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**KANSAS STATE BOARD OF
HEALING ARTS**

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**KANSAS STATE BOARD OF
HEALING ARTS**

STIPULATION

THIS AGREEMENT, made and entered into this 13th day of April , 1988, by and between the KANSAS STATE BOARD OF HEALING ARTS (hereinafter referred to as "Board") and MERLE J. FIESER, M.D. (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Licensee is licensed by Board to practice medicine and surgery in the State of Kansas and is the holder of a certificate to practice medicine; and

WHEREAS, Licensee has committed certain acts which may be in violation of the Kansas Healing Arts Act for which disciplinary proceedings could be initiated; and

WHEREAS, in lieu of proceeding with additional investigation, initiation of formal disciplinary proceedings and in further consideration of the mutual covenants, promises and agreements contained herein, the parties hereto agree as follows:

1. The Licensee shall, except in the case of an unavoidable emergency, obtain a consultation involving delivery in cases with indications of high-risk complications. For purposes of this Stipulation, "indications of high-risk complications", shall mean the following:

- A. Known or Suspected Twins
- B. Labor or Rupture of Membranes (ROM) less than 36 weeks gestation
- C. More than 30 hours in labor without delivery
- D. Complete dilation for greater than two hours
- E. Breech-vaginal delivery
- F. Intended use of forceps when perineum is not distended by fetal head, and fetal scalp and hair not showing between contractions without manipulation of vagina
- G. Planned elective C-section when gestation is less than 38 weeks
- H. Missed abortion at greater than 14 weeks

2. That the Board may monitor the obstetrical cases in which Licensee is involved.

3. By the execution of this Stipulation, Licensee expressly waives any and all procedural and due process rights to which she is entitled by virtue of the Kansas Administrative Procedures Act. Licensee otherwise reserves any and all legal rights to which she may be entitled.

4. This Stipulation is made pursuant to K.S.A. 60-452 and K.S.A. 60-452a and the compromise of such shall not be admissible as evidence of liability or an admission which is the express intention of the Board and the Licensee.

5. This Stipulation is to be strictly construed. Any violation of any of the terms and conditions of this Stipulation shall be considered a violation of the Kansas Healing Arts Act for which formal adjudicative proceedings for revocation, suspension or limitation of Licensee's license may be immediately commenced.

6. This Stipulation shall continue in full force and effect for a period of two (2) years from the date of its execution. At the end of the two (2) year period of time, this Stipulation shall expire.

7. This Stipulation constitutes the entire agreement of the parties and may be modified or rescinded only by written agreement signed by both parties hereto, provided, however, Licensee may, at any time, seek a modification of the terms of this Stipulation and the Board will give due consideration to such request, it being specifically understood that this Stipulation may be modified at the request of Licensee only following evidence by Licensee of a good and sufficient change of circumstances.

WHEREFORE, the parties hereto have executed this Agreement the day and year first above written, it being specifically understood that the effective date of this Agreement shall be the date on which it has been signed by both parties hereto.

KANSAS STATE BOARD OF HEALING ARTS

Richard A. Uhlig
BY: RICHARD A. UHLIG, D.O.
Secretary "Board"

March 18, 1988
DATE

Merle J. Fieser md
MERLE J. FIESER, M.D.
"Licensee"

April 13, 1988
DATE

Prepared by:

David Steed by HMB
David W. Steed, Esquire
TURNER AND BOISSEAU, Chartered
825 North Waco
Wichita, KS 67203
(316)263-2267
DWS/cw