

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF CHIROPRACTIC EXAMINERS
BOARD COMPLAINT NO. 14-027
ADMINISTRATIVE ACTION NO. 18-KBCE-0023

KENTUCKY BOARD OF
CHIROPRACTIC EXAMINERS

COMPLAINANT

V.

JAMES AARON COURSEY, D.C. (#5109)

RESPONDENT

AGREED ORDER

This cause having come before the Kentucky Board of Chiropractic Examiners (“Board”), and the underlying criminal matter having concluded so that the Board may proceed with this matter, the parties do hereby agree as follows:

1. Respondent is a licensed chiropractor in the Commonwealth of Kentucky, license number 5109.
2. The Board has jurisdiction over this matter pursuant to KRS Chapter 312 and the regulations promulgated thereunder.
3. On September 2, 2014, Respondent was charged in Boyd County, Kentucky, with one count of tampering with physical evidence in violation of KRS 524.100. Respondent was subsequently charged on September 5, 2014, with ten counts of Possession/Viewing of matter portraying sexual performance by a minor, in violation of KRS 531.335.
4. As a result of these charges, the Board entered a temporary suspension of Respondent’s license to practice chiropractic. Thereafter, by way of an Agreed Order, Respondent was allowed to resume the practice of chiropractic under certain limitations, and has continued such practice since that time.

5. On September 22, 2017, Respondent plead guilty to one count of Possession/Viewing of matter portraying sexual performance by a minor, in violation of KRS 531.335.

6. Respondent agrees that sufficient evidence exists for the Board to take disciplinary action against him pursuant to KRS 312.150.

7. 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.

8. 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 hereby agree as follows:

9. Respondent recognizes that if this matter was to go to an Administrative Hearing, there may exist sufficient evidence to sustain a disciplinary action against him. Respondent nevertheless desires to settle this matter in an expeditious manner without resorting to an administrative hearing, and in doing so he does not admit to, and expressly denies any wrongdoing or liability beyond that admitted to in the above-referenced criminal proceedings.

10. Respondent agrees to:

- a. His chiropractic license shall be suspended indefinitely, but placed under probation by which Respondent agrees that any further violation of KRS 312.150 may result in revocation of his license, at the sole discretion of the Board; and
- b. The conditions of Respondent's probation shall include:
 - i. That he may treat patients under the age of twenty-one (21), but at all times such treatment shall be conducted in an open space in his office, or at minimum in a room with the door left fully open;
 - ii. At any time he treats a patient under the age of twenty-one (21), at least one adult witness shall be present in the same space or room during the entire period of treatment;
 - iii. Compliance with these provisions shall be documented in the patient's chart;
 - iv. The Board shall retain the right to enter and inspect Respondent's office, without prior notice, to both verify compliance with this order and review records and charts related to same; and
 - v. Respondent shall immediately notify the Board should he be the subject of any further complaints or charges of sexual harassment, sexual abuse, or any similar complaint made against him.

11. The Board agrees to:

- a. Dismiss its complaint based upon the criminal charges and plea of guilty, without any disciplinary finding; and

b. Not seek any additional disciplinary action against the Respondent based on the factual allegations set forth in this Agreed Order.

12. 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.

13. 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.

14. This Agreement may not be modified except by a written agreement executed by all parties.

RELEASE OF LIABILITY

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 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

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

Respondent acknowledges this Settlement Agreement 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

This Settlement Agreement, Release, and Final 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 Settlement Agreement, Release, and Final Order shall be the date of its acceptance by the Board, as signified by the signature of the Board Chair.

FINAL ORDER

Pursuant to KRS 13B.110(5), after having reviewed the administrative record, the Board makes the following findings:

A. The Board adopts and incorporates by reference the statements made hereinabove as Findings of Fact for purposes of this Final Order:

B. IT IS HEREBY ORDERED THAT:

1. Respondent shall have his license suspended indefinitely but probated pursuant to the conditions set forth hereinabove

2. The Board shall not seek any additional disciplinary action against the Respondent based on the factual allegations set forth in this Agreed Order, absent any non-compliance with this agreement.

C. THIS IS A FINAL AND APPEALABLE ORDER. Pursuant to KRS 13B140(1), a Party may institute an appeal of this Final Order by filing a Petition in the appropriate court within thirty (30) days after the Final Order is mailed or delivered by personal service.

SO ORDERED this the 7 day of May, 2020.

[Signature]
CHAIR

[Signature]
RESPONDENT

DATE: 5/7/2020

CERTIFICATE OF SERVICE

This is to certify that a true copy of the foregoing has been duly served by mail and by e-mail to the following:

James E. Dickinson
Hearing Officer
Administrative Hearings Branch
Office of the Attorney General
1024 Capital Center Dr., Suite 200
Frankfort, KY 40601-8204

Jason Apollo Hart
Apollo Law, LLC
101 St. Clair Street, 1st Floor
Frankfort, KY 40601

This the 7 day of May, 2020.

Jasha Stewart, admin.
Counsel for Kentucky Board of Chiropractic Examiners