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APR 20 2009

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

**KS State Board of Healing Arts**

In the Matter of	)	
	)	
John Hiebert, M.D.	)	Docket No. 08-HA-00 166
Kansas License No. 04-19084	)	

**CONSENT AGREEMENT AND ORDER**

COME NOW, the Kansas State Board of Healing Arts, ("Board"), by and through Wm. Scott Hesse, General Counsel ("Petitioner"), and John Hiebert, M.D. ("Licensee"), and hereby move the Board for approval of a Consent Agreement and Order affecting the Licensee's license to practice medicine and surgery in the State of Kansas. The Parties stipulate and agree to the following:

1. The Licensee was originally issued license number 4-19084 to practice as a medical doctor in the state of Kansas on June 19, 1981. Licensee's license is active.

2. The Licensee's last known mailing address is 4620 JC Nichols Parkway, Suite 505, Kansas City, Missouri 64112.

3. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of the healing arts, specifically the practice of medicine and surgery. K.S.A. 65-2801 et seq. and K.S.A. 65-2869.

4. This Consent Agreement and Order and the filing of such document are in accordance with applicable law and the Board has jurisdiction to enter into the Consent Agreement and Order as provided by K.S.A. 77-505 and K.S.A. 65-2838. Upon approval, these stipulations shall constitute the findings of the Board, and this Consent Agreement and Order shall constitute the Board's Final Order.

5. The Healing Arts Act is constitutional on its face and as applied in the case. The Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as

provided by the law.

6. The Licensee voluntarily and knowingly waives his right to a hearing concerning the issuance of this Consent Agreement and Order. The licensee voluntarily waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination of witnesses concerning the issuance of this Consent Agreement and Order. The Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held concerning the issuance of this Consent Agreement and Order. By voluntarily and knowingly entering into this Consent Agreement and Order, the Licensee waives all rights of appeal in this matter.

7. The terms and conditions of this Consent Agreement and Order are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Consent Agreement and Order shall be binding on the Board when an authorized signature is affixed at the end of this document, The Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Consent Agreement and Order on behalf of the Board.

8. The Board has received information and investigated the same, and has reason to believe that the Licensee has violated K.S.A. 65-2836(r).

9. In his 2007 renewal application for medicine and surgery licensure, the Licensee affirmatively answered the application question that asked if the Licensee "had been a defendant in a lawsuit, or if any adverse judgment, award or settlement has been paid resulting from a professional liability claim in which you were named."

10. Pursuant to Board Policy, Disciplinary Counsel sent a letter to Licensee on July 18, 2007 requesting specific additional information within thirty (30) days regarding the affirmative

response on his renewal application. The Licensee failed to provide the requested information.

11. On August 21, 2007, Disciplinary Counsel sent a letter to Licensee again requesting specific additional information within thirty (30) days regarding the affirmative response on his renewal application. The Licensee failed to provide the requested information.

12. On September 20, 2007, Disciplinary Counsel sent a letter to Licensee again requesting specific additional information regarding the affirmative response on his renewal application. Disciplinary Counsel further indicated in the letter to the Licensee that failure to provide the requested information within fourteen (14) days would result in the initiation of an investigation which could result in disciplinary action. The Licensee failed to provide the requested information within the fourteen (14) day period.

13. The Licensee was notified, through his attorney, by a letter, dated November 9, 2007 (Return Receipt dated November 15, 2007), that a formal complaint had been filed due to his failure to provide the information requested. The letter further indicated that the information was to be received by November 23, 2007. The Licensee failed to timely provide the information by the date requested.

14. The Licensee submitted the requested information in a letter received on December 3, 2007.

15. The Licensee's failure to provide in a timely manner the information requested by July 18, August 21, September 20, and November 9, 2007, constitutes a violation of K.S.A. 65-2836(r), which states as follows: "The licensee has failed to furnish to the board, or its investigators or representatives, any information legally requested by the board." This Public Censure is not due to any unprofessional conduct and/or dishonorable conduct on the part of the Licensee.

16. The Licensee further waives his right to dispute or otherwise contest the allegations

contained in the above paragraphs in any further proceeding before this Board as they relate to his violation of K.S.A. 65-2836(r).

17. The Licensee's acts constitute a violation of the Healing Arts Act as set forth in K.S.A. 65-2836(r).

18. Pursuant to K.S.A. 65-2836 the Board has the authority to deny, revoke, suspend, limit, or censure Licensee's license. Pursuant to K.S.A. 65-2863 a the Board has the authority to impose administrative fines for violations of the Healing Arts Act.

19. Pursuant to K.S.A. 65-2838(b), the Board has authority to enter into this Consent Agreement and Order without the necessity of proceedings to a formal hearing.

20. In lieu of conducting a formal proceeding, the Licensee, by signature affixed to this Consent Order, hereby voluntarily agrees to the following disciplinary action:

#### **CENSURE**

a.) Licensee is publicly censured for violating K.S.A. 65-2836(r), which states as follows: "The licensee has failed to furnish the board, or its investigators or representatives, any information legally requested by the board." This Public Censure is not due to any unprofessional and/or dishonorable conduct on the part of the Licensee.

21. Licensee hereby releases the Board, its individual members (in their official and personal capacity), attorneys, employees and agents, hereinafter collectively referred to as "Releasees", from any and all claims, including but not limited to those alleged damages, actions, liabilities, both administrative and civil, including the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 et seq. arising out of the investigations and acts leading to the execution of this Consent Agreement and Order. This release shall forever discharge the Releasees of any and all claims or demands of every kind and nature that the Licensee has claimed to have had at the time of this release or might have had, either known or

unknown, suspected or unsuspected, stemming from the acts leading to the execution of this Consent Agreement and Order and the Licensee shall not commence to prosecute, cause or permit to be prosecuted, any action or proceeding of any description against the Releasees stemming from the acts leading to the execution of this Consent Agreement and Order.

22. The Licensee further understands and agrees that upon signature by the Licensee, this document shall be deemed a public record and shall be reported to any reporting entities authorized to receive disclosure of the Consent Agreement and Order.

23. This Consent Agreement and Order, when signed by both parties, 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.

24. The Licensee agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement, even if the Licensee is not present. The Licensee further acknowledges that the Board may conduct further inquiry as it deems necessary before the complete or partial acceptance or rejection of any offer of settlement.

25. The Licensee, by signature to this document, waives any objection to the participation of the Board members, including the Disciplinary Panel and General Counsel, in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member or General Counsel in any future proceedings on the basis that the Board Member or General Counsel has received investigative information from any source which otherwise may not be admissible or admitted as evidence.

26. The Licensee acknowledges that he has read this Consent Agreement and Order and fully understands its contents.

27. The Licensee acknowledges that this Consent Agreement and Order has been entered into freely and voluntarily.

28. Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record and shall be reported to any reporting entities authorized to receive disclosure of the Consent Agreement and Order.

29. All correspondence or communication between the Licensee and the Board relating to this Consent Agreement and Order shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Compliance Coordinator, 235 S. Topeka Blvd., Topeka Kansas 66606-3068.

30. The Licensee shall obey all federal, state and local laws and rules governing the practice of medicine and surgery in the State of Kansas that may be in place at the time of execution of the Consent Agreement and Order or may become effective subsequent to the execution of this document.

31. Upon execution of this Consent Agreement and Order by affixing a Board authorized signature below, the provisions of this Consent Agreement and Order shall become an Order under K.S.A. 65-2838. This Consent Agreement and Order shall constitute the Board's Final Order when filed with the office of the Executive Director for the Board and no further Order is required.

35. This Consent Agreement and Order constitutes disciplinary action.

36. The Board may consider all aspects of this Consent Agreement and Order in any future matter regarding the Licensee.

**IT IS THEREFORE ORDERED** that the Consent Agreement and Order and the agreement of the parties herein is adopted by the Board as findings of fact and conclusions of law.

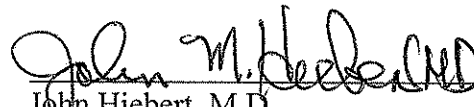
**IT IS SO ORDERED** on this 20<sup>th</sup> <sup>APRIL</sup> day of ~~March~~, 2009.

**THIS IS A FINAL ORDER.**

**FOR TITLE KANSAS STATE  
BOARD OF HEALING ARTS:**

  
\_\_\_\_\_  
Jack Confer  
Executive Director

4-20-09  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Hiebert, M.D.  
Licensee

4-14-09  
\_\_\_\_\_  
Date

PREPARED AND APPROVED BY:



\_\_\_\_\_  
Wm. Scott Hesse  
General Counsel  
Kansas Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603-3068  
785-296-0961

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing CONSENT ORDER was hand delivered or mailed by United States mail, postage prepaid, on this 20<sup>th</sup> day of April, 2009, to the following:

Wm. Scott Hesse  
General Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603

Michael J. Judy  
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Kansas City, Missouri 64111-3407

John Hiebert  
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*Cathy Brown*, Legal Asst.  
for Cathy Brown  
Administrative Assistant