

constitute grounds to revoke, suspend or otherwise limit licensure pursuant to K.S.A. 1991 Supp. 65-2836(b) and (i) and 65-2837(a)(2).

WHEREAS, on December 23, 1992, the parties entered into a Stipulation and Agreement and Enforcement Order, whereby Licensee voluntarily agreed to the following conditions, restrictions, and limitations to said temporary license:

1. Licensee voluntarily surrendered his temporary license to practice medicine and surgery in the State of Kansas.
2. Licensee voluntarily withdrew his application by endorsement for full licensure with the Board.

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WHEREAS, upon the application of Licensee for Kansas licensure by endorsement submitted July 14, 1993, the Board granted a permanent license to Licensee on August 7, 1993, with the condition precedent that the parties enter into this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

NOW, THEREFORE, in consideration of the conditions, terms, covenants and promises contained herein, the parties agree as follows:

1. It is the intent and purpose of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary

hearing. The terms and conditions of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** are entered into between the undersigned parties and are submitted for the purpose of allowing those terms and conditions to become an Order of the Board.

2. This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** shall not become binding on the Board until an authorized signature is affixed on the last page 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 AND AGREEMENT AND ENFORCEMENT ORDER** whether or not the Board signature is affixed to the document. Upon signature of the Licensee, this document shall be deemed a public record. Licensee acknowledges that counsel for the Board is not authorized to bind the Board.

3. The parties further 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.
- b. Licensee admits that this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider this **STIPULATION AND**

AGREEMENT AND ENFORCEMENT ORDER and is lawfully constituted to consider this matter to include consideration of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

- c. Licensee further acknowledges that the Kansas Healing Arts Act as set forth by statute and as recited in this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** is constitutional on its face and as applied in this case.
- d. Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.
- e. Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** as it relates to the Kansas Healing Arts Act.
- f. Licensee further understands and agrees that by entering into this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**, he is waiving his right to a hearing. Licensee voluntarily and knowingly waives his rights 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 waives any and all substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

4. Licensee hereby voluntarily stipulates and agrees to the following conditions, restrictions and limitations to said license:

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- e. Licensee agrees to limit his practice of the healing arts to family and/or general practice. Licensee shall not perform any surgical procedures, with the exception of minor cutaneous excisions and those procedures which are performed under local anesthesia.

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5. Nothing in this agreement shall be construed to deny the Board jurisdiction to investigate any 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 that are not covered under the conditions of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** or for past acts which are unknown to the Board or for subsequent acts.

6. This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** 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.

7. Licensee acknowledges that this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** has been entered into freely and voluntarily.

8. 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 AND AGREEMENT AND ENFORCEMENT ORDER** or the content of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

9. Upon execution of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** by affixing a Board authorized signature below, the provisions of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** shall become an Order under K.S.A. 65-2838. This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** shall constitute the Order of the Board when filed with the Office of the Executive Director for the Board.

IN WITNESS WHEREOF, the parties have executed this agreement on this 13th day of September, 1993.

KANSAS STATE BOARD OF HEALING ARTS

Lawrence T. Buening, Jr.
LAWRENCE T. BUENING, JR.
Executive Director

September 13, 1993
Date

John R. Grow, M.D.
JOHN RANDOLPH GROW, M.D.

9-8-93
Date

Prepared and Approved by:

Debra L. Billingsley
DEBRA L. BILLINGSLEY #13264
Disciplinary Counsel
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603-3068
(913) 296-7413

CERTIFICATE OF SERVICE

I, Debra L. Billingsley, hereby certify that on this 13 day of September, 1993, 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:

John Randolph Grow, M.D.
601 Elizabeth
Kinsley, Kansas 67547

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

Debra L. Billingsley
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