

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILED

OCT 15 1994

In the Matter of)
)
ROBERT A. LADO, D.C.)
Kansas License No. 01-03984)
_____)

CASE NO. 93-00168

**KANSAS STATE BOARD OF
HEALING ARTS**

STIPULATION AND AGREEMENT

COMES NOW, the Kansas State Board of Healing Arts (hereinafter "Board") by and through James J. Welch, Special Counsel, and Robert A. Lado, D.C. (hereinafter "Licensee"), by and through Alan V. Johnson, Counsel for 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 chiropractic, citing K.S.A. 65-2801, et seq; K.S.A. 65-2871.

2. Licensee is and has been entitled to engage in the practice of chiropractic in the State of Kansas, having been issued license number 01-03984 on August 11, 1990. At all time relevant to the allegations set forth below, Licensee has held a current license to engage in the practice of chiropractic in the State of Kansas, having last renewed his license on July 6, 1994.

3. Information provided to the Board indicates that Licensee may have committed acts which, if proven to be true, would constitute violations of the Healing Arts Act, K.S.A. 65-2801 et seq. The Board instructed that a Petition to Revoke, Suspend, or Otherwise Modify Licensee's license be filed. The charges alleged against Licensee are detailed in the Amended Petition to Revoke, Suspend, or Otherwise Limit Licensure, filed July 2, 1993. The Licensee filed a motion to dismiss the Amended Petition, and denies that he violated the Healing Arts Act.

4. Under the provisions of K.S.A. 65-2838(b), the Board has the express authority to enter into this **STIPULATION AND AGREEMENT** (hereinafter "**STIPULATION**"). The terms and conditions of the **STIPULATION** are entered into between the undersigned parties and it is submitted for the purpose of allowing these terms and conditions to become an Order of the Board. Licensee specifically acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

5. In consideration of the conditions, terms, covenants, and promises contained herein, and in order to resolve any further proceedings, the parties agree as follows:

(a) The Board is the duly authorized administrative agency of the State of Kansas with appropriate statutory authority to regulate the practice of the healing arts to include the practice chiropractic in the State of Kansas.

(b) Licensee admits that this **STIPULATION** and its filing are in accordance with the requirements of law and the Board has jurisdiction to consider the **STIPULATION** and is lawfully constituted to consider the matter to include consideration of this **STIPULATION**. Licensee further notes that the Kansas Healing Arts Act is constitutional on its face as applied in this case. Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to by any provision of law.

(c) Licensee denies all of the allegations contained in the Amended Petition, and nothing in this **STIPULATION** shall be construed as an admission by the Licensee of the allegations against him. The Board alleges that the allegations contained in the Amended Petition are true.

(d) Licensee voluntarily agrees that he will not engage in the practice of chiropractic in the State of Kansas through June 30, 1995.

(e) Licensee voluntarily agrees that he will not seek renewal of his license which currently expires on June 30, 1995.

(f) Subsequently Licensee voluntarily agrees that he will not seek reinstatement of his license for a period of three (3) years, said period to commence July 1, 1995.

(g) Licensee agrees that if he applies for reinstatement of his license pursuant to K.S.A. 65-2809(e) after this three-year period, such application will be taken under consideration by the Board, utilizing the eight factors enumerated by the Kansas Supreme Court in Vakas v. Kansas Bd. of Healing Arts, 248 Kan. 589 (1991).

(h) Licensee further agrees that if he applies for reinstatement of his license pursuant to K.S.A. 65-2809(e), the Board may take under consideration the complete proceedings under the Amended Petition filed on July 2, 1993, the allegations of which the Licensee has denied.

(i) Licensee acknowledges and the Board accepts that in consideration for Licensee's voluntary signature to this **STIPULATION**, the Amended Petition filed on the 2nd day of July, 1993, shall be dismissed without prejudice. When Licensee complies with the agreements set forth in paragraphs 5(d) and 5(e) of this **STIPULATION**, then the dismissal shall become with prejudice.

(j) Licensee acknowledges that prior to any status change of his license in Kansas after July 1, 1998, Licensee must comply with all requirements of applicable statutes, rules and regulations pertaining to the reinstatement of licenses to practice the healing arts in the State of Kansas.

(k) Licensee voluntarily agrees that during the time that his license is not in force, he will neither acquire nor attempt to acquire any ownership interest in any kind of chiropractic facility in the State of Kansas. Licensee specifically agrees that he will provide no professional or other services in the State of Kansas listed under the exceptions to the practice of the healing arts found in K.S.A. 65-2872(d), (e), (f), (g), (h), (i), (j), and (o).

(l) Licensee agrees to place his medical records in the care of another licensee or a records holding facility at his own cost in order to comply with K.A.R. 100-24-1 and shall notify the Board of the specific measures he takes in compliance with the requirement set forth herein so that the Board may respond to questions received from patients regarding their medical records.

6. This **STIPULATION** 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.

7. Licensee acknowledges that he has read this **STIPULATION** and fully understands its contents. Licensee acknowledges that this **STIPULATION** has been entered into freely and voluntarily given.

8. Licensee hereby releases the Board, its employees and agents from claims to mean those damages, actions, liabilities and causes of action, both administrative and civil, including the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions; K.S.A. 77-601 et seq. This release shall 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

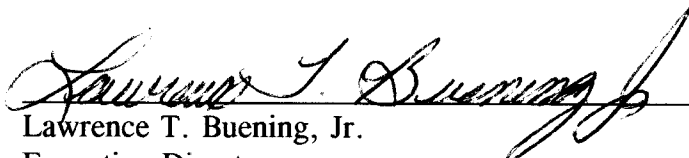
prosecute, cause or permit to be prosecuted any action or proceeding of any description against the Board, its employees or agents, arising out of the acts leading to the execution of this **STIPULATION** or the Contents of this **STIPULATION**.

9. Licensee acknowledges that this document shall be deemed a public record only when executed by both Licensee and Board, and shall only at such time be reportable to the Federation of Chiropractic Licensing Boards. A copy of this **STIPULATION** shall be sent to the Federation of Chiropractic Licensing Board, and shall be reported under FCLB Codes 99 and 600.


10. This **STIPULATION** shall not become binding upon either party until such time as it is approved by the Kansas State Board of Healing Arts. Upon execution of this **STIPULATION** and by affixing of a Board-authorized signature below, the provisions of this **STIPULATION** shall become a proper and lawful Order of the Board under K.S.A. 65-2838(b). This **STIPULATION** shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further Order is required.

IN WITNESS WHEREOF, the parties have executed this agreement on this 15th
day of October, 1994.

KANSAS STATE BOARD OF HEALING ARTS


Lawrence T. Buening, Jr.
Executive Director

October 15, 1994
Date


Robert A. Lado, D.C.

10/14/94
Date

CERTIFICATE OF SERVICE

I, Lawrence T. Buening, Jr., Executive Director, Kansas State Board of Healing Arts, do hereby certify that on the 17th day of October, 1994, a copy of the above and foregoing **STIPULATION AND AGREEMENT** was deposited in the United States mail, first class postage prepaid to the following:

Robert A. Lado, D.C.
P.O. Box 4246
Topeka, Kansas 66604

Alan V. Johnson
Sloan, Listrom, Eisenbarth, Sloan & Glassman
714 Capitol Federal Building
Topeka, Kansas 66603-3881

and a copy hand-delivered to:

James J. Welch
Special Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603


LAWRENCE T. BUENING, JR.