

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILED

MAR 20 1996

**KANSAS STATE BOARD OF
HEALING ARTS**

IN THE MATTER OF)
)
BASUVIAH SHANKER, M.D.)
Applicant for Kansas Licensure)
_____)

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 Basuviah Shanker, M.D. ("Applicant"), by and through his attorney, Ms. Andrea Stubblefield, Dickson & Pope, P.A., and stipulate and agree as follows:

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 medicine and surgery. K.S.A. 65-2801 et seq; K.S.A. 65-2869. Applicant admits that this Stipulation and Agreement and Enforcement Order ("Stipulation") and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider the Stipulation and is lawfully constituted to consider this matter to include consideration of this Stipulation. Applicant further notes that the Kansas Healing Arts Act is constitutional as applied in this case. Applicant further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.

2. Applicant has applied for a license to practice the healing arts, specifically medicine and surgery, in the State of Kansas, and his application was approved subject to condition subsequent December 8, 1995, by the Board at its regularly scheduled Board meeting.

3. The Board has received information at hearing, and has determined, with the agreement of Applicant, that Applicant should receive a

license to practice medicine and surgery in the State of Kansas under certain conditions.

4. 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. Upon signature by Applicant to this document, it shall be deemed a unilateral contract and agreement and shall bind Applicant to the terms and conditions set forth in the Stipulation whether or not the Board's signature is affixed to the document. Applicant specifically acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

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

a) (Confidential)

(Confidential)

b) Applicant's failure to comply with the provisions of the Stipulation may result in the Board taking disciplinary action as the Board deems appropriate in compliance with the Kansas Administrative Procedure Act and/or the terms of this Stipulation. (Confidential)

(Confidential)

c) 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 at this time, or to initiate formal proceedings based upon currently unknown allegations of violations of the Healing Arts Act

d) This Stipulation 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.

e) Applicant acknowledges that he has read this Stipulation and fully understands its contents. Applicant acknowledges that this Stipulation has been entered in freely and voluntarily given.

f) Applicant 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 Applicant has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Applicant 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.

g) Applicant further acknowledges that the Stipulation may be reportable to the National Practitioner Databank, the Federation of State Medical Boards, and other reporting agencies, and is a public document. Applicant and/or counsel for Applicant shall be given opportunity to participate in the reporting process.

6. All correspondence or communication between Applicant and the Board shall be by certified mail addressed to: Kansas State Board of Healing

Arts, ATTENTION: Disciplinary Counsel, 235 S. Topeka Boulevard, Topeka, Kansas 66603-3068.

7. Applicant shall obey all federal, state, and local laws and rules governing the practice of medicine and surgery 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.

8. Applicant has an affirmative duty to notify the Board of changes in his personal professional status which would inhibit compliance with the above conditions in this Stipulation.

9. Upon execution of this Stipulation by the affixing of a Board authorized signature below, the provisions of this Stipulation 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 shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further Order is required.

IN WITNESS WHEREOF, the parties have executed this agreement on the 20th day of March, 1996.

KANSAS STATE BOARD OF HEALING ARTS

Lawrence T. Buening, Jr.
Lawrence T. Buening, Jr.
Executive Director

3/20/96
Date

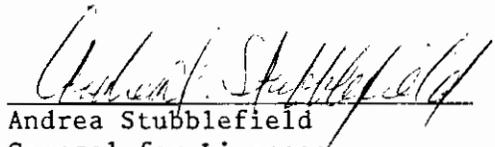
Basuviah Shanker MD
Basuviah Shanker, M.D.
Applicant

3-12-96
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



Andrea Stubblefield
Counsel for Licensee
Dickson & Pope, P.A.
700 Jackson Street, Roof Garden Suite
Topeka, Kansas 66603
(913) 233-2015

CERTIFICATE OF SERVICE

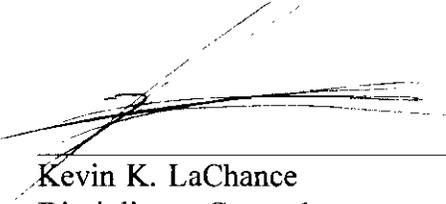
I, Kevin K. LaChance, Disciplinary Counsel, Kansas State Board of Healing Arts, certify that on the 21st day of March, 1996, I served a true and correct copy of the STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER by U.S. mail, first class postage prepaid, to the following:

Basuviah Shanker, M.D.
33759 Osawatomie Road
Osawatomie, Kansas 66064

Andrea Stubblefield
Counsel for Licensee
Dickson & Pope, P.A.
700 Jackson Street, Roof Garden Suite
Topeka, Kansas 66603

and the original hand delivered to:

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



Kevin K. LaChance
Disciplinary Counsel