

FILED

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

APR 13 1992

IN THE MATTER)
)
OF)
)
PETER V. BIERI, M.D.,)
Kansas License No. 4-15026)
issued July 1, 1972)
_____)

**KANSAS STATE BOARD OF
HEALING ARTS**

Case No. 92-00206

ENFORCEMENT ORDER

NOW, on this 11th day of April, 1992, this matter comes on for consideration before the Kansas State Board of Healing Arts (hereinafter referred to as Board) and Peter V. Bieri, M.D. (hereinafter referred to as Licensee) as a result of the **STIPULATION AND AGREEMENT** having been entered into between the Board and the above named Licensee on March 17, 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 in all conditions, terms and provisions as set forth in the **STIPULATION AND AGREEMENT** and shall be adopted as the order of the Board.

IT IS THEREFORE BY THE BOARD, ORDERED AS FOLLOWS:

a. That the findings here and above made be and the same are made the order of the Board.

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

Case No. 92-00206

STIPULATION AND AGREEMENT

COMES NOW, the Kansas State Board of Healing Arts (Board), by and through Debra L. Billingsley, Board Disciplinary Counsel, and Peter V. Bieri, M.D., (Licensee) 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. Licensee is currently licensed in the State of Kansas authorized to engage in the practice of medicine and surgery, having been issued License No. 4-15026, issued July 1, 1972.

3. Information was provided in March of 1992 which indicated that Licensee had the inability to practice the healing arts with reasonable skill and safety to patients

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STIPULATION AND AGREEMENT

Peter V. Bieri, M.D.

Supp. 65-2836(i). That said inability involved the Licensee's failure to adhere to the applicable standard of care to a degree which constituted ordinary and/or gross negligence in violation of K.S.A. 1991 Supp. 65-2837(a)(1)(2) and (3).

4. The Board has jurisdiction pursuant to K.S.A. 1991 Supp. 65-2838(a) to impose appropriate discipline if Licensee has failed to adhere to

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that has been approved by the Board

or at any time in the future fails to comply with the terms and conditions established by said Program and for the jurisdiction reasons set forth in paragraph 3 above. Under the provisions of K.S.A. 1991 Supp. 65-2838(b), the Board has the authority to enter into this **STIPULATION AND AGREEMENT**.

5. It is the intent and purpose of this **STIPULATION AND AGREEMENT** to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. The terms and conditions of this **STIPULATION AND AGREEMENT** are entered into between the undersigned parties and is submitted for the purpose of allowing those terms and conditions to become an Order of the Board.

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 Licensee to this document it shall be deemed a unilateral contract and agreement and shall bind Licensee to all terms and conditions set forth in the

STIPULATION AND AGREEMENT

Peter V. Bieri, M.D.

STIPULATION AND AGREEMENT whether or not the Board signature is affixed to the document. Licensee acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

6. In consideration of the conditions, terms, covenants and promises contained herein, the parties 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. Licensee 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**.

Licensee 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 as applied in this case.

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

Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and

acceptance of this **STIPULATION AND AGREEMENT** as it relates to the Kansas Healing Arts Act.

c. In lieu of presenting the investigative data to the Board, Dr. Bieri stipulates and agrees as follows:

i. There will be no findings as to the underlying allegations and there will be no admission of violation or liability on Dr. Bieri's part.

ii. Dr. Bieri shall, on or before March 17, 1992 voluntarily surrender his license to engage in the practice of medicine and surgery.

iii. Surrender of said license is made during a disciplinary investigation. Such surrender of Licensee's license will be treated as a surrender during a pending disciplinary investigation and for reporting purposes to any state or national medical federation, clearing house for disciplinary sanctions of health care providers and licensees or National Practitioner Data Bank.

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Dr. Bieri shall be free to apply for reinstatement of his license to engage in the practice of medicine and surgery in the State of Kansas subject however to a background investigation

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least restrictive means to return Dr. Bieri to the practice of medicine and surgery. However, such application may be denied by the Board in compliance with Kansas law. There is no representation by the Board that my application for reinstatement of a medical license will be viewed as automatic nor that an unrestricted license to engage in the practice of medicine and surgery would be forthcoming and if any license is issued it will be done so after

appropriate consideration of all matters and issues regarding Dr. Bieri and his participation in the aforementioned program.

vi. Dr. Bieri agrees on or before March 17, 1992 to place any existing hospital privileges on a "leave of absence basis" confidential

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vii. The Kansas State Board of Healing Arts reserves the right to modify any element of this **STIPULATION AND AGREEMENT** based on the written assessment of the Ridgeview Hospital regarding Licensee's assessment and evaluation upon completion of the professional assessment unit program.

d. Licensee does not admit as true the allegations contained in paragraph 3 of this **STIPULATION**. However, Licensee will not contest or dispute said allegations. It is the intent and purpose of this **STIPULATION AND AGREEMENT** to provide for settlement of all such issues without the necessity of proceeding to a formal disciplinary hearing.

e. Licensee further understands and agrees that by entering into this **STIPULATION AND AGREEMENT**, he is waiving his right to a hearing. The Licensee voluntarily and knowingly waives his rights to present a defense by

oral testimony and documentary evidence, to submit rebuttal evidence, to conduct such cross-examination of witnesses as may be desired and to waive any and all substantive and procedural motions and defenses that could be raised if an administrative hearing would be held.

7. Nothing in the agreement shall be construed to deny the Board jurisdiction to investigate the 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. that are unknown or that are not covered under the conditions of this **STIPULATION AND AGREEMENT** or past acts which are unknown to the Board or subsequent acts.

8. This **STIPULATION AND AGREEMENT** 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.

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

10. Licensee hereby releases the Kansas State Board of Healing Arts, its 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 Licensee has claimed to have had at the time of this release

or might have had, either known or unknown, suspected or unsuspected, and Licensee shall not commence to prosecute, cause or permit to be prosecuted any action or proceeding or any description against the Board, its employers or agents, arising out of acts leading to the execution of this **STIPULATION AND AGREEMENT** or the content of this **STIPULATION AND AGREEMENT**.

11. Licensee acknowledges he has read or has had read to him all the numbered paragraphs above 1 through 10, that Licensee fully understands the contents and has received a copy of this **STIPULATION AND AGREEMENT**.

IN WITNESS WHEREOF the parties have executed this agreement
on this 16th day of March, 1992.

KANSAS STATE BOARD OF HEALING ARTS

John P. White
John P. White, D.O., Board President

Date

April 11, 1992

LICENSEE

Peter V. Bieri M.D.
Peter V. Bieri, M.D.

Date

17 March 1992

PREPARED AND APPROVED BY:

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

STIPULATION AND AGREEMENT
Peter V. Bieri, M.D.

CERTIFICATE OF SERVICE

I, Debra L. Billingsley, hereby certify that a copy of the above and foregoing Stipulation and Agreement was deposited in the United States mail, postage prepaid on the 13th day of April, 1992 addressed to the following:

Peter V. Bieri, M.D.

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Lawrence, Kansas 66047


Debra L. Billingsley

b. That Licensee's license to engage in the practice of medicine and surgery in the State of Kansas, is terminated to all rights and privileges associated with said license based on the acceptance of Licensee's offer to surrender his license.

c. Licensee has voluntarily surrendered his license to engage in the practice of medicine and surgery. Surrender of said license was made during a disciplinary investigation and will be treated as a surrender during a pending disciplinary investigation for reporting purposes to any state or national medical federation, clearing house for disciplinary sanctions of health care providers and licensees or National Practitioner Data Bank.

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e. Upon successful completion of confidential
confidential Licensee shall be free to apply for reinstatement of his license to engage in the practice of medicine and surgery in the State of Kansas subject, however, to a background investigation, confidential

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restrictive means to return Licensee to the practice of medicine and surgery. There is no representation by the Board that any application for reinstatement of a medical license will be viewed as automatic nor that an unrestricted license to engage in the practice of medicine and surgery would be forthcoming. If any license is issued, it will be done so after appropriate consideration of all matters and issues regarding Licensee and his participation in the aforementioned program.

IT IS SO ORDERED.


Lawrence T. Buening
Executive Director

CERTIFICATE OF SERVICE

I, Debra L. Billingsley, hereby certify that a copy of the above and foregoing was deposited in the United States mail, postage prepaid on April 13, 1992 addressed to the following:

Peter V. Bieri, M.D.
1548 El Dorado
Lawrence, Kansas 66047



ENFORCEMENT ORDER
Peter V. Bieri, M.D.