

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

NOV 25 1998

KANSAS STATE BOARD OF
HEALING ARTS

In the Matter of)	
)	
Ashok H. Shah, M.D.)	Case Nos. 95-00240
Kansas License No. 04-18469)	95-00278
_____)	

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COME NOW the Kansas State Board of Healing Arts (hereinafter "Board") and Ashok H. Shah, M.D. (hereinafter "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. K.S.A. § 65-2801 et seq; K.S.A. § 65-2869.
2. Licensee is licensed to practice medicine and surgery in the State of Kansas, having been issued License No. 04-18469 on December 14, 1979. His License is active.
3. The Board has jurisdiction pursuant to K.S.A. § 65-2836 and K.S.A. § 65-2838(a) to revoke, suspend or otherwise limit a license if Licensee has committed an act in violation of the Healing Arts Act, specifically K.S.A. § 65-2836(b) as defined by K.S.A. § 65-2837(b)(3). Under the provisions of K.S.A. § 65-2838(b), the Board has the authority to enter into a Stipulation and Agreement and Enforcement Order (hereinafter "Stipulation and Agreement").
4. It is the intent and purpose of this Stipulation and Agreement to provide for settlement of all issues relating to the Licensee's care and treatment of patients M.B., J.C., L.L., L.M., and C.T. without the necessity of proceeding to a formal hearing. See K.S.A. § 65-

2838(b). Licensee voluntarily and affirmatively waives his right to a hearing pertaining to any matter under the jurisdiction of the Board regarding his license to engage in the practice of medicine and surgery as it relates to the Board's inquiry into the care and treatment of M.B., J.C., L.L., L.M., and C.T. Licensee voluntarily and knowingly waives his right 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 motions and defenses that could be raised if an administrative hearing would be held.

5. The terms and conditions of this Stipulation and Agreement are entered into between the undersigned parties and this Stipulation and Agreement is submitted for the purpose of allowing those terms and conditions to become an Order of the Board.

6. Information provided to the Board indicates that Licensee may have committed acts which, if proven to be true, would constitute violations of the Healing Arts Act, K.S.A. § 65-2801 et seq. Licensee denies that, at any time, he committed acts which would constitute a violation of the Healing Arts Act. However, Licensee and the Board are willing to enter into this Stipulation and Agreement in compromise.

7. This Stipulation and Agreement shall not become binding on the Board until an authorized signature is affixed at the end of this document. Following Licensee's execution of this document, should the Board or one of its authorized representatives modify or change this Stipulation in any manner unsatisfactory to either party, either party may withdraw its consent and the matter may proceed to an administrative hearing. Furthermore, if this Stipulation and Agreement, as signed by the Licensee, is not acceptable to the Board, neither party shall be bound to any representations made in this agreement.

8. Licensee agrees that this Stipulation and Agreement and the filing of this document are in accordance with the requirements of Kansas law, that the Board has jurisdiction to consider the Stipulation and Agreement and that the Board is lawfully constituted to consider this matter. Licensee further agrees that the Kansas Healing Arts Act, K.S.A. § 65-2801 et seq., as set forth by statute and as recited in this Stipulation and Agreement, is constitutional on its face and as applied in this case.

9. In lieu of formal proceedings and/or findings by the Board, and to avoid the time, expense, and uncertainties associated with an administrative hearing, Licensee, by signature attached to this Stipulation and Agreement, agrees to the following:

- (A) Licensee has established a relationship with Scott Roberts, M.D., a Board Certified obstetrician in Wichita, Kansas. Licensee will consult with Dr. Roberts when presented with a patient who falls or potentially falls within the “high risk” obstetrical category;
 - (1) Licensee agrees to continue his relationship with the consultant for a period of at least one (1) year. He agrees to confer with the consultant one (1) time per month. At that time, Licensee and the consultant will review all high risk patient profiles and discuss treatment strategies. If a question arises between monthly consultations, Licensee agrees to promptly contact the consultant to discuss the treatment issue that has arisen.¹
 - (2) Licensee will consult with the chosen colleague on every high risk obstetrical patient, except for patients with whom Licensee has had no prior contact regarding a “high risk factor” and are seen on an emergency basis. Consultation will occur from the time the patient presents as high risk throughout the duration of her pregnancy. The term “high risk” includes any patients presenting with the following:

¹ Licensee has been in contact with Dr. Scott Roberts who is a Board Certified obstetrician from Wichita, Kansas. Dr. Roberts has provided the Board with a letter stating his agreement to serve as licensee’s consultant pursuant to the proposed Stipulation and Agreement.

- (a) Maternal hypertension or other cardiovascular disease;
 - (b) Pregnancy-induced hypertension;
 - (c) Premature labor (less than 36 weeks gestation) or any pre-term (less than 36 weeks gestation) contractions requiring treatment of any kind;
 - (d) Blood sugar or glucose problems (maternal diabetes/diabetes mellitus);
 - (e) Prolonged gestation (greater than 41 weeks gestation);
 - (f) Multiple fetus pregnancies;
 - (g) Pre-eclampsia/eclampsia;
 - (h) Maternal infection;
 - (i) Maternal kidney disease;
 - (j) Previous Cesarean Section or other uterine surgery;
 - (k) Previous stillborn;
 - (l) Previous fetus with congenital or genetic abnormality;
 - (m) Any non-vertex presentation after 34 weeks gestation;
 - (n) Large for gestational age/small for gestation age fetuses;
 - (o) Polyhydramnios;
 - (p) Oligohydramnios; and
 - (q) Non-reassuring fetal stress/non-stress test or need for any ante-partum fetal assessment.
- (3) Licensee agrees to have the consultant submit quarterly reports (four separate reports) to the Board regarding Licensee's compliance with the program and his care and treatment of high risk obstetrical patients. The consultant's first report will be due 90 days after this Stipulation and Agreement and Enforcement

Order is entered by the Board. This will be on or about January 15, 1999. The second report will be due on or about April 15, 1999. The third report will be due on or about July 15, 1999. The fourth report will be due on or about October 15, 1999.

- (a) Such reports, while not specifically identifying a patient by name (due to confidentiality or privilege reasons), will contain a summary of the issues surrounding each patient and whether there have been any problems with Licensee's adherence to the applicable standard of care.
- (B) Licensee agrees to attend Continuing Medical Education courses regarding the care and treatment of high risk obstetrical patients. Any and all courses regarding high risk obstetrics that he attends will be pre-approved by the consultant referenced in subparagraph (a) above. Licensee agrees that at least 50% of his continuing medical education units over the next two (2) years will be courses focusing on high risk obstetrics.
- (C) Licensee agrees to provide the consultant with a copy of the executed Stipulation and Agreement.

10. This Stipulation and Agreement shall be in effect for a period of at least one (1) year. Upon Licensee's completion and satisfaction of the terms and conditions of this Stipulation and Agreement, he will be deemed to have complied with the Board's suggestions and recommendations and no further action will be taken with regard to Licensee's care and treatment of patients M.B., J.C., L.L., L.M., and C.T. Furthermore, upon Licensee's completion and satisfaction of the terms and conditions of this Stipulation and Agreement, Licensee may petition the Board for removal of any limitations, restrictions, or suspensions of his license to practice medicine in the State of Kansas. Any limitations, restrictions, or suspensions will be removed by the Board pursuant to the Licensee's petition so long as Licensee has satisfactorily complied with the terms of this Stipulation and Agreement.

11. Licensee's failure to comply with the provisions of this Stipulation and Agreement will result in the Board taking disciplinary action as the Board deems appropriate in compliance with the Kansas Administrative Procedure Act.

12. 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 Kansas Risk Management Law, K.S.A. § 65-4932 et seq. which are unknown to the Board at the present time, or subsequent acts which are unknown to the Board to initiate formal proceedings based upon known or unknown allegations of the violations of the Healing Arts Act.

13. Licensee hereby releases the Board, its employees, and agents, from all claims, to mean those damages, actions, liabilities and causes of action, 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 from 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 or the content of this Stipulation and Agreement.

14. Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record, and shall be reported to the National Practitioner Data Bank, Federation of State Medical Boards, and any other reporting entities requiring disclosure of this Stipulation and Agreement.

15. This Stipulation, when signed by both parties, 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.

16. Licensee agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement. Licensee further acknowledges that the Board may conduct further inquiry as it deems necessary prior to the complete or partial acceptance or rejection of any offer of settlement.

17. Licensee, by signature to this document, waives any objection to the participation of the Board members in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member in any future proceeding on the basis that the Board member has received investigative information which otherwise may not be admissible or admitted as evidence.

18. Licensee acknowledges that he has read this Stipulation and Agreement and fully understands its contents.

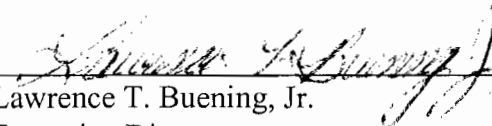
19. Licensee acknowledges that this Stipulation and Agreement has been entered into freely and voluntarily.

20. Licensee 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 the execution of this Stipulation and Agreement or that may become effective subsequent to the execution of this document.

21. Upon execution of this Stipulation and Agreement by affixing a Board authorized signature below, the provisions of this Stipulation and Agreement shall become an Order under K.S.A. § 65-2838. This Stipulation and Agreement shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further order is required.

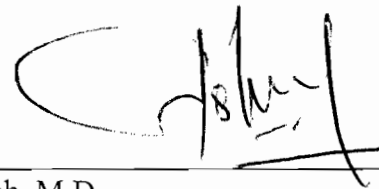
IN WITNESS WHEREOF the parties have executed this agreement on this 25th day of November 1998.

KANSAS STATE BOARD OF HEALING ARTS



Lawrence T. Buening, Jr.
Executive Director

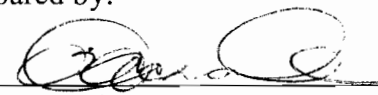
November 25, 1998
Date



Ashok H. Shah, M.D.

11/18/98
Date

Prepared by:



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