

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

FILED

IN THE MATTER OF )  
Daniel M. Thompson, M.D. )  
KANSAS LICENSE NO. 09918 )

DEC 21 1992

KANSAS STATE BOARD OF  
HEALING ARTS

STIPULATION AND AGREEMENT  
AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts ("Board"), and Daniel M. Thompson, M.D., (Licensee) and stipulate and agree as follows:

Witnesseth:

Whereas, the Board is the sole and exclusive regulatory agency in the State of Kansas regarding the practice of the healing arts, specifically medicine and surgery; and

Whereas, Licensee is licensed in the State of Kansas authorized to engage in the practice of medicine and surgery having been issued License No. 09918, issued originally on June 8, 1950.

Whereas, Licensee obtained an exempt status license with his last reinstatement date June 29, 1992. The licensee has requested that his license be made active. Whereas, Licensee has not actively practiced medicine and surgery nor prescribed medications for period of time and as such licensee does not have a DEA number.

Whereas, the Licensee has no desire to obtain a DEA number nor

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STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER  
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~~write prescriptions for controlled substances.~~

Whereas, under the provisions of K.S.A. 1991 Supp. 65-2838(b), the Board has the authority to enter into this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

Now, therefore, in consideration of the conditions, terms, covenants, and promises contained here, the parties agree as follows:

1. The terms and conditions of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** 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.

2. This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** shall not become binding on the Board until an authorized signature is affixed on the last page of this document. Upon signature by applicant to this document, it shall be deemed a unilateral contract and agreement and shall bind licensee to all terms and conditions set forth in the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** whether or not the Board signature is affixed to the document. Upon signature by Licensee, this document shall be deemed a public record. Licensee acknowledges that neither Executive Director nor Counsel for the Board is authorized to bind the Board.

3. The parties further agree as follows:

a) The Board is the duly authorized administrative agency in the State of Kansas with appropriate statutory

authority to regulate the practice of the healing arts to include the practice of medicine and surgery.

b) Licensee admits that the form of the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** and is legally and lawfully constituted to consider this matter to include consideration of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

c) Licensee further acknowledges that the Kansas Healing Arts Act, as set forth in the statute and as recited in the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**, is constitutional on its face and as applied in this case.

d) Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.

e) Licensee agrees that he will not obtain nor apply for a DEA number nor will he prescribe any controlled substances and in consideration of such agreement the Board shall grant the Licensee an active status license.

4. Nothing in the agreement shall be construed to deny the Board jurisdiction to investigate complaints received under the

Kansas Risk Management Law, K.S.A. 65-4921 et seq. that are unknown or that are not covered under the conditions of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** or past acts which are unknown to the Board or subsequent acts.

5. This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** 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.

6. Licensee acknowledges that this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** has been entered into freely and voluntarily given.

7. Licensee hereby releases the Kansas State Board of Healing Arts, its employees and agents, from all claims to mean 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 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, appeal, 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 AND ENFORCEMENT ORDER** or the content of this **STIPULATION AND AGREEMENT AND ENFORCEMENT**


**ORDER.**

8. Licensee acknowledges he has read or has had read to him all of the numbered paragraphs above, 1 through 7, that Licensee fully understands the contents and has received a copy of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.


9. Upon execution of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** by the affixing of a Board authorized signature below, the provisions of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** shall become an Order under K.S.A. 1991 Supp. 65-2838. This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** shall constitute the Board's Order when filed with the Office of Executive Director for the Board and no further Order is required.

**IN WITNESS WHEREOF** the parties have executed this agreement on this 11<sup>th</sup> day of December, 1992.

KANSAS STATE BOARD OF HEALING ARTS

  
Rex Wright, D.C.  
Kansas Board of Healing Arts President

December 11, 1992  
Date

  
Daniel M. Thompson, M.D.  
Licensee

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Date

**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**  
**DANIEL M. THOMPSON, M.D.**

Prepared and Approved by:

Debra L. Billingsley  
Debra L. Billingsley  
Disciplinary Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603  
(913) 296-7413

**CERTIFICATE OF SERVICE**

I, Debra L. Billingsley, Disciplinary Counsel, Kansas State Board of Healing Arts, hereby certify that I served a true and correct copy of the attached **STIPULATION AND AGREEMENT and ENFORCEMENT ORDER** by United States Mail, postage prepaid, on this 22nd day of December, 1992 to the following:

Daniel M. Thompson, M.D.  
P.O. Box 4069  
Wichita, Kansas 67204

Debra L. Billingsley  
Debra L. Billingsley