

THE SOUTH DAKOTA BOARD OF MEDICAL AND OSTEOPATHIC EXAMINERS

IN THE MATTER OF THE MEDICAL LICENSE OF WILLIAM E. TIEMANN, MD, LICENSE NUMBER: 6049 * AGREED DISPOSITION

This Agreed Disposition, made and entered into by the South Dakota Board of Medical and Osteopathic Examiners, hereinafter referred to as the Board, and William E. Tiemann, MD, hereinafter referred to as Dr. Tiemann, WITNESSETH:

WHEREAS, the Board has received information that Dr. Tiemann is enrolled in a five year contract with the Louisiana Physicians' Health Foundation for aftercare and monitoring regarding his alcohol and/or chemical dependency, and

WHEREAS, Dr. Tiemann is the holder of a South Dakota medical license but does not actively practice in South Dakota, and SDCL 36-4-30 (24) states that discipline by another medical licensing board is unprofessional conduct and is grounds for discipline, and

WHEREAS, Dr. Tiemann has been disciplined by other state licensing authorities, and

WHEREAS, the parties hereto agree to resolve any issues relative to the imposition of conditions and restrictions on Dr. Tiemann's license to practice medicine in this state without the necessity of the Board filing a formal complaint or notice of hearing pursuant to SDCL 1-26-9, and the parties have reached agreement as to the terms and conditions whereby the Board would enter an Agreed Disposition relative to the imposition of certain terms and conditions upon Dr. Tiemann's South Dakota medical license; and

WHEREAS, the parties agree the Board is empowered pursuant to SDCL 1-26-20 to informally settle contested cases relative to the licensure of physicians by the Board; and

THEREFORE, based upon the foregoing, the parties agree as follows:

- 1. Dr. Teimann does hereby consent that upon the Board's motion, made without notice and hearing thereon, the Board may make and enter an Order Accepting an Agreed Disposition which conditions and restricts Dr. Tiemann's South Dakota medical as follows:
a. Dr. Tiemann shall permanently refrain from the use of alcohol, controlled substances (unless prescribed for him by another physician for legitimate medical purposes), and/or illegal drugs of any kind.
b. Dr. Tiemann shall comply with all conditions and terms of all actions and agreements made with other state licensing authorities, and

c. Dr. Tiemann shall enroll in the South Dakota Health Professional Assistance Program (SDHPAP). He shall personally be responsible for requesting that all aftercare and monitoring information, tests results, and reports be sent from the Louisiana Physicians' Health Foundation directly to SDHPAP on a quarterly basis. He will be responsible for personally ensuring that those reports are provided to SD HPAP in a timely manner. Further, Dr. Tiemann will release and advise SD HPAP to provide bi-annual progress reports, and to report any and all non-compliance immediately to the Board.

d. In the event that Dr. Tiemann should wish to engage in active practice in South Dakota, he shall first notify the Board office in writing and then comply with any additional requests and conditions that the Board deems appropriate.

2. Within ten (10) days of signing the Agreed Disposition Dr. Tiemann shall provide the Board office with a written list of all hospitals and skilled nursing facilities at which he currently has medical privileges, a written list of all states in which Dr. Tiemann is licensed or has applied for licensure, and written addresses and telephone numbers of Dr. Teimann's residences and all work sites. Within seven (7) days of any changes to any work sites, Dr. Tiemann shall provide written information regarding new address and telephone information to the Board office.

3. Dr. Tiemann understands that he has the right and has been afforded the opportunity to have this agreement reviewed by his attorneys, and 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.

4. If Dr. Tiemann fails, neglects, or refuses to fully comply with each of the terms, provisions, and conditions herein, and/or if he fails to provide and ensure that quarterly reports are provided to the SD HPAP on a timely basis, he accepts and agrees that his South Dakota medical license shall be permanently revoked without the necessity of a hearing.


5. In the event the Board in its discretion does not approve this settlement, this Agreement is withdrawn and shall be of no evidentiary value and shall not be relied upon nor introduced in any disciplinary action by either party hereto. However, Dr. Tiemann agrees that should the Board reject this stipulation and if this case proceeds to hearing, he shall assert no claim that the Board was prejudiced by its review and discussion of this Agreement or of any records relative hereto.


6. Dr. Tiemann waives any further hearings on this matter before the Board to which Dr. Tiemann may be entitled by South Dakota or United States constitutions, statutes, or rules and agrees that an Order may be entered pursuant to this Agreement and it shall be the final Agreement herein. Dr. Tiemann hereby acknowledges that he has read and understands this Agreement and has voluntarily entered into this Agreement without threat or promise by the Board or any of its members, employees, or agents. This document contains the entire Agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this stipulation.

7. That the parties further agree that this Agreed Disposition is a public document and shall be reported to all entities deemed appropriate by the Board, and all statements contained herein are based upon the facts known to the Board on the date of execution of this Agreement.

Dated this 20th day of October, 2008.

THE SOUTH DAKOTA BOARD
OF MEDICAL AND OSTEOPATHIC
EXAMINERS

By: 
Robert L. Ferrell, MD
President, SDBMOE

By: 
William E. Tiemann, MD

By: _____
Attorney for Dr. Tiemann