

**FILED**

JUN 14 1993

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

**KANSAS STATE BOARD OF  
HEALING ARTS**

In the Matter of )  
PETER V. BIERI, M.D. )  
Kansas License No. 4-15026 )  
\_\_\_\_\_ )

Case Nos. 93-00134

**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**

COMES NOW, the Kansas State Board of Healing Arts (hereinafter "Board"), and Peter V. Bieri, M.D., (hereinafter "Licensee") and stipulate and agree as follows:

**WITNESSETH:**

Whereas, the Board is the sole and exclusive regulatory agency in the state of Kansas regarding the practice of the healing arts, specifically medicine and surgery; and

Whereas, Licensee was previously licensed in the state of Kansas to engage in the practice of medicine and surgery having originally been issued License No. 4-15026 on July 1, 1972; and

Whereas, Licensee has applied for reinstatement of licensure to practice medicine and surgery in the state of Kansas; and

**(Confidential)**

(Confidential)

Whereas, Licensee voluntarily surrendered his license to practice medicine and surgery on March 12, 1992, and

Whereas, it is the intent and purpose of this **Stipulation and Agreement and Enforcement Order** to provide for settlement of all the issues without the necessity of proceeding to a formal disciplinary hearing pursuant to K.S.A. 77-511, thus the parties are desirous of entering into this **Stipulation and Agreement and Enforcement Order**.

Now, therefore, in consideration of the conditions, terms, covenants and promises contained herein, the parties agree as follows:

1. It is the intent and purpose of this **Stipulation and Agreement and Enforcement Order** to provide for settlement of all issues without the necessity of proceeding to either an emergency or formal disciplinary hearing. The terms and conditions of this **Stipulation and Agreement and Enforcement Order** are entered into between the undersigned parties and are submitted for the purpose of allowing those terms and conditions to become an Order of the Board.

2. This **Stipulation and Agreement and Enforcement Order** shall not become binding on the Board until an authorized signature is affixed on the last page of this document. Upon signature by Licensee to this document and upon approval by the Board, this contract and agreement shall bind Licensee to all terms and conditions set forth in the **Stipulation and Agreement and Enforcement Order**. Further, upon signature by the Licensee, this document shall be deemed a public record. Licensee acknowledges that counsel for the Board is not authorized to bind the Board.

3. The parties further 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) Licensee admits that the **Stipulation and Agreement and Enforcement Order** 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 Enforcement Order** and is lawfully constituted to consider this matter to include consideration of this **Stipulation and Agreement and Enforcement Order**.

- c) Licensee further acknowledges that the Kansas Healing Arts Act as set forth in the statute and as recited in the **Stipulation and Agreement and Enforcement Order** is constitutional on its face and as applied in this case.
- d) Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction confirmed to it by any provision of law.
- e) Licensee further acknowledges that the Board will decide the issue regarding the resolution of this matter and acceptance of the **Stipulation and Agreement and Enforcement Order** as it relates to the Kansas Healing Arts Act.
- f) Licensee further understands and agrees that by entering into the **Stipulation and Agreement and Enforcement Order**, he is waiving his right to a hearing. The Licensee voluntarily and knowingly waives his rights 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 waives any and all substantive and procedural motions and defenses that could be raised if an administrative hearing would be held.

4. Licensee hereby voluntarily stipulates and agrees to the following conditions, restrictions and limitations to said license:

a) **(Confidential)**

b)

c)

**(Confidential)**

- d) Licensee voluntarily agrees to abstain from the use of alcoholic beverages, drugs and controlled substances unless prescribed by a physician licensed to practice the healing arts and prescribed for a medically necessary purpose. **(Confidential)**

**(Confidential)**


- e) This **Stipulation and Agreement and Enforcement Order** 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.

- f) Licensee acknowledges that the **Stipulation and Agreement and Enforcement Order** has been entered into freely and voluntarily given.
- g) Licensee hereby releases the Kansas State Board of Healing Arts, it's employees and agents, from all claims to mean those damages, actions, liabilities and cause 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 forever 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, it's employees or agents, arising out of acts leading to the execution of this **Stipulation and Agreement and Enforcement Order** or the content of this **Stipulation and Agreement and Enforcement Order**.

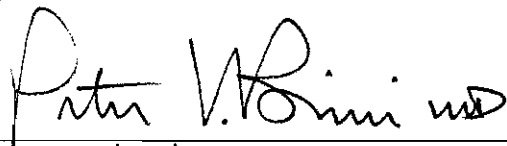
h) Upon execution of this **Stipulation and Agreement and Enforcement Order** by affixing of a Board authorized signature below, the provisions of this **Stipulation and Agreement and Enforcement Order** shall become an order under K.S.A. 65-2838. This **Stipulation and Agreement and Enforcement Order**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

IN WITNESS WHEREOF, the parties have executed this agreement on this 12<sup>th</sup> day of June, 1993.

KANSAS STATE BOARD OF HEALING ARTS

  
Lawrence T. Buening, Jr.  
Board Executive Director

June 12, 1993.  
Date

  
Peter V. Bieri, M.D.

6-12-93  
Date



Prepared and Approved by:

*Debra L. Billingsley*

Debra L. Billingsley, #13264  
Disciplinary Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603-3068  
(913) 296-7413

*Larry E. Gregg*

Larry E. Gregg, #8122  
Hamilton, Gregg, Barker & Johnson  
3401 Harrison  
Topeka, Kansas 66611

CERTIFICATE OF SERVICE

I, Debra L. Billingsley, hereby certify that on the 14 day of June, 1993, 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, to the following:

Peter V. Bieri, M.D.  
**Confidential**  
Lawrence, KS 66047

Larry E. Gregg  
Hamilton, Gregg, Barker & Johnson  
3401 Harrison  
Topeka, KS 66611

and the original was hand-delivered to:

Lawrence T. Buening, Jr.  
Executive Director  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603

  
\_\_\_\_\_  
Debra L. Billingsley

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