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SEP 05 1995

KANSAS STATE BOARD OF HEALING ARTS

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

IN THE MATTER OF)	
)	
PAUL J. SOVELL, M.D.)	Case No. 96-00006
Applicant for Licensure by Endorsement)	
_____)	

STIPULATION AND AGREEMENT
AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts ("Board") by and through Lori R. Miskel, Associate Counsel, and Paul J. Sovell, M.D. ("Applicant"), 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 on its face and 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 applied for licensure by endorsement to practice medicine and surgery in the State of Kansas pursuant to K.S.A. 65-2833. Applicant is currently licensed to practice medicine and surgery in the State of Arizona, and previously held a license to practice medicine and surgery in the State of New Jersey, which license was cancelled for failure to renew. No disciplinary action has been taken against either license.

3. Applicant answered affirmatively to question number 18 on the Application for Endorsement regarding whether Applicant has ever been a defendant in a legal action involving professional liability (Malpractice) or had a professional liability claim paid in his behalf. Specifically, Applicant answered that he has been named a defendant in three separate cases. Resolution of all three is currently pending.

4. An investigation into these claims was initiated by the Board. Applicant voluntarily provided the Board with all medical records and documentation related to each claim. The records were forwarded to the Board's Medicine and Surgery Review Committee for review.

5. One or more instances involving failure to adhere to the applicable standard of care (malpractice) may be deemed professional incompetence as defined by K.S.A. 65-2837(a), and could constitute grounds for denial of Applicant's application.

6. Applicant has made proper application for a license by endorsement, has the required qualifications for such license, and has paid the prescribed fees. Applicant is thus eligible to receive a temporary license to practice medicine and surgery in the State of Kansas pursuant to K.S.A. 65-2811, absent the above noted potential disciplinary impediments to licensure.

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

a) Applicant will be issued a temporary license to practice medicine and surgery in the State of Kansas until such time as a review of the previously referred to medical records is complete and recommendations from the Review Committee and the Disciplinary Panel is received.

b) Applicant agrees that should the Review Committee or Disciplinary Panel of the Board recommend that his application for licensure by endorsement be denied, Applicant's temporary license will be immediately cancelled and the matter will be forwarded to the Board for its consideration at its next regularly scheduled meeting.

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 and are not covered under the conditions of this Stipulation, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act, including the information which provides the basis for this Stipulation.

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 into 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 commend 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 acknowledges that this document shall be deemed a public record upon Applicant's signing this document and Board acceptance of the terms of this document. Applicant acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

h) Board acknowledges that this Stipulation is not a disciplinary action and therefore the Board is not required to make a report to the National Practitioner Databank, the Federation of State Medical Boards, or other reporting agencies.

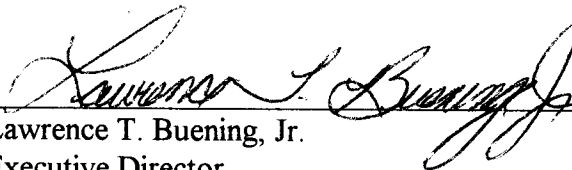
8. All correspondence or communication between Applicant and the Board shall be by certified mail addressed to: Kansas State Board of Healing Arts, ATTENTION: Associate Counsel, 235 S. Topeka Boulevard, Topeka, Kansas 66603-3068.

9. 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 and Agreement or may become effective subsequent to the execution of this document.

10. Upon execution of this Stipulation by the affixing of a Board authorized signature below, the provision 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 5 day
of September, 1995.

KANSAS STATE BOARD OF HEALING ARTS



Lawrence T. Buening, Jr.
Executive Director

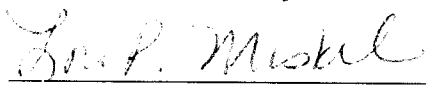
September 5, 1995
Date



Paul J. Sovell, M.D.
Applicant

9/5/95
Date

Prepared and Approved As to Form by:



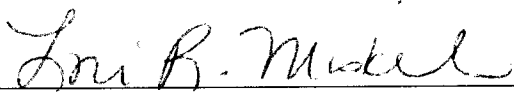
Lori R. Miskel, #17223
Associate Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, KS 66603-3068
(913) 296-7413

Certificate of Service

I do hereby certify that on this 5th day of September, 1995, I caused a true and correct copy of the above and foregoing STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER to be personally delivered to:

Paul J. Sovell, M.D.

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



Lori R. Miskel