

SOUTH DAKOTA STATE BOARD OF
MEDICAL AND OSTEOPATHIC EXAMINERS

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| IN THE MATTER OF THE SOUTH |) | |
| DAKOTA STATE BOARD OF MEDICAL |) | STIPULATION ON AGREED |
| AND OSTEOPATHIC EXAMINERS |) | DISPOSITION AND |
| LICENSE #1976 ISSUED TO |) | ORDER OF PROBATION |
| PAUL ANDREW WOJEWSKI, M.D. |) | |

This Stipulation is made and entered into by the South Dakota State Board of Medical and Osteopathic Examiners, hereinafter referred to as Board, by and through its duly appointed Investigating Committee consisting of Richard Porter, M.D., L. Paul Jensen and Brent A. Wilbur, and licensee Paul Andrew Wojewski, M.D., WITNESSETH:

WHEREAS, the above named Paul Andrew Wojewski, M.D., is the holder of license #1976 issued by the South Dakota State Board of Medical and Osteopathic Examiners, and

WHEREAS, Paul Andrew Wojewski, M.D., has informally met with the above committee pursuant to SDCL § 1-26-29, in order to permit him an opportunity to show compliance with all lawful requirements for retention of his license, and

WHEREAS, the Board is permitted pursuant to SDCL § 1-26-20 to informally settle contested cases of this nature;

NOW, THEREFORE, based upon the foregoing, the parties stipulate and agree as follows:

1. That Paul Andrew Wojewski, M.D., waives any and all rights, administrative and judicial, that he may enjoy pursuant to SDCL Ch. 1-26 or SDCL Ch. 36-4, except for the confidentiality provisions of SDCL § 36-4-31.5.
2. That license #1976 issued to Paul Andrew Wojewski, M.D., shall be subject to the following terms and conditions:
 - (A) Paul Andrew Wojewski, M.D. shall comply with all laws applicable and relating to the practice of medicine as set forth in SDCL Ch. 36-4 as well as all rules and regulations pertaining to such practice in South Dakota.

- (B) Subject to the terms and conditions set forth herein, Paul Andrew Wojewski, M.D. may commence medical practice as soon as this stipulation is signed and filed.
- (C) For an initial period of six months, Dr. Wojewski will have weekly appointments with Dr. Lord, who will determine what proportion of those appointments should be psychotherapy. Dr. Lord shall obtain frequent blood levels and will monitor thyroid status. During this period Dr. Wojewski's wife, Sara, will contact Dr. Lord weekly by telephone to inform him of her observations of Dr. Wojewski. Those observations should include insomnia, irritability, verbal aggression, hyperactivity, grandiose ideation and increased energy as well as any other unusual activity.
- (D) For an additional six month period Dr. Wojewski will have bi-weekly appointments of the same type with Dr. Lord. Thereafter, Dr. Wojewski will have monthly appointments with Dr. Lord or another psychiatrist approved by the Board.
- (E) Until further order of the Board, Dr. Wojewski will have annual checkups with Dr. Richard D. Lentz, M.D., or another psychiatrist approved by the Board.
- (F) Dr. Wojewski will continue the present regimen of medication, Tegretol ER 600 mg. twice daily and Zyprexa 15 mg. daily until modified by Dr. Lord. If the presence of hypomanic symptoms are detected by Dr. Lord or otherwise, Dr. Wojewski will immediately notify the Board of Medical Examiners and withdraw from the practice of medicine until further order of the Board. Such a manifestation of symptoms will constitute grounds for suspension of Dr. Wojewski's license.
- (G) As of the date of this agreement, Dr. Wojewski may commence the practice of medicine with the following restrictions:
- i) For a period of six months, Dr. Wojewski will function as an assistant cardiovascular surgeon while being monitored by Dr. Lord and a supervising cardiovascular surgeon who will be

approved by the Board prior to the commencement of practice by Dr. Wojewski.

- ii) At the conclusion of the six month period referred to above, the Board will make a determination, based upon the recommendation of Dr. Lord or another attending psychiatrist and the supervising cardiovascular surgeon as to the scope of Dr. Wojewski's surgery practice.
- iii) Prior to commencing practice, Dr. Wojewski will obtain the consent of a cardiovascular surgeon practicing at any hospital where Dr. Wojewski will have privileges to monitor complaints from nursing or physician staff or patients. That cardiovascular surgeon must agree to accept complaints and report those complaints to the Board with all due speed. Dr. Wojewski will issue a blanket medical release authorizing that surgeon to talk to any physician treating Dr. Wojewski. A similar medical release will be executed in favor of the Board.
- iv) Dr. Wojewski will minimize airplane travel across time zones. In the event that Dr. Wojewski flies on a journey that crosses three time zones, he will not practice for a period of one week after return.
- v) Absent emergencies, Dr. Wojewski will limit his work week to 40 hours, maintaining a log of hours worked which will be available to the Board at any time. By executing this agreement, Dr. Wojewski agrees to submit to testing of his urine, blood or breath immediately upon the request of the Board or a treating psychiatrist.
- vi) Dr. Wojewski's intake of caffeine will be limited to two cups of caffeinated beverage per day, to be taken in the mornings only.
- vii) As long as Dr. Wojewski maintains a medical practice in the state of South Dakota, he will ~~undertake no medical practice in other states or~~ countries.

3. By executing this agreement, Dr. Wojewski hereby releases and indemnifies the Board and its agents, employees, and attorneys from any claim, cause of action or lawsuit which Dr. Wojewski may have had with regard to these licensure proceedings.

4. In the event of any question or dispute under this agreement, the parties agree that the terms of this agreement shall not be construed against the drafter but shall be construed as though all parties were the drafter.

5. The parties agree to execute all documents necessary to effectuate the terms of this agreement. Paul Andrew Wojewski, M.D. agrees to execute any medical releases requested by the Board.

6. This agreement embodies the entire agreement of the parties and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

7. This agreement may be modified only by a written agreement, executed with the same formalities as this instrument.

8. In the event that Paul Andrew Wojewski, M.D., during the term of this agreed disposition, violates or fails to complete the provisions set forth in this agreement, the Board may summarily remove license #1976 issued to Paul Andrew Wojewski, M.D., without necessity of a hearing.

9. In the event that Paul Andrew Wojewski, M.D. leaves South Dakota to reside or practice outside the state, Paul Andrew Wojewski, M.D. shall notify the South Dakota State Board of Medical and Osteopathic Examiners of all changes of address, as well as the dates of departure and return, which information the Board will hold in confidence to the extent is allowed to do so by law.

10. This agreement for the disposition of the above entitled contested case is a matter of public record and the obligations of the Board with respect thereto shall be governed by the laws of South Dakota and current Board policy.

(A) The Board will report this action to the National Practitioner Data Bank, the Healthcare Integrity and

Protection Data Bank, and the Federation of State Medical Boards as follows:

- i) Adverse Action Classification Code 1125.
- ii) Basis for Action Code 39.
- iii) The Board will report to the Federation of State Medical Boards that license #1976 issued to Paul Andrew Wojewski, M.D., has been placed on probation due to hypomanic episodes in 1996 and 2003.

11. Paul Andrew Wojewski, M.D. understands that he has the right and has been afforded the opportunity to have this agreement reviewed by his attorneys,, and that in the event he chooses to execute this document without taking the opportunity to avail himself of this right such failure shall be deemed to be a waiver of such right.

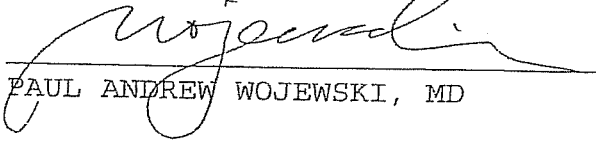
12. Paul Andrew Wojewski, M.D. specifically waives any claim that any disclosures made to the full membership of the Board for the purposes of the consideration of this agreement have prejudiced his rights to a fair and impartial hearing in the event this agreement is not accepted by the full Board and if further proceedings ensue.

13. Paul Andrew Wojewski, M.D. further agrees that there have been no inducements, threats or promises made in order to obtain his entry into this agreement.

14. The parties further agree that all statements contained herein are based upon the facts known to the Board on the date of execution of this agreement and that these known facts shall not be used as a basis to support any further action by the Board concerning license #1976 issued to Paul Andrew Wojewski, M.D. except as described herein.

THEREFORE IT IS ORDERED that license #1976 issued to Paul Andrew Wojewski, M.D. is hereby placed on probation pursuant to the terms of this agreement, effective the date of this agreement.

Dated this 30 day of NOV, 2004.


PAUL ANDREW WOJEWSKI, MD

Dated this 24th day of November, 2004.

BARKER WILSON REYNOLDS & BURKE

BY: 
MICHAEL P. REYNOLDS

Attorneys for Dr. Paul Wojewski
P.O. Box 9335
Rapid City, SD 57709
(605) 718-8000

Dated this 9 day of December, 2004.

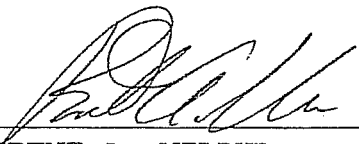
SOUTH DAKOTA STATE BOARD OF MEDICAL
AND OSTEOPATHIC EXAMINERS

BY: 
L. PAUL JENSEN

Executive Secretary
1323 South Minnesota Avenue
Sioux Falls, SD 57105
(605) 336-1965

Dated this 3rd day of December, 2004.

MAY, ADAM, GERDES & THOMPSON LLP

BY: 
BRENT A. WILBUR

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