

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

**FILED**

**DEC 10 1996**

**KANSAS STATE BOARD OF  
HEALING ARTS**

IN THE MATTER OF: )  
 )  
LARRY J. MATNEY, D.C. )  
Kansas License No. 1-03054 )  
\_\_\_\_\_ )

Case No. 95-00117

**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**

COMES NOW, the Kansas State Board of Healing Arts (hereinafter "Board") and Larry J. Matney, D.C. (hereinafter "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. K.S.A. 65-2801 et seq.; K.S.A. 65-2871.

2. Licensee is or has been entitled to engage in the practice of chiropractic in the State of Kansas, having been issued license number 01-03054 on January 15, 1966. At all times 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 June 26, 1996.

3. The Board has jurisdiction pursuant to K.S.A. 65-2836 and 65-2838(a) to revoke, suspend or otherwise limit a license if Licensee has committed an act in violation of the Healing Arts Act, specifically K.S.A. 65-2836(b) as defined by K.S.A. 65-2837(a)(1), (2), and (3). Under the provisions of K.S.A. 65-2838(b), the Board has the authority to enter into this Stipulation and Agreement and Enforcement Order (hereinafter "Stipulation").

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**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**

**Larry J. Matney, D.C.**

4. It is the intent and purpose of this Stipulation to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. K.S.A. 65-2838(b). Licensee voluntarily and knowingly waives his right 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.

5. The terms and conditions of this Stipulation are entered into between the undersigned parties and the Stipulation is submitted for the purpose of allowing those terms and conditions to become an Order of the Board.

6. 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 authorized the filing of a disciplinary petition. The charges alleged against Licensee are detailed in the Petition to Revoke, Suspend or Otherwise Limit Licensure, filed August 2, 1995 as amended in the Pre-Hearing Conference Questionnaire filed September 22, 1995 which is attached hereto as Exhibit A.

The Board states that it would present substantial evidence in an administrative hearing in support of the allegations contained in the Petition. Licensee filed an Answer to the Petition wherein he denies the allegations and represents that he would present substantial evidence to refute the allegations presented by the Board. Both parties agree that proceeding with a full evidentiary administrative hearing would be a costly and time consuming matter. As part of the consideration in this Stipulation, Licensee admits that he engaged in consensual sexual relations with B.B. during

the course of his employer/employee and doctor/patient relationship with B.B.; he denies all remaining allegations.

7. This Stipulation shall not become binding on the parties until authorized signatures are affixed at the end of this document. Licensee acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

8. Licensee agrees this Stipulation and the filing of this document are in accordance with the requirements of law, that the Board has jurisdiction to consider this Stipulation and that the Board is lawfully constituted to consider this matter. Licensee further agrees that the Kansas Healing Arts Act, K.S.A. 65-2801 et seq., as set forth by statute and as recited in this Stipulation, is constitutional on its face and as applied in this case.

9. In lieu of formal proceedings and/or findings by the Board, Licensee, by signature attached to this Stipulation, agrees to the following:

- a. Licensee will employ female health care providers to accompany him at all times while he is providing health care to female patients. The employees will be required to read guidelines provided by the Board regarding sexual boundaries and appropriate conduct expected of licensees, specifically chiropractors, attached hereto as Exhibit B and incorporated as if fully restated herein. Each female employee is also required to provide to the Board a signed certification that she has read and understands these guidelines, attached hereto as Exhibit C and incorporated as if fully restated herein.

- b. Licensee will maintain a log of patient care of all female patients. Said log shall be subject to inspection and copy at all times without notice by the Board and/or its staff, and shall be maintained in a format attached hereto as Exhibit D.
- c. Licensee acknowledges and agrees that a representative of the Board has the right to enter Licensee's place of practice at any time during regularly scheduled business hours and immediately be directed to Licensee's location in the building.

confidential

d.

e.

f. Total costs incurred by the Board as a result of charges being filed against Licensee amount to Three thousand three hundred eighty six dollars and fifty cents (\$3,386.50). Licensee agrees to pay one-half the total costs, One thousand six hundred ninety three dollars and twenty-five cents (\$1,693.25), payable within thirty (30) days of Board acceptance of this Stipulation.

10. This Stipulation shall be in effect for a minimum of one year. confidential

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11. Licensee's failure to comply with the provisions of the Stipulation will result in the Board taking disciplinary action as the Board deems appropriate in compliance with the Kansas Administrative Procedure Act.

12. Nothing in this agreement shall be construed to deny the Board jurisdiction to investigate 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 not covered under the conditions of this Stipulation, or subsequent acts which are unknown to the Board to initiate formal proceedings based upon known or unknown allegations of the violations of the Healing Arts Act.

13. Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record, and shall be reported to CINBAD. Upon termination

of the Stipulation, the Board shall report to CINBAD that all terms and conditions of the Stipulation have been met and the Stipulation is no longer in effect.

14. 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.

15. Licensee agrees that all information maintained by the Board and provided to Licensee 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 Licensee is not present. Licensee further acknowledges that the Board may conduct further inquiry as it deems necessary prior to the complete or partial acceptance or rejection of any offer of settlement.

16. Licensee, by signature to this document, waives any objection to the participation of the Board members in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member in any future proceeding on the basis that the Board member has received investigative information which otherwise may not be admissible or admitted as evidence.

17. Licensee acknowledges that he has read this Stipulation and fully understand the contents.

18. Licensee acknowledges that this Stipulation has been entered into freely and voluntarily.

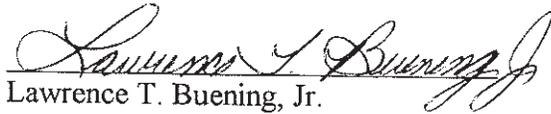
19. All correspondence or communication between Licensee and the Board shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Office of the Disciplinary Counsel, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

20. 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 Stipulation or may become effective subsequent to the execution of this document.

21. Upon execution of this Stipulation by affixing a Board authorized signature below, the provisions of this Stipulation shall become an Order under K.S.A. 65-2838. 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.

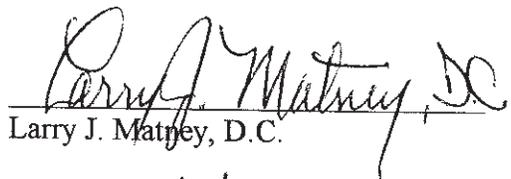
IN WITNESS WHEREOF, the parties have executed this agreement on this 10<sup>th</sup>  
day of December, 1996.

KANSAS STATE BOARD OF HEALING ARTS



Lawrence T. Buening, Jr.  
Executive Director

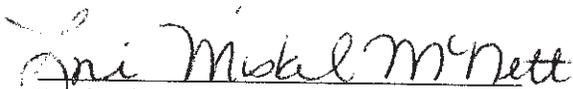
December 10, 1996  
Date



Larry J. Matney, D.C.

12/6/96  
Date

Prepared by:



Lori Miskel McNett, #17223  
Associate Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603-3068  
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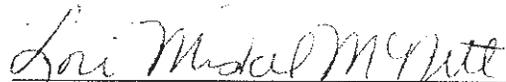
**CERTIFICATE OF SERVICE**

I, Lori Miskel McNett, hereby certify that on the 10<sup>th</sup> day of December, 1996, a true and correct copy of the above and foregoing STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER was deposited in the United States mail, first class, postage prepaid, to the following:

Larry J. Matney, D.C.  
c/o Judy Pope  
Dickson & Pope  
700 SW Jackson  
Roof Garden Suite  
Topeka, Kansas 66603  
Counsel for Licensee

and the original was hand delivered to:

Lawrence T. Buening, Jr.  
Executive Director  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603-3068

  
Lori Miskel McNett