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

**KANSAS STATE BOARD OF
HEALING ARTS**

In The Matter Of)
Roger I. Morrison, D.C.)
Kansas License No. 1-03757)
_____)

Docket No. 00-HA-45

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COME NOW, the Kansas State Board of Healing Arts ("Board") by and through counsel Stacy L. Cook and Kelli J. Benintendi ("Petitioner"), and Roger I Morrison, D.C. ("Licensee"), and stipulate and agree to the following:

1. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of the healing arts, specifically the practice of chiropractic. K.S.A 65-2801 *et seq.*; K.S.A. 65-2869.

2. Licensee admits that this Stipulation and Agreement and Enforcement Order ("Stipulation") and the filing of such document are in accordance with applicable law and that the Board has jurisdiction to consider the Stipulation.

3. Licensee agrees that the Kansas Healing Arts Act is constitutional on its face and as applied in this case.

4. Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.

5. Licensee is or has been entitled to engage in the practice of chiropractic in the State of Kansas, having been issued license number 1-03757 on December 19, 1985. Licensee last renewed his license on or about September 15, 1999.

6. Licensee's advertisement, on page 59 of the 1997-1998 Shawnee Mission Area Southwestern Bell Yellow Pages, states Licensee has a "Risk Free Guarantee," and "We are so certain that you will be 100% satisfied with our services that we offer a highly unusual guarantee; If after three visits, you are not absolutely convinced that our work has improved your condition, we'll refund every penny you've paid."

7. Licensee's advertisement, on page 55 of the 1998-1999 Shawnee Mission Area Southwestern Bell Yellow Pages states, "We are so certain that you will be 100% satisfied with our services that we offer a highly unusual guarantee; If, on your third visit, you are not absolutely convinced that our work has improved your condition, we'll refund every penny you've paid."

8. Licensee's advertisement, on page 61 of the 1999-2000 Shawnee Mission Area Southwestern Bell Yellow Pages states, "We are so certain that you will be 100% satisfied with our services that we offer a highly unusual guarantee; If, on your third visit, you are not absolutely convinced that our work has improved your condition, we'll refund every penny you've paid."

9. In setting forth the advertisements described in paragraphs 6-8 above, Licensee has engaged in unprofessional conduct. K.S.A. 65-2836(b), as further set forth in K.S.A. 65-2837(b)(8), in that Licensee has advertised that he guarantees his professional services..

10. Licensee's advertisement, on page 44 of the 1996-1997 Shawnee Mission Area Southwestern Bell Yellow Pages, states that Dr. Morrison is an "expert" and uses the phrase "expert care."

11. Licensee's advertisement, on page 59 of the 1997-1998 Shawnee Mission Area Southwestern Bell Yellow pages, states that Dr. Morrison is a "specialist in treating motor vehicle injuries."

12. In setting forth the advertisements as described in paragraphs 10-11 above, Licensee has engaged in unprofessional conduct, K.S.A. 65-2836(b), as further set forth in K.S.A. 65-2837(b)(7), in that Licensee has advertised professional superiority or the performance of professional services in a superior manner.

13. According to K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation without the necessity of proceeding to a formal hearing.

14. Licensee voluntarily and knowingly waives his right to a hearing. Licensee voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination of witnesses. Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

15. The terms and conditions of the Stipulation are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Stipulation shall not be binding on the Board until an authorized signature is affixed at the end of this document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Stipulation on behalf of the Board.

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

(a) In lieu of the conclusion of formal proceedings and/or the making of findings by the Board, Licensee, by signature affixed to this Stipulation, hereby voluntarily agrees to the following disciplinary measures placed on his license to engage in the practice of chiropractic in the State of Kansas:

- (i) Licensee is hereby publicly censured for advertising in a manner which constitutes unprofessional conduct;
- (ii) Licensee agrees to pay a fine to the Board in the amount of \$2,500.00. Such fine is due and payable to the Board on or before November 13, 2000.
- (iii) Licensee agrees to comply with all statutes and rules and regulations regarding advertising.

(b) This Order constitutes disciplinary action.

(c) Licensee's failure to comply with the provisions of the Stipulation will result in the Board taking disciplinary action as the Board deems appropriate according to the Kansas Administrative Procedure Act.

(d) Nothing in this Stipulation shall be construed to deny the Board jurisdiction to investigate alleged violations of the Healing Arts Act, or to investigate complaints received under the Risk Management Law, K.S.A. 65-4921 *et seq.*, that are known or unknown and are not covered under this Stipulation, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act.

(e) Licensee hereby releases the Board, and its individual members (in their official and personal capacities), its employees and agents (hereinafter individually or jointly referred to as "Releasees"), from any and all claims and causes of action, including but not limited to, 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 Releasees from 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 (either directly or indirectly), cause or permit to be prosecuted, any action or proceeding of any description against Releasees.

(f) Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record, and shall be reported to the Federation of Chiropractic Licensing Boards and any other reporting entities requiring disclosure of this Stipulation.

(g) This Stipulation, when signed by both parties, 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.

(h) Licensee agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement, even if Licensee is not present. Licensee further acknowledges that the Board may conduct further inquiry as it deems necessary before the complete or partial acceptance or rejection of any offer of settlement.

(i) Licensee, by signature to this document, waives any objection to the participation of the Board members in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member in any future proceeding on the basis that the Board member has received investigative information from any source which otherwise may not be admissible or admitted as evidence.

(j) Licensee acknowledges that he has read this Stipulation and fully understands the contents.

(k) Licensee acknowledges that this Stipulation has been entered into freely and

voluntarily.

(l) All correspondence or communication between Licensee and the Board relating to this Stipulation shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Stacy L. Cook, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

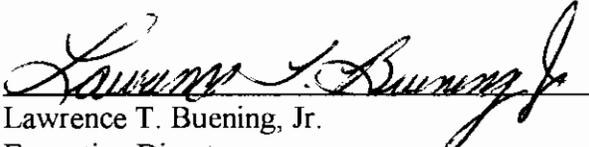
(m) Licensee shall obey all federal, state and local laws and rules governing the practice of chiropractic in the State of Kansas that may be in place at the time of execution of the Stipulation or may become effective subsequent to the execution of this document.

(n) Upon execution of this Stipulation by affixing a Board authorized signature below, the provisions of this Stipulation shall become an Order under K.S.A. 65-2838. This Stipulation shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further Order is required.

(o) Upon execution of this Stipulation by affixing a Board authorized signature below, the Petition to Revoke, Suspend or Otherwise Limit License shall be dismissed without prejudice.

IN WITNESS WHEREOF, the parties have executed this agreement on this 14th day of August, 2000.

KANSAS STATE BOARD OF HEALING ARTS


Lawrence T. Buening, Jr.
Executive Director

Date July 12, 2000

Roger I. Morrison, D.C.
Roger I Morrison, D.C.

WJB 8/14/00
Date

Prepared By:



Stacy L. Cook #16385
Litigation Counsel
Kelli J. Benintendi #16032
Associate Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068
Telephone No. (785) 296-7413

CERTIFICATE OF SERVICE

I, Stacy L. Cook, Litigation Counsel, Kansas Board of Healing Arts, hereby certify that I served a true and correct copy of the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** by United States mail, postage prepaid, on this 14th day of August, 2000, to the following:

Roger I. Morrison, D.C.
6445 Nieman Road
Shawnee, Kansas 66203

and the original was hand-delivered to:

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



Stacy L. Cook