

S T I P U L A T I O N

THIS AGREEMENT AND STIPULATION, made and entered into by and between the KANSAS BOARD OF HEALING ARTS, hereinafter referred to as the "Board," which Board is authorized and exists in accordance with K.S.A. 65-2812 and the Kansas Healing Arts Act, and PAUL D. ELLISON, M.D., hereinafter referred to as "Ellison," of Salina, Kansas, a licensee authorized to practice medicine and surgery in Kansas,

W I T N E S S E T H:

WHEREAS, K.S.A. 65-2838, as amended by House Bill 2008 adopted by the Kansas Legislature and signed and published into law in February, 1976, provides in part, to-wit:

"The board and the licensee may enter into a stipulation which shall be binding upon the board and the licensee entering into such stipulation, and the board may enter its enforcement order based upon such stipulation without the necessity of filing any formal charges of (sic) holding hearings in the case."; and

WHEREAS, the Board believes and Ellison agrees that

(Confidential)

(Confidential) for a period extending more than one year prior to the date of this Stipulation; and

WHEREAS, the Board has been advised and Ellison confirms that Ellison has surrendered his narcotic registration to officials of the Drug Enforcement Agency Regional Office at Kansas City, Missouri; and

WHEREAS, the Board has agreed that it will not, at this time, institute formal proceedings to suspend, revoke or limit Ellison's license to practice medicine and surgery in Kansas in accordance with the provisions, terms and conditions of this Stipulation as hereinafter set forth; provided however, the Board is free to proceed with an action to revoke, suspend or limit Ellison's license to practice medicine and surgery in

the event that it has evidence sufficient in the Board's judgment to warrant such action;

NOW, THEREFORE, THE PARTIES HERETO STIPULATE AND AGREE AS FOLLOWS:

1. That this Stipulation and agreement is entered into under the authority of and in accordance with the provisions of K.S.A. 65-2838, as amended, quoted above.

2. **(Confidential)**
(Confidential)

3. **(Confidential)**
(Confidential)

(Confidential) the Board may, on that basis alone, proceed to revoke, suspend or limit his license to practice medicine and surgery in Kansas.

4. Ellison agrees to have his medical and surgical practice monitored by Donald Goering, M.D., a physician in good

standing in Salina, Kansas, whom he has selected and said selection approved by the Board. Ellison specifically authorizes said physician to make periodic reports to the Board, as the Board directs, concerning all facets of the practice of medicine as conducted by Ellison.

5. Ellison agrees that he will periodically, and no less frequently than once a month, report to C. J. Cavanaugh, M.D., whose address and telephone number are as follows:

Central Kansas Medical Center,
1320 Cleveland,
Great Bend, Kansas 67530.
Telephone: 316-792-2511.

Ellison agrees to answer any questions and make any report requested by Dr. Cavanaugh pertaining to the conduct of Ellison's medical and surgical practice, **(Confidential)**

(Confidential)

(Confidential) addition, and as Dr. Cavanaugh shall direct, Ellison agrees to appear before the Board, at Topeka, at any reasonable time and date specified.

6. The monitoring by Donald Goering, M.D., and investigations by C. J. Cavanaugh, M.D., shall extend for an indefinite period and shall only discontinue upon recommendation of both of said physicians or upon a finding by the Board that further monitoring and investigation is not required, for whatsoever reason, as the Board may see fit. Ellison understands and agrees that in the event he fails or refuses to cooperate with said physicians the Board may, on that basis alone, proceed to revoke, suspend or limit his license to practice medicine and surgery in Kansas.

7. The Board agrees that it will receive and hold any and all reports or communications contemplated by this Stipulation in confidence provided, however, that all such information and reports shall be available to the Board for its use in the event the Board determines it should proceed to limit, suspend or revoke Ellison's license to practice medicine and surgery.

8. The Board agrees that it will review any request from Ellison to modify or terminate this Stipulation and agreement at its first Board meeting after January 1, 1977. Ellison understands and agrees however that the Board shall have no obligation to modify or terminate any of the provisions of this agreement at said meeting.

9. Ellison hereby specifically authorizes the Board to deliver copies of this Stipulation to **(Confidential)** Donald Goering, M.D., the Chief of Staff of St. John's Hospital at Salina, Kansas and to the Chief of Staff of the Asbury Hospital at Salina, Kansas, in the event any of said persons request a copy of same.

10. This Stipulation and agreement shall be and remain in full force and effect for a period of one year from and after the date of execution, unless earlier terminated by the joint concurrence of both parties hereto.

EXECUTED this _____ day of April, 1976.

Paul D. Ellison
PAUL D. ELLISON, M.D.,
Salina, Kansas.

APPROVED, effective on said date:

KANSAS BOARD OF HEALING ARTS

By: Don L. McKelvey, D.C.
Don L. McKelvey, D.C.,
President.

ATTEST:

Elizabeth Carlson
Elizabeth Carlson,
Executive Secretary.