

FILED

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FEB 12 1991

KANSAS STATE BOARD OF
HEALING ARTS

Case No. 90-DC-0138

In the Matter of)
)
WILLIAM JOSEPH HARRISON, D.O.)
Kansas License No. 19919)
_____)

ENFORCEMENT ORDER

NOW, on this 12 day of February, 1991, this matter comes on for consideration before the Kansas State Board of Healing Arts (hereinafter referred to as "Board") and William Joseph Harrison, D.O., (hereinafter referred to as "Licensee") as a result of a Stipulation and Agreement having been entered into between the Board and the above-named Licensee on February 4, 1990.

After reviewing the files and being otherwise duly advised in the premises, the Board finds as follows:

1. That the Board and Licensee have entered into a Stipulation and Agreement, a true copy of which is attached hereto as "Exhibit A" and incorporated herein as if fully set forth.

2. That the attached Stipulation and Agreement should be approved and all conditions, terms and provisions set forth in the Stipulation and Agreement shall be adopted as Findings of Fact and Conclusions of Law and the Order of the Board.

IT IS THEREFORE BY THE BOARD ORDERED AS FOLLOWS:

1. That the findings hereinabove made be and the same are made the Order of the Board.

2. That Licensee acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provisions 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 and the provisions associated with the restrictions and administrative fine associated with Licensee's license to engage in the practice of osteopathy in the State of Kansas.

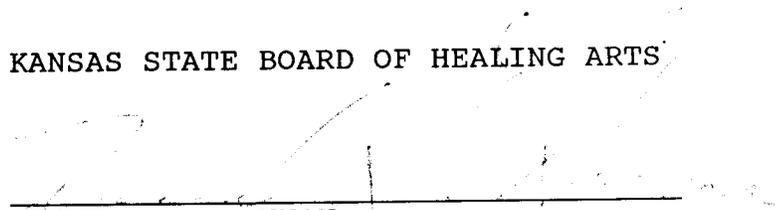
3. That Licensee's license to engage in the practice of osteopathy in the State of Kansas is hereby restricted for a period of three years (1095 calendar days). Such probationary limitations, restrictions and conditions include an administrative fine in the sum of five thousand dollars (\$5,000), twenty-five hundred dollars (\$2,500) payable to the Kansas State Board of Healing Arts within thirty (30) days of execution, and another twenty-five hundred dollars (\$2,500) within 120 days of execution of this Stipulation and Agreement. Payment of the five thousand dollar (\$5,000) administrative fine shall be in a form acceptable to the Board. Licensee is hereby placed under a quarterly reporting system indefinitely in which Licensee shall submit sworn and verified quarterly reports to indicate compliance with attending and successfully completing 125% of continuing medical education hours, signed statement by female employee (other than family member or relative of Licensee) stating all female patients

were accompanied by adult female during entire
consultation/examination, Confidential
Confidential

Confidential and all correspondence or communication between
Licensee and the Board, including the sworn quarterly reports,
shall be by certified mail addressed to the Kansas State Board of
Healing Arts.

IT IS SO ORDERED.

KANSAS STATE BOARD OF HEALING ARTS



RICHARD G. GANNON
Executive Director



Date

Prepared by:
MICHELLE M. TORRES
Disciplinary Counsel
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603
(913) 296-7413

ENFORCEMENT ORDER
William Joseph Harrison, D.O.

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**KANSAS STATE BOARD OF
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BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

In the Matter of)
)
WILLIAM JOSEPH HARRISON, D.O.)
Kansas License No. 19919)
_____)

Case No. 90-DC-0138

STIPULATION AND AGREEMENT

COMES NOW, the Kansas State Board of Healing Arts (Board) and William Joseph Harrison, D.O. (Licensee) and stipulates and agrees to the following:

1. 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 Osteopathy.

2. Licensee is currently licensed in the State of Kansas, having been issued license number 19919. Licensee received original licensure in the State of Kansas on December 10, 1982.

3. Licensee has been engaged in the practice of Osteopathy since such date of issuance of said license.

4. The Board possesses the statutory responsibility and obligation to protect the public health, safety and welfare by regulating and controlling the practice of Osteopathy as set forth in the Healing Arts Act of Kansas in K.S.A. 65-2801 et seq.

5. The Board has authorized its Disciplinary Counsel to institute administrative proceedings pursuant to the Kansas Healing Arts Act and conforming with the Kansas Administrative Procedure Act.

IT IS STIPULATED AND ORDERED THAT:

6. Licensee admits that the form of the Stipulation and the notice of the time and place for presentation of such Stipulation to the Board are completed and are in accordance with all requirements of law, that the Board has jurisdiction to consider this Stipulation, that the Board is lawfully constituted to consider this matter, to include consideration of this Stipulation and any other evidence introduced by the Disciplinary Counsel or Licensee at any hearing. Licensee further notes that the Kansas Healing Arts Act as set forth in the Statute and recited in the Petition is constitutional on its face and as applied in this case. That the agency acting in this matter is not acting beyond the jurisdiction conferred to it by any provision of the law. The procedure to be utilized in this case shall be in compliance with the Kansas Administrative Procedure Act.

7. Licensee acknowledges and agrees the Board has the authority to enter into this Stipulation and Agreement pursuant to K.S.A. 1989 Supp. 65-2838(b) without the filing of a petition.

8. Licensee acknowledges that if a full adjudicative hearing was held with regard to this matter, Disciplinary Counsel would present evidence and witnesses in support of violations of the Kansas Healing Arts Act as set forth in K.S.A. 65-2837(b)(16) "Unprofessional Conduct" specifically allegations of sexual misconduct related to Licensee's professional practice.

9. Licensee does not admit as true the allegations of sexual misconduct. Licensee will not subsequently contest nor defend against the allegations. It is the intent and purpose of this Stipulation and Agreement to provide for settlement of all such issues without the necessity of proceeding to a formal disciplinary hearing.

10. Licensee has had the benefit of legal counsel, Mr. Steve Brooks, throughout these proceedings. Licensee acknowledges this Stipulation and Agreement was made truthfully and voluntarily and in lieu of a hearing before the Board or a designated hearing officer.

11. This Stipulation and Agreement is entered into by and between the undersigned parties and is submitted for the purpose of allowing its terms and conditions to become an Order of the Board.

12. Licensee further understands and agrees that by entering into this Stipulation and Agreement, he is waiving his right to a hearing. The 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 to waive any and all substantive and procedural motions and defenses that could be raised if an administrative hearing has been held.

13. No action shall be taken on Licensee's license for the allegations set forth in paragraph (8) above for a period of three

years (1,095 calendar days) effective upon signing the Stipulation and Agreement with the imposition of the following probationary limitations, restrictions and conditions:

a) Licensee shall be required to obtain additional continuing medical education hours in the field of medical ethics within the first 365 days of the Stipulation and Agreement. An emphasis on medical ethics education shall be made when selecting excess continuing medical education courses. Licensee will be required to have and successfully complete 125% of the statutorily required continuing medical education hours (total of 187.5 hours) within a 3-year period. The excess 25% (37.5 hours) of continuing medical education hours as set forth in this Stipulation and Agreement shall be in addition to the statutory continuing medical education units required for license renewal. The excess 25% (37.5 hours) of continuing medical education should be completed with a minimum of 12.5 hours earned each of the three years, the first year ending February 1, 1992, the second year ending February 1, 1993 and the third year ending February 1, 1994. The above additional continuing medical education units earned by Licensee shall be submitted in a verified sworn quarterly report to the Board along with all documentation regarding the continuing medical education hours. These quarterly reports shall be submitted whether the continuing medical education hours are earned or not.

b) Licensee agrees to have a female nurse/employee or adult ^{with} female ^(not to be related or family member of second degree to Licensee) other than the patient present when examining or consulting ^{and}

with any female patient in his office or examining room. The nurse or adult female employee must sign a statement stating that such female nurse/adult female employee or other adult female was present for the entire examination and/or consultation. The statement to be used for this purpose must be approved by the Board or the Board's designee.

c) (Confidential)

(Confidential)

d) Licensee acknowledges that a Board designee shall serve as a monitor to determine whether Licensee adheres to the

conditions set forth in the Stipulation. A condition of this monitoring will include random visits at least one quarterly to Licensee's place of business for observation and access to patient records, office appointment record and signed statements by a nurse or other adult female employee. Monitoring Board designee shall submit a report in each quarter.

e) Licensee agrees to pay an administrative fine of ~~\$10,000~~ ^{\$5,000} ~~\$5,000~~ ^{\$2,500} payment shall be done in two equal installments of ~~\$5,000~~ ^{\$2,500}. The first payment due within 30 calendar days and the second payment due within 120 calendar days of the completed execution of this Stipulation and Agreement. It shall be the responsibility of Licensee to see that the two ~~\$5,000~~ ^{\$2,500} checks are received by the Board by the dates set forth above. The payment shall be in a form acceptable to the Board or the Board's designee.

14. Licensee agrees he shall take responsibility for causing quarterly reports to be submitted to the Board. Licensee agrees for purposes of quarterly reporting the first quarter of each of the three years shall end three months following the effective date of the Stipulation and Agreement, that date being April 30, the second quarter ending September 30, the third quarter ending on October 31 and the fourth quarter ending on January 31. The report shall be due the 10th calendar day following the end of every quarter. Quarterly reports shall include information regarding number of continuing medical education hours completed, review and
(Confidential)

(Confidential)

(Confidential) report completed by the monitoring Board designee describing performance by Licensee of condition on his license requiring presence of an adult female in examining room and office with any female patient and an accounting of payments received and owed by Licensee of the fine.

15. Licensee shall not violate any provision of the Healing Arts Act including, but not limited to those provisions set forth in 1989 Supp. K.S.A. 65-2836 and 65-2837.

16. Nothing in this Stipulation and Agreement including above paragraph (13) or the Board's Order shall be construed as to deny the Board jurisdiction to investigate alleged violations of the Kansas Healing Arts Act, K.S.A. 65-2801 et seq. or investigate complaints received under the Risk Management Law, K.S.A. 65-4921, that are unknown, that are not covered in provisions in this Stipulation and Agreement or subsequent acts or past acts which are unknown to the Board. As of the date of signature of this Stipulation and Agreement, Disciplinary Counsel acknowledges no actions are pending for administrative action nor under investigation under the Kansas Healing Arts Act.

17. (Confidential)

(Confidential)

18. This Stipulation and Agreement and the Order shall be a public record filed with the Board.

19. Licensee agrees to notify the Board of any name, address, employment change, employment terminations or hospital privilege restriction within ten (10) calendar days of such action.

20. Licensee understands that he has an affirmative duty to notify the Board of any changes in his personal or professional status which would inhibit his compliance with the conditions imposed by the Board in this action.

21. All correspondence or communication with the Board as specified in this Stipulation and Agreement shall mean that the respondent must utilize certified mail addressed to Disciplinary Counsel, Kansas Board of Healing Arts, 235 S. Topeka Boulevard, Topeka, Kansas 66603.

22. Licensee acknowledges that if he fails to comply with any conditions or provisions of the Board order as set forth in this Stipulation and Agreement will result in the Board holding a hearing to which Licensee now consents to determine and request Licensee to show cause why Licensee should not be held in violation or breach of the Stipulation and Agreement of Board's Order or why a full adjudicative hearing on the merits of the case not be held. Licensee shall receive notice and opportunity to be heard on the show cause hearing in compliance with the provisions of the Kansas Administrative Procedure Act. Licensee further acknowledges that should Licensee fail to appear at any show cause hearing after

notice and fail to defend, the Board may proceed to hear evidence against him and enter into such Order as shall be justified by the evidence.

23. Licensee hereby releases the Kansas State Board of Healing Arts, its employees and agents, for all claims to mean those damages, actions, liabilities and causes of 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 or 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 or the content of this Stipulation and Agreement.

24. This Agreement is for administrative purposes only to resolve this administrative action. The contents of this Agreement in whole or in part shall not be deemed as any admission or acknowledgement of any alleged criminal or civil wrongdoing. This Agreement cannot be used as such in any subsequent proceeding.

25. Licensee fully understands that the Board does not have to follow Disciplinary Counsel recommendations as to appropriate disciplinary sanctions, but Licensee expects the Board to follow such recommendations.

26. Licensee further acknowledges that Disciplinary Counsel's signature affixed to this document does not bind the Board.

27. Licensee acknowledges that affixing the Licensee's signature to this document does bind Licensee to all conditions set forth in the Stipulation and Agreement.

28. This Stipulation and Agreement constitutes the entire agreement between the parties and may only be modified or amended by subsequent document executed in the same manner by the parties.

29. Licensee acknowledges that he has read this Stipulation and Agreement fully and understands the terms of this Stipulation and Agreement. Licensee has had the benefit of legal counsel in this matter and Licensee is satisfied with the advice and representation he has received in this matter.

30. Licensee acknowledges that this plea is freely and voluntarily given and no promises, threats or coercion have been used to obtain such Stipulation and Agreement.

31. This Stipulation and Agreement shall take effect upon acceptance and signature by the Board in issuance of an Enforcement Order.

32. Licensee acknowledges that he has read all the numbered paragraphs above (1 through 31) and he has received a copy of this Stipulation.

33. If Licensee complies with the terms and conditions of this Stipulation and Agreement and Order and there are no violations of the Kansas Healing Arts Act, then this matter shall

be deemed concluded in all respects.

IN WITNESS WHEREOF the parties have executed this agreement on this 2nd day of Feb., 1991.

KANSAS STATE BOARD OF HEALING ARTS

William Joseph Harrison
WILLIAM JOSEPH HARRISON, D.O. *with 2/9/91*
"Licensee"

2/4/91
Date

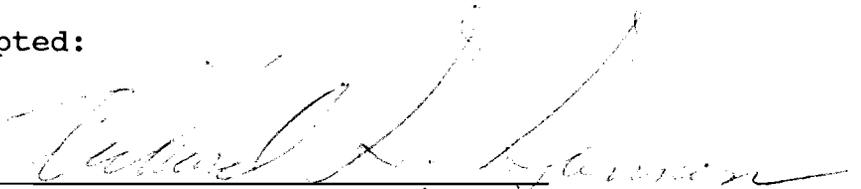
Steve Brooks
Steve Brooks, Attorney *SB 2/9/91*
400 N. Washington
Liberal, Kansas

2/4/91
Date

Michelle M. Torres
Michelle M. Torres
Disciplinary Counsel

2/4/91
Date *mt 2/9/91*

Accepted:



Kansas State Board of Healing Arts

3-12-91
Date