

6. The Board has received information, has investigated information, and has reasonable cause to believe that Registrant has used excessive drugs and/or controlled substances which may affect his ability to practice with reasonable skill and safety and/or that Registrant is addicted to prescription drugs, which constitute grounds for disciplinary action against his registration pursuant to the Physical Therapy Act, K.S.A. 65-6912(a)(1) and 65-6912(a)(5), as further defined by K.A.R. 100-29-12(2)(c).

7. According to K.S.A. 77-505, the Board has authority to enter into this Stipulation without the necessity of proceeding to a formal hearing.

8. Registrant voluntarily and knowingly waives his right to a hearing. Registrant 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. Registrant voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

9. 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. Registrant specifically acknowledges that counsel for the Board is not authorized to sign this Stipulation on behalf of the Board.

10. 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, Registrant, by signature affixed to this Stipulation, hereby voluntarily agrees to the following

disciplinary measures and limitations placed on his registration to engage in the practice of physical therapy in the State of Kansas:

(i.) Registrant agrees to abstain from the consumption or use of alcohol, narcotics, and controlled substances, unless prescribed by a licensed physician for a medically necessary purpose and taken pursuant to the directives of a physician.

(Confidential)

(Confidential)

(b) This Order constitutes disciplinary action and a limitation on Registrant's registration. The limitation will remain in effect until Registrant requests termination of the limitation and the Board grants such request for termination.

(c) Registrant'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 Physical Therapy Act.

(e) Registrant hereby releases the Board, its individual members (in their official and personal capacities), attorneys, employees and agents (hereinafter collectively referred to as "Releasees"), from any and all claims including but not limited to, those alleged damages, actions, liabilities, both administrative and civil, including the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et seq.* arising out of the investigation and acts leading to the execution of this Stipulation. This release shall forever discharge the Releasees of any and all claims or demands of every kind and nature that Registrant has claimed to have had at the

time of this release or might have had, either known or unknown, suspected or unsuspected, and Registrant shall not commence to prosecute, cause or permit to be prosecuted, any action or proceeding of any description against the Releasees.

(f) Registrant further understands and agrees that upon signature by Registrant, this document shall be deemed a public record, and shall be reported to all 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) Registrant 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 Registrant is not present. Registrant 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) Registrant, 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) Registrant acknowledges that he has read this Stipulation and fully understands the contents.

(k) Registrant acknowledges that this Stipulation has been entered into freely and voluntarily.

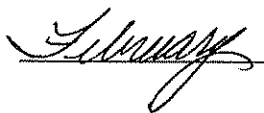
(l) All correspondence or communication between Registrant and the Board relating to this Stipulation shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Stacy L. Cook, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

(m) Registrant shall obey all federal, state and local laws and rules governing the practice of physical therapy 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.

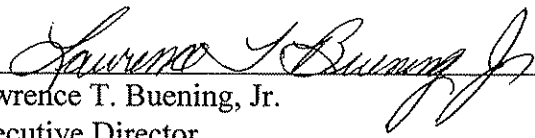
(n) Upon execution of this Stipulation by affixing a Board authorized signature below, the provisions of this Stipulation shall become an Order under K.S.A. 65-2838. This Stipulation shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further Order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

(o) The Board may consider all aspects of this Stipulation in any future matter regarding Registrant.

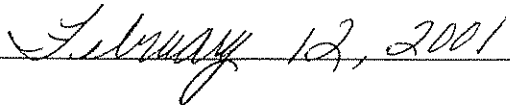
IN WITNESS WHEREOF, the parties have executed this agreement on this 12th day of

, 2001.


KANSAS STATE BOARD OF HEALING ARTS




Lawrence T. Buening, Jr.
Executive Director



Date




Jarrod O'Donnell, P.T.A.



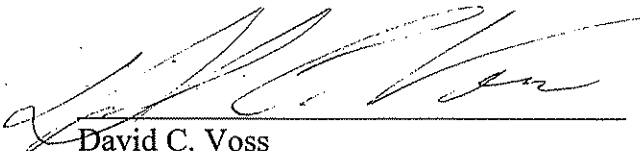
Date

Prepared By:



Stacy L. Cook, #16385
Litigation Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3065
(785) 296-7413

Approved as to form by:



David C. Voss
615 SW Topeka Avenue
Topeka, Kansas 66603
(Attorney For Licensee)


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 13th day of February, 2001, to the following:

David C. Voss
615 SW Topeka Avenue
Topeka, Kansas 66603

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