

FILED

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

MAR 11 1992

**KANSAS STATE BOARD OF
HEALING ARTS**

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

90-DC-0138

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 Brooks, Esq. and stipulate and agree as follows:

1. The Board and Licensee, as parties to a previous Stipulation and Agreement, entered into such previous Stipulation and Agreement having had same filed in the Kansas State Board of Healing Arts office, February 12, 1991 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 number 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), 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 the Stipulation and Agreement was filed in the office of the Kansas State Board of Healing Arts on December 11, 1991.

All conditions, limitations, restrictions and other provisions in the original 12-page Stipulation and Agreement, filed February 12, 1991, are incorporated by reference as is fully set forth herein.

5. It is the intent and purpose of this Stipulation and Agreement 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 are entered into between the undersigned parties and is submitted for the purpose of allowing those terms and conditions to become an Order of the Board.

This Stipulation and Agreement 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 the Stipulation and Agreement whether or not the Board signature is affixed to the 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 Statute 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 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.

c) (Confidential)

(Confidential)

i) (Confidential)

(Confidential)

ii) (Confidential)

(Confidential)

iii) (Confidential)
(Confidential)

iv) (Confidential)
(Confidential)

v) (Confidential)
(Confidential)

(Confidential)

vi) (Confidential)
(Confidential)

(Confidential)

vii) Licensee understands that all other provisions of the February 12, 1991 Stipulation and Agreement shall remain in full force and effect including paragraphs 15 through 22 and Licensee specifically adopts paragraph 23, 27, 29 and 30 as applicable to any amended Stipulation and Agreement which the Board may order subsequent to this Stipulation and Agreement Modification.

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 or past or subsequent acts which are unknown to the Board.

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.

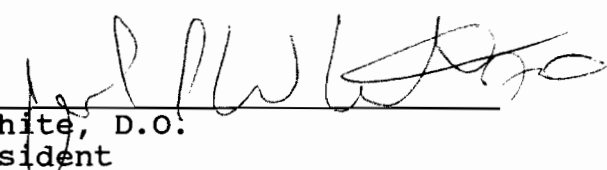
10. Licensee hereby releases the Kansas State Board of Healing Arts, its employees and agents, from all claims to mean those damages, actions, liabilities and causes of actions, both administrative and civil. This release shall forever discharge the Board of any and all claims or demands of every kind 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 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 he has read or has had read to him all the numbered paragraphs above, 1 through 10, and Licensee fully understands the contents and has received a copy of this Stipulation and Agreement Modification.

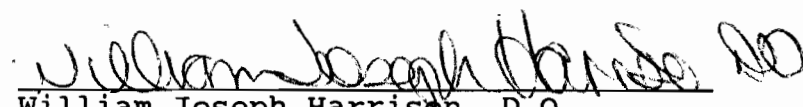
IN WITNESS WHEREOF the parties have executed this agreement on this 10th day of March, 1992.

KANSAS STATE BOARD OF HEALING ARTS

By:

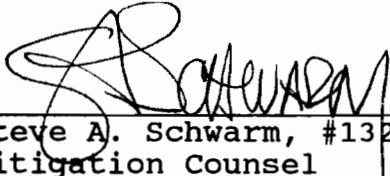

John P. White, D.O.
Board President

3-10-92
Date


William Joseph Harrison, D.O.
Licensee

2-13-92
Date

Prepared and Approved by:



Steve A. Schwarm, #13232
Litigation Counsel
Kansas State Board of Healing Arts
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Approved by:



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