

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

NOV 04 1992

**KANSAS STATE BOARD OF
HEALING ARTS**

IN THE MATTER OF)
MITCHELL A. STARR, D.P.M.)
KANSAS LICENSE NO. 00236)
issued MAY 11, 1990)

CASE NOS. 92-00206

**STIPULATION AND AGREEMENT
AND ENFORCEMENT ORDER**

COMES NOW, the Kansas State Board of Healing Arts (Board) and Mitchell A. Starr, D.P.M. (Licensee) 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 podiatry.

2. Licensee was currently licensed in the State of Kansas authorized to engage in the practice of podiatry having been issued License No. 00236, issued originally on May 11, 1990.

3. On or about December 13, 1991, information was provided to the Board which indicated that Licensee had a possible inability to engage in the practice of podiatry with an applicable standard of care as recognized in Kansas, (confidential)

(confidential)

(confidential)

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(confidential)

(confidential)

(confidential) Under the provisions of K.S.A. 1991 Supp. 65-2838(b), the Board has the authority to enter into this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

5. It is the intent and purpose of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. The terms and conditions of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** are entered into between the undersigned parties and is submitted for the purpose of allowing these terms and conditions to become an Order of the Board.

This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** shall **NOT** become binding on the Board until an authorized signature is affixed on the last page of this document. Upon signature by

Licensee to this document it shall be deemed a unilateral contract and agreement and shall bind Licensee to all terms and conditions set forth in the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** whether or not the Board signature is affixed to the document. Licensee acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

6. 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 in the State of Kansas with appropriate statutory authority to regulate the practice of the healing arts to include the practice of podiatry.

b) Licensee admits that this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** and is lawfully constituted to consider this matter to include consideration of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

Licensee further acknowledges that the Kansas Healing Arts Act as set forth in the statute and is recited in the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** is constitutional on its face and as applied in this case.

Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.

Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** as it relates to the Kansas Healing Arts Act.

c) In lieu of presenting the investigative data to the Board, Dr. Starr stipulates and agrees as follows:

i) There will be no findings as to the underlying allegations and there will be no admission of violation or liability on Dr. Starr's part.

ii) Dr. Starr shall, on or before September 24, 1992 voluntarily surrender his license to engage in the practice of podiatry in the State of Kansas.

iii) Licensee agrees that he will not apply for reinstatement in Kansas at any time in the future.

iv) The Kansas State Board of Healing Arts reserves the right to modify any element of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

d) Licensee does not admit as true any allegations in paragraph 3 of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**. However, Licensee will not contest or dispute said allegations. It is the intent and purpose

of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** to provide for settlement of all such issues without the necessity of proceeding to a formal disciplinary hearing.

e) Licensee further understands and agrees that by entering into this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**, he is waiving his right to a hearing. Licensee voluntarily and knowingly waives his rights to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, to conduct such cross-examination of witnesses as maybe desired and to waive any and all substantive and procedural motions and defenses that could be raised if an administrative hearing would be held.

7. Nothing in the agreement shall be construed to deny the Board jurisdiction to investigate the 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 that are not covered under the conditions of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** or past acts which are unknown to the Board or subsequent acts.

8. This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** 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.

9. Licensee acknowledges that the **STIPULATION AND**

AGREEMENT AND ENFORCEMENT ORDER has been entered into freely and voluntarily given.

10. Licensee hereby releases the Kansas State Board of Healing Arts, its employees and agents, from all claims to mean those damages, actions, liabilities and causes of actions, both administrative and civil. 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 AND AGREEMENT AND ENFORCEMENT ORDER** or the content of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

11. Licensee acknowledges he has read or has had read to him all of the numbered paragraphs above, 1 through 10, that Licensee fully understands the contents and has received a copy of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

IN WITNESS WHEREOF the parties have executed this agreement on this 4th day of November, 1992.

KANSAS STATE BOARD OF HEALING ARTS



Rex Wright, D.C.
Kansas Board of Healing Arts President

11-4-92

Date



Mitchell A. Starr, D.P.M.
Licensee



Date

Prepared and Approved by:



Debra L. Billingsley
Disciplinary Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603
(913) 296-7413

STIPULATION AND AGREEMENT
MITCHELL A. STARR, D.P.M.

CERTIFICATE OF SERVICE

I, Debra L. Billingsley, Disciplinary Counsel, Kansas State Board of Healing Arts, hereby certify that I served a true and correct copy of the attached **STIPULATION AND AGREEMENT and ENFORCEMENT ORDER** by United States Mail, postage prepaid, on this 4th day of November, 1992 to the following:

Mitchell A. Starr, D.P.M.
12840 W. 88th St. Circle Apt. 42
Lenexa, Kansas 66215


Debra L. Billingsley