

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILLED

AUG 16 1994

IN THE MATTER OF)
WILLIAM G. OSOBA, M.D.)
Kansas License # 04-10764)
_____)

**KANSAS STATE BOARD OF
HEALING 3**

STIPULATION AND AGREEMENT
AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts ("Board") by and through Kevin K. LaChance, Disciplinary Counsel, and William G. Osoba, M.D. ("Licensee") and stipulate and agree as follows:

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 medicine and surgery. K.S.A. 65-2801, et seq; K.S.A. 65-2869.

2. Licensee holds a license to engage in the practice of medicine and surgery in the State of Kansas, having been issued license number 04-10764 on December 15, 1954. Licensee has maintained said license in a current active status until the current renewal period. Licensee applied for renewal in May 1994; his application for renewal is currently in an incomplete status.

3. Information provided to the Board indicates that Licensee has failed to successfully participate in program which addresses the issues considered by K.S.A. 65-2836(i). This failure has been made known to the Board and the information provided to the Board disciplinary staff as a result of its investigation.

4. Based on the above information, the Board has determined there is probable cause to believe Licensee has committed acts which, if proven to be true, would constitute grounds for discipline by the Board. Specifically, Licensee may be unable to practice with reasonable skill or safety due to

5. Such acts or conduct as set forth above could constitute grounds for discipline under the jurisdiction of the Board pursuant to K.S.A. 65-2836(i). Under the provisions of K.S.A. 65-2838(a), the Board has jurisdiction to impose appropriate discipline if a licensee to the Board has engaged in any commissions or omissions to bring licensee within the purview of K.S.A. 65-2836. Under the provisions of K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation and Agreement.

6. Licensee voluntarily and affirmatively waives his right to a hearing pertaining to any matter under the jurisdiction of the Board regarding the issues stated above. Licensee admits the allegations are true, and that his actions and or conduct violate the provisions of the Healing Arts Act, specifically K.S.A. 65-2836(i). Applicant voluntarily and knowingly waives his right 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 would be held.

The terms and conditions of the Stipulation and Agreement are entered into between the undersigned parties and is submitted for the purpose of allowing these terms and conditions to become an Order of the Board.

This Stipulation and Agreement shall not be binding on the Board until an authorized signature is affixed at the end of this document. Upon signature by Licensee to this document, it shall be deemed a unilateral contract and agreement and shall bind Licensee to the terms and conditions set forth in the Stipulation and Agreement whether or not the Board's signature is af-

fixed to the document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

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

a) The Board is the duly authorized administrative agency of the State of Kansas with appropriate statutory authority to regulate the practice of the healing arts to include the practice of medicine and surgery in the State of Kansas.

b) Licensee admits that this Stipulation and Agreement and the filing of such a 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 notes that the Kansas Healing Arts Act 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 provision of law.

c) In lieu of the initiation of formal proceedings and/or findings by the Board, Licensee, by signature attached to this Stipulation and Agreement, hereby voluntarily surrenders his license to engage in the practice of medicine and surgery in the State of Kansas. Such surrender shall be treated as a disciplinary action, and shall be treated and reported as a surrender in lieu of revocation.

Applicant's agreement to the probationary limitations, conditions, and restrictions of his license are evidenced by his signature affixed to this document.

e) Nothing in this agreement 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 unknown and are not covered under the conditions of this Stipulation and Agreement or subsequent acts which are unknown to the Board or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act.

f) This Stipulation and Agreement constitutes the entire agreement between the parties and may only be modified and/or amended by a subsequent document executed in the same manner by the parties. Licensee acknowledges that he has read this Stipulation and Agreement and fully understands the Contents.

g) Licensee hereby releases the Board, its employees and agents, from all claims to mean those damages, actions, liabilities and causes of actions, 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 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 or the contents of this Stipulation and Agreement.

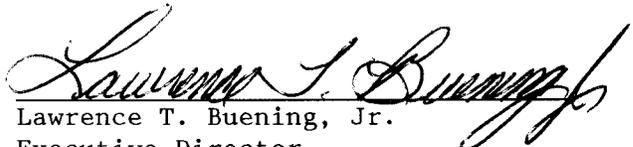
h) Licensee acknowledges that this Stipulation and Agreement has been entered in freely and voluntarily given. Licensee acknowledges that this document shall be deemed a public record upon Licensee's signing this document, whether or not an authorized Board signature appears on same, and shall be reportable to the National Practitioner Databank, the Federation of State Medical Boards and other reporting agencies.

8. Upon execution of this Stipulation and Agreement by the affixing of a Board authorized signature below, the provisions of this Stipulation and

Agreement shall become an Order of the Board and shall be deemed a proper and lawful Enforcement Order under K.S.A. 65-2838. This Stipulation and Agreement and Enforcement Order shall constitute the Board's Order when filed with the Office of the General Counsel for the Board and no further Order is required.

IN WITNESS WHEREOF, the parties have executed this agreement on the 16th day of August, 1994.

KANSAS STATE BOARD OF HEALING ARTS


Lawrence T. Buening, Jr.
Executive Director

8/16/94
Date


William G. Osoba, M.D.
Licensee

7/14/94
Date

Prepared and Approved As To Form By:



Kevin K. LaChance, #15058
Disciplinary Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068
(913) 296-7413

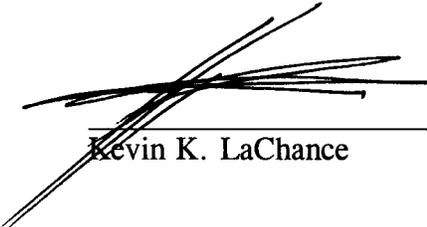
CERTIFICATE OF SERVICE

I, Kevin K. LaChance, Disciplinary Counsel, Kansas State Board of Healing Arts, hereby certify that on this 16TH day of AUGUST, 1994, a true and correct copy of the above **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** was deposited in the United States mail, first class, postage prepaid, addressed to the following:

William G. Osoba, M.D.
Berkley Square
Bldg. 13, Room 1302
550 West Central
Wichita, Kansas 67203

and the original was hand-delivered to:

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



Kevin K. LaChance