



BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

KS State Board of Healing Arts

In the Matter of )  
 )  
JOHN P. HARRIS, D.C. )  
Kansas License No. 01-05507 )

Docket No. 24-HA00012

CONSENT ORDER FOR INDEFINITE SUSPENSION

COMES NOW, Disciplinary Panel #38, (“Petitioner”), by and through Bradley Taylor, Associate Litigation Counsel, and John Harris, D.C. (“Licensee”), by and through Diane Bellquist, Attorney for Licensee, and move the Board for approval of a Consent Order affecting Licensee’s license to practice chiropractic in Kansas. Petitioner and Licensee stipulate and agree to the following:

1. Licensee’s last known mailing address to the Board is: **CONFIDENTIAL**
- CONFIDENTIAL**. Licensee’s last known email address is **CONFIDENTIAL**
2. Licensee is or has been entitled to engage in the practice of chiropractic in Kansas, having been issued original license number 01-05507 on September 27, 2012, and having last renewed such license on January 2, 2023. Licensee’s current license status is Active.

**FACTUAL BASIS**

3. The facts supporting the allegations in this Consent Order include, but are not limited to, the following:
4. On or about January 1, 2018 through December 31, 2019, Licensee agreed to provide and did provide chiropractic treatment to a female patient (“Patient 1”), **CONFIDENTIAL** .

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5. During this time when Licensee and Patient 1 had a chiropractor-patient relationship, Licensee provided treatment to Patient 1 multiple times at Licensee's home without keeping medical records.
6. Licensee did not bill nor seek any sort of payment from Patient 1 or any third-party for the treatments provided to Patient 1 at Licensee's home.
7. During the treatments provided at Licensee's home, Licensee would direct Patient 1 to remove portions of her clothing such that Patient 1 was completely unclothed from the waist up or completely unclothed from the waist down. During these treatments, Licensee did not provide Patient 1 with a gown or any type of covering.
8. During the above noted home visits with Patient 1, Licensee performed the following procedures: muscle stripping, during which Licensee's hand(s) came into contact with Patient 1's breast; internal coccygeal adjustments; and intravaginal therapy, i.e. manual therapy of Patient 1's pelvic floor.
9. Aside from reading an article and "hearing about" the procedure, Licensee had received no formal training on intravaginal therapy prior to performing said procedure on Patient 1.
10. Licensee did not obtain informed consent from Patient 1 for any of the treatments provided to Patient 1 in his home.
11. The last time that Licensee performed intravaginal therapy on Patient 1, the encounter occurred in Licensee's home on Licensee's bed with no one else present in the home. Patient 1 was completely unclothed during this procedure without a gown or any other type of covering. Licensee did not use gloves during this intravaginal procedure and at one point asked Patient 1 if he could perform nipple stimulation on her to promote vaginal lubrication.

12. None of the above-described chiropractic treatments or procedures were medically necessary for Patient 1 nor were they performed within the applicable standard of care.

#### **PRELIMINARY ACKNOWLEDGMENTS**

13. Licensee acknowledges that if formal proceedings were conducted and Licensee presented no exhibits, witnesses, or other evidence, the Board has sufficient evidence to prove that Licensee violated the Healing Arts Act. Licensee further waives his right to dispute or otherwise contest the allegations contained in the above paragraphs in any further proceeding before the Board.

#### **VIOLATIONS OF THE HEALING ARTS ACT**

14. Based on the above and foregoing, Licensee violated the following sections of the Healing Arts Act:

- a. K.S.A. 65-2836(b), as further defined in K.S.A. 65-2837(b)(16), in that Licensee committed acts of sexual abuse, sexual misconduct, or other improper sexual contact that exploited the licensee-patient relationship with Patient 1.
- b. K.S.A. 65-2836(b), as further defined by K.S.A. 65-2837(b)(21), in that Licensee performed examinations and services that had no legitimate medical/chiropractic purpose.
- c. K.S.A. 65-2836(b), as further defined by K.S.A. 65-2837(b)(25), in that Licensee failed to keep written medical records which accurately describe the services rendered to Patient 1.
- d. K.S.A. 65-2836(b), as further defined by K.S.A. 65-2837(a), in that Licensee provided chiropractic care and treatment without having first obtained informed consent.

- e. K.S.A. 65-2836(k), in that Licensee violated K.A.R. 100-24-1 by failing to maintain an adequate record for patients for whom Licensee performed a professional service.
- f. K.S.A. 65-2836(f), in that Licensee has willfully or repeatedly violated the Healing Arts Act.

#### **ACKNOWLEDGMENTS, AGREEMENTS, AND PROVISIONS**

- 15. Under K.S.A. 65-2836 *et seq.*, the Board has grounds to revoke, suspend, censure, place on probation or otherwise limit Licensee's license for violations of the Healing Arts Act.
- 16. In lieu of conducting a formal proceeding, Licensee, by signature affixed to this Consent Order, hereby agrees to the indefinite suspension of his license to practice chiropractic medicine in Kansas.
- 17. The Board is the sole and exclusive administrative agency in Kansas authorized to regulate the practice of the healing arts, specifically the practice of chiropractic. K.S.A. 65-2801 *et seq.* and K.S.A. 65-2871.
- 18. A protective order is hereby entered to protect all confidential information under K.S.A. 65-2898a.
- 19. This Consent Order and the filing of such document are in accordance with applicable law and the Board has jurisdiction to enter into this Consent Order as provided by K.S.A. 77-505 and K.S.A. 65-2838. Upon approval, these stipulations shall constitute the findings of the Board and this Consent Order shall constitute the Board's Final Order.

20. The Kansas Healing Arts Act is constitutional on its face and as applied in the case. Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.

21. Licensee voluntarily and knowingly waives 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, and to conduct cross-examination of witnesses. Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

22. The terms and conditions of the Consent Order are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Consent Order shall not be binding on the Board until an authorized signature is affixed at the end of this document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Consent Order on behalf of the Board.

23. According to K.S.A. 65-2838(b) and K.S.A. 77-505, the Board has authority to enter into this Consent Order without the necessity of proceeding to a formal hearing.

24. Licensee further understands and agrees that if the Board finds, after due written notice and an opportunity for a hearing, that Licensee has failed to comply with any of the terms of this Consent Order, the Board may immediately impose any sanction provided for by law. Licensee hereby expressly understands and agrees that, at any such hearing, the sole issue shall be whether or not Licensee has failed to comply with any of the terms or conditions set forth in this Consent Order. The Board acknowledges that at any such hearing, Licensee retains the right to confront and examine all witnesses, present evidence, testify on his own behalf, contest the allegations,

present oral argument, appeal to the courts, and all other rights set forth in the Kansas Administrative Procedures Act, K.S.A. 77-501 *et seq.*, and the Kansas Healing Arts Act K.S.A. 65-2801 *et seq.*

25. Nothing in this Consent Order shall be construed to deny the Board jurisdiction to investigate alleged violations of the Kansas Healing Arts Act or to investigate complaints received under the Risk Management Law, K.S.A. 65-4921 *et seq.*, that are known or unknown and are not covered under this Consent Order, or to initiate formal proceedings based upon known or unknown allegations of violations of the Kansas Healing Arts Act.

26. Licensee hereby releases the Board, its individual members (in their official and personal capacity), attorneys, employees and agents, hereinafter collectively referred to as “Releasees”, from any and all claims, including but not limited to those alleged damages, actions, liabilities, both administrative and civil, including the Kansas Judicial Review Act, K.S.A. 77-601 *et seq.* arising out of the investigation and acts leading to the execution of this Consent Order. This release shall forever discharge the Releasees 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 Releasees.

27. Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record and shall be reported to any entities authorized to receive disclosure of the Consent Order.

28. This Consent Order, when signed by both parties, 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.

29. Licensee agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement, even if Licensee is not present. Licensee further acknowledges that the Board may conduct further inquiry as it deems necessary before the complete or partial acceptance or rejection of any offer of settlement.

30. Licensee, by signature to this document, waives any objection to the participation of the Board members, including the Disciplinary Panel and General Counsel, in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member or General Counsel in any future proceedings on the basis that the Board member or General Counsel has received investigative information from any source which otherwise may not be admissible or admitted as evidence.

31. Licensee acknowledges he has read this Consent Order and fully understands the contents.

32. Licensee acknowledges this Consent Order has been entered into freely and voluntarily.

33. Licensee shall obey all federal, state and local laws and rules governing the practice of chiropractic in Kansas that may be in place at the time of execution of the Consent Order or may become effective subsequent to the execution of this document.

34. Upon execution of this Consent Order by affixing a Board authorized signature below, the provisions of this Consent Order shall become an Order under K.S.A. 65-2838. This Consent Order

shall constitute the Board's Order when filed with the office of the Executive Director for the Board and no further Order is required.

35. This Consent Order constitutes **public disciplinary action**.

36. The Board may consider all aspects of this Consent Order in any future matter regarding Licensee.

### **INDEFINITE SUSPENSION**

37. Licensee's license **shall be suspended indefinitely, effective October 27, 2023, for a minimum of 30 days**. Until such time Licensee must have two chaperones present for all patient visits.

38. The indefinite suspension may be terminated or stayed only upon Licensee demonstrating to the Board that such action is warranted under the eight (8) factors to be considered, as articulated in *Vakas v. Kansas Bd. of Healing Arts*, 248 Kan. 589 (1991).

39. If Licensee submits an application for reinstatement of his suspended license, Licensee shall be required to pay the fee for reinstatement.

40. Licensee agrees that, in the event he applies for reinstatement of his license, the allegations contained in this Consent Order will be considered by the Board in reviewing any application for reinstatement.

41. Licensee shall place his patients' medical records in the custody of another licensed doctor of chiropractic, or a records maintenance facility, in compliance with K.A.R. 100-24-2 and 100-24-3. Licensee shall notify the Board in writing no later than fourteen (14) days from the effective date of this Consent Order of the specific measure(s) taken and the appropriate contact information of the designated record custodian so the Board can respond to questions from patients regarding the location of their medical records and how they can obtain their medical records.



42. Licensee acknowledges that, under K.S.A. 65-2867, it shall be unlawful for Licensee to open or maintain an office for the purpose of the healing arts, or to announce or hold himself out to the public as possessing the intention, authority, or skill to practice the healing arts.

**IT IS THEREFORE ORDERED** that the Consent Order and agreement of the parties contained herein is adopted by the Board as findings of fact, conclusions of law, and as a Final Order of the Board.

**IT IS SO ORDERED** on this 14<sup>th</sup> day of October, 2023.

**FOR THE KANSAS STATE BOARD OF  
HEALING ARTS:**

*Susan Hill*

Executive Director

10/19/23  
Date

*John Harris, D.C.*

John Harris, D.C.  
Licensee

9/1/2023  
Date

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Kansas License No. 01-05507**

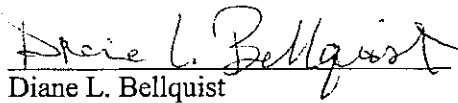
PREPARED AND APPROVED BY:

*/s/ Bradley Taylor*

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*Attorney for Licensee*

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**John Harris, D.C.**  
**Kansas License No. 01-05507**

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that I served a true and correct copy of the Consent Order by United States mail, postage prepaid, on this 19<sup>th</sup> day of June, 2023, to the following:

John Harris, D.C.  
*Licensee*

**CONFIDENTIAL**

Diane L. Bellquist  
*Attorney for Licensee*  
Joseph, Hollander & Craft, LLC  
1508 SW Topeka Blvd.  
Topeka, Kansas 66612-1887

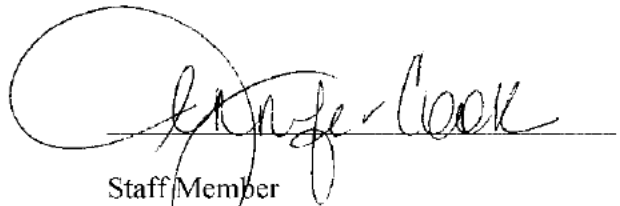
With a copy hand-delivered to:

Bradley Taylor  
Associate Litigation Counsel  
Kansas State Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612

Licensing Administrator  
Kansas State Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612

And the original was hand-filed with the office of the Executive Director:

Executive Director  
Kansas Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612

  
Staff Member

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**Kansas License No. 01-05507**