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BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

KANSAS STATE BOARD OF
HEALING ARTS

In the Matter of)
)
RONALD D. SUMMERS, M.D.)
Kansas License No. 21480)

Case No. 92-00131

STIPULATION AND AGREEMENT

COMES NOW, the Kansas State Board of Healing Arts (Board) by and through Steve A. Schwarm, Board Litigation Counsel and Ronald D. Summers, M.D. (Licensee) by and through J.C. Hambrick, Jr., Esq. 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.

2. Licensee holds license number 21480 and is currently licensed to engage in the practice of medicine and surgery in the State of Kansas.

3. (confidential)

(confidential)

(confidential)

4. (confidential)

(confidential)

5. It is the intent and purpose of this Stipulation and Agreement 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 are entered into between the undersigned parties and is submitted for the purpose of allowing those terms and conditions to become an Order of the Board.

This Stipulation and Agreement 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 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 a duly authorized administrative agency of the State of Kansas with the appropriate statutory authority to regulate the practice of the healing arts in the State of Kansas.

b) Licensee admits that this Stipulation and Agreement 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 is lawfully constituted to consider this matter to include consideration of this Stipulation and Agreement.

Licensee further acknowledges that the Kansas Healing Arts Act as set forth in the Statute and as recited in the Stipulation and Agreement 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 provisions of law.

Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance

of this Stipulation and Agreement as it relates to the Kansas Healing Arts Act.

c) In lieu of presenting investigative data to the Board, Dr. Summers stipulates and agrees to the following probationary conditions, restrictions and limitations:

i. (confidential)
(confidential)

ii. (confidential)
(confidential)

(confidential)

(confidential)

(confidential)

(confidential)

iii. Licensee shall enter into a Kansas Healing Arts Compliance Monitoring Program with an accepted and authorized supervising physician within fourteen (14) days of the date of acceptance of the Stipulation and Agreement if Licensee intends to engage in the practice of medicine and surgery in Kansas and shall remain in such supervisory relationship for a period of not less than three hundred and sixty-five (365) days from the date of this agreement. Such Kansas Healing Arts Compliance Monitoring Program shall be applicable only if Licensee engages in the practice of medicine and surgery in the State of Kansas regardless of the length or nature of the practice of medicine and surgery. Should Licensee return to the State of Kansas to engage in the practice of medicine and surgery subsequent to the signing of this document, the Kansas Healing Arts Compliance Monitoring Program must be entered into and finalized prior to Licensee's practice in Kansas. The proposed Supervisory Agreement between Licensee and the supervising physician shall be approved by the Board or Board designee. The supervisory period shall begin upon

the approval of the supervisor and Supervisory Agreement by the Board or the Board designee. Prior approval must be obtained by the Board or the Board designee for any request for change in the Supervisory Agreement or designated supervisor. In an event, not within the control of the Licensee regarding the change of supervisor, the Board or Board designee shall be notified within five (5) calendar days by Licensee. The focus of the supervisory relationship shall be a review of Licensee's ongoing professional practice in medicine and surgery in compliance with the Kansas Healing Arts Act. Supervisory reports from the supervising physician shall be submitted to the Board or Board designee every quarter due on the tenth (10th) calendar day of the month immediately following the quarterly period. The quarterly report shall contain information to include the overall practice of Licensee and his compliance or non-compliance with all provisions of the Kansas Healing Arts Act. Such Supervisory Agreement must be submitted to the Board or Board designee no later than the fourteenth (14th) calendar day after the signing of this agreement for such to be approved by the Board or Board designee. Failure to submit such Supervisory Agreement to the Board or Board designee by the close of business on the fourteenth (14th) calendar day from the signing of this

agreement will be deemed Licensee's desire not to enter into such agreement. Licensee shall meet with the supervising physician no less than two (2), one-hour sessions per month. The first reporting period shall end March 31, 1992 with the first report due April 10, 1992. Such quarterly supervisory reports shall indicate Licensee's compliance or non-compliance with all provisions of the Kansas Healing Arts Act.

Licensee agrees to take responsibility for causing the above quarterly reports to be submitted to the Board or Board designee.

iv. In addition to the supervisory reports as set forth under the Kansas Healing Arts Compliance Monitoring Program, Licensee shall additionally submit quarterly reports stating that he has been in compliance with all conditions of the Stipulation and Agreement with such reports being due on the 10th calendar day immediately following the quarterly period as stated above.

d) Licensee does not admit as true the allegations contained in paragraph 3 of this Stipulation and Agreement. However, Licensee will not contest nor dispute said allegations. It is the intent and purpose of this Stipulation and Agreement 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, Licensee is waiving 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, 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.

7. Nothing in this 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 or past or subsequent acts which are unknown to the Board.

8. This Stipulation and Agreement 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 this Stipulation and Agreement 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 or the content of this Stipulation and Agreement.

11. Licensee acknowledges he has read or has had read to him all the numbered paragraphs above, 1 through 10, and Licensee fully understands the contents and has received a copy of this Stipulation and Agreement.

IN WITNESS WHEREOF the parties have executed this agreement on this 11th day of April, 1992.

KANSAS STATE BOARD OF HEALING ARTS

By:

John P. White
John P. White, D.O.
Board President

April 11, 1992
Date

Ronald D. Summers
Ronald D. Summers, M.D.
Licensee

~~Date~~ _____

Prepared and Approved by:



Steve A. Schwarm, #13232
Litigation Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603
(913) 296-7413

Approved by:



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Schulz, Bender, Maher & Blair
8320 North Oak Trafficway, Suite 220
Kansas City, MO 64118

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Ronald D. Summers, M.D.