

IN AND BEFORE THE BOARD OF HEALING ARTS
STATE OF KANSAS

FILED

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IN THE MATTER OF WILLIAM JOSEPH)
HARRISON, D.O., OSTEOPATHIC)
LICENSE NO. 19919.)

Case No. 90-KANSAS STATE BOARD OF
HEALING ARTS

STIPULATION AND AGREEMENT
(Modification)

COMES NOW the Kansas State Board of Healing Arts (Board) by and through Steve A. Schwarm, Board Litigation Counsel and William Joseph Harrison, D.O. (Licensee) by and through Steve D. Rosel, Esq. and Laura L. Cross, Esq., and stipulate and agree as follows:

1. The Board and Licensee, as parties to a previous Stipulation and Agreement and Modification, entered into such previous Stipulation and Agreement and Modification having had same filed in the Kansas State Board of Healing Arts office on February 12, 1991 and March 11, 1992, in the above-captioned case.

2. The Board is the sole and exclusive regulatory agency in the State of Kansas regarding the practice of the healing arts, specifically the practice of osteopathic medicine and surgery.

3. Licensee was and still is currently licensed in the State of Kansas having been issued License No. 19919. Licensee received an original license in the State of Kansas on December 10, 1982. Licensee was at all times subsequent to February 12, 1991, to the present time, under the jurisdiction of the Kansas State Board of Healing Arts.

4. In compliance with paragraph 13(c) of the original Stipulation and Agreement, the Board reserved the right to petition for modification of any conditions of the original Stipulation and Agreement (Confidential)

(Confidential)

A petition for modification of Stipulation and Agreement was filed in the office of the Kansas State Board of Healing Arts on September 18, 1992 (Confidential)
(Confidential)

5. It is the intent and purpose of this Stipulation and Agreement (Modification) to provide for settlement of all issues without the necessity of proceeding in a formal disciplinary hearing. The terms and condition of this Stipulation and Agreement are entered into between the undersigned parties and is submitted for the purpose of allowing these terms and conditions to become an order of the Board. This Stipulation and Agreement shall not become binding on the Board or Licensee until authorized signatures are affixed on the last page of this document. Licensee acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

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

A. The Board is a duly authorized administrative agency of the State of Kansas with the appropriate statutory authority to regulate the practice of the healing arts in the State of Kansas.

B. Licensee admits that this Stipulation and Agreement and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider the Stipulation and Agreement and is lawfully constituted to consider this matter to include consideration of this Stipulation and Agreement.

Licensee further acknowledges that the *Kansas Healing Arts Act* as set forth in the State and as recited in the Stipulation and Agreement is constitutional on its face and as applied in this case. Licensee further acknowledges that the Board acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.

Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance of this Stipulation and Agreement as it relates to the *Kansas Healing Arts Act*.

C. In lieu of presenting the assessment and evaluation data to the Board, Licensee stipulates and agrees as follows:

i. (Confidential)

(Confidential)

(Confidential)

ii. (Confidential)

Each of these components shall be construed as individual and separate requirements.

iii. (Confidential)

(Confidential)

(Confidential)

iv. (Confidential)

(Confidential)

v. (Confidential)

(Confidential)

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7. Nothing in this agreement shall be construed to deny the Board jurisdiction to investigate the 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 (Modification).

8. This Stipulation and Agreement (Modification) 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.

9. Licensee acknowledges that this Stipulation and Agreement (Modification) has been entered into freely and voluntarily given.

10. Licensee hereby releases the Kansas State Board of Healing Arts, its employees and agents, from all claims to mean those damages, actions, liabilities and causes or actions, both administrative and civil. 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 (Modification) or the content of this Stipulation and Agreement (Modification).

11. Licensee acknowledges that he has read or has had read to him all the numbered paragraph above, 1 through 10, and Licensee fully understands the contents and has received a copy of this Stipulation and Agreement (Modification).

IN WITNESS WHEREOF the parties have executed this agreement on days listed below.

KANSAS STATE BOARD OF HEALING ARTS

By: 
Board President

Date: 11-2-92

LICENSEE


William Joseph Harrison, D.O.

Date: 10-15-92