



ligations, diagnostic laparoscopy, Marsupialization of Bartholin abscesses, cold knife cervical conizations, and implants of long term contraceptive devices including the Norplant device.

The Stipulation and Agreement at page 9 indicates that applicant shall be afforded an opportunity to petition the Board to rescind or modify the limitation to not engage in clinical practice of medicine and surgery upon the expiration of the initial twelve month probationary period with such rescission of prohibition against clinical medicine and surgery. Such opportunity for applicant to petition the Board shall be deemed an opportunity for applicant to petition the Board to extend or modify the clinical gynecological procedures.

The Stipulation and Agreement encompassing fourteen (14) pages other than that addressed above remains unchanged.

This amendment to the Stipulation and Agreement was accepted by Vernon E. Dyer, M.D. at the Board Meeting of April 13, 1991. Dr. Dyer waives any such signature to the modification. Such modification shall become an order of the Board.

Such amendment shall become effective and shall control the limitation on applicant's license to engage in the practice of medicine and surgery on the date of applicant's compliance with the provisions of the Kansas Healing Arts Act to maintain an active license. Until such compliance, applicant shall be granted an exempt license and shall be restricted to administrative functions as set forth in the original Stipulation and Agreement.

KANSAS STATE BOARD OF HEALING ARTS

*Franklin D Bichlmeier MD*

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FRANKLIN BICHLMEIER, M.D.  
Board President

*5-4-91*

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Date

**FILED**

MAY 05 1991

**BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS**

**KANSAS STATE BOARD OF  
HEALING ARTS**

IN THE MATTER OF )  
 )  
VERNON E. DYER, M.D. )

Case No. 89-DC-0177

**STIPULATION AND AGREEMENT**

COMES NOW, the Kansas State Board of Healing Arts (Board) by and through Steve A. Schwarm, Litigation Counsel and Vernon E. Dyer, M.D. (Applicant) 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.

2. Applicant has made application for reinstatement of his license to engage in the practice of medicine and surgery in the State of Kansas.

3. On September 4, 1990 information was provided to the Litigation Counsel of the Board voluntarily by Applicant which indicated the Applicant had disciplinary action taken against his license to practice medicine and surgery in the State of Arizona by the Board of Medical Examiners of the State of Arizona. Such action is reflected in the Stipulation and Order dated March 15, 1989 in the case captioned: In the Matter of Vernon E. Dyer, M.D., Holder of License No. 9130 for the practice of medicine in the State of Arizona, FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

OF SUMMARY SUSPENSION of License dated June 29, 1989 before the Arizona Board of Medical Examiners with same case caption, and CONSENT ORDER FOR CANCELLATION OF LICENSE, dated August 17, 1989 with the same case caption before the Arizona Board of Medical Examiners.

4. Based on the above information, the Board has determined there is probable cause to believe that Applicant has had formal disciplinary action taken against Applicant's license to engage in the practice of medicine and surgery by a regulatory licensing agency of another jurisdiction. Such action would come within the purview of K.S.A. 1990 Supp. 65-2836(u) in that the sanctions or disciplinary actions have been taken against Applicant by governmental agency for acts or conduct similar to acts or conduct which would constitute grounds for discipline under this section.

Such conclusions of law as set forth in the Board of Medical Examiners of the State of Arizona CONSENT ORDER FOR CANCELLATION OF LICENSE indicates the conduct of Vernon E. Dyer constitutes unprofessional conduct in violation of Arizona revised statute, Section 32-1401(12)(r) violation of a formal order probation or stipulation issued by the Board. Additionally, the conduct of Vernon E. Dyer, M.D., constitutes unprofessional conduct in violation of Arizona Revised Statute Section 32-1401(12)(f)

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confidential and that the conduct of Vernon E. Dyer, M.D., constitutes

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**Stipulation and Agreement**  
**VERNON E. DYER, M.D.**

unprofessional conduct in violation of Arizona Revised Statute, Section 32-1401(12)(q) any conduct or practice which is or might be harmful or dangerous to the health of the patient or the public.

Such acts or conduct would constitute grounds under jurisdiction of the Kansas Board of Healing Arts pursuant to K.S.A. 1990 Supp. 65-2836(k) and (m) K.S.A. 65-2836(b) as further defined in K.S.A. 65-2837(b)12. Under the provisions of K.S.A. 1990 Supp. 65-2838(b), the Board has jurisdiction to impose appropriate discipline if a Licensee of the Board has engaged in any commissions or omissions to bring Licensee within the purview of K.S.A. 1990 Supp. 65-2836. Under the provisions of K.S.A. 1990 Supp. 65-2838, the Board has authority to enter into this Stipulation and Agreement. The Board has authority pursuant to K.S.A. 65-2805 to deny license for any reason that appropriate disciplinary action can be taken against a Licensee.

5. It is the intent and purpose of this Stipulation and Agreement to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. Applicant/Licensee voluntarily and affirmatively waives his right to a hearing pertaining to any matter under the jurisdiction of the Board of Healing Arts regarding the granting of a license to engage in the practice of medicine and surgery and the subsequent probationary limitation, conditioning and restricting of his license.

The terms and conditions of this Stipulation and Agreement are entered into between the undersigned parties, and 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 Kansas Board of Healing Arts until an authorized signature is affixed on the last page of this document.

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

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

b) Applicant/Licensee admits that this Stipulation and Agreement 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 is lawfully constituted to consider this matter to include consideration of this Stipulation and Agreement.

Applicant/Licensee further notes that the Kansas Healing Arts Act as set forth in the Statute and as recited in the Stipulation and Agreement is constitutional on its face and as applied in this case.

Applicant/Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction conferred to it by any provisions of law.

Application/Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance of this Stipulation and Agreement as it relates to the Kansas Healing Arts Act and the probationary limitations, restrictions and conditions of Applicant/Licensee's license to engage in the practice of medicine and surgery in the State of Kansas.

c) Applicant/Licensee's license to engage in the practice of medicine and surgery in the State of Kansas is hereby placed under a probationary condition, limitation and restriction for a minimum period of three (3) years from the date of the authorized signature affixed to this Stipulation and Agreement. Computation of the five (5) year period shall be calculated by adding the figure 3 to the year 1991, associated with the authorizing signature and date of this document after execution by the Board of Healing Arts.

Applicant/Licensee's agreement to the probationary limitations, conditions and restriction of this license as evidenced by his signature affixed to this document.

Applicant/Licensee hereby agrees to limit his license to engage in the practice of medicine and surgery in the State of Kansas and that the monitoring contract entered into between the confidential and Licensee is adopted by the Board. The entire three-page document consisting of fifteen numbered paragraphs as incorporated by references though full accept forth herein all conditions and covenants terms and

promises contained therein are adopted by the Board as conditions to be placed on Licensee's practice and license in the State of Kansas.

In all clauses of the confidential  
confidential Monitoring Contract between Kansas Medical Society (KMS) and Applicant/Licensee, all individuals identified shall be accepted as current individuals to include personal physician, other identifiable individuals. The peer support group sponsor and supervising physician shall be recognized as current and identifiable individuals. However, should any of the identifiable individuals change, the Board shall be notified by Applicant/Licensee within five (5) calendar days of such change.

Within fourteen (14) calendar days of the Board's authorized signature affixed to this Stipulation and Agreement, Applicant/Licensee must submit a completely executed confidential  
confidential Monitoring Contract to the Board. Failure to submit such completely executed document within fourteen calendar days will be deemed Applicant/Licensee's desire not to enter into such program, and this Stipulation and Agreement shall be null and void. Applicant/Licensee's license to engage in the practice of medicine and surgery shall be effective on the date of acceptance of confidential  
compliance Monitoring Contract.

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**Stipulation and Agreement**

**VERNON E. DYER, M.D.**

For the duration of Applicant/Licensee's probationary period, Applicant/Licensee will attend or participate in peer support group in compliance with confidential Monitoring Contract. Applicant/Licensee agrees to have submitted a quarterly report from Applicant/Licensee's Peer support group sponsor, indicating Applicant/Licensee's act or participation and attendance in such organization.

Applicant/Licensee agrees to attend such program with regularity as to be determine by Applicant/Licensee and Applicant/Licensee's supervising physician. However such attendance shall not be less than one time per week. Licensee agrees to satisfactorily participate in the confidential

confidential Applicant/Licensee agrees that the program may discuss or otherwise communicate with the Board's Designee such details of this case as a program where the Board deems appropriate to plan and coordinate this individual program confidential confidential

Applicant/Licensee agrees to release to the Board or Board's Designee all material in this program in the event he is terminated from the program for noncompliance with his individual program. Such authorization shall be completed by the filing and release for confidential information form with the Board simultaneously with filing the confidential program contract with the Board.

Applicant/Licensee shall be responsible for all costs associated with the compliance monitoring program.

Applicant/Licensee agrees to take responsibility for causing the above quarterly reports to be submitted to the Board or Board designee.

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Applicant/Licensee hereby agrees to limit his license to engage in a practice of medicine and surgery in the State of Kansas and that for the first twelve (12) months of the thirty-six month (three years) limitation Application/Licensee will not engage in any clinical practice of medicine and surgery, will not have nay direct patient contact in the delivery of medicine and surgery in the State of Kansas and shall not either directly, or indirectly

engage in the practice of medicine and surgery where it relates to the delivery of medical services and care to identifiable patients.

Such limitations shall mean that Applicant/Licensee shall not engage in a system, treatment, operation, diagnosis, prescription or practice for the ascertainment, cure, relief, palliation adjustment or correction of any human disease, ailment, deformity or injury, and shall not prescribe, recommend, or furnish medicine or drugs or perform any surgical operation of any nature by the use of any surgical instrument, procedure equipment or mechanical devise, for the diagnosis, cure or relief of any wounds, fractures, bodily injury, infirmative disease, physical or mental illness of human being.

This period of limitation shall be construed as a minimum twelve (12) month probationary period associated with this limited license. After twelve months, Applicant/Licensee shall be afforded the opportunity to petition the Board to rescind or modify a limitation associated with this license. Such initial twelve-month limitation shall authorize Applicant/Licensee to engage in administrative duties associated with the practice of medicine and surgery and represent that he is a medical doctor licensed by the Kansas State Board of Healing Arts. Any other representations will be subject to the limitations as set forth above.

Applicant/Licensee shall ensure that all quarterly reports shall be submitted to the Board with such reports being due on the

tenth calendar day immediately following the quarterly period.

Licensee shall obey all federal, state, and local laws and rules governing the practice of medicine and surgery in the State of Kansas. All correspondence and/or communication with the Board or Board designee as specified in this Stipulation and Agreement shall mean the Applicant/Licensee shall utilize certified mail addressed to the Kansas State Board of Healing Arts, 235 Topeka Boulevard, Topeka, Kansas, 66603.

Licensee has an affirmative duty to notify the Board of changes in his personal, professional status which would inhibit the compliance with the above conditions, confidential

confidential Monitoring Contract, or any conditions set forth separately by the Board in the Stipulation and Agreement or subsequent Enforcement Order.

If Licensee fails to comply with the provisions of this Stipulation and Agreement or subsequent Enforcement Order including but not limited to failure to complete the above specified terms of confidential

Monitoring Contract, failure to attend peer support meetings, submit quarterly reports or engage in the practice of medicine and surgery beyond the scope of the restrictions as set forth in the Agreement may result in the Board or Board designee holding an informal investigative inquiry which Licensee now consents to for Applicant/Licensee to show cause why Applicant/Licensee should not

be held in violation of a breach of the Stipulation and Agreement and Enforcement Order and why hearing on the merits of non-compliance should not be held regarding the violation of one or more provisions of K.S.A. 1990 Supp. 65-2836 to include K.S.A. 1990 Supp. 65-2836(m).

On determination that Applicant/Licensee willfully breached or violated Stipulation and Agreement and Enforcement Order or any conditions

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Monitoring Contract or the Applicant/Licensee has elected not to comply with the Stipulation and Agreement or contract provisions, the Board will merely take disciplinary action as the Board deems appropriate in compliance with the Kansas Administrative Procedures Act.

Licensee acknowledges proof submitted to the Board by an affidavit or other form that Licensee has failed to meet the conditions of this Stipulation and Agreement or

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Monitoring Contract should be good and sufficient evidence to support the alleged violation in compliance of the Stipulation and Agreement and Order.

It is further understood that if Licensee fails to fulfill any of the obligations under the agreement, the Board will be released from its Stipulation and Agreement and Order and shall be free to take whatever steps it deems appropriate.

Nothing in this agreement shall be construed to deny the Board jurisdiction to investigate the alleged violations of the Healing Arts Act or act 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 subsequent acts which are unknown to the Board.

This Stipulation and Agreement 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.

Licensee hereby releases that 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. This release shall discharge the Board from any and all claims or demands of every kind and nature that the Licensee has claimed to have had at the time of this release or might have had known and unknown, suspected and unsuspected and Licensee shall not commence to prosecute, cause or permit to be prosecuted any action or proceeding of any description against the Board arising out of acts leading to the execution of this agreement or the content of this agreement.

Licensee acknowledges that this Stipulation and Agreement is entered into freely and is voluntarily given.

Licensee acknowledges that he has read or had read to him all the numbered paragraphs above, 1 through 7, and has received a copy of this Stipulation and Agreement.

IN WITNESS WHEREOF the parties have executed this agreement on this 13<sup>th</sup> day of April, 1991.

KANSAS STATE BOARD OF HEALING ARTS

Franklin J. Bichlmeier MD  
FRANKLIN BICHLMEIER, M.D.  
Board President

April 13, 1991  
Date

Vernon E. Dyer MD  
VERNON E. DYER, M.D.  
Licensee

4/1/91  
Date

Prepared and Approved by:

Steve A. Schwarm  
Steve A. Schwarm, #13232  
Litigation Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603  
(913)296-7413

FILED

MAY 05 1991

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

KANSAS STATE BOARD OF  
HEALING ARTS

In the Matter of )  
 )  
Vernon E. Dyer, M.D. )  
Kansas License No. 16988 )

Case No. 89-DC-0177

ENFORCEMENT ORDER

NOW, on this 5<sup>th</sup> day of May, 1991, this matter comes on for consideration before the Kansas State Board of Healing Arts (hereinafter referred to as "Board") and Vernon E. Dyer, M.D., (hereinafter referred to as "applicant") as a result of a Stipulation and Agreement and Addendum to Stipulation and Agreement having been entered into between the Board and the above-named applicant on April 13, 1991.

After reviewing the files and being otherwise duly advised in the premises, the Board finds as follows:

1. That the Board and applicant have entered into a Stipulation and Agreement, a true copy of which is attached hereto as "Exhibit A" and incorporated herein as if fully set forth.

2. That the attached Stipulation and Agreement and Addendum to Stipulation and Agreement (attached as "Exhibit B") should be approved and all conditions, terms and provisions set forth in the Stipulation and Agreement and the Addendum to Stipulation and Agreement shall be adopted as Findings of Fact and Conclusions of Law and the order of the Board.

**IT IS THEREFORE BY THE BOARD ORDERED AS FOLLOWS:**

1. That the findings hereinabove made be and the same are

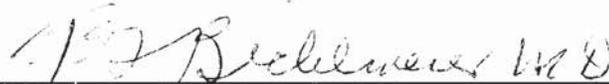
made the order of the Board.

2. That applicant's license to engage in the practice of medicine and surgery in the State of Kansas is hereby limited and restricted for a period of three years from the date of the authorized signature affixed to the Stipulation and Agreement.

3. That applicant is restricted to administrative functions and duties associated with the practice of medicine and surgery, but may engage only in the surgical practice of clinical gynecology to include diagnostic and curative (D & C), laparoscopy bilateral tubal ligations, diagnostic laparoscopy, Marsupialization of Bartholin abscesses, cold knife cervical conizations, and implants of long term contraceptive devices including the Norplant device.

**IT IS SO ORDERED.**

KANSAS STATE BOARD OF HEALING ARTS



Franklin G. Bichlmeier, M.D.  
Board President

4-24-91

Date

Prepared by:  
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Litigation Counsel  
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