

FILED

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

MAR 20 1992

IN THE MATTER

OF

LADONA MARIE SCHMIDT, M.D.,

**KANSAS STATE BOARD OF
HEALING ARTS**

Case No. 92-00207

STIPULATION AND AGREEMENT

COMES NOW, the Kansas State Board of Healing Arts (hereinafter referred to as Board) and LaDona Marie Schmidt, M.D., (hereinafter referred to as Applicant) 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.

2. Applicant has applied for permanent licensure by endorsement pursuant to K.S.A. 65-2833 based upon the temporary license presently granted to her by the Missouri State Board of Registration for the Healing Arts.

3. On or around December 14, 1991, Applicant appeared before the Kansas State Board of Healing Arts regarding eligibility requirements for licensure in Kansas.

4. Applicant wishes to be granted licensure by endorsement for the purpose of obtaining post-graduate training in Kansas.

5. The Board determined that Applicant would be eligible for permanent licensure by endorsement for the purposes of post-graduate training. The Board further requested the

Applicant enter into a **STIPULATION** to limit said licensure to those activities which would be involved in post-graduate training.

6. On February 27, 1992, Applicant submitted a completed application for licensure by endorsement with the Kansas State Board of Healing Arts.

7. In consideration of the granting to Applicant a permanent license by endorsement in the State of Kansas and other mutual covenants and promises contained herein, the parties hereto 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. Applicant admits that the form of the **STIPULATION AND AGREEMENT** 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 is lawfully constituted to consider this matter to include consideration of this **STIPULATION AND AGREEMENT**.

Applicant further acknowledges that the Kansas Healing Arts Act as set forth in the statute and as recited in the **STIPULATION AND AGREEMENT** is constitutional on its face and is applied in this case.

Applicant further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.

c. Upon execution of this **STIPULATION AND AGREEMENT** by both Applicant and the Board, the Board will issue Applicant a permanent license by endorsement to practice medicine and surgery in the State of Kansas.

d. Upon receipt of the license to practice of medicine and surgery, Applicant agrees to limit her practice under such to those activities which would be involved in a post-graduate training program, and shall not engage in the private practice of medicine and surgery.

e. Applicant may request that this **STIPULATION** be removed and she be granted an unrestricted permanent license at such time as Applicant receives a full and unrestricted license in either Missouri or some other state and provides verification of such license to the Board or at such time as Applicant provides proof that the medical school from which she graduated has been in operation at least 15 years and Applicant has completed three years of post-graduate training.

8. This **STIPULATION AND AGREEMENT** constitutes the entire agreement between the parties and may only be modified by a subsequent document executed in the same manner by the parties.

9. Applicant acknowledges that this **STIPULATION AND AGREEMENT** has been entered into freely and voluntarily given.

10. Applicant hereby releases the Kansas State Board of Healing Arts, it employees and agents, from all claims to mean those damages, actions, liabilities and cause of actions, both administrative and civil. This release shall forever discharge the Board of any and all claims or demands of every kind and nature that Applicant has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected and Applicant shall not commence to prosecute, cause or permit to be prosecuted any action or proceeding or any description against the Board, it employees or agents, arising out of acts relating to the execution of this **STIPULATION AND AGREEMENT** or the content of this **STIPULATION AND AGREEMENT**.

11. Applicant acknowledges that she has read or has had read to her all the numbered paragraphs above, 1-10, that Applicant fully understands the contents and has received a copy of this **STIPULATION AND AGREEMENT**.

12. This **STIPULATION AND AGREEMENT** shall not become binding on the Board until an authorized signature is affixed on the last page of this document. Upon signature by Applicant to this document it shall be deemed a unilateral contract and agreement and shall bind Applicant to all terms and conditions set forth in this **STIPULATION AND AGREEMENT** whether or not the Board's signature is affixed to the document. Applicant acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

IN WITNESS WHEREOF, the parties have executed this agreement on this 23 day of March, 1992.

KANSAS STATE BOARD OF HEALING ARTS

Lawrence T. Buening, Jr.
Lawrence T. Buening, Jr.
Executive Director

March 25, 1992
Date

APPLICANT

LaDona Marie Schmidt, M.D.
LaDona Marie Schmidt, M.D.

3-23-92
Date

PREPARED AND APPROVED BY:

Debra L. Billingsley
DEBRA L. BILLINGSLEY #13264
Disciplinary Counsel
Kansas State Board of Healing Arts
235 South Topeka Boulevard
Topeka, Kansas 66603
(913) 296-7413

STIPULATION AND AGREEMENT
LaDona Marie Schmidt, M.D.


CERTIFICATE OF SERVICE

I, Lawrence T. Buening, Jr., hereby certify that on the 25th day of March, 1992, a true and correct copy of the above and foregoing Stipulation and Agreement was deposited in the United States mail, postage prepaid, addressed to:

LaDona Marie Schmidt, M.D.
2933 Baltimore, Apt. 501
Kansas City, MO 64108

and a copy was hand-delivered to:

Debra L. Billingsley
Disciplinary Counsel
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603


Lawrence T. Buening, Jr.

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

MAR 27 1992

IN THE MATTER)

KANSAS BOARD OF
HEALING ARTS

OF)

LADONA MARIE SCHMIDT, M.D.,)

Case No. 92-00207

ENFORCEMENT ORDER

NOW, on this 25th day of March, 1992, this matter comes on for consideration before the Kansas State Board of Healing Arts (hereafter referred to as "Board") and LaDonna Marie Schmidt, M.D. (hereafter referred to as "Licensee") as a result of a Stipulation and Agreement having been entered into between the Board and the above-named Licensee on March 25, 1992.

After reviewing the files and being otherwise duly advised in the premises, the Board finds as follows:

1. That the Board and Licensee have entered into a Stipulation and Agreement, a true copy of which is attached hereto as "Exhibit A" and incorporated herein as if fully set forth.

2. That the attached Stipulation and Agreement should be approved and all conditions, terms and provisions set forth in the Stipulation and Agreement shall be adopted as Findings of Fact and Conclusions of Law and the Order of the Board.

IT IS THEREFORE BY THE BOARD ORDERED AS FOLLOWS:

1. That the findings hereinabove made be and the same are made the Order of the Board.

2. Upon execution of the attached Stipulation and Agreement by both Applicant and the Board, the Board will issue Applicant a permanent license by endorsement to practice medicine and surgery in the State of Kansas.

3. Upon receipt of the license to practice of medicine and surgery, Applicant agrees to limit her practice under such to those activities which would be involved in a post-graduate training program, and shall not engage in the private practice of medicine and surgery.

4. Applicant may request that this Stipulation be removed and she be granted an unrestricted permanent license at such time as Applicant receives a full and unrestricted license in either Missouri or some other state and provides verification of such license to the Board or at such time as Applicant provides proof that the medical school from which she graduated has been in operation at least 15 years and Applicant has completed three years of post-graduate training.

IT IS SO ORDERED.


LAWRENCE T. BUENING, JR.
Executive Director


CERTIFICATE OF SERVICE

I, Lawrence T. Buening, Jr., hereby certify that on the 25th day of March, 1992, a true and correct copy of the above and foregoing Enforcement Order was deposited in the United States mail, postage prepaid, addressed to:

LaDona Marie Schmidt, M.D.
2933 Baltimore, Apt. 501
Kansas City, MO 64108

and a copy was hand-delivered to:

Debra L. Billingsley
Disciplinary Counsel
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603


Lawrence T. Buening, Jr.