

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILED

JAN 06 1995

Case No. 92-00001
**KANSAS STATE BOARD OF
HEALING ARTS**

In the Matter of)
)
BARRY S. WILSON, D.C.)
Kansas License No. 1-03829)
_____)

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COMES NOW the Kansas State Board of Healing Arts ("Board") and Barry S. Wilson, D.C. ("Licensee") and stipulate and agree as follows:

1. The Board is the sole and exclusive administrative agency in the State of Kansas statutorily authorized to regulate the practice of the healing arts to include the practice of chiropractic pursuant to K.S.A. 65-2801 et seq.; K.S.A. 65-2871.

2. Licensee was originally licensed to practice chiropractic in the State of Kansas on December 5, 1986. On January 9, 1992, a Petition for Revocation, Suspension, Limitation or Censure of License was filed against Licensee by the Board. On June 12, 1992, an Amended Petition was filed. On June 30, 1992, Licensee's license to practice chiropractic in the State of Kansas expired due to his failure to renew his license and pay the annual renewal licensing fee. On August 17, 1992, a Proposed Default Order of Cancellation based upon the expiration of Licensee's license became effective and Licensee's license was cancelled. On November 19, 1992, the Board ordered that Licensee's Motion to Set Aside the Default Order of Cancellation be denied and that the Proposed Default Order of Cancellation remain in effect.

3. The procedural history of this matter as set forth above indicates that disciplinary

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

Barry S. Wilson, D.C.

proceedings were initiated by the Board prior to Licensee's failure to renew his license and subsequent expiration and cancellation by the Board.

4. At all times relevant to the allegations set forth in the Board's Petition, Licensee was licensed to practice chiropractic in the State of Kansas. Licensee is currently residing in the State of Arkansas.

5. On or about May 27, 1992, Licensee entered a plea of nolo contendere to an amended charge of sexual battery, a class A misdemeanor, in the 18th Judicial District Court, Sedgwick County, Kansas. After such plea, Licensee was placed on probation by the District Court for a period of one year. Included in the terms and conditions of that probation were requirements that Licensee receive an evaluation by the Sexual Compulsive Unit, Charter Hospital, Dallas, Texas, and follow all recommendations for counseling made by its director, Dr. Andre Corley, and that he be restricted from seeing patients under the age of 18 years old. Licensee's probation was terminated on July 1, 1994. The court had not terminated his probation at the end of one year because Licensee had not presented it with evidence that he had complied with the requirement for evaluation of counseling. After his move to Arkansas, Licensee had difficulty finding a counselor that met the requirements set out by Dr. Corley.

6. On or about August 3, 1994, the Board of Chiropractic Examiners of the State of Missouri issued an Order based upon the above-noted plea entered by Licensee. The Missouri Order placed Licensee's Missouri license to practice chiropractic on probation for a period of five years subject to certain conditions. Such conditions include the continuation of treatment and psychological counseling from Dr. John Hutson, Ph.D., clinical psychologist, in

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

Barry S. Wilson, D.C.

Memphis, Tennessee, until such time as Licensee is released from treatment, with submission of reports regarding Licensee's progress from his treating physician at least every two months until released from treatment. Licensee was further ordered to continue his policy of not treating patients less than 18 years old. Finally, before returning to practice chiropractic in Missouri, Licensee must notify the Missouri Board of his intention and submit to an evaluation by a professional chosen by the Board with a determination Licensee is sufficiently rehabilitated to practice without danger to patients. If Licensee violates any term or condition of the Missouri probation, the Missouri Board may rescind the terms of the probation and/or suspend, revoke or otherwise discipline Licensee's license.

7. Such acts or conduct as set forth above constitute grounds to revoke, suspend or otherwise limit licensure pursuant to K.S.A. 65-2836. Specifically, Licensee may have violated the following provisions of the Kansas Healing Arts Act:

- (a) Licensee has been convicted of a Class A misdemeanor. K.S.A. 65-2836(c).
- (b) Licensee has had a license to practice chiropractic disciplined by the proper licensing authority of the State of Missouri. K.S.A. 65-2836(j).

8. The Board has jurisdiction pursuant to K.S.A. 65-2838(a) to impose appropriate discipline if Licensee has violated K.S.A. 65-2836. In lieu of the Board proceeding with a formal administrative hearing pursuant to K.S.A. 77-511, the Board has authority to enter into this Stipulation and Agreement and Enforcement Order ("Stipulation") pursuant to K.S.A. 65-2838(b).

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

Barry S. Wilson, D.C.

9. 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. By executing this Stipulation, Licensee waives all procedural and due process requirements afforded to him by the Kansas Administrative Procedure Act, K.S.A. 77-501 et seq.

10. The terms and conditions of this Stipulation are entered into between the parties to become an Order of the Board which shall not become binding on the Board until a Board-authorized signature is affixed on the last page of this document. Licensee acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

11. Licensee agrees this Stipulation and its filing 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 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.

12. Licensee agrees that the following conditions, restrictions and limitations be placed upon his license:

(a) Licensee's Kansas license to practice chiropractic shall be placed on probation for period of five years. Periods of residency or practice outside of the State of Kansas will not apply to the reduction of this probationary period.

(b) Before Licensee returns to practice in the State of Kansas, he shall notify the Board of his intention and confidential

confidential will be conducted in order to assist the Board in its determination

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

Barry S. Wilson, D.C.

whether Licensee is sufficiently rehabilitated to practice chiropractic without danger to patients.

(c) Licensee shall not treat patients under the age of 18 years old during such period of probation.

13. Licensee's failure to comply with the provisions of this Stipulation may result in the Board taking disciplinary action in compliance with the Kansas Administrative Procedure Act. Licensee acknowledges that good and sufficient evidence submitted to the Board indicating Licensee has failed to meet the conditions of this Stipulation or any provision of the Healing Arts Act may serve as the basis for an alleged violation of noncompliance with this Stipulation and the initiation of disciplinary proceedings. An alleged violation of noncompliance with this Stipulation may constitute a violation of a lawful Board Order in violation of K.S.A. 65-2836(k).

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. This Stipulation is entered into freely and voluntarily, and Licensee agrees he has read and understands this Stipulation.

16. Licensee releases the Board, its employees and agents, from all claims and demands of every kind and nature Licensee claims to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected. 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 acts leading to the execution of this Stipulation or the contents of this Stipulation.

17. Licensee understands and agrees this document shall be deemed a public record

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

Barry S. Wilson, D.C.

only when fully executed by both Licensee and the Board. Licensee acknowledges this Stipulation shall be reportable to the Federation of Chiropractic Licensing Boards and any other reporting entity requiring disclosure of this Stipulation.

18. 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., whether unknown or not covered under the conditions of this Stipulation, or past acts unknown to the Board or subsequent acts.

19. All correspondence or communication by Licensee to the Board shall be by United States mail, first class, postage prepaid, addressed to the Kansas State Board of Healing Arts, Attention: Office of the Disciplinary Counsel, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

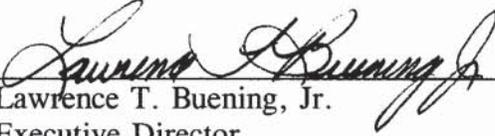
20. Upon execution of this Stipulation by the affixing of a Board-authorized signature below, the provisions of this Stipulation shall become an Order of the Board and shall be deemed a proper and lawful Enforcement Order pursuant to K.S.A. 65-2838(b) without further Order. This Stipulation shall constitute the Order of the Board when filed with the Office of the Executive Director for the Board.

IN WITNESS WHEREOF the parties have executed this agreement on this _____ day of _____, 1994.

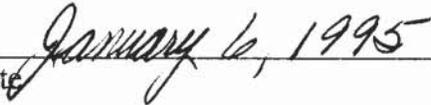
STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

Barry S. Wilson, D.C.

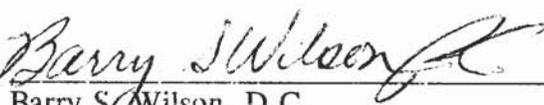
KANSAS STATE BOARD OF HEALING ARTS



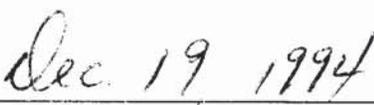
Lawrence T. Buening, Jr.
Executive Director



Date



Barry S. Wilson, D.C.
Licensee



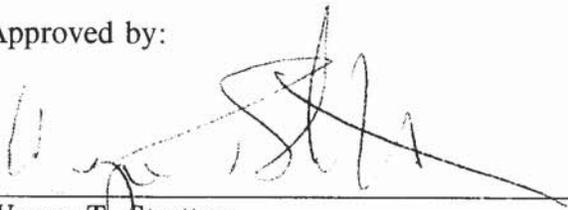
Date

Prepared by:



Gretchen E. Schmidt, No. 16250
Associate Counsel
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603-3068
(913) 296-2075

Approved by:



Wayne T. Stratton
Goodell, Stratton, Edmonds & Palmer, L.L.P.
515 S. Kansas Avenue
Topeka, Kansas 66603-3999
(913) 233-0593

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

Barry S. Wilson, D.C.

CERTIFICATE OF SERVICE

I, Lawrence T. Buening, Jr., Executive Director, certify on this 9th day of January, 1997, a true and correct copy of the above **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** was deposited in the United States mail, first class, postage prepaid, addressed to the following:

Barry S. Wilson, D.C.
P.O. Box 24506
Little Rock, Arkansas 72221-4506

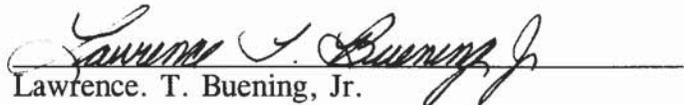
Wayne T. Stratton
Goodell, Stratton, Edmonds & Palmer, L.L.P.
515 S. Kansas Avenue
Topeka, Kansas 66603-3999

and a copy was hand-delivered to:

Gretchen E. Schmidt
Associate Counsel
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603-3068

and the original was hand-delivered to:

Office of the Executive Director
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603-3068


Lawrence T. Buening, Jr.
Executive Director