF
HEALING ARTS

Case No. 00-HA-26

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COME NOW, the Kansas State Board of Healing Arts ("Board") by and through Shelly R. Wakeman, Disciplinary Counsel, and Kelli J. Benintendi, Associate Counsel ("Petitioner"), and Robert W. Stafford, M.D. ("Licensee"), by and through counsel, Brian C. Wright of Turner & Boisseau, Chtd., 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 04-15788 on June 14, 1974. 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, 1999.

6. Pursuant to K.S.A. 65-2836(k), there are grounds for initiation of disciplinary action by the Board due to Licensee's violation of the Journal Entry of Agreed Upon Final Order of Limitation and Order of Continuance ("Final Order") filed April 9, 1998.

7. 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 any matter within the jurisdiction of the Board regarding his license to engage in the practice of medicine and surgery. 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.

9. The terms and conditions of the Stipulation are entered into between the undersigned parties. They 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 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 action and limitations placed on his license to engage in the practice of medicine and surgery in the State of Kansas, which shall replace all previous limitations placed on his license:

- (i) Licensee shall change the status of his license to inactive status until such time as he has complied with the pre-practice observation requirement set forth below in paragraph 10 (a)(vii), and is prepared to commence practicing medicine in an office setting.

- (ii) The number of patients seen per day in Licensee's office practice, including work-ins, emergencies and all other patients, shall be limited to no more than forty-five (45) patients if Licensee utilizes a Physician's Assistant in his practice, and no more than (30) patients if he does not utilize a Physician's Assistant. This number shall not include patients who come to the office for other services such as blood work, x-rays, and blood pressure readings, where the Licensee or a Physician's Assistant do not see the patient. If Licensee or a Physician's Assistant subsequently see a patient who presents for other services, that patient shall count toward the number of patients seen per day.
- (iii) Licensee shall dictate all office notes for patients' charts within one (1) working day of the patient visit. All office notes shall include the date of patient visit, date of dictation, date of transcription and the initials of the transcriber. All notes shall be transcribed within one (1) week of dictation.
- (iv) Licensee shall at all times fully comply with K.A.R. 100-60-10 if a Physician's Assistant is utilized in Licensee's practice.
- (v) Licensee's office practice shall be subject to random inspections by Board investigators, which shall include, but not be limited to, inspections of medical records, reviews of daily patient schedules, interviews with office staff, and other inquiries or reviews as deemed necessary and reasonable by Board staff to determine compliance with the terms of this Stipulation. Licensee shall make reasonable efforts to accommodate the investigators; if the inspection occurs during office hours, the investigators shall perform their work in an unobtrusive manner.
- (vi) Licensee shall at his own expense have a practice monitor who is an internal medicine physician licensed in the State of Kansas, and shall be approved by the Board or the Board's designee. Licensee is responsible for proposing a practice monitor to the Board for approval.
- (vii) Prior to returning to active practice, Licensee shall observe the practice monitor's own office practice for at least fifteen (15) hours. Such observation period shall include time spent observing the practice monitor's patient appointments, dictation of patient charts, the delegation of work to nursing staff and/or physician extender staff, and routine matters such as returning phone calls, reviewing labs and consultation reports. The practice monitor shall report to Board staff once Licensee has completed the observation period and shall indicate the aspects of practice which were observed by Licensee.
- (viii) Upon Licensee's return to active practice, Licensee shall meet with the practice monitor at least once a month to discuss the status of his practice and compliance with this Stipulation. At least once per quarter, the practice monitor shall spend at least two (2) hours observing Licensee's office practice to check compliance with the Stipulation.

- (ix) Licensee shall ensure the practice monitor submits quarterly reports to the Board summarizing the monthly visits, including the dates and amount of time spent in monthly meetings, the items discussed at such meetings, the date(s) of practice observation and the aspects of practice observed. The quarterly reports shall also specify any areas of concern and recommendations for addressing those issues.
- (x) The quarterly reports are due on the 15th of the month following the end of each quarter. The first quarterly report is due in the month following the end of the first quarter in which Licensee is actively practicing medicine in an office setting. Before the first report is due, the practice monitor shall review the Stipulation and participate in a telephone conference with counsel for the parties. Failure of the practice monitor to submit the quarterly reports shall constitute a violation of the terms of this Stipulation and may result in further disciplinary action.
- (xi) Licensee shall pay to the Board costs of this matter, in the amount of \$909.49. Licensee shall pay such costs to the Board within thirty (30) days after the Board's approval of this Stipulation.

(b) This Order constitutes disciplinary action and limitations on Licensee's license to practice medicine and surgery in the State of Kansas. The limitations regarding the practice monitor shall remain in effect for at least one year, and Licensee may request termination of those limitations at the end of one (1) year. All other limitations shall remain in effect for at least three (3) years, unless modified. At the end of three (3) years, Licensee may request the termination of the Stipulation.

(c) Nothing in this subsection is intended to prevent the subject matter of this Stipulation from being used as evidence, in conjunction with any future violations by Licensee of the disciplinary provisions of the Healing Arts Act.

(d) Licensee's failure to substantially comply with the provisions of this Stipulation may result in the Board initiating disciplinary action to immediately suspend Licensee's license pursuant to and in compliance with the Kansas Administrative Procedure Act. If Licensee is not engaged in

the active practice of medicine and surgery in an office setting for a period of thirty (30) consecutive days or longer, or is exclusively practicing outside the State of Kansas, Licensee shall notify the Board in writing. The length of time the Stipulation remains in effect and the reporting provisions of this Stipulation which have specific timeframes will be tolled during such period(s) and not be counted in reducing said timeframes. Any extension of time or grace period for reporting granted by Board staff shall not be a waiver or preclude the Board's right to take action at a later time. The Board shall not be required to grant future extensions of time or grace periods.

(e) 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.

(f) Licensee hereby releases the Board, its individual members (in their official and personal capacities), its attorneys, employees and agents (hereinafter individually or jointly referred to as "Releasees"), from any and all claims and causes of action, 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 from any and all claims or demands of every kind and nature that Licensee has claimed to have had or might have had, either known or unknown, suspected or unsuspected, and Licensee at the time of this release shall not commence to prosecute, cause or permit to be prosecuted, any action or proceeding of any description against the Releasees.

(g) Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record, and shall be reported to the National Practitioner

Databank, Federation of State Medical Boards, and any other reporting entities requiring disclosure of this Stipulation.

(h) 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.

(i) 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.

(j) 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.

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

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

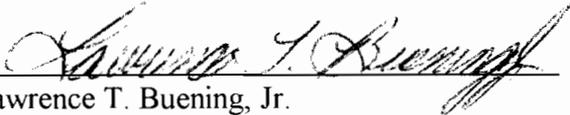
(m) All correspondence or communication between Licensee and the Board relating to this Stipulation shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Kelli J. Benintendi, Associate Counsel, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

(n) 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.

(o) 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 10th day of April, 2000.

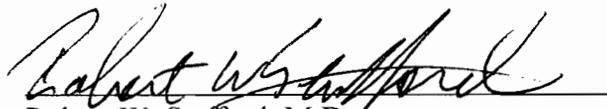
KANSAS STATE BOARD OF HEALING ARTS



Lawrence T. Buening, Jr.
Executive Director

April 10, 2000

Date



Robert W. Stafford, M.D.
Licensee

3/20/00

Date

Prepared By:



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Approved By:



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TURNER & BOISSEAU, Chtd.
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Great Bend, Kansas 67530
(316) 792-1869

Attorney for Licensee

CERTIFICATE OF SERVICE

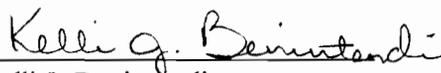
I, Kelli J. Benintendi, Associate Counsel for the Kansas Board of Healing Arts, hereby certify that I served a true and correct copy of the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** by United States mail, postage prepaid, on this 10th day of April, 2000, to the following:

Robert W. Stafford
101 Countryside Drive
Hutchinson, Kansas 67502

Brian C. Wright
TURNER & BOISSEAU, Chtd.
P.O. Box 1585
Great Bend, Kansas 67530

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


Kelli J. Benintendi
Associate Counsel