

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

F I L E D

DEC 24 1997

KANSAS STATE BOARD OF
HEALING ARTS

In the Matter of)
Kevin C. Wright, M.D.)
Applicant for Licensure by Endorsement)
_____)

Case No. 98-00244

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COMES NOW the Kansas State Board of Healing Arts ("Board") by and through Kevin K. LaChance, Disciplinary Counsel, and Kevin C. Wright, M.D. ("Applicant"), and stipulate and agree to certain terms. Stacy L. Cook, Associate Counsel, as been designated to pursue this matter on behalf of Disciplinary Counsel. Disciplinary Counsel and Applicant agree as follows:

1. The Board is the sole and exclusive administration 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. Applicant 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. Applicant agrees that the Kansas Healing Arts Act is constitutional on its face and as applied in this case.
4. Applicant agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.
5. Applicant applied for licensure by endorsement to practice medicine and surgery in

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the State of Kansas pursuant to K.S.A. 65-2833. Applicant is currently licensed to practice medicine and surgery in the states of Illinois, Missouri, and Oklahoma.

6. Applicant answered affirmatively to questions numbered 5, 6, and 18 on the Application for Endorsement. Specifically, Applicant answered that he was suspended for three (3) days from the Radiology Residency at Truman Medical Center, that he was asked to resign an employment position, and that he is currently a defendant in a legal action involving professional liability.

7. An investigation into these claims was initiated by the Board on or about November 25, 1997. Applicant is in the process of providing the Board with additional information and documentation regarding the suspension at Truman Medical Center and his resignation.

8. The Board has determined that there may be probable cause to believe grounds exist to deny Applicant's application for licensure by endorsement based upon Applicant's application.

9. Applicant has made proper application for a license by endorsement, has the required qualifications for such license, and has paid the prescribed fees. Applicant is thus eligible to receive a temporary permit to practice medicine and surgery in the State of Kansas pursuant to K.S.A. 65-2811, absent the above-noted potential disciplinary impediments to licensure.

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

(a) Applicant will be issued a temporary permit to practice medicine and surgery in the State of Kansas effective until the next regularly scheduled Board meeting in February, 1998, at which time Applicant's application will be presented to the Board for review and consideration.

Applicant understands and agrees that no property rights accrue out of the issuance of such temporary permit.

(b) Upon review and consideration of Applicant's application, the Board may extend the effective date of the temporary permit, may grant permanent licensure (with or without limitations), or may deny the application for licensure.

(c) Applicant agrees that should the Board deny his application for licensure by endorsement, Applicant's temporary permit will be immediately canceled.

(d) 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 to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act, including the information which provides the basis for this Stipulation.

(e) This Stipulation 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.

(f) Applicant acknowledges that he has read the Stipulation and fully understands its contents. Applicant acknowledges that this Stipulation has been entered into freely and voluntarily.

(g) Applicant hereby releases the Board, its employees and agents, from any and all claims, including but not limited to, 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 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 this Stipulation or the content of this Stipulation.

(h) Applicant acknowledges that this document shall be deemed a public record upon Applicant's signing this document and Board acceptance of the terms of this document. Applicant acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

(i) The Board acknowledges that this Stipulation is not a disciplinary action and therefore the Board is not required to make a report to the National Practitioner Databank, the Federation of State Medical Boards, or other reporting agencies.

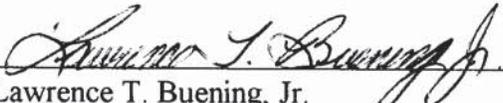
11. All correspondence between Applicant and the Board regarding this Stipulation shall be by certified mail addressed to: Kansas State Board of Healing Arts, ATTENTION: Office of the Disciplinary Counsel, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

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 or may become effective subsequent to the execution of this document.

13. Upon execution of this Stipulation by the affixing of a Board authorized signature below, the provisions of this Stipulation 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 shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further

Order is required.

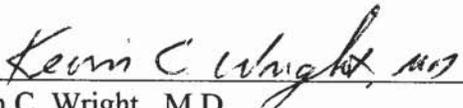
KANSAS STATE BOARD OF HEALING ARTS



Lawrence T. Buening, Jr.
Executive Director

December 24, 1997

Date



Kevin C. Wright, M.D.

12-23-97

Date

Prepared By:



Stacy L. Cook, #16385
Associate Counsel
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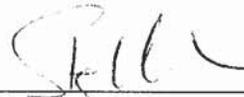
CERTIFICATE OF SERVICE

I, Stacy L. Cook, Associate Counsel, Kansas Board of Healing Arts, hereby certify that I served a true and correct copy of the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** by Federal Express mail, on this 24th day of December, 1997, to the following:

Kevin C. Wright, M.D.
Radiology Department
St. John's Regional Medical Center
2727 McClelland Blvd.
Joplin, Missouri 64804-1695

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



Stacy L. Cook