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

**KANSAS STATE BOARD OF
HEALING ARTS**

IN THE MATTER OF)
)
AMBROSIA P. MENDIOLA, M.D.)
Kansas License No. 19733)

Case No. 91-00051

STIPULATION AND AGREEMENT

COMES NOW, the Kansas State Board of Healing Arts (hereinafter referred to as "Board") by and through Steve A. Schwarm, Litigation Counsel and Ambrosia P. Mendiola, M.D., (hereinafter referred to as "Licensee") 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. Licensee is currently licensed in the State of Kansas authorized to engage in the practice of medicine and surgery, having been issued license number 19733.

3. On August 7, 1990 information was provided to Litigation Counsel for the Board which indicated that Licensee had his medicine and surgery privileges limited on June 9, 1989 by the Credentials Committee of Munson Army Hospital, Fort Leavenworth, Kansas. Information included in a letter of August 1, 1990 over signature of John T. Wilcox, Lt. Col., Medical Services Corp, Chief, Provider Actions Branch, indicated the limitation imposed

included supervision of all minor surgical procedures for two years. Additional information received includes the report of the Credentials Committee investigation in reference to the Licensee, which were attached to the letter of Lt. Col. Wilcox and certified as true copies by the Quality Assurance Division, Office of the Surgeon, Department of the Army.

4. Based on the above information and subsequent information obtained by Board staff, the Board has determined there is probable cause to believe that Licensee has had a sanction or disciplinary action taken against Licensee by a Peer Review Committee for acts or conducts similar to acts or conducts which would constitute grounds for disciplinary action under the Kansas Healing Arts Act, K.S.A. 1989 Supp. 65-2836. (Confidential)

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5. Under the provisions of K.S.A. 1989 Supp. 65-2836(b) and 65-2836(u) the Board has jurisdiction to impose appropriate discipline if Licensee has committed any act of unprofessional conduct or if appropriate sanctions or disciplinary actions have been taken against Licensee by another Peer Review Committee. Under the provisions of K.S.A. 1989 Supp. 65-2838(b) the Board has authority to enter into this Stipulation and Agreement.

6. 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. The terms and conditions of this Stipulation and Agreement 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. 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.

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

STIPULATION AND AGREEMENT
Ambrosia P. Mendiola, M.D.

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) 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. 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. Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provisions of law. 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 surrender and interpretation of the surrender of Licensee's license to engage in the practice of Osteopathic medicine and surgery in the State of Kansas.

C) In lieu of the investigative material being presented to the Board as evidence in a formal adjudicative hearing, Licensee, by signature attached to this Stipulation and Agreement, hereby agrees to accept a limitation of his license to engage in the practice of medicine and surgery in the State of Kansas from the date evidenced by Licensee's signature on this Stipulation and

Agreement, through and including the 9th day of June, 1991, Licensee shall be under a limitation in the State of Kansas for direct on-site supervision by a current Licensee of medicine and surgery in Kansas of all minor surgical procedures scheduled and commenced by Licensee.

D) If Licensee fails to comply with the provisions of the Stipulation and Agreement and Enforcement Order included, failure to retain direct on-site supervision of all minor surgical procedures, may result in the Board or Board designee holding an informal investigative inquiry which Licensee now consents to for Licensee to show cause why Licensee should not be held in violation of a breach of this Stipulation and Agreement and Enforcement Order and why a hearing on the merits of non-compliance should not be held regarding a violation of one or more of the provisions of K.S.A. 1989 Supp. 65-2836 to include 65-2836(n). Upon determination that Licensee willfully breached or violated this Stipulation and Agreement and Enforcement Order or any conditions attached thereto or that Licensee has elected not to comply with this Stipulation and Agreement or contract provisions, the Board will immediately take disciplinary action as the Board deems appropriate in compliance with the Kansas Administrative Procedure Act.

E) Nothing in this 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 Risk

Management Law, K.S.A. 65-4921 et seq. that are unknown and are not covered under the conditions of this Stipulation and Agreement or subsequent acts which are unknown to the Board.

F) 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.

G) Licensee acknowledges that Licensee has read this Stipulation and Agreement and fully understands the contents.

H) 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. This release shall discharge the Board of any/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 or the content of this Stipulation and Agreement.

I) Licensee acknowledges that this Stipulation and Agreement has been entered into freely and voluntarily given.

8. Licensee acknowledges he has read or has 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 15th day of February, 1998.

KANSAS STATE BOARD OF HEALING ARTS

Franklin Bichlmeier

FRANKLIN BICHLMEIER, M.D.
Board President

2-15-91

Date

Ambrosio P. Mendiola, M.D.

AMBROSIA P. MENDIOLA, M.D. by
Licensee

Feb. 04, 91

Date

Rolyn E. Mendiola
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Prepared and Approved by:

Steve A. Schwarm

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Ambrosia P. Mendiola, M.D.