

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

**FILED**

DEC 11 1992

IN THE MATTER OF )  
DAVID L. WHARRAN, D.C. )  
Kansas License No. 3715 )  
\_\_\_\_\_ )

Case No. 92-00228

**KANSAS STATE BOARD OF  
HEALING ARTS**

**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**

COMES NOW the Kansas State Board of Healing Arts (Board), and David L. Wharran, D.C., (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 chiropractic; and

WHEREAS, Licensee was originally licensed in the state of Kansas to engage in the practice of chiropractic on July 10, 1984 having been issued license No. 3715, and

WHEREAS, information was provided to the Board on May 1, 1992  
confidential

WHEREAS, by STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER dated June 12, 1992, Licensee voluntarily surrendered his license to practice Chiropractic in Kansas; and

WHEREAS, on November 30, 1992 Licensee filed with the Board an

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**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**  
**David L. Wharran**

application for reinstatement for license to practice chiropractic in the state of Kansas; and

WHEREAS, such acts or conduct as set forth above would constitute grounds to refuse or deny the granting of Licensee's application for reinstatement pursuant to K.S.A. 1991 Supp. 65-  
confidential

WHEREAS, in lieu of formal administrative proceedings required by K.S.A. 77-511, the parties are desirous of entering into this Stipulation.

NOW, THEREFORE, in consideration of the conditions, terms, covenants and promises contained herein, the parties agree as follows:

1. It is the intent and purpose of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. 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 those 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 Licensee 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 the Licensee, this document shall be deemed a public record. Licensee acknowledges that counsel for the Board is not 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 chiropractic.

b) Licensee admits that this **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 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 is 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 further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance of the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** as it relates to the Kansas Healing Arts Act.

f) Licensee further understands and agrees that by entering into this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**, he is waiving his right to a hearing. The Licensee voluntarily and knowingly waives his rights 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 motion and defenses that could be raised if an administrative hearing would be held.

4. The Board agrees to issue Licensee a license to practice chiropractic upon Licensee's execution of this Stipulation.

5. Upon the issuance of a license, Licensee hereby voluntarily stipulates and agrees to the following probationary conditions, restrictions, and limitations to said permit and/or license:

a. confidential

6. Nothing in the agreement shall be construed to deny the Board jurisdiction to investigate the alleged violations of the Healing Arts Act or 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.

7. 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.

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

9. 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 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 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 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**.

10. Licensee acknowledges he has read or has had read to him all of the numbered paragraphs above, 1 through 9, that Licensee fully understands the contents and has received a copy of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

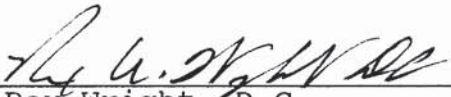
11. Upon execution of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** by affixing of a Board authorized signature below, the provisions of this **STIPULATION AND AGREEMENT AND**



**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

  
David L. Wharran, D.C.  
Licensee

12/11/92  
Date

Prepared and Approved by:

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

**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**  
David L. Wharran

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, certified, postage prepaid, on this 18 day of December, 1992 to the following:

David L. Wharran, D.C.  
2116 W. 5th  
Chanute, Kansas 66720

Debra L. Billingsley  
Debra L. Billingsley

P 137 321 768  
Certified Number