

**IN AND BEFORE THE OKLAHOMA STATE BOARD
OF MEDICAL LICENSURE AND SUPERVISION
STATE OF OKLAHOMA**

FILED

STATE OF OKLAHOMA)
EX REL. THE OKLAHOMA BOARD)
OF MEDICAL LICENSURE)
AND SUPERVISION,)

MAR 08 2012

OKLAHOMA STATE BOARD OF
MEDICAL LICENSURE & SUPERVISION

Plaintiff)

v.)

Case No. 11-03-4191

RICHARD D. RANNE, M.D.,)
LICENSE NO. 17126,)

Defendant.)

VOLUNTARY SUBMITTAL TO JURISDICTION

Plaintiff, the State of Oklahoma, ex rel. the Oklahoma State Board of Medical Licensure and Supervision (the "Board"), by and through its attorney, Elizabeth A. Scott, Assistant Attorney General for the State of Oklahoma and the staff of the Board, as represented by the Secretary of the Board, Gerald C. Zumwalt, M.D., and the Executive Director of the Board, Lyle Kelsey, and the Defendant, Richard D. Ranne, M.D., Oklahoma license no. 17126, who appears in person and through counsel, Linda Scoggins and Nick Slaymaker, offer this Agreement for acceptance by the Board *en banc* pursuant to Section 435:5-1-5.1 of the Oklahoma Administrative Code ("OAC").

AGREEMENT AND ACKNOWLEDGMENT BY DEFENDANT

By voluntarily submitting to jurisdiction and entering into this Order, Defendant pleads guilty to the allegations set forth herein from, and in resolution of, the Complaint and Citation filed herein on September 23, 2011, and further acknowledges that a hearing before the Board would likely result in some sanction under the Oklahoma Allopathic Medical and Surgical Licensure and Supervision Act (the "Act").

Defendant, Richard D. Ranne, M.D., states that he is of sound mind and is not under the influence of, or impaired by, any medication or drug and that he fully recognizes his right to appear before the Board for evidentiary hearing on the allegations made against him. Defendant hereby voluntarily waives his right to a full hearing, submits to the jurisdiction of the Board and agrees to abide by the terms and conditions of this Order. Defendant acknowledges that he has read and understands the terms and conditions stated herein, and that this Agreement has been reviewed and discussed with him and his legal counsel.

PARTIES' AGREEMENT AND STIPULATIONS

Plaintiff, Defendant and the Board staff stipulate and agree as follows:

Findings of Fact

1. The Board is a duly authorized agency of the State of Oklahoma empowered to license and oversee the activities of physicians and surgeons in the State of Oklahoma pursuant to 59 Okla. Stat. §§ 480 *et seq.*

2. Defendant, Richard Douglas Ranne, M.D., holds Oklahoma license no. 17126 and at the time of the events in question, practiced as a general surgeon in Tulsa, Oklahoma.

3. On or about September 24, 2008, a malpractice claim relating to a heart surgery performed by Defendant was settled and reported to the National Practitioner Data Bank.

4. On or about August 24, 2009, Defendant submitted his Application for Renewal of Oklahoma License for the period October 2, 2009 through October 1, 2010. On his Application for Renewal, Defendant was asked the following question: "Since the last renewal...[h]ave you had any adverse judgment, settlement, or award against you arising from a professional liability claim?" In response to this question, Defendant answered "NO". Defendant asserts that he answered "no" because the claim was settled on September 24, 2008, which was before, not since, the last renewal of October 2, 2008 through October 1, 2009. Defendant was also asked the following question: "Since the last renewal...[h]ave you been reported to the National Practitioner Data Bank (NPDB) or to the Healthcare Integrity and Protection Data Bank (HIPDB)?" In response to this question, Defendant answered "NO". Defendant asserts that he answered "no" because the settlement of the claim was reported on September 24, 2008, which was before, not since, the last renewal of October 2, 2008 through October 1, 2009. Defendant's last renewal was filed August 22, 2008. Defendant had in fact settled a professional liability claim and was reported to the NPDB during this time between his renewals. Defendant asserts that the questions on the renewal form, which are quoted above, asked if he had settled a malpractice claim and been reported to the NPDB "[s]ince the last renewal", not during the time in between his renewals.

5. Beginning on or about April 30, 2010 and continuing through May 27, 2010, Defendant was suspended from practice at Saint Francis Hospital in Tulsa, Oklahoma. The suspension was not an adverse event under Saint Francis Hospital's Bylaws.

6. On or about May 26, 2010, Defendant faxed a portion of the Texas Standardized Credentialing Application to Covenant Health System in Lubbock, Texas so as to obtain privileges. On "Hospital Addendum J", Defendant was asked the question "Have you ever been the subject of disciplinary proceedings or placed under monitoring or supervision at any hospital or health care facility?" In response to this question, Defendant answered "No". Defendant was also asked the following question: "Has your employment, clinical privileges or Medical Staff membership at any hospital or other healthcare institution ever been refused,

voluntarily or involuntarily terminated, surrendered, or subject to voluntary or involuntary limitation, reduction or loss of clinical privileges? (for reasons other than non-completion of medical records when quality of care was not adversely affected).” In response to this question, Defendant answered “No”. On that date, Defendant was still suspended by St. Francis Hospital. Dr. Ranne asserts that when he answered “no” to the question of whether he had been the subject of disciplinary proceedings at any hospital and had his clinical privileges at any hospital ever been subject to involuntary limitation, he understood, based on representations and instructions from the Hospital, that because the suspension was not based on a patient care issue and, therefore, not an adverse action under the Saint Francis Hospital Bylaws, it was not reportable. He now understands that the Board believes it should have been reported on the application form submitted to the Covenant Health System in Lubbock, Texas, and after learning that the Board believed the suspension to require a “yes” answer to the Covenant Health System application, Dr. Ranne immediately disclosed the suspension to Covenant Health System.

7. On or about August 19, 2010, Defendant submitted his Application for Renewal of Oklahoma License for the period October 2, 2010 through October 1, 2011. On his Application for Renewal, Defendant was asked the following question: "Since the last renewal...[h]ave you been denied or had removed or suspended hospital staff privileges?" In response to this question, Defendant answered "NO". Defendant had in fact been suspended at St. Francis Hospital just three (3) months earlier. Dr. Ranne asserts that when he answered “no” to the question of whether, since the last renewal, his hospital privileges had been suspended by a licensed healthcare facility, he understood, based on representations and instructions from the Hospital, that because the suspension was not based on a patient care issue and, therefore, not an adverse action under the Saint Francis Hospital Bylaws, it was not reportable. He now understands that the Board believes it should have been reported on his Application for Renewal.

8. On or about November 11, 2010, Defendant submitted his Application for Renewal of his Arizona Medical License. On his Application for Renewal, Defendant was asked the following question: "Since your last renewal have you been the subject of disciplinary action or are you currently under investigation with regard to your healthcare license (other than by the Arizona Medical Board), have you been sanctioned by any healthcare licensing authority, healthcare association, licensed healthcare facility or healthcare staff of such facility?" In response to this question, Defendant answered "NO". Defendant was additionally asked the following question: “Since your last renewal, have your privileges been restricted, terminated, voluntarily or involuntarily resigned or withdrawn by any healthcare licensing authority, healthcare association, licensed healthcare facility or healthcare staff of such facility?” In response to this question, Defendant answered “No”. Defendant had in fact been suspended at St. Francis Hospital just five (5) months earlier. Dr. Ranne asserts that when he answered “no” to the question of whether, since the last renewal, had he been sanctioned or had his privileges restricted by any licensed healthcare facility, he understood, based on representations and instructions from the Hospital, that because the suspension was not based on a patient care issue and, therefore, not an adverse action under the Saint Francis Hospital Bylaws, it was not reportable. He now understands that the Board believes he should have answered “yes” to the Arizona Medical Board on his Application for Renewal because of the suspension.

9. On or about December 6, 2010, Defendant submitted his Application for Renewal of his Missouri Medical License. On his Application for Renewal, Defendant was asked the following question: "During the past 12 months, have you had any disciplinary or corrective action taken against you, or had your right to practice restricted, by any professional medical or osteopathic association or society, or by an licensed hospital or medical staff of a hospital?" In response to this question, Defendant answered "No". Defendant had in fact been suspended at St. Francis Hospital just seven (7) months earlier. Dr. Ranne asserts that when he answered "no" to the question of whether, in the last 12 months, he had any disciplinary action taken against him, he understood, based on representations and instructions from the Hospital, that because the suspension was not based on a patient care issue and, therefore, not an adverse action under the Saint Francis Hospital Bylaws, it was not reportable. He now understands that the Board's opinion is that the non-adverse suspension was reportable to the Missouri Medical Board.

10. Dr. Ranne asserts that he has always answered questions or medical staff and licensure applications in good faith and based on his understanding of the question asked and the information solicited. Dr. Ranne further asserts that he never intentionally answered any question inaccurately.

11. Defendant is guilty of unprofessional conduct in that he:

A. Violated any provision of the medical practice act or the rules and regulations of the Board or of an action, stipulation, or agreement of the Board in violation of 59 O.S. §509(13) and OAC 435:10-7-4(39).

B. Failed to furnish the Board, its investigators or representatives, information lawfully requested by the Board in violation of OAC 435:10-7-4(37).

Conclusions of Law

1. The Board has jurisdiction and authority over the Defendant and subject matter herein pursuant to the Oklahoma Allopathic Medical and Surgical Licensure and Supervision Act (the "Act") and its applicable regulations. The Board is authorized to enforce the Act as necessary to protect the public health, safety and welfare.

2. Based on the foregoing facts, Defendant, Richard D. Ranne, Oklahoma license 17126, is guilty of the unprofessional conduct set forth below:

A. Violated any provision of the medical practice act or the rules and regulations of the Board or of an action, stipulation, or

agreement of the Board in violation of 59 O.S. §509(13) and OAC 435:10-7-4(39).

B. Failed to furnish the Board, its investigators or representatives, information lawfully requested by the Board in violation of OAC 435:10-7-4(37).

Order

IT IS THEREFORE ORDERED by the Oklahoma State Board of Medical Licensure and Supervision as follows:


1. The Board *en banc* hereby adopts the agreement of the parties in this Voluntary Submittal to Jurisdiction.

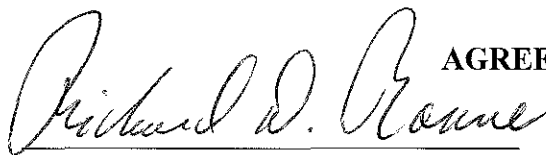
2. Pursuant to the parties' voluntary agreement and submittal to jurisdiction, Richard D. Ranne, M.D., holding Oklahoma license No. 17126, shall pay an **ADMINISTRATIVE FINE** in the amount of **\$5,000.00**, to be paid on or before May 8, 2012.

3. Promptly upon receipt of an invoice, Defendant shall pay all costs of this action authorized by law, including without limitation, legal fees and investigation costs.


4. A copy of this written order shall be sent to Defendant as soon as it is processed.

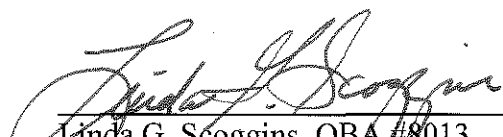
Dated this 8 day of March, 2012.



J. Andy Sullivan, M.D., President
Oklahoma State Board of
Medical Licensure and Supervision


Richard D. Ranne, M.D.
License No. 17126

AGREED AND APPROVED:


Gerald C. Zumwalt, M.D.
Secretary & Medical Advisor
Oklahoma State Board of
Medical Licensure and Supervision


Linda G. Scoggins, OBA #8013
Nick Slaymaker, OBA #14320
Scoggins & Cross, PLLC


Elizabeth A. Scott, OBA #12470
Assistant Attorney General
State of Oklahoma

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Oklahoma City, OK 73102
405/239-4300

101 N.E. 51st Street
Oklahoma City, OK 73105
405/962-1400

Attorneys for Defendant

Attorney for the Oklahoma State Board
of Medical Licensure and Supervision

Certificate of Service

I certify that on the 9 day of March, 2012, a true and correct copy of this order was mailed, postage prepaid, to Linda Scoggins, Scoggins & Cross, PLLC, 201 Robert S. Kerr, Suite 710, Oklahoma City, OK 73102 and to Richard D. Ranne, 3013 20th Street, Lubbock, TX 79410.



Janet Swindle