

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

F I L E D

JUN 1 8 1996

In the Matter of)
)
Max E. Teare, M.D.)
Kansas License No. 04-10693)
_____)

**KANSAS STATE BOARD OF
HEALING ARTS**

Case No. 94-00259

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts (hereinafter "Board") and Max E. Teare, M.D., (hereinafter "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 medicine and surgery. K.S.A. 65-2801 et seq., K.S.A. 65-2869.

2. Licensee is licensed in the State of Kansas and authorized to engage in the practice of medicine and surgery having been issued license number 04-10693 on June 15, 1954.

3. The Board has jurisdiction pursuant to K.S.A. 65-2836 and 65-2838(a) to revoke, suspend or otherwise limit a license if Licensee has committed an act in violation of the Healing Arts Act, specifically K.S.A. 65-2836(b) as defined by K.S.A. 65-2837(b)(16). Under the provisions of K.S.A. 65-2838(b), the Board has the authority to enter into this Stipulation and Agreement and Enforcement Order (hereinafter "Stipulation").

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER
Max E. Teare, M.D.

4. It is the intent and purpose of this Stipulation to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. K.S.A. 65-2838(b). Licensee voluntarily and affirmatively waives his right to a hearing pertaining to any matter under 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, 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.

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

6. This Stipulation shall not become binding on the Board until an authorized signature is affixed at the end 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 this Stipulation 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.

7. 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 medicine and surgery in the State of Kansas.

b. Licensee admits this Stipulation and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider this Stipulation and is lawfully constituted to consider this matter to include consideration of this Stipulation. Licensee further notes that the Kansas Healing Arts Act 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.

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

d. Licensee 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. Licensee agrees that his license will be limited to that of exempt status pursuant to K.S.A. 65-2809(f). Licensee further agrees that his practice is limited to the treatment of his immediate family only. "Immediate family" is defined as spouse, sons and daughters.

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

e. Licensee'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 Kansas Risk Management Law, K.S.A. 65-4921 et seq. that are unknown or not covered under the conditions of this Stipulation, or subsequent acts which are unknown to the Board to initiate formal proceedings based upon known or unknown allegations of the violations of the Healing Arts Act.

g. This Stipulation 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.

h. Licensee hereby releases the Board, its employees and agents, from all claims, to mean 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. 77-601 et seq. 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 or the content of this Stipulation.

i. 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.

j. Licensee acknowledges that he has read this Stipulation and fully understand the contents.

k. Licensee acknowledges that this Stipulation has been entered into freely and voluntarily.

8. All correspondence or communication between Licensee 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.

9. 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.

10. 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.

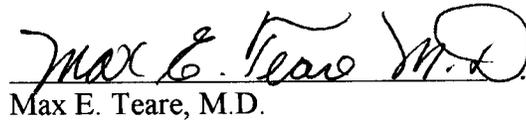
IN WITNESS WHEREOF, the parties have executed this agreement on this 18th
day of June, 1996.

KANSAS STATE BOARD OF HEALING ARTS



Lawrence T. Buening, Jr.
Executive Director

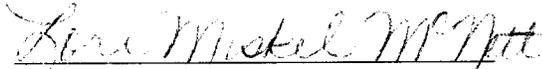
June 18, 1996
Date



Max E. Teare, M.D.

Jan 23, 1996
Date

Prepared and approved by:



Lori Miskel McNett, #17223

Associate Counsel

Kansas State Board of Healing Arts

235 S. Topeka Blvd.

Topeka, Kansas 66603-3068

(913) 296-7413

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

Max E. Teare, M.D.

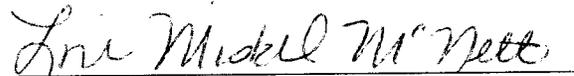
CERTIFICATE OF SERVICE

I, Lori Miskel McNett, hereby certify that on the 18th day of June, 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:

Max E. Teare, M.D.
1007 Davis Street
Garden City, Kansas 67846

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