

BEFORE THE BEHAVIORAL SCIENCES REGULATORY BOARD
STATE OF KANSAS
900 S.W. Jackson, Room 855-S
Topeka, Kansas 66612-1220

IN THE MATTER OF
PAUL D. WILSON, Ph.D.

)
) Case No. 339
)

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COMES NOW the petitioner, Behavioral Sciences Regulatory Board of the State of Kansas, by and through its special counsel, Steve A. Schwarm, Goodell, Stratton, Edmonds & Palmer, L.L.P., on behalf of the Behavioral Sciences Regulatory Board (Board) and the respondent, Paul D. Wilson, Ph.D. by and through his attorney, James T. Wiglesworth and stipulates and agrees as follows:

1. The petitioner, Behavioral Sciences Regulatory Board, is the duly authorized and constituted regulatory agency in the State of Kansas regarding the Kansas Licensure of Psychologists Act of the State of Kansas, K.S.A. 75-5301 et seq.

2. Respondent, Paul D. Wilson, Ph.D. is or has been entitled to practice as a licensed psychologist in the State of Kansas, having been issued license number 361 and has at all times pertinent to the issues before the Board been under the jurisdiction of the Board.

3. The Board alleges that respondent in 1986 and 1987 failed to provide adequate supervision and administrative control of the unlicensed assistant as required by K.A.R. 102-1-11 (a)(1) through (5) and signed partially completed insurance claim forms

before all of the psycho-therapy was conducted and the claim form was then supplemented with the date and services performed for each client before the claim was submitted to the insurance company. Based on the above-recited allegations, the Board contends that respondent is in violation of K.S.A. 74-5324 (d) unprofessional conduct as further defined in K.A.R. 102-1-10 (b)(25) as failing to exercise appropriate supervision over persons with whom the psychologist has a supervisory relationship.

4. Respondent acknowledges that if an administrative hearing were held with regard to this matter, petitioner would present evidence and witnesses in support of the violation or violations as set forth above.

5. The respondent disputes and denies that he has committed any violation of the Licensure of Psychologists Act of the State of Kansas, K.S.A. 74-5301 et seq, as set forth above or otherwise.

6. Respondent does not wish to contest the allegations of the Board in an administrative hearing.

7. Respondent and the Board mutually desire to enter into this Consent Agreement and Order in lieu of an administrative hearing.

8. In consideration of the conditions, covenants and promises contained herein, the parties stipulate and agree as follows:

a) In light of the various factors recited and agreed to herein, it is appropriate for the Board to impose (1) a three week period starting December 12, 1994 and running through January

2, 1995 in which Respondent shall enter into a sabbatical during which time the respondent will not engage in any act or actions that are considered the practice of psychology as defined in K.S.A. 74-5302 (a) nor shall respondent represent himself to be a psychologist as defined in K.S.A. 74-5302 (b) and (2). At the commencement of the sabbatical respondent will surrender to the Board his license to practice psychology in the State of Kansas and such must be received by the Board or its designated representative on or before the three week period of sabbatical as set forth above begins. The Board shall hold respondent's license to practice psychology in the State of Kansas for such three week period and return the license to respondent on January 2, 1995.

b) Respondent shall complete (audit) a post-graduate level ethics course in an accredited psychology program at a recognized university or college as approved by the Board. The Board specifically authorizes the completion of such course at the University of Kansas, Lawrence, Kansas. Said course shall be completed by respondent on or before One (1) calendar year from the date of filing of the Stipulation and Agreement and Enforcement Order in the office of the Board. All documentation of attendance and successful completion for the above course shall be forwarded to the Board prior to this one (1) year expiration term. In addition to documentation regarding respondent's attendance and successful completion of the course, respondent shall simultaneously file a sworn affidavit indicating attendance and successful completion for the course. This course shall be in

addition to the statutory continuing education hours or courses required for license renewal.

c) Respondent shall not either directly or indirectly have any arrangement for the supervision or oversight, regardless of the level of supervision or oversight, for any registered unlicensed assistant from 12/12/94 until 12/12/96 and then not until respondent has fully complied with the provisions of K.A.R. 102-1-11 (a) (12) and amendments thereto.

9. Respondent further agrees to enter into a consulting agreement with a designated and Board approved outside consulting psychologist for a period no less than one (1) calendar year from the date of filing of the Stipulation and Agreement and Enforcement Order with the Board. Said consultant program shall be subject to the following conditions:

a) That the respondent enter into a consulting relationship as defined in K.A.R. 102-1-1 (1) with a consulting psychologist who shall be approved by the Board for a period of one (1) calendar year;

b) That the respondent sign and enter into a proposed consulting agreement to be approved by the Board or Board's designee;

c) That the consulting period shall begin upon the approval of the consulting agreement by the Board or Board's designee;

d) The consulting agreement shall provide for no less than two (2) one hourly sessions per month between the consultant and Respondent and extend throughout the entire period;

e) That in the event respondent desires a change in the consulting agreement provisions or a designated consultant prior approval must be obtained by the Board or Board's designee, or in the event not within the control of the respondent and the Board shall be notified within five (5) calendar days;

f) The focus of the consulting agreement and relationship shall be a review of the Kansas statutes and rules and regulations and ethical standards as it relates to the practice of respondent in a review of respondent's ongoing professional practice in compliance with the Licensure of Psychologists Act of the State of Kansas;

g) Consulting reports will be submitted by the respondent's consultant to the Board or Board designee every three (3) months. Such consultant reports shall be due no later than the tenth day of the next calendar month following the quarterly period. Each consultant report shall indicate the extent to which the goals have been achieved and respondent's compliance with the Licensure of Psychologists Act of the State of Kansas;

h) The above three month quarterly periods are designated as follows:

January - March 1995

April - June 1995

July - September 1995

October - December 1995

i) Such consultant agreement must be submitted to the Board or Board designee no later than 5:00 p.m. on January 2, 1995 by the respondent for such to be approved by the Board or Board designee as set forth above in subparagraph 9, c);

j) Respondent shall stand all costs associated with payment of a consulting psychologist at an amount not to exceed \$75 an hour for all administrative and operational costs associated with the consulting agreement. The Board shall not be deemed a party to the consultant agreement and neither the Board nor the consultant shall be considered a supervisor of respondent in any matter or manner;

k) Respondent shall author a paper with text of no less than 25 pages in length and such paper shall follow American Psychological Association style and format. Such paper shall be submitted to the Board or the Board's designee for approval. Said paper shall focus on the relationship of the psychologist in a supervisory role and administration of the responsibilities of the psychologist in a supervisory role. Said paper must be submitted to the Board or Board's designee no later than July 10, 1995.

l) All correspondence or communication with the Board as specified in this Stipulation and Agreement and Enforcement Order shall mean that the respondent and/or the consulting psychologist must utilize certified mail addressed to Executive Director (re 339) in care of Behavioral Sciences Regulatory Board, 712 Kansas Avenue, Topeka, Kansas 66612.

10. If respondent fails to comply with any of the provisions of this agreement, including but not limited to failure to complete the above specified ethics course, failure of the Board to receive a consultant report or upon receipt of an unsatisfactory report from the designated psychology consultant evidencing non-compliance with the Licensure of Psychologists Act of the State of Kansas or ethical standards associated with such practice in whole or in part, or any other information evidencing respondent's non-compliance with the provisions of this Stipulation and Agreement and Enforcement Order such will result in the Board holding a hearing to which respondent now consents to, to determine a request for respondent to show cause why respondent should not be held in violation of this Stipulation and Agreement and Enforcement Order and why a full adjudicative and administrative hearing on the merits of the petition should not be held in addition to any additional violations as evidence of respondent's non-compliance with this Stipulation and Agreement and Enforcement Order. Upon determination that respondent willfully breached or violated this petition or that respondent has elected not to comply with any of the agreement provisions, the Board may immediately suspend respondent's license and take other disciplinary action the Board deems appropriate.

11. Respondent acknowledges that proof submitted to the Board by an affidavit or other form that respondent has failed to meet the conditions of this agreement shall be good and sufficient evidence to support the alleged violation of non-compliance with

this agreement. It is further understood that if respondent fails to fulfill any of the obligations under the Stipulation the Board will be released from the Stipulation and will not be bound by any of the contents contained therein;

12. It is further understood that respondent has an affirmative duty to notify the Board of changes in his personal and professional status which would inhibit compliance with any of the above conditions or contents of this order. Should respondent determine that he cannot comply with any of the above conditions or contents of this order, respondent must notify the Board within five (5) calendar days. Such notification will not relieve respondent of his affirmative obligations contained within this document;

13. It is further stipulated and agreed by petitioner and respondent that the respective stipulations, admissions and agreements previously made herein were made solely for the purpose of resolving this matter without the necessity of a full administrative hearing. Neither petitioner nor respondent shall be bound by any such stipulation, admission or agreement if a full administrative hearing is held;

14. Nothing in this Stipulation and Agreement and Enforcement Order shall be construed to deny the Board jurisdiction to investigate alleged violations of the Licensure of Psychologists Act of the State of Kansas that are unknown and are not covered under the conditions of this Stipulation and Agreement or subsequent acts which are unknown to the Board or to initiate

formal proceedings based upon known or unknown allegations of violation of the Licensure of Psychologists Act not specifically addressed in the content of this Stipulation;

15. It is the intent and purpose of the Stipulation and Agreement to provide for settlement of all issues without the necessity of proceeding to a formal hearing. Respondent voluntarily and affirmatively waives his right to a hearing pertaining to any matter under the jurisdiction of the Board regarding this Stipulation and Agreement and Enforcement Order;

16. Respondent further understands and agrees that by entering into this Stipulation and Agreement, he is waiving his right to a hearing. Respondent voluntarily and knowingly waives his right to present a defense by 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 can be raised if an administrative hearing would be held;

17. Respondent waives any right of review, reconsideration and/or appeal under the Kansas Administrative Procedures Act, K.S.A. 77-501 et seq. and the Kansas Act for Judicial review and Civil Enforcement of Agency Action, K.S.A. 77-601 et seq. of this order;

18. Respondent admits that this Stipulation and Agreement and the filing of such a document are in accordance with the requirements of law; that the Board and the Board's agent has jurisdiction to consider the Stipulation and Agreement and that the

Board is lawfully constituted to consider this matter to include the consideration of the Stipulation and Agreement. Respondent further notes that the Kansas Licensure of Psychologists Act is constitutional on its face and as applied in this case. Respondent further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law;

19. Respondent hereby releases the Board, its employees and agents, from all 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 Action, K.S.A. 77-601 et seq. This release shall forever discharge the Board of any and all claims or demands of every kind and nature, the respondent has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and respondent 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 and Agreement or the contents of this Stipulation and Agreement;

20. Respondent hereby acknowledges that this Stipulation and Agreement shall not be binding on the Board until an authorized Board signature is affixed at the end of this document. Respondent specifically acknowledges that special counsel for the Board is not authorized to sign for nor bind the Board;

21. This Stipulation and Agreement constitutes the entire agreement between the parties and may only be modified and/or amended by a subsequent document executed in the same manner by the parties;

22. Respondent acknowledges that this document shall be deemed a public record upon the respondent's signing of this document, whether or not an authorized Board signature appears on the same;

23. Upon execution of this Stipulation and Agreement by the affixing of the Board authorized signature below, the provisions of this Stipulation and Agreement shall become an order of the Board and shall be deemed a proper and lawful order of the Board. This Stipulation and Agreement and Enforcement Order shall constitute the Board's order when filed at the Board office and no further order is required; and

24. Respondent acknowledges that he has read or had read to him all of the numbered paragraphs, sections and subsections above and has received a copy of this agreement and fully understands the content of this agreement.


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

BEHAVIORAL SCIENCES REGULATORY BOARD

By: Ronald J. Smith

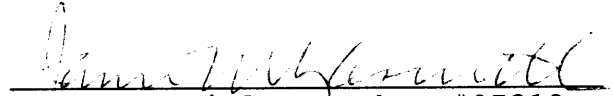
PAUL D. WILSON, PH.D.


PREPARED AND APPROVED BY:



Steve A. Schwarm - #13232
Goodell, Stratton, Edmonds
& Palmer, L.L.P.
515 S. Kansas Avenue
Topeka, Kansas 66603
(913) 233-0593

APPROVED BY:



James T. Wiglesworth - #07319


CONSULTING AGREEMENT

THIS AGREEMENT is entered into by and between PAUL D. WILSON, PH.D., hereinafter referred to as Psychologist and DAVID O. HILL, PH.D., a licensed psychologist acting as the consulting psychologist as defined by K.A.R. 102-1-1(1), hereinafter referred to as Consultant, pursuant to the Stipulation and Agreement and Enforcement Order in Case No. 339, a copy of which is attached hereto for the purpose of complying with paragraph 9 of said Stipulation and Agreement and Enforcement Order.

The parties agree as follows:

- (a) Psychologist enters into this Consulting Agreement with the designated and approved Consultant to establish a consulting relationship subject to the following conditions:
 - (1) That the Psychologist has entered into this consulting relationship with the Consultant until the 15th day of November, 1995.
 - (2) The consulting period shall begin with the approval of the Consulting Agreement by the Behavioral Science Regulatory Board or its designee.
 - (3) Psychologist shall meet with the Consultant for at least two one-hour sessions each month throughout the entire period of the consulting relationship.
 - (4) The focus of the consulting relationship shall be a review of the Kansas Statutes, Rules and Regulations and Ethical Standards relating to the practice of psychology and a review of psychologists ongoing professional practice in compliance with the Licensure of Psychologists Act of the State of Kansas.
- (b) Consulting reports will be submitted by the Consultant to the Behavioral Science Regulatory Board or its designee every three months. The consulting reports shall be due not later than the 10th day of the next calendar month following the quarterly period. Quarterly periods are designated as follows: January - March 1995; April - June 1995; July - September 1995; October - December

1995. The consulting report shall indicate the extent to which the goals have been achieved and Psychologist's compliance with the Consulting Agreement and the Licensure of Psychologists Act of the State of Kansas.

- (c) Psychologist shall pay all the costs associated with the payment of the Consultant in an amount not to exceed \$75.00 per hour for all administrative and operational costs associated with the Consulting Agreement.
- (d) The Behavioral Science Regulatory Board shall not be deemed a party to the Consulting Agreement and neither the Board nor the Consultant shall be considered a supervisor of Psychologist in any matter or manner.
- (e) In the event Psychologist desires a change in the Consulting Agreement or a designated consultant, Psychologist shall secure prior approval from the Behavioral Science Regulatory Board or its designee or in the event such change is not within the control of the Psychologist, the Board shall be notified within five (5) calendar days of such change.
- (f) All correspondence, communications or reports with the Behavioral Science Regulatory Board shall be by certified mail addressed to:

Executive Director, Re: 339
c/o Behavioral Science Regulatory Board
712 Kansas Avenue
Topeka, Kansas 66612

If the Psychologist fails to comply with any provision of this Consulting Agreement upon receipt by the Behavioral Science Regulatory Board of an unsatisfactory report from the Consultant, the Board may hold a hearing to show cause why Consultant should not be held in violation of the Stipulation and Agreement and Enforcement Order and why a full adjudicatory hearing on the merits of the petition.

DATED this 23rd day of January, 1995.

Paul D. Wilson
PAUL D. WILSON, PH.D.
PSYCHOLOGIST

David O. Hill, Ph.D.
DAVID O. HILL, PH.D.
CONSULTING PSYCHOLOGIST

This Consulting Agreement and David O. Hill, Ph.D., as the designated consultant are hereby approved on this 13 day of February, 1995.

BEHAVIORAL SCIENCE REGULATORY BOARD

By Mary Ann Baker

BEFORE THE BEHAVIORAL SCIENCES REGULATORY BOARD
OF THE STATE OF KANSAS

IN THE MATTER OF)
) Case No. 339
PAUL D. WILSON, PH.D.)

AFFIDAVIT OF COMPLIANCE

COMES NOW the respondent and for his Affidavit of Compliance states as follows:

1. The respondent and the Behavioral Sciences Regulatory Board entered into a Stipulation and Agreement and Enforcement Order in this proceeding.

2. Paragraph 8(b) of said Stipulation and Agreement and Enforcement Order provides that respondent shall enroll in and successfully complete a post-graduate level ethics course in an accredited psychological program at a recognized university or college approved by the Board.

3. Gerald K. Gentry, Ph.D. advised the respondent that an ethics course at the University of Kansas in a graduate level program would satisfy the requirements of this provision.

4. That Paul D. Wilson, Ph.D. enrolled and successfully completed the graduate level course at the University of Kansas in the spring of 1995 and that the graduate course is entitled Psychology 975, Professional and Ethical Problems in Clinical Psychology presented by Annette L. Stanton, Ph.D.

5. Attached hereto and incorporated herein by reference is a certificate by Annette L. Stanton, Ph.D. certifying that Paul D. Wilson, Ph.D. has audited the entirety of her graduate course

Psychology 975, Professional and Ethical Problems in Clinical Psychology.

WHEREFORE, respondent states that he has fully satisfied the requirements of paragraph 8 (b) of the Stipulation and Agreement and Enforcement Order.

Paul D. Wilson
PAUL D. WILSON, PH.D.

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

PAUL D. WILSON, PH.D., of lawful age, being first duly sworn on his oath, states: That he is the respondent herein, that he has read the above and foregoing Affidavit of Compliance and the facts therein are true to the best of his knowledge, information and belief.

Paul D. Wilson
PAUL D. WILSON, PH.D.

SUBSCRIBED AND SWORN TO before me this 10th day of Sept, 1995.

Robert J. [unclear]
Notary Public

My Commission Expires:

9/1/95

The University of Kansas

Department of Psychology

June 2, 1995

To Whom It May Concern:

This is to certify that Dr. Paul D. Wilson has audited the entirety of my graduate course Psychology 975, Professional and Ethical Problems in Clinical Psychology, at the University of Kansas, Spring, 1995. If I can provide further information, please feel free to contact me.

With best regards,



Annette L. Stanton, Ph.D.
Associate Professor