

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILED
JUL 1 1997
KANSAS BOARD OF HEALING ARTS

In the Matter of)
)
DILLIS L. HART, M.D.) Case # 95-00193
) 97-00101
Kansas License # 04-13671)

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COMES NOW, the Disciplinary Counsel of the Kansas State Board of Healing Arts, Kevin K. LaChance ("Petitioner") and Dillis L. Hart, M.D. ("Licensee") by and through his attorney Michael A. Barbara of Wichita, Kansas, and stipulate and agree as follows:

1. The Kansas State Board of Healing Arts ("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. Licensee 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. Licensee further notes that the Kansas Healing Arts Act is constitutional on its face and as applied in this case. Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.

2. Licensee is or has been entitled to engage in the practice of medicine and surgery, having been issued license 04-13671 on January 14, 1967. At all times

relevant to the allegations set forth below, Licensee has maintained a current license, having last renewed his license May 15, 1997.

3. The Board has received certain information, has investigated such information, and has determined there are reasonable grounds to believe Licensee has committed an act or acts in violation of the Kansas Healing Arts Act, K.S.A. 65-2801 *et seq.*; K.S.A. 65-2836. The allegations are stated in the Petitions to Revoke, Suspend, or Otherwise Limit Licensure ("Petitions"), filed in the abovecaptioned cases on May 15, 1996 and November 22, 1996. This case was scheduled for hearing December 9, 1997. Due to a change of counsel, Licensee has requested a delay in the hearing of these actions. By entering into this Stipulation, Licensee does not admit the allegations stated in the Petitions.

4. The acts or conduct alleged by the Board, if proven, constitute grounds for disciplinary action by the Board pursuant to the cited provisions of the Healing Arts Act. Under the provisions of K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation. This Stipulation is entered into to protect the public health, safety and welfare pending the hearing of these matters at formal hearing.

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 Licensee to this document, it shall be deemed a unilateral contract and agreement and shall bind Licensee to the terms and conditions set forth in the Stipulation whether or not the Board's signature is affixed to the document. Licensee 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) Pending completion of the formal hearing process, Licensee, by signature attached to this Stipulation, hereby voluntarily agrees to the following limitations placed on his license to engage in the practice of medicine and surgery in the State of Kansas:

i) Licensee agrees that, prior to conducting any invasive surgical procedure, with the exception of procedures commonly known as "plastic surgery", he shall obtain a presurgical consult from a board-certified general surgeon with an unrestricted Kansas license who practices in the State of Kansas . Licensee agrees that he shall identify the surgeon(s) to Petitioner and the Presiding Officer. Licensee shall advise the consulting surgeon(s) of the contents of this Stipulation. Licensee agrees the presurgical consult shall be at no cost to the Board or his patients. Copies of the presurgical consults shall be provided to the Board within seven (7) days of the date the consult was performed. In the event of a life- or limb-threatening emergency situation, Licensee may perform a surgical procedure without the abovestated presurgical consultation. Within 72 hours of such an emergency surgery, Licensee shall report the fact to the Board.

ii) Licensee agrees that he shall be subject to a one hundred percent post-surgical review of his invasive surgical cases, with the exception of those procedures commonly known as "plastic surgery", conducted by a board-certified general surgeon with an unrestricted Kansas license who practices in Kansas. Said reviewer shall, at a minimum, review the presurgical, surgical, and postsurgical care rendered by Licensee. Licensee agrees that he shall identify the surgeon(s) to Petitioner and the Presiding Officer. Licensee shall advise the reviewing surgeon(s) of the contents of this Stipulation. Licensee agrees the

review shall be performed at no cost to the Board or his patients. The reviews shall be performed within seven (7) days of discharge of the patient from the hospital, and copies of the reviews shall be provided to the Board within seven (7) days of completion of the review.

iii) Licensee agrees he will provide the Board, on a weekly basis, a list of all his surgical patients for that week.

iv) Licensee agrees he is responsible for ensuring the appropriate consults and reviews are provided to the Board within the time frames detailed above.

(b) Licensee's failure to comply with the provisions of the Stipulation will result in the Board taking disciplinary action as the Board deems appropriate in compliance with the Kansas Administrative Procedure Act or the terms of this Stipulation. Licensee agrees and understands this Stipulation and the limitations emplaced hereby are not considered final resolution of the disciplinary issues raised by the Petitions in the abovecaptioned case. Rather, this Stipulation is considered a temporary measure emplaced to protect the people of Kansas pending a formal hearing on the disciplinary issues which has been delayed on Licensee's request. If the consults and/or reviews reveal grounds for concern pertaining to the quality of health care provided by Licensee, Licensee agrees the Presiding Officer may, in his sole discretion, order Licensee to immediately discontinue the practice of surgery pending completion of the hearing of the disciplinary matters in the Petitions. The Presiding Officer shall provide Licensee with notice of a hearing to be conducted within five working days of his order suspending Licensee's practice of surgery.

(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 known or 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) Licensee acknowledges that he has read this Stipulation and fully understands its contents. Licensee acknowledges that this Stipulation has been entered in freely and voluntarily given.

(f) Licensee 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 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 or pertaining to the performance of this Stipulation, or the contents of this Stipulation.

(g) Licensee acknowledges that this document shall be deemed a public record upon Licensee's signing this document. Licensee further acknowledges this action is reportable and will be reported to the National

Practitioner Databank and the Federation of State Medical Boards and other reporting agencies.

6. All correspondence or communication between Licensee and the Board shall be by certified mail addressed to: Kansas State Board of Healing Arts, ATTN: Disciplinary Counsel, 235 S. Topeka Boulevard, Topeka, Kansas 66603-3068.

7. Licensee shall obey all federal, state and local laws, rules and regulations 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 the Stipulation.

8. Licensee has an affirmative duty to notify the Board of changes in his personal professional status which would inhibit in any way 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 and no further order is required.

IN WITNESS WHEREOF, this agreement is executed on the 5th day
of December, 1997.

KANSAS STATE BOARD OF HEALING ARTS


Donald B. Bletz, M.D.
Donald B. Bletz, M.D.
Presiding Officer

12/5/97
Date

Dillis L. Hart, M.D.
Dillis L. Hart, M.D.
Licensee

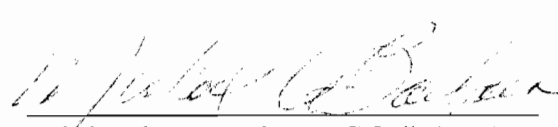
12/3/1997
Date

Prepared and Approved As to Form By:

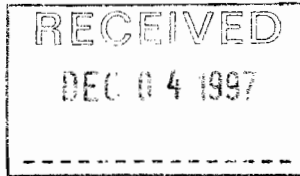


Kevin K. LaChance, SC # 15058
Disciplinary Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068
(785) 296-2075

Approved As To Form By:



Michael A. Barbara, SC # 4791
Counsel for Licensee
3701 Whispering Brook Court
Wichita, Kansas 67220-4403
(316) 683-9469



MICHAEL A. BARBARA

**3701 WHISPERING BROOK COURT
WICHITA, KANSAS 67220-4403
(316) 683-9469**

u.B.C. - 40-18

December 3, 1997

Kevin K. LaChance, Esq.
Disciplinary Counsel
Kansas State Board of Healing Arts
235 South Topeka Boulevard
Topeka, Kansas 66603-3068

Re: In the Matter of Dillis L. Hart, M.D./Kansas License #04-13671
Case Nos.: 95-00193 and 97-00101

Dear Kevin:

Pursuant to our conversation on Tuesday, December 2, 1997, I am enclosing the signed Stipulation and Agreement. I trust you will forward to me a completed copy at your earliest convenience.

Also, to confirm our conversation on the scope of Dr. Hart's permissible practice without the necessity of pre-consult or post-consult, we understand that Dr. Hart may perform the following procedures which entail diagnostic and/or therapeutic procedures:

1. Laparoscopy;
2. Thoroscopy;
3. Endovascular;
4. Endoscopic;
5. Vascular access;
6. Skin surface or plastic procedures (breast procedure); and
7. Perineal.

I trust this is our mutual understanding.

Very truly yours,

Michael A. Barbara

MAB/ma
Enclosure

KANSAS BOARD OF HEALING ARTS

BILL GRAVES
Governor



235 S. Topeka Blvd.
Topeka, KS 66603-3068
(785) 296-7413
FAX # (785) 296-0852
(785) 368-7102

Office of the Disciplinary Counsel
December 5, 1997

Mr. Michael Barbara
3701 Whispering Brook Court
Wichita, Kansas 67220-4403

SUBJECT: Dr. Dillis Hart, M.D.-
Case #95-00193 and 97-00101

Dear Mr. Barbara:

Thank you for the Stipulation and Agreement and Enforcement Order with cover letter. To clarify the cover letter as we discussed this morning, procedures 1-6 may only be performed for diagnostic purposes without presurgical consult. If the diagnostic procedure indicates to Dr. Hart a need for surgery, he will then be required to obtain a presurgical consult prior to proceeding to conduct surgery on the patient, in accordance with the Stipulation and Agreement and Enforcement Order.

Pertaining to procedure 7, I have no idea what a "perineal" consists of; Dorland's Medical Dictionary defines it as "pertaining to the perineum." Perhaps something more is required in the name. However, without more information, I do not recognize it as a procedure as now stated.

*agreed -
D. Bletz, M.D.*

Sincerely,

Kevin K. LaChance
Disciplinary Counsel

LAWRENCE T. BUENING, JR.
EXECUTIVE DIRECTOR

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