



to the cited provisions of the Healing Arts Act. Under the provisions of K.S.A. 65-2838(a), the Board has jurisdiction to impose appropriate discipline if a licensee to the Board has engaged in commissions or omissions to bring Licensee with the purview of K.S.A. 65-2836. Under the provisions of K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation without the necessity of proceeding to a disciplinary hearing. 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. 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.

The terms and conditions of the Stipulation are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an order of the Board. This Stipulation shall not be binding on the Board until an authorized signature is affixed at the end of this document. Upon signature by Licensee to this document, it shall be deemed a unilateral contract and agreement and shall bind Licensee to the terms and conditions set forth in the Stipulation whether or not the Board's signature is affixed to the document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

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

(a) In lieu of the commencement of formal proceedings and/or the making of findings by the Board, Licensee, by signature attached to this

Stipulation, hereby voluntarily agrees to the following disciplinary measures placed on his license to engage in the practice of medicine and surgery in the State of Kansas:

i) Licensee agrees to participate in and successfully complete the Medical Knowledge Self-Assessment Program (MKSAP) offered by the American College of Physicians. Licensee shall provide proof of successful completion of the MKSAP to the Board within 120 (one hundred twenty) days of Board acceptance of this Stipulation.

ii) Licensee agrees to perform a one week miniresidency in geriatrics at an institution and program approved by the Board. Licensee shall provide proof of successful performance of the one week miniresidency within 6 months of Board acceptance of this Stipulation.

iii) Licensee agrees to attend and successfully complete a well-organized course on "Current Therapeutics" in which there are organized small group discussion sections. Licensee shall submit the proposed course to the Board for its approval prior to attendance. Licensee shall provide proof of attendance of said course within six (6) months of Board acceptance of this Stipulation.

iv) Upon successful completion of i, ii, and iii above, Licensee may request the Board to terminate this Stipulation. The Board will consider the request, and, if approved, will provide notice of the termination of the Stipulation to the National Practitioner Databank.

(b) Licensee's failure to comply with the provisions of the Stipulation will result in the Board taking disciplinary action as the Board deems appropriate in compliance with the Kansas Administrative Procedure Act or the terms of this Stipulation.

(c) 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 Risk Management Law, K.S.A. 65-4921 *et seq.*, that are known or unknown, and are not covered under the conditions of this Stipulation, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act, including the information which provides the basis for this Stipulation.

(d) This Stipulation constitutes the entire agreement between the parties and may only be modified and/or amended by a subsequent document executed in the same manner by the parties.

(e) Licensee acknowledges that he has read this Stipulation and fully understands its contents. Licensee acknowledges that this Stipulation has been entered in freely and voluntarily given.

(f) Licensee releases the Board, its employees and agents, from all claims to mean those damages, actions, liabilities and causes 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 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, its employees or agents, arising out of acts leading to the execution or pertaining to the performance of this Stipulation, or the contents of this Stipulation.

(g) Licensee acknowledges that this document shall be deemed a public disciplinary record upon Licensee's signing this document. Licensee

further acknowledges this action is reportable and will be reported to the National Practitioner Databank and the Federation of State Medical Boards and other reporting agencies.

(h) Licensee authorizes Petitioner to present this Stipulation to the Board for its consideration and to fully disclose to and discuss with the Board the nature and results of the investigation, even if Licensee is not present, and that Licensee will not raise as an issue the issue of presentation of this Stipulation to the Board in any proceeding in any manner for any purpose.

6. All correspondence or communication between Licensee and the Board shall be by certified mail addressed to: Kansas State Board of Healing Arts, ATTN: Disciplinary Counsel, 235 S. Topeka Boulevard, Topeka, Kansas 66603-3068.

7. Licensee shall obey all federal, state and local laws, rules and regulations governing the practice of medicine and surgery in the State of Kansas that may be in place at the time of execution of the Stipulation or may become effective subsequent to the execution of the Stipulation.

8. Licensee has an affirmative duty to notify the Board of changes in his personal professional status which would inhibit in any way compliance with the above conditions in this Stipulation.

9. Upon execution of this Stipulation by the affixing of 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 under K.S.A. 65-2838. This Stipulation shall constitute the Board's Order when filed with the Office of the Executive Director and no further order is required.

IN WITNESS WHEREOF, the parties have executed this agreement on  
the 8<sup>th</sup> day of December, 1997.

KANSAS STATE BOARD OF HEALING ARTS



Lawrence T. Buening, Jr.  
Executive Director

December 8, 1997

Date

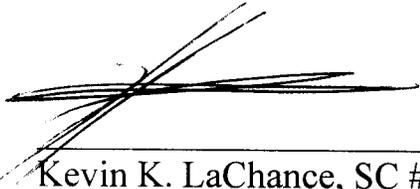


Ralph D. Holmsten, M.D.  
Licensee

12-5-97

Date

Prepared and Approved As To Form By:



Kevin K. LaChance, SC # 15058  
Disciplinary Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603-3068  
(785) 296-2075

Approved As To Form By:



Thomas E. Wright, SC # 06115  
Counsel for Licensee  
Wright, Henson, Somers, Sebelius, Clark & Baker  
Commerce Bank Building, 2d Floor  
Topeka, Kansas 66601-3555  
(785) 232-2200

## CERTIFICATE OF SERVICE

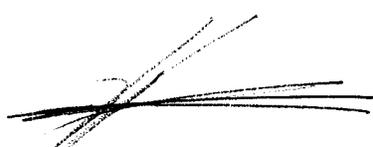
I, Kevin K. LaChance, Disciplinary Counsel, Kansas State Board of Healing Arts, do hereby certify that on this 8th day of December, 1997, a true and correct copy of the above **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** was sent by U.S. mail, first class postage prepaid, to the following:

Ralph D. Holmsten, M.D.  
2601 SW 17th Street  
Topeka, Kansas 66604

Thomas E. Wright, SC # 06115  
Counsel for Licensee  
Wright, Henson, Somers, Sebelius, Clark & Baker  
Commerce Bank Building, 2d Floor  
Topeka, Kansas 66601-3555

and the original was hand-delivered to:

Mr. Lawrence T. Buening, Jr.  
Executive Director  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603-3068



---

Kevin K. LaChance