

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF CHIROPRACTIC EXAMINERS
BOARD COMPLAINT NO. 2021KBCE00017**

KENTUCKY BOARD OF CHIROPRACTIC EXAMINERS,

PETITIONER

V.

STEPHEN BOYD, D.C.

RESPONDENT

AGREED ORDER

This cause having come before the Kentucky Board of Chiropractic Examiners ("Board") based upon information received by the Board that the Respondent, Stephen Boyd, D.C., has been indicted on criminal charges in Ohio. The Board issued an order of Emergency Suspension, and the Respondent appealed. The Respondent and the Board do hereby agree to resolve this matter under the following terms:

1. Respondent has been indicted on twenty-eight (28) counts of sexual misconduct set forth in two (2) indictments from the Butler County Court of Common Pleas, in Hamilton, Ohio, CR 2020-12-1538 and CR 2021-04-0455. The charges include: fourteen (14) counts of gross sexual imposition, seven (7) counts of sexual battery, four (4) counts of rape, two (2) counts of attempted sexual battery, and one (1) count of attempted rape. It is alleged that this criminal activity took place for decades and involved nine (9) patients who were juveniles and young adults examined in the Respondent's chiropractic office. Copies of the indictments are attached and incorporated by reference.

2. The Board is authorized under KRS 312.150 to take disciplinary action against licensees. Sufficient evidence exists in this matter for the Board to take disciplinary action under KRS 312.150.

3. 201 KAR 21:054 provides that the Board chair may issue an emergency order to suspend or limit a license upon finding that an emergency order is in the public interest, and there is substantial evidence of immediate danger to the health, welfare or safety of a patient or the general public. Sufficient evidence exists in this matter for the Board to take emergency action under 201 KAR 21:054.

4. On May 20, 2021, the Board issued an order of Emergency Suspension pursuant to 201 KAR 21:054.

5. Respondent timely appealed the entry of the May 20, 2021 Emergency Suspension, and has waived his right to conduct a hearing within ten (10) working days of the Emergency Suspension under KRS 13B.125(3).

6. Respondent has at all times relevant to these proceedings had the opportunity to seek advice from competent legal counsel of his choice. Respondent has not been coerced in any respect to enter into this Agreement, nor have any promises been made other than those reflected in this Agreement.

7. Respondent freely and voluntarily enters into this Agreement for the purposes of resolution of the issues presented herein, and has executed this Agreement only after a careful reading and understanding of all of its terms.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

8. Prior to suspension, Respondent had an inactive license, number 249924, with the Commonwealth of Kentucky and has had since January 28, 2019.

9. Upon execution of this Agreement, the Board agrees to lift the May 20, 2021 Emergency Suspension and restore the Respondent's license to inactive status during the pendency of the criminal matters set forth in paragraph one (1) above, and until the resolution of Complaint 2021KBCE00017.

10. During the pendency of the criminal matters set forth in paragraph one (1) above, and until the resolution of Complaint 2021KBCE00017, Respondent agrees to not seek any licensure in the Commonwealth of Kentucky, other than "Inactive."

11. Respondent also agrees that during the pendency of the criminal matters set forth in paragraph one (1) above, and until the resolution of Complaint 2021KBCE00017, he shall not practice chiropractic, own or operate a chiropractic office, nor have any contact with patients, in the Commonwealth of Kentucky. If Respondent currently owns such a practice, he shall immediately divest himself of any such practice.

12. Respondent also agrees to maintain his Inactive License during the pendency of the criminal matters set forth in paragraph one (1) above, and until the resolution of Complaint 2021KBCE00017, and shall pay the required annual inactive license renewal fee pursuant to 201 KAR 21:041 Section 3(2)b.

13. Respondent recognizes that if this matter were to proceed to an Administrative Hearing, there may exist sufficient evidence to sustain a disciplinary action against Respondent with regard to Board Complaint No. 2021KBCE00017.

14. Respondent nevertheless desires to await the outcome of the above-referenced criminal matters before scheduling an Administrative Hearing, and in doing so he does not admit to, and expressly denies any wrongdoing or liability.

15. The Parties agree that Board Complaint No. 2021KBCE00017 shall not be heard until the criminal matters CR 2020-12-1538 and CR 2021-04-0455 have been fully adjudicated, including any appeals.

16. In the event Respondent's license remains on inactive status for more than four (4) years, and Respondent thereafter seeks to restore his license to active status, he shall meet all regulatory and statutory licensing requirements for a new license at the time of his request to restore his license, in accordance with 201 KAR 21:041 Section 4(2).

17. Respondent agrees that if he violates any term of this Agreement, it shall constitute grounds for revocation of his license following an Administrative Hearing in accordance with KRS Chapter 13B, and the Board may reinstate its Emergency Suspension of Respondent's license.

18. Each of the Parties represents and warrants to the other that they have the requisite power and authority to enter into this Agreement and to effectuate the purposes herein, and that this Agreement shall be legally binding and enforceable against each Party in accordance with the respective terms hereof.

19. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky. Any disputes arising under this Agreement shall be resolved in the Circuit Court of Franklin County, Kentucky; the Parties consent and agree to the *in personam* jurisdiction of such Court.

20. This Agreement may not be modified except by a written agreement executed by all Parties.

RELEASE OF LIABILITY

21. In consideration of execution of this Agreement, the Respondent, together with any of his executors, administrators, agents, successors and assigns, do hereby release and forever discharge the Complainants, Commonwealth of Kentucky, the Board of Chiropractic Examiners, the Department of Professional Licensing, and each of their members, agents, and employees in both their individual and representative capacities, of and from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, which Respondent ever had, now has, may have or claim to have against any or all of the entities or persons named in this paragraph arising out of or by reason of this investigation, this settlement, or its administration.

ACCEPTANCE BY THE BOARD

22. Respondent acknowledges that this Agreement, after his execution of same, shall be presented to the Board with a recommendation for approval from the Board's Counsel and Case Manager at the next regularly scheduled meeting of the Board following receipt of the executed agreement. The Agreement shall not become effective until it has been approved by the Board and endorsed by the Chair of the Board. Respondent

understands the Board is under no obligation to accept or reject this Agreement, and hereby waives any right he may have had to challenge, based upon the presentation of this Agreement to the Board, the impartiality of the Board to hear an administrative action if this Agreement is rejected. If this Agreement is rejected by the Board, it shall be regarded as null and void, and of no effect. No statement or term contained in this Agreement will be regarded as evidence in any subsequent disciplinary hearing, nor shall any inference be taken from Respondent's willingness to enter into this Agreement.

OPEN RECORDS

23. Respondent acknowledges this Agreed Order is subject to disclosure under the Kentucky Open Records Act, may be reportable under Federal law, and may be shared with any professional organization or licensing board as the Board deems appropriate, in its discretion.

COMPLETE AGREEMENT

24. This Agreed Order embodies the entire agreement between the Board and Respondent. It may not be altered, amended, or modified without the express written agreement of both parties. The effective date of this Agreed Order shall be the date of its acceptance by the Board, as signified by the signature of the Board Chair.

IT IS HEREBY ORDERED THAT:

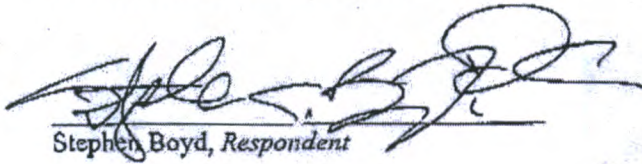
1. The May 20, 2021 Emergency Suspension is lifted and the chiropractic license of Stephen Boyd is restored to inactive status pending full resolution of the criminal matters, CR 2020-12-1538 and CR 2021-04-0455, in the Butler County Court of Common Pleas, Hamilton, Ohio, including any appeals and until the resolution of Complaint 2021KBCE00017;
2. Respondent shall be granted an extension of time until September 1, 2021 to respond to Board Complaint No. 2021KBCE00017; and
3. The Parties agree that the Respondent may request a hearing to contest Board Complaint No. 2021KBCE00017 following the resolution of the above-referenced criminal matters.



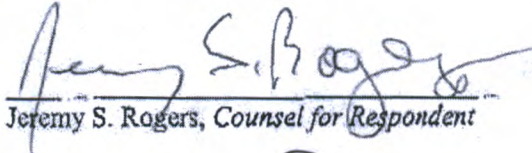
Dr. Jeff Smith, DC, Board President

7/12/21
Date

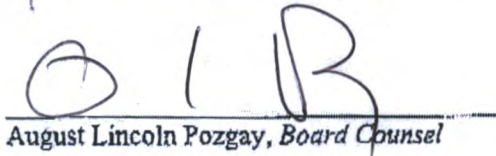
HAVE SEEN AND AGREED:


Stephen Boyd, Respondent

7/6/2021
Date


Jeremy S. Rogers, Counsel for Respondent

7/6/2021
Date


August Lincoln Pozgay, Board Counsel

7/12/2021
Date