

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

**FILED**

AUG 01 1994

**KANSAS STATE BOARD OF  
HEALING ARTS**

In the Matter of )  
)  
JAMES E. HAYS, M.D. )  
Applicant for Licensure )  
\_\_\_\_\_ )

Case No. 94-00107

**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**

**COMES NOW** the Kansas State Board of Healing Arts ("Board") and James E. Hays, 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, pursuant to K.S.A. 65-2801 *et seq.*; K.S.A. 65-2869.

2) Applicant has made application to the Board for an active permanent license to engage in the practice of medicine and surgery in the State of Kansas.

3) Applicant additionally has made application for a temporary permit to engage in the practice of medicine and surgery in the State of Kansas pending action on Applicant's application for a permanent license.

4) The Board has authority to issue a permanent license to Applicant pursuant to K.S.A. 65-2833 and 65-2873.

5) Applicant graduated from Stanford University School of Medicine on June 1, 1967. Applicant holds current licenses to

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**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**

James E. Hays, M.D.

practice medicine and surgery in California, Oregon, Missouri and Illinois.

6) Confidential

Confidential

mutual agreement of the parties.

7) Based on the above information, there is probable cause to believe grounds may exist for discipline or denial of licensure by the Board. Specifically, Applicant may have the inability to practice medicine and surgery with reasonable skill and safety to patients Confidential pursuant to K.S.A. 65-2836(i). Under the provisions of K.S.A. 65-2838(b), the Board has authority to enter into this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** (hereinafter referred to as "Stipulation") in lieu of denying a license based upon the above-mentioned ground.

8) It is the intent and purpose of this **STIPULATION** to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. Applicant understands and agrees that by entering into this **STIPULATION** he is voluntarily and knowingly waiving his right to a hearing, 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 present any and all substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

9) The terms and conditions of this **STIPULATION** are entered into between the parties to become an Order of the Board which shall not become binding on the Board until an authorized signature is affixed on the last page of this document. Applicant's signature of this document creates a unilateral contract binding

Applicant to all the terms and conditions set forth in this **STIPULATION** whether or not the Board signature is affixed to this document. Applicant acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

10) In consideration of the conditions, terms, covenants and promises contained herein, the parties 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) Applicant agrees this **STIPULATION** and the filing of said document are in accordance with the requirements of law, that the Board has jurisdiction to consider this **STIPULATION** and that the Board is lawfully constituted to consider this matter. Applicant further agrees the Kansas Healing Arts Act, K.S.A. 65-2801 *et seq.*, as set forth by statute and as recited in this **STIPULATION**, is constitutional on its face and as applied in this case.

c) In lieu of the initiation of formal proceedings and/or findings by the Board, Applicant freely and voluntarily stipulates and agrees to the following conditions placed upon his license to engage in the practice of medicine and surgery in the State of Kansas:

i) Confidential

Confidential

Confidential

ii) Applicant agrees to fully comply with any and all monitoring contracts between Applicant and any state medical boards Confidential and his ability to safely practice medicine.

iii) Applicant agrees to submit quarterly reports Confidential

Such quarterly reports shall be submitted by March 1, June 1, September 1 and December 1 of each year for as long as said monitoring contracts are in effect.

iv) Confidential Confidential

v) Applicant agrees that his primary practice location remains in Illinois. If the Board determines Applicant is spending substantial time practicing in Kansas, Applicant agrees to be monitored Confidential Confidential

vi) Applicant agrees that if he moves his residence to the State of Kansas Confidential

vii) Applicant agrees to immediately notify the Office of the Disciplinary Counsel if he should experience a

relapse or fail to comply in any manner with his monitoring contracts. Applicant further agrees to notify the Disciplinary Counsel of any changes in status of his monitoring contracts and/or licenses to practice medicine and surgery.

d) Upon receipt by Board staff of this **STIPULATION** signed by Applicant, Applicant's application for licensure will be returned to licensing staff for immediate issuance of a temporary license. Upon fulfillment of all other requirements for permanent licensure, Applicant will be issued an active license to practice medicine and surgery in the State of Kansas.

e) Upon the termination of the above-referenced monitoring contracts, Applicant may petition the Board for rescission and/or modification of this **STIPULATION**.

f) Applicant's failure to comply with the provisions of this **STIPULATION** may result in the Board taking disciplinary action in compliance with the Kansas Administrative Procedure Act. Applicant acknowledges that a violation of the terms and conditions of this **STIPULATION** by Applicant may constitute evidence that a violation of the Healing Arts Act has occurred for which the Board may suspend, revoke, or limit the license of Applicant, pursuant to K.S.A. 65-2836(k).

g) This **STIPULATION** 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.

h) This **STIPULATION** is entered into freely and

voluntarily by the parties, and Applicant agrees he has read and understands this **STIPULATION**.

i) Applicant agrees he 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** or the content of this **STIPULATION**.

j) Applicant acknowledges this document shall be deemed a public record upon Applicant signing this **STIPULATION**, whether or not an authorized Board signature appears on same. Applicant further acknowledges this document is deemed a non-disciplinary action, and shall not be reported to the National Practitioner Data Bank or the Federation of State Medical Boards.

11) All correspondence or communication by Applicant to the Board shall be by United States mail, addressed to the Kansas State Board of Healing Arts, to the attention of the Office of the Disciplinary Counsel, 235 S. Topeka Blvd., Topeka, Kansas, 66603-3068.

12) 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 this **STIPULATION** or which may become effective subsequent to the execution of this **STIPULATION**. Applicant has an affirmative duty to notify the Board of changes in his professional status which would inhibit compliance with the above conditions of this

**STIPULATION.**

13) Upon execution of this **STIPULATION** by affixing 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 pursuant to K.S.A. 65-2838(b). This **STIPULATION** shall constitute the Order of the Board when filed with the Office of the Executive Director for the Board.

**IN WITNESS WHEREOF** the parties have executed this agreement on this 1<sup>st</sup> day of August, 1993.

KANSAS STATE BOARD OF HEALING ARTS

*Lawrence T. Buening, Jr.*  
Lawrence T. Buening, Jr.  
Executive Director

Date August 1, 1994

*James Edward Hays M.D.*  
James Edward Hays M.D.  
Applicant

Date 25 July 94

Prepared and approved by:

*Gretchen E. Schmidt*  
Gretchen E. Schmidt, #16250  
Associate Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603-3068  
(913) 296-2075



CERTIFICATE OF SERVICE

I, Gretchen E. Schmidt, Staff Counsel of the Kansas State Board of Healing Arts, do hereby certify that on this 1<sup>st</sup> day of August, 1994, a true and correct copy of the above and foregoing **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** was deposited in the United States mail, first class, postage prepaid, addressed to the following:

James E. Hays, M.D.  
1050 Martin Luther King Drive, Suite 107  
P.O. Box 587  
Centralia, Illinois 62801

and copies were hand-delivered to:

Gretchen E. Schmidt  
Associate Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603-3068

Charlene K. Abbott  
Licensing Administrator  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603-3068

and the original was hand-delivered to:

Office of the Executive Director  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603-3068

  
LAWRENCE T. BUENING, JR.