

**FILED**

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

APR 13 1994

**KANSAS STATE BOARD OF  
HEALING ARTS**

In the Matter of )  
 )  
JEFFREY ALAN RIESMAN, M.D. )  
Kansas License No. 4-23942 )  
\_\_\_\_\_ )

Case No. 94-00096

**THIRD STIPULATION AND AGREEMENT  
AND ENFORCEMENT ORDER**

COMES NOW the Kansas State Board of Healing Arts ("Board") and Jeffrey Alan Riesman, M.D. ("Licensee") and stipulate and agree as follows:

**WITNESSETH:**

**WHEREAS**, the Board is the sole and exclusive administrative agency in the State of Kansas statutorily authorized to regulate the practice of the healing arts to include the practice of medicine and surgery pursuant to K.S.A. 1993 Supp. 65-2801 et seq.

**WHEREAS**, (confidential)  
(confidential)

**WHEREAS**, (confidential)  
(confidential)

**WHEREAS**, on September 9, 1989, Licensee entered into an agreement with the Missouri State Board of Registration for the Healing Arts regarding Licensee's application for temporary licensure to allow Licensee to practice in a residency program at Mid-Missouri

Mental Health Center.

**WHEREAS,** (confidential)

(confidential)

**WHEREAS,** Licensee resigned from the Missouri residency program (confidential)

(confidential)

**WHEREAS,** on May 2, 1990, Licensee applied for a Kansas postgraduate training permit so he could engage in training at the University of Kansas Medical Center in Kansas City, Kansas.

**WHEREAS,** Licensee was granted a temporary permit for postgraduate training in consideration for his having entered into a **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER ("STIPULATION")** with the Board.

**WHEREAS,** (confidential)

(confidential)

**WHEREAS,** (confidential)

(confidential)

**WHEREAS,** on January 14, 1992, Licensee was granted a license to practice medicine and surgery by endorsement in consideration for his having entered into a **SECOND STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER ("SECOND**

**STIPULATION")** with the Board.

**WHEREAS**, the **SECOND STIPULATION** incorporated the conditions as set forth in the **STIPULATION**, provided that Licensee agreed to obey all federal, state, and local laws and rules governing the practice of medicine and surgery in the State of Kansas, and that Licensee had an affirmative duty to notify the Board of any changes in his personal or professional status  
(confidential)

**WHEREAS**, (confidential)  
(confidential)

**WHEREAS**, the Board received information, from sources other than Licensee, that he  
(confidential) and that he had been terminated from his  
postgraduate training program at the University of Kansas.

**WHEREAS**, such acts or conduct as set forth above would constitute grounds to revoke, suspend, or otherwise limit licensure pursuant to K.S.A. 65-2836 and K.S.A. 1993 Supp. 65-2837.

**WHEREAS**, the Board has jurisdiction pursuant to K.S.A. 65-2838(a) to impose appropriate discipline if Licensee has violated K.S.A. 65-2836.

**WHEREAS**, in lieu of the Board proceeding with a formal administrative hearing pursuant to K.S.A. 77-511, the Board has authority to enter into this **THIRD STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER ("THIRD STIPULATION")** pursuant

to K.S.A. 65-2838(b).

**NOW**, 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 **THIRD STIPULATION** to provide for the settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. By executing this **THIRD STIPULATION**, Licensee waives all procedural and due process requirements afforded to him by the Kansas Administrative Procedure Act, K.S.A. 1993 Supp. 77-501 et seq.

2. The terms and conditions of this **THIRD STIPULATION** are entered into between the parties to become an Order of the Board which shall not become binding on the Board until a Board-authorized signature is affixed on the last page of this document. Licensee's signature on this document creates a unilateral contract binding Licensee to all the terms and conditions set forth in this **THIRD STIPULATION**, whether or not a Board-authorized signature is affixed to this document. Licensee acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

3. Licensee agrees this **THIRD STIPULATION** and its filing are in accordance with the requirements of law, that the Board has jurisdiction to consider this **THIRD STIPULATION** and that the Board is lawfully constituted to consider this matter. Licensee further agrees that the Kansas Healing Arts Act, K.S.A. 1993 Supp. 65-2801 et seq., as set forth by statute and as recited in this **THIRD STIPULATION**, is constitutional on its face and as applied in this case.

4. Licensee agrees that the following conditions, restrictions and limitations shall be placed upon his license to practice the healing arts:

- a. Licensee hereby voluntarily surrenders his license to practice medicine and surgery in the State of Kansas.
- b. Licensee agrees his voluntary surrender of said license is made during a disciplinary investigation.
- c. Licensee may apply for reinstatement of his license at any time. However, such application will be taken under consideration by the Board utilizing the criteria set forth in Vakas v. Kansas State Board of Healing Arts, 248 Kan. 589, 808 P.2d. 1355 (1991). Licensee agrees he has the burden of proving he has met the Vakas criteria. No representation is made by the Board that an application for reinstatement made by Licensee will be viewed as automatic, nor that an unrestricted license to engage in the practice of medicine and surgery would be forthcoming. If reinstatement of Licensee's license is issued, it will be done so after appropriate consideration of all matters and issues regarding Licensee pursuant to the factors enumerated in Vakas.

5. This **THIRD STIPULATION** 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.

6. This **THIRD STIPULATION** is entered into freely and voluntarily, and Licensee

agrees he has read and understands this **THIRD STIPULATION**.

7. Licensee agrees he 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 **THIRD STIPULATION** or its contents. This release shall discharge the Board of any claims Licensee alleges to have had at the time of this release or might have had, either known or unknown.

8. Licensee understands and agrees this document shall be deemed a public record upon Licensee signing this **THIRD STIPULATION**. Licensee further acknowledges this **THIRD STIPULATION** shall be reported as a voluntary surrender pending a disciplinary investigation to the National Practitioner Databank, Federation of State Medical Boards, and any other reporting entities requiring disclosure of this **THIRD STIPULATION**.

9. 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. 65-4921 et seq., whether unknown or not covered under the conditions of this **THIRD STIPULATION**, or past acts unknown to the Board or subsequent acts.


10. All correspondence or communication by Licensee to the Board shall be by United States Mail, first class, postage prepaid, addressed to the Kansas State Board of Healing Arts, Attention: Office of the Disciplinary Counsel, 235 S. Topeka Blvd., Topeka, Kansas, 66603-3068.

11. Upon execution of this **THIRD STIPULATION** by the affixing of a Board-


authorized signature below, the provisions of this **THIRD STIPULATION** shall become an Order of the Board and shall be deemed a proper and lawful Enforcement Order pursuant to K.S.A. 65-2838(b) without further order.

IN WITNESS WHEREOF the parties have executed this agreement on this 16<sup>th</sup> day of April, 1994.

KANSAS STATE BOARD OF HEALING ARTS

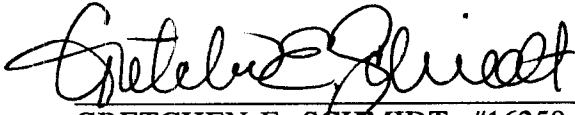
  
LAWRENCE T. BUENING, JR.  
Executive Director

April 16, 1994  
Date

  
JEFFREY ALAN RIESMAN, M.D.  
Licensee

4-15-94  
Date

Prepared and Approved by:



GRETCHEN E. SCHMIDT, #16250  
Associate Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603-3068  
(913) 296-7413

**CERTIFICATE OF SERVICE**

I, Gretchen E. Schmidt, Associate Counsel of the Kansas State Board of Healing Arts, certify that on this 18 day of April, 1994, a true and correct copy of the above **THIRD STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** was deposited in the United States Mail, first class, postage prepaid, addressed to the following:

Jeffrey Alan Riesman, M.D.  
7141 Baltimore  
Kansas City, Missouri 64114

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 66603-3068



GRETCHEN E. SCHMIDT

a:riesman.stp (lj)

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**THIRD STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**  
Jeffrey Alan Riesman, M.D.