

BEFORE THE MEDICAL LICENSING  
BOARD OF INDIANA  
CAUSE NO. 2015 MLB 0043

IN THE MATTER OF THE LICENSE OF )  
 )  
JOHN A. STEENBERGEN, M.D. )  
 )  
LICENSE NO: 01031634A )



**FINAL ORDER ACCEPTING "PROPOSED SETTLEMENT AGREEMENT"**

The State of Indiana ("Petitioner"), by the Office of the Attorney General, by Deputy Attorney General Kelsie E. Duggan, and John A Steenbergen, M.D. ("Respondent"), by counsel, Albert Barclay Wong, signed a "Proposed Settlement Agreement" ("Agreement"), filed on March 16, 2016, which purports to resolve all issues involved in the action by the Petitioner and the Medical Licensing Board of Indiana ("Board") regarding the Respondent's license, and which Agreement has been submitted to the Board for approval.

The Board after reviewing the Agreement at the March 24, 2016, meeting now finds it has been entered into fairly and without fraud, duress, or undue influence, and is fair and equitable between the parties. The Board hereby incorporates the Agreement, which is attached hereto and incorporated herein as **Exhibit A**, and approves and adopts in full the Agreement as a resolution of this matter. The Board approved this Agreement by a vote of 6-0-0, and orders no fine. Incorporated into the Agreement was the consensus of both parties to Findings of Fact, Conclusions of Law, and Agreed Disposition.

**[Balance of Page Intentionally Left Blank]**

**WHEREFORE**, the Board hereby accepts and approves the Agreement, settling all matters in this case consistent with the terms of the Agreement between the parties, and Respondent is hereby **ORDERED** to abide by all the terms of the Agreement, as set forth below.

**AGREED DISPOSITION**

1. Respondent's Indiana medical license shall be placed on **INDEFINITE SUSPENSION**. Respondent may not petition for reinstatement until two (2) years have passed from the date of the Board's Order Accepting this Proposed Settlement is issued.

2. Prior to petitioning for reinstatement, Respondent must show compliance with the treatment recommendations contained in Respondent's 2015 Acumen Fitness for Duty Evaluation.

3. Prior to petitioning for reinstatement, Respondent must complete and submit to the Board a new Fitness for Duty evaluation at Acumen demonstrating that he has complied with the 2015 Acumen Fitness for Duty Evaluation and that he has fit to practice. This new evaluation shall be completed within ninety (90) days of Respondent's petition for reinstatement.

4. Prior to petitioning for reinstatement, Respondent must complete an evaluation at the Center for Personalized Education for Physicians, demonstrating his clinical competency to practice. This evaluation shall be completed within ninety (90) days of Respondent's petition for reinstatement.

5. Within thirty (30) days of the date of the Board's Order Accepting this Proposed Settlement Agreement, Respondent shall, pursuant to I.C. § 4-6-14-10 (b), pay a fee of Five Dollars (\$5.00) to be deposited into the Health Records and Personal Identifying Information Protection Trust Fund. This fee shall be paid by check or money order made payable to the State of Indiana, and submitted to the following address:

Indiana Office of the Attorney General  
Attn: Maurcia D. Crutcher, Paralegal  
302 West Washington Street, 5<sup>th</sup> Floor  
Indianapolis, IN 46204

6. Within ninety (90) days of the Board's order, Respondent shall pay a **FINE** of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)** which represents a fine of \$500.00 per violation. Respondent shall mail a check or money order payable to the Medical Licensing Board of Indiana to the following address:

Indiana Professional Licensing Agency  
Attn: Medical Licensing Board  
402 W. Washington Street, Room W072  
Indianapolis, IN 46204

7. Pursuant to I.C. § 25-1-9-11, Respondent shall prove at a hearing that he is able to practice with reasonable skill and safety to the public before the Board may reinstate his medical license. Upon reinstatement, Respondent understands and agrees that the Board may impose additional terms and conditions on his license.

8. A violation of the Final Order, any non-compliance with the statutes or regulations regarding the practice of medicine, or any violation of the Settlement Agreement may result in the State requesting an emergency suspension of the Respondent's license, an Order to Show Cause as may be issued by the Board, or a new cause of action pursuant to I.C. § 25-1-9-4, any or all of which could lead to additional sanctions, up to and including a revocation of Respondent's license.

**SO ORDERED**, this 26<sup>th</sup> day of April, 2016

MEDICAL LICENSING BOARD OF INDIANA

By: Maureen Bennett  
for Kirk E. Masten, D.O., President

**CERTIFICATE OF SERVICE**

I certify that a copy of the "Final Order Accepting Proposed Settlement Agreement" has been duly served upon:

John Steenbergen, M.D.  
4880 Century Plaza Rd. Ste. 265  
Indianapolis, IN 46254  
**Service by U.S. Mail**

Albert Barclay Wong  
DREWRY SIMMONS VORNEHM, LLP  
736 Hanover Place, Suite 200  
Carmel, IN 46032  
**Service by U.S. Mail**

N. Renee Gallagher  
Deputy Attorney General  
302 West Washington Street, 5<sup>th</sup> Floor  
Indianapolis, IN 46204  
Renee.gallagher@atg.in.gov  
**Service by e-mail**

4-26-16  
Date

Donna Moran  
Donna Moran, Litigation Specialist

Medical Licensing Board of Indiana  
Indiana Government Center South  
402 West Washington St., Room W072  
Indianapolis, Indiana 46204  
Telephone: 317-234-2011  
Fax: 317-233-4236  
Email: pla3@pla.in.gov

**Explanation of Service Methods**

Personal Service: by delivering a true copy of the aforesaid document(s) personally.

Service by U.S. Mail: by serving a true copy of the aforesaid document(s) by First Class U.S. Mail, postage prepaid.

Service by Email: by sending a true copy of the aforesaid document(s) to the individual's electronic mail address.

BEFORE THE MEDICAL LICENSING BOARD OF INDIANA  
CAUSE NO. 2015 MLB 0043



IN THE MATTER OF THE LICENSE OF )  
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JOHN A. STEENBERGEN, M.D. )  
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LICENSE NO: 01031634A )

PROPOSED SETTLEMENT AGREEMENT

The State of Indiana ("Petitioner"), by Kelsie E. Duggan, Deputy Attorney General, John A. Steenbergen, M.D. ("Respondent"), and Albert Barclay Wong, counsel for Respondent, hereby execute this Agreement as a disposition of the Complaint filed on September 18, 2015. This Agreement is subject to the review and approval of the Medical Licensing Board of Indiana ("Board") pursuant to Ind. Code § 25-22.5 *et seq.* and the Administrative Orders and Procedures Act, I.C. § 4-21.5-3 *et seq.* In the event that the Agreement is not approved by the Board, this Agreement shall be null and void, and in accordance with Indiana Rule of Evidence 408, may not be introduced into evidence in any civil, criminal or administrative proceeding.

STIPULATED FACTS

1. The Attorney General of Indiana is empowered to bring disciplinary complaints in the name of the State of Indiana before the Board pursuant to I.C. § 25-1-7 *et seq.*
2. The Board is charged with the duty and responsibility of regulating the practice of medicine pursuant to I.C. § 25-22.5-2-7.
3. The Board is empowered to hold disciplinary hearings pursuant to the authority of I.C. § 4-21.5-3 *et seq.*

Exhibit A

4. Respondent is a licensed medical doctor in the State of Indiana having been issued license number 01031634A on April 27, 1982.
5. Respondent's address on file with the Indiana Professional Licensing Agency is 4880 Century Plaza Road, Ste. 265, Indianapolis, IN 46254.
6. In approximately September of 2005, Respondent starting treating patient, A.M. Part of that treatment included Respondent consistently prescribing A.M. Hydrocodone for a lengthy period of time between approximately September 24, 2010 and approximately December 19, 2014 along with consistently prescribing A.M. Lorazepam before and during said time period.
7. In 2009, A.M. lost her employment and medical insurance. Respondent agreed to continue to treat A.M. after business hours for free.
8. Respondent did not keep proper medical records regarding treatment he provided to A.M. once the treatment occurred after business hours.
9. In approximately May of 2010, A.M. sought treatment at an emergency room and learned she was pregnant.
10. A.M. requested Respondent help her end the pregnancy. On or about June 5, 2010, Respondent performed an abortion by intravaginally administering Misoprostol to A.M. This occurred outside of business hours at his office.
11. On June 21, 2010, A.M. asked for and received \$500.00 from Respondent.
12. Between June 21 and September 10, 2010, A.M. requested and received \$3,141.05 from Respondent.
13. On September 12, 2010, A.M. demanded \$2,200.00 from Respondent and Respondent allowed an inappropriate physical interaction to occur. Respondent gave A.M. a check for \$2,200.00.

14. From September 12, 2010 to January of 2015, Respondent engaged in inappropriate physical and/or sexual acts with A.M. in his office. These acts included, but are not limited to, hugging, kissing, allowing A.M. to lie down naked, Respondent stripping down to his underwear and lying next to A.M., fondling of A.M.'s breasts and around her vaginal area, and kissing around her vaginal area.

15. A.M. began calling Respondent whenever she needed money. Respondent gave A.M. \$16,274.05 in 2010; \$44,011.92 in 2011; \$64,567.78 in 2012; \$67,041.76 in 2013; \$59,544.79 in 2014; and \$5,199.99 in 2015. Respondent has given A.M. over \$256,000.00 from his checking account.

16. Respondent has not practiced medicine since February 6, 2015.

17. Respondent's employment was terminated on February 17, 2015.

18. In March of 2015, Respondent completed a Forensic Professional Fitness to Practice Evaluation ("Evaluation") at Acumen Assessments in Lawrence, Kansas.

19. A written report of that Evaluation was completed on or about April 10, 2015, and in the Conclusions and Recommendations section of that Evaluation, Respondent was recommended to complete several terms and conditions.

20. Respondent followed these recommendations and was treated at the Professional Renewal Center in Lawrence, Kansas from April 20, 2015 through June 26, 2015.

21. Respondent chose to take a break from treatment and does not currently intend to return to the practice of medicine.

### STIPULATED CONCLUSIONS OF LAW

The parties further stipulate that:

1. Respondent's conduct constitutes a violation of I.C. § 25-1-9-4(a)(4)(B) in that Respondent has continued to practice even though he has become unfit to practice due to failure to keep abreast of current professional theory or practice as demonstrated by, Respondent's inappropriate emotional, romantic and/or sexual relationship with a patient and Respondent's failure to keep proper medical records regarding his treatment of a patient.
2. Respondent's conduct as described above constitutes a violation of I.C. § 25-1-9-4(a)(4)(A) in that Respondent has continued to practice although he has become unfit to practice due to professional incompetence as demonstrated by Respondent's inappropriate emotional, romantic and/or sexual relationship with a patient, and Respondent's failure to keep proper medical records regarding his treatment of a patient.
3. Respondent's conduct as described above constitutes a violation of I.C. § 25-1-9-4(a)(3) in that Respondent has knowingly violated a state statute or rule regulating the medical profession. Specifically, Respondent violated 844 IAC 5-2-5, which states "a practitioner shall exercise reasonable care and diligence in the treatment of patients based upon generally accepted scientific principles, methods, treatments, and current professional theory or practice," as demonstrated by Respondent's inappropriate emotional, romantic and/or sexual relationship with a patient, and Respondent's failure to keep proper medical records regarding his treatment of a patient.



4. Respondent's conduct constitutes a violation of I.C. § 25-1-9-4(a)(5) in that Respondent has engaged in a course of lewd or immoral conduct in connection with the delivery of services to the public.

5. Respondent's conduct as described above constitutes a violation of I.C. § 25-1-9-4(a)(11) in that Respondent engaged in sexual contact with a patient under Respondent's care.

**WHEREAS**, this matter is set for hearing before the Board; and

**WHEREAS**, the Respondent and Petitioner wish to resolve this matter prior to a hearing and have reached a resolution.

#### **AGREED DISPOSITION**

It is now therefore agreed by Respondent and Petitioner as follows:

1. The Board has jurisdiction over Respondent and the subject matter in this disciplinary action.

2. The parties execute this Agreement voluntarily.

3. The Respondent and the Petitioner voluntarily waive their right to a public hearing on the Complaint, and all other proceedings in this action to which either party may be entitled by law, including judicial review and appeal.

4. Petitioner agrees that the terms of this Agreement will resolve any and all pending claims or allegations relating to disciplinary action against Respondent's Indiana medical license.

5. Respondent has carefully read and examined this agreement and fully understands its terms and that, subject to a final order issued by the Board, this Agreement is a final disposition of all matters and not subject to further review.

6. Respondent's Indiana medical license shall be placed on **INDEFINITE SUSPENSION**. Respondent may not petition for reinstatement until **two (2) years** have passed from the date of the Board's Order Accepting this Proposed Settlement is issued.

7. Prior to petitioning for reinstatement, Respondent must show compliance with the treatment recommendations contained in Respondent's 2015 Acumen Fitness for Duty Evaluation.

8. Prior to petitioning for reinstatement, Respondent must complete and submit to the Board a new Fitness for Duty evaluation at Acumen demonstrating that he has complied with the 2015 Acumen Fitness for Duty Evaluation and that he has fit to practice. This new evaluation shall be completed within ninety (90) days of Respondent's petition for reinstatement.

9. Prior to petitioning for reinstatement, Respondent must complete an evaluation at the Center for Personalized Education for Physicians, demonstrating his clinical competency to practice. This evaluation shall be completed within ninety (90) days of Respondent's petition for reinstatement.

10. Within thirty (30) days of the date of the Board's Order Accepting this Proposed Settlement Agreement, Respondent shall, pursuant to I.C. § 4-6-14-10 (b), pay a fee of Five Dollars (\$5.00) to be deposited into the Health Records and Personal Identifying Information Protection Trust Fund. This fee shall be paid by check or money order made payable to the State of Indiana, and submitted to the following address:

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Attn: Maurcia D. Crutcher, Paralegal  
302 West Washington Street, 5<sup>th</sup> Floor  
Indianapolis, IN 46204

11. Within ninety (90) days of the Board's order, Respondent shall pay a **FINE** of \$2,500.00 which represents a fine of \$500.00 per violation. Respondent shall mail a check or money order payable to the Medical Licensing Board of Indiana to the following address:

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Attn: Medical Licensing Board  
402 W. Washington Street, Room W072  
Indianapolis, IN 46204

12. Pursuant to I.C. § 25-1-9-11, Respondent shall prove at a hearing that he is able to practice with reasonable skill and safety to the public before the Board may reinstate his medical license. Upon reinstatement, Respondent understands and agrees that the Board may impose additional terms and conditions on his license.

13. Respondent further understands that a violation of the Final Order, any non-compliance with the statutes or regulations regarding the practice of medicine, or any violation of the Settlement Agreement may result in the State requesting an emergency suspension of the Respondent's license, an Order to Show Cause as may be issued by the Board, or a new cause of action pursuant to I.C. § 25-1-9-4, any or all of which could lead to additional sanctions, up to and including a revocation of Respondent's license.

*The rest of this page is intentionally left blank.*

14. The Respondent agrees to personally appear for the presentation of this Agreement and to pay for a copy of the transcript of the presentation of this Agreement to the Board and the court reporter fees associated with this matter.

3/13/2016  
Date

John A. Steenbergen  
John A. Steenbergen, M.D.  
Respondent  
License No.: 01031634A

3/14/16  
Date

Albert Barclay Wong  
Albert Barclay Wong  
Attorney for Respondent  
Attorney No. 23394-49

3/14/16  
Date

Kelsie E. Duggan  
Kelsie E. Duggan  
Deputy Attorney General  
Attorney No. 26505-49