

BEFORE THE BEHAVIORAL SCIENCES REGULATORY BOARD
712 Kansas Avenue
Topeka, Kansas 66603-3817

In The Matter

of

Steven L. Briggs, Ph.D.

)
)
)
)
)
)

Case No. 685

CONSENT AGREEMENT AND ORDER

Now on this 14 day of April, 1997, the above-captioned matter comes before the Kansas Behavioral Sciences Regulatory Board (Board) by agreement of Steven L. Briggs, Ph.D. (Licensee) for the purpose of settling the above-captioned case.

Licensee hereby acknowledges the following:

1. Steven L. Briggs is a licensed psychologist within the meaning of the Kansas regulation of psychologists act, K.S.A. 74-5301 et seq. and amendments thereto.

2. During October 1996, the Board received a report of information concerning Licensee's conduct alleging Licensee may have violated certain statutes and regulations governing the practice of psychology.

3. The Board conducted an investigation concerning Licensee's alleged violation of statutes and regulations.

4. During the investigation, Licensee was informed of the reported information, and was given the opportunity to respond to the allegations, and did respond to the allegations.

5. As a result of the investigation, the Board makes the following factual determinations:

Licensee was selected by Dr. V. and his former spouse to

provide mediation services relating to child custody and visitation and, if mediation was unsuccessful to serve as an arbitrator. Licensee served as a mediator until Dr. V. terminated the mediation process and requested Licensee to serve as an arbitrator.

Licensee wrote a letter to complainant Dr. V. and his former spouse which included an estimate of costs of an Arbitration Evaluation and Summary Report that Dr. V. and his former spouse requested be undertaken in regard to the post-divorce children's custody and visitation issues. Licensee, on February 10, 1996 estimated a cost of \$1,800.00 for 12 hours of professional service at the rate of \$150.00 an hour. Licensee also indicated that: "There may be costs in addition to the \$1,800.00 estimated above due to the required additional interviews or psychological testing, charges incurred in obtaining records and/or fees charged by treatment providers interviewed."

Between February 10, 1996 and May 1, 1996 Licensee states he contacted Dr. V.'s wife several times and stated that as information was obtained from the interviews he found that the situation was much more complex than initially anticipated and additional time would be required to write the arbitration report, but Licensee did not send either Dr. V. or his former spouse a revised cost estimate regarding the substantial increase of charges beyond the original estimate.

After completion of the Arbitration Evaluation and Summary Report Licensee sent an itemized statement to Dr. V. and his former spouse dated May 1, 1996 which included a total net charge of

\$15,406.25 (Licensee reduced his fee from \$150.00 to \$125.00 an hour). Under the terms of the Mediation and Arbitration Agreement Dr. V. was responsible for 75% of the fee and his former spouse was responsible for 25% of the fee.

Licensee initially requested payment in full at the time the report would be released, as stipulated in the Agreement to Mediate signed by Dr. V. Subsequently, Licensee offered to permit the Judge of the District Court of Johnson County to set his arbitration fee or to submit his fee and report to a psychologist for peer review but Dr. V. did not respond to either suggestion. At the time the initial statement was sent Dr. V. was in a position of being limited to his ability to proceed with the court action regarding custody and visitation arrangements with his former spouse until he paid his portion of the bill. However, Licensee released his Arbitration Evaluation and Summary Report, without payment by Dr. V., to the judge and to Dr. V. and his former spouse on July 19, 1996, and the child custody/visitation dispute was tried on December 2, 1996.

6. As a result of the investigation, the Board determined that reasonable grounds exist to believe the Licensee has been guilty of unprofessional conduct in violation of K.S.A. 74-5324(d) as defined by K.A.R. 102-1-10(b)(11), failing to provide a client with a description of what the client may expect in the way of fees.

HOWEVER, Licensee and the Board mutually desire to enter into the Consent Agreement and Order in lieu of adjudicative proceedings

to resolve the report of alleged violations.

WHEREFORE Licensee waives all rights to an adjudication of the facts and law which would be determined pursuant to a hearing conducted in accordance with the Kansas administrative procedure act in relation to case No. 685.

WHEREFORE Licensee waives the right to file a motion for reconsideration and all rights of appeal pursuant to the Kansas act for judicial review in relation to Case No. 685.

WHEREFORE Licensee consents to continuation of his licensed practice of psychology for 6 months on the following conditions:

(1) Within 6 months of the date indicated in the below Certificate of Service, Licensee will research, write and submit a 15 page professional paper on the subject of informed consent, including a special focus on forensic practice. The paper shall be double spaced, in APA format, and contain at least 10 professional references that are integrated within the context of the paper.

(2) Licensee shall be responsible for any costs incurred in satisfying the terms of the Consent Agreement and Order.

(3) Notification of the Consent Agreement and Order shall be provided to another jurisdiction's licensing board if the Licensee is also licensed, registered or certified in another jurisdiction.

(4) Evidence of Licensee's willful failure to comply with any of the conditions will result in a hearing, with notice and opportunity to be heard, to determine whether Licensee has in fact willfully failed to comply with any conditions. Upon determination at such hearing that Licensee has willfully breached, violated or

failed to comply with any condition, Licensee understands and agrees that the license shall be suspended for 6 months.

(5) Licensee acknowledges an affirmative duty to notify the Board within five (5) days of any changes in personal or professional status which would inhibit compliance with conditions. In such event, a designee of the board is authorized to modify or amend this Consent Agreement and Order in writing.

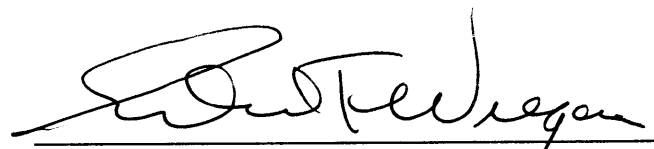
(6) This Consent Agreement and Order constitutes the entire agreement between the Licensee and may be modified or amended only by written agreement signed by the parties.

WHEREFORE Licensee consents to the submission of this Consent Agreement and Order to the Kansas Behavioral Sciences Regulatory Board, and understands that upon approval of the Board, this Consent Agreement and Order becomes a final order of the Board.

WHEREFORE the Board agrees that so long as licensee complies with the above conditions that the Board will not initiate further disciplinary action against Licensee in relation to violation of K.S.A. 74-5324(d) as defined by K.A.R. 102-1-10(b)(11).

WHEREFORE the provisions above are consented to and are hereby made the final order of the Kansas Behavioral Sciences Regulatory Board which become effective on the date indicated in the below Certificate of Service.

IT IS SO ORDERED.



Ed Wieggers, Chairman
Behavioral Sciences Regulatory Board

APPROVED AND CONSENTED TO:

Steven L. Briggs, Ph.D.
Steven L. Briggs, Ph.D.

4/10/97
(date)

CERTIFICATE OF SERVICE

This is to certify that on the 21st day of April, 1997 a true and correct copy of the above and foregoing Consent Agreement and Order was deposited in the U.S. mail, first class postage prepaid, addressed to:

Laura K Berry
For the Behavioral Sciences
Regulatory Board

James T. Wigglesworth, Attorney At Law
10990 Quivira Rd - Ste 220
Overland Park, KS 66210

Stephen L. Briggs, Ph.D.
