

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILED

FEB 23 1994

**KANSAS STATE BOARD OF
HEALING ARTS**

IN THE MATTER OF)
)
APPLICATION FOR REINSTATEMENT)
OF REGISTRATION OF)
JEFFERY L. HENDERSON, P.A.)
Cancelled Registration number 15-00238)

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts ("Board") and Jeffery L. Henderson ("Applicant") and stipulate and agree as follows:

WITNESSETH:

WHEREAS, the Board is the sole and exclusive regulatory agency in the State of Kansas regarding the registration of Physician's Assistants; and

WHEREAS, on December 27, 1993, Applicant applied for reinstatement of registration as a Physician's Assistant in the State of Kansas, which registration was cancelled December 31, 1989, due to non-renewal; and

WHEREAS, while in the United States Air Force, Applicant committed certain acts for which the Board would have jurisdiction to deny reinstatement of registration pursuant to K.S.A. 65-2896 through K.S.A. 65-2897b; and

WHEREAS, under the provisions of K.S.A. 65-2838, the Board has authority to enter into this **Stipulation and Agreement and Enforcement Order** in lieu of formal administrative proceedings.

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER
Jeffery L. Henderson

NOW, THEREFORE, in consideration of the conditions, terms, covenants and promises contained herein, the parties hereto agrees 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 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 Applicant to this document, it shall be deemed a unilateral contract and agreement and shall bind Applicant to all terms and conditions set forth herein. Upon signature by Applicant, this document shall be deemed a public record. Applicant acknowledges that neither the Executive Director nor counsel for the Board is authorized to bind the Board.

3. Applicant understands and agrees that by entering into this **Stipulation and Agreement and Enforcement Order** he is waiving his right to a hearing. The Applicant voluntarily and knowingly waives his rights to present all testimony and documentary evidence, to submit rebuttal evidence, to conduct such cross-examination of witnesses as may be desired if an Administrative Hearing would be held on his Application for Reinstatement.

4. The Board agrees that, upon the execution of this agreement by a duly authorized Board representative, Applicant's registration number 15-00238 as a Physician's Assistant in the State of Kansas will be reinstated subject to the conditions, restrictions and limitations set forth in this **Stipulation and Agreement and Enforcement Order**.

5. Applicant hereby agrees to the following conditions, restrictions and limitations to his Physician's Assistant registration:

A. (Confidential)

(Confidential)

B. Applicant agrees to have a third party present during all examinations, consultations, treatment or other contacts between Applicant and female patients throughout the entirety of such examinations, treatments, consultations or contacts.

C. (Confidential)
(Confidential)

D. (Confidential)
(Confidential)

E. (Confidential)
(Confidential)

F. Applicant will provide his responsible physician and employer with a copy of this **Stipulation and Agreement and Enforcement Order**.

G. Applicant will be subject to random and unannounced inspections by the Board staff for the duration of this **Stipulation and Agreement and Enforcement Order** to ensure compliance with all provisions thereof.

6. Nothing in this agreement shall be construed to deny the Board jurisdiction to investigate any alleged violations of the Physician's Assistant laws that are unknown to the Board at this time.

7. This **Stipulation and Agreement and Enforcement Order** constitutes the entire agreement between the parties and may only be modified and amended by a subsequent document executed in the same manner by the parties.

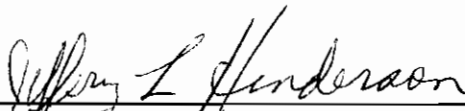
8. Applicant acknowledges that this **Stipulation and Agreement and Enforcement Order** has been entered into freely and voluntarily.

9. Following the expiration of two years from the date of this **Stipulation and Agreement and Enforcement Order**, Applicant may apply to the Board to have the agreement or any of the provisions thereof modified or terminated.

10. Upon execution of this **Stipulation and Agreement and Enforcement Order** by the affixing of a Board authorized signature below, the provisions of this **Stipulation and Agreement and Enforcement Order** shall become an order of the Board. This **Stipulation and Agreement and Enforcement Order** shall constitute the Board's order when filed with the office of Executive Director for the Board and no further order is required.

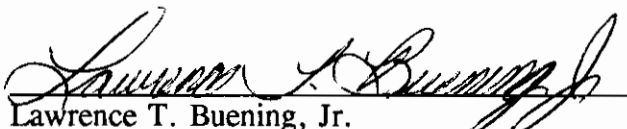
IN WITNESS WHEREOF, the parties have executed this agreement this

19TH day of FEBRUARY, 1994.



Jeffery L. Henderson
Applicant

KANSAS STATE BOARD OF HEALING ARTS

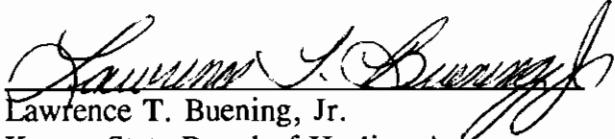


Lawrence T. Buening, Jr.
Executive Director

CERTIFICATE OF SERVICE

I, Lawrence T. Buening, Jr., Executive Director, Kansas State Board of Healing Arts, do hereby certify that on the 23^d day of February, 1994, a copy of the above and foregoing **Stipulation and Agreement and Enforcement Order** was deposited in the United States mail, postage prepaid, first class to the following:

Jeffery L. Henderson
8924 Bluestem
Wichita, Kansas 67207


Lawrence T. Buening, Jr.
Kansas State Board of Healing Arts
235 South Topeka Boulevard
Topeka, Kansas 66603-3068
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