AGREEMENT REGARDING THE LICENSE
OF DAVID A. SAPPERSTEIN AS A PODIATRIST

Come now David A. Sapperstein, D.P.M., and the State Board of Podiatry and enter into this Agreement for the purpose of informally resolving the complaints against David A. Sapperstein, D.P.M., involving his license as a podiatrist.

I. David A. Sapperstein, D.P.M., (hereinafter "licensee") hereby stipulates with the State Board of Podiatry to the following facts:

1. The State Board of Podiatry is an agency of the State of Missouri created and established pursuant to section 336.100, RSMo 1986, for the purpose of executing and enforcing the provisions of Chapter 330, RSMo.

2. The licensee is licensed by the State Board of Podiatry as a podiatrist, License No. 461. The licensee's Missouri license is current and active.

3. The licensee has agreed to certain limitations on his Kansas license to practice podiatry in response to complaints arising from lawsuits related to his practice of podiatry. A copy of the Kansas Stipulation is attached as Exhibit 1 and incorporated by this reference.

4. A basis exists for the Board to allege that cause exists for the Board to take disciplinary action against the licensee pursuant to section 330.160.2(5) and (12), RSMo 1986.

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II.

The licensee is aware of the various rights and privileges afforded by law, including the right of a hearing of the charges against the licensee; the right to appear and be represented by counsel; the right to have all charges against the licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witness appearing at the hearing against the licensee; the right to present evidence on the licensee's own behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against the licensee; and the right to a ruling on questions of law by an administrative hearing commissioner. Both parties understand that this Agreement is in lieu of proceedings before the Administrative Hearing Commission. Both parties hereby expressly waive any and all rights attendant to a hearing before the Administrative Hearing Commission.

In light of the foregoing stipulation of facts, David A. Sapperstein, D.P.M., and the State Board of Podiatry hereby consent and agree to the following action to be imposed against the license of the licensee as a podiatrist. By agreement of the parties, License No. 461 of David A. Sapperstein, D.P.M., is limited by the following agreement:

1. The licensee shall not perform one or more bunionectomies or one or more osteotomies on either the
patient's first office visit or on the day the need or benefit for such surgery is determined and/or recommended to the patient.

2. The licensee will attach to his present surgical consent form a brief explanation, using plain and nontechnical language, of the procedure for which the consent is to be given, any alternative form/forms of treatment and any common complications or negative results. A copy of this attachment as prepared by the licensee for laser surgeries, bunion surgeries and bunionectomies with first and second metatarsal osteotomies shall be provided to the Board for approval within ten (10) days of the effective date of this Agreement. Any modification to these attachments which may be made by the Board shall be incorporated therein by the licensee.

3. The licensee, in accordance with sound clinical principles and generally accepted podiatry practices, shall actively attempt conservative podiatric care and treatment as an alternative to surgical intervention.

4. The licensee shall personally see and treat all surgical patients during each office visit postoperative care is provided.

5. For all surgical procedures performed by the licensee, appropriate preoperative, intraoperative and postoperative radiographic studies shall be performed as required or deemed beneficial by sound clinical principles and generally accepted podiatric standards. Diagnosis of the
extent of deformities and the indications for surgical intervention shall be made by utilization of generally accepted methods and standards (e.g. intermetatarsal angle and hallux abductus angle).

6. Radiographic studies shall include such different views as necessary or beneficial to provide the licensee with adequate information to make appropriate diagnoses, determine placement intraoperatively and evaluate healing postoperatively. If postoperative radiographic studies are deemed by the licensee to be necessary or beneficial, a lateral view shall be taken.

7. Within twelve (12) months of the effective date of this Agreement, the licensee shall attend and successfully complete a minimum of two (2) educational seminars which provide hands-on training in the use of open surgery and different techniques for fixation. These seminars shall be similar in scope and duration to the mini-residency program conducted at the Atlanta Podiatry Institute of the "Super Seminar" sponsored by the California College of Podiatric Medicine and the American College of Foot Surgeons. Proof of attendance and successful completion of the two (2) seminars shall be provided to the Board by the licensee.

8. It is understood by the parties that the Board may receive additional complaints and petitions in court cases which involve the treatment provided by the licensee to patients prior to the effective date of this Agreement. The
Board agrees to terminate all present investigations involving such cases and will not investigate new matters which may hereafter be received by the Board which allege or involve similar treatment provided by the licensee prior to the effective date of this Agreement.

9. The preceding paragraph shall not be deemed to constitute a waiver, estoppel or res judicata so as to preclude the Board from conducting any further investigation or initiating future proceedings against the licensee for any conduct of the licensee subsequent to the effective date of this Agreement or for any conduct by the licensee prior to the date of this Agreement which pertains to conduct substantially different from the information presently contained within the Board's investigative files and known to the Board.

10. It is further understood that this Agreement does not nor does it incend to be an attempt by the Board to make any clinical judgments or determinations on the treatment individual patients should receive from the licensee. Rather, this Agreement is to insure that the licensee will follow generally accepted principles and standards in his treatment of patients so that the safety and welfare of the citizens of the State of Missouri are adequately protected.

11. It is understood that this Agreement will constitute a public record. Further, it is understood that this Agreement will be provided to the Federation of State Podiatric Boards as a disciplinary action report and will be
reported by said Federation on its Disciplinary Action Reports. It is further understood that pursuant to Chapter 610, RSMo and Section 620.010.14(7), RSMo Supp. 1989, the Board may provide matters of a public record, as well as matters contained within its investigative file otherwise required to be confidential to the proper licensing or disciplinary authority of another jurisdiction upon request by such authority. Except as above stated, all matters contained within the investigative files shall, pursuant to Section 620.010.14(7), RSMo Supp. 1989, remain confidential and shall not be disclosed or divulged by the Board except as authorized by that statute.

12. This Agreement and all provisions thereof shall remain in full force and effect until rescinded or otherwise modified by mutual agreement of the parties hereto or by an order of the Board.

13. By entering into this Agreement, the Board agrees that it shall not make any determination, decision or findings of fact based upon the information presently contained within the investigative files maintained by the Board and will not initiate any formal adjudicative proceedings based upon such information.

14. In the event the licensee fails to comply with any of the terms and conditions of this Agreement, the Board, may at its sole discretion, rescind this Agreement and initiate
formal adjudicative proceedings against the licensee pursuant to Missouri law.

15. It is understood and agreed that the provisions of this Agreement are to be strictly construed against the licensee and adhered to by the licensee.

16. This Agreement constitutes the entire agreement between the parties and there are no other agreements, promises or understandings regarding any matter in question herein other than that expressly set forth.

17. This Agreement is not an admission of any violations of the Podiatry Act by the licensee. This Agreement is agreed to by the licensee merely to avoid the time and expenses which would be associated with litigation should formal adjudicative proceedings be initiated against the licensee and imposes obligations upon the licensee which, in the licensee's opinion, he has fulfilled in the past and would have voluntarily followed and abided by in the future.

WILLIAM L. WEBSTER
Attorney General

DAVID A. SAPIERSTEIN, D.P.M.

SARA RITTMAN
Assistant Attorney General
Effective this 6th day of April, 1990.
-Effective date will be filled in by Executive Director.-

STATE BOARD OF PODIATRY

Sharlene Rimiller
Executive Director