

# FILED

DEC 05 1990

**BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS**  
**KANSAS STATE BOARD OF  
HEALING ARTS**

IN THE MATTER )  
 )  
 OF )  
 )  
 GARY K. FORSHEE, D.C. )  
 Kansas License No. 3208 )  
 \_\_\_\_\_ )

Case No: 91-00105

**ENFORCEMENT ORDER**

NOW, on this 5 day of December, 1990, this matter comes on for consideration before the Kansas State Board of Healing Arts (hereinafter referred to as "Board") and Gary K. Forshee, D.C., (hereinafter referred to as "Licensee") as a result of a Stipulation and Agreement having been entered into between the Board and the above-named Licensee on November 28, 1990.

After reviewing the files and being otherwise duly advised in the premises, the Board finds as follows:

1. That the Board and Licensee have entered into a Stipulation and Agreement, a true copy of which is attached hereto as "Exhibit A" and incorporated herein as if fully set forth.
2. That the attached Stipulation and Agreement should be approved and all conditions, terms and provisions set forth in the Stipulation and Agreement shall be adopted as Findings of Fact and Conclusions of Law and the order of the Board.

**IT IS THEREFORE BY THE BOARD ORDERED AS FOLLOWS:**

1. That the findings hereinabove made be and the same are

**RECEIVED**

**BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS**

NOV 19 1990

IN THE MATTER OF )  
 )  
GARY K. FORSHEE, D.C. )  
Kansas License No. 3208 )

KANSAS STATE BOARD OF  
HEALING ARTS  
Case No. 91-00105

**STIPULATION AND AGREEMENT**

COMES NOW, the Kansas State Board of Healing Arts (hereinafter referred to as "Board") by and through Steve A. Schwarm, Litigation Counsel and Gary K. Forshee, D.C. (hereinafter referred to as "Licensee") and stipulate and agree as follows:

1. The Board is the sole and exclusive regulatory agency in the State of Kansas regarding the practice of the healing arts, specifically the practice of Chiropractic.

2. Licensee is currently licensed in the State of Kansas authorized to engage in the practice of Chiropractic, having been issued license number 3208.

3. On September 25, 1990, information was provided to the Litigation Counsel of the Board which indicated that Licensee had failed to maintain statutory professional liability insurance as required by Kansas Law, specifically, K.S.A. 1989 Supp. 40-3402 as set forth in the Kansas Healing Arts Act, K.S.A. 65-2809(c). Information included on or about the 2nd day of May, 1990 through the 3rd day of August, 1990, while engaged in a licensed profession in the State of Kansas as a Doctor of Chiropractic, pursuant to K.S.A. 65-2801 et seq. and while employed as a Doctor of Chiropractic and being so self-employed in Leavenworth County,

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**KANSAS STATE BOARD OF  
HEALING ARTS**

Kansas, failed to maintain statutory professional liability insurance as required by Kansas Law, specifically, K.S.A. 1989 Supp. 40-3402 and as set forth in the Kansas Healing Arts Act, K.S.A. 65-2809(c).

On the 30th day of July, 1990, while engaged in a licensed profession in the State of Kansas as a Doctor of Chiropractic, pursuant to K.S.A. 65-2801 et seq. and while in Leavenworth County, Kansas, Licensee submitted Kansas License Renewal for Chiropractic for Registration for the Period July 1, 1990 to June 30, 1991. Said application form is over signature of Licensee with date of July 30, 1990. Licensee indicated compliance with paragraph #14, proof of malpractice insurance coverage, and listed policy # KSP-0253 Kansas Health Care Provider Insurance Plan. Licensee attached to said Kansas License Renewal for Chiropractic a premium statement from Kansas Medical Mutual Insurance Company on behalf of Kansas Health Care Provider Insurance Availability Plan showing date of July 30, 1990. Policy period set forth on the premium statement is July 30, 1990 to July 30, 1991. Licensee's attachment to his Kansas License Renewal application was not a certificate of insurance, but premium statement as addressed above. Documentation received from the Kansas Department of Insurance indicates the Kansas Health Care Stabilization Fund Notice of Basic Coverage completed over signature of Gary K. Forshee, D.C. and signed August 3, 1990 by Licensee is the controlling form for dates of insurance coverage. Kansas Medical Mutual Insurance Company lists

controlling date of coverage as August 2, 1990 with expiration date of August 2, 1991.

On the 15th day of June, 1990, while engaged in the licensed profession in the State of Kansas as a Doctor of Chiropractic, pursuant to K.S.A. 65-2801 et seq. and while practicing as a Doctor of Chiropractic in Leavenworth County, Kansas, Licensee did appear before the Kansas State Board of Healing Arts in Topeka, Shawnee County, Kansas. Licensee, under questioning from the Board, made a specific and expressed representation that on June 15, 1990, Licensee was in compliance with Kansas Law as it relates to coverage for professional malpractice liability insurance and with the Health Care Stabilization Fund as administered by the Kansas Department of Insurance. Licensee's professional malpractice liability insurance had in fact expired May 2, 1990 and insurance was not reissued until August 2, 1990.

On or about the 24th day of March, 1989 through the 1st day of May, 1989, while engaged in the licensed profession in the State of Kansas as a Doctor of Chiropractic, pursuant to K.S.A. 65-2001, in Leavenworth County, Kansas, Licensee did fail to maintain professional liability insurance as required by K.S.A. 1988 Supp. 40-3402 and further failed to pay the annual premium surcharge for said period of time as required by K.S.A. 1988 Supp. 40-3404.

4. Based on the above information, the Board has determined there is probable cause to believe that Licensee has engaged in the

practice of Chiropractic in the State of Kansas while failing to maintain statutory professional liability insurance, has committed fraud or misrepresentation in applying for or securing original for renewal of license and provided false information to the Board on June 15, 1989.

5. Under the provisions of K.S.A. 1989 Supp. 65-2836(aa), 65-2836(bb), 65-2836(a), 65-2836(b) and 65-2837(b)(12) the Board has jurisdiction to impose appropriate discipline for violations of the Healing Arts Act as set forth in K.S.A. 1989 Supp. 65-2836 and K.S.A. 1989 Supp. 65-2837. Under the provisions of K.S.A. 1989 Supp. 65-2838(b) the Board has the authority to enter into this Stipulation and Agreement.

6. It is the intent and purpose of this Stipulation and Agreement to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. The terms and conditions of this Stipulation and Agreement are entered into between the undersigned parties and is submitted for the purpose of allowing these terms and conditions to become an order of the Board. This Stipulation and Agreement shall not be binding on the Kansas Board of Healing Arts until an authorized signature is affixed on the last page of this document.

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

A) The Board is a duly authorized administrative agency of the State of Kansas with the appropriate statutory authority to

regulate the practice of the healing arts to include the practice of Chiropractic in the State of Kansas.

B) Licensee admits that this Stipulation and Agreement and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider the Stipulation and Agreement and is lawfully constituted to consider this matter to include consideration of this Stipulation and Agreement. Licensee further notes that the Kansas Healing Arts Act as set forth in the Statute and as recited in the Stipulation and Agreement is constitutional on its face and as applied in this case. Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provisions of law. Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance of this Stipulation and Agreement as it relates to the Kansas Healing Arts Act and the revocation and stay provisions associated with the revocation and administrative fine associated with Licensee's license to engage in the practice of Chiropractic in the State of Kansas.

C) Licensee's license to engage in the practice of Chiropractic in the State of Kansas is hereby revoked for a period of twelve (12) months. Such revocation is hereby stayed upon Licensee meeting the following conditions:

- a) Licensee is hereby given an administrative fine in the sum of two thousand five hundred dollars (\$2,500) payable

to the Kansas Board of Healing Arts within thirty (30) days of execution of this Stipulation and Agreement. Payment of the \$2,500 administrative fine shall be in a form acceptable to the Board.

b) Licensee is hereby placed under a quarterly reporting system indefinitely in which Licensee shall submit sworn and verified quarterly reports to indicate compliance with malpractice liability insurance provisions of the Kansas Law, specifically, K.S.A. 1989 Supp. 40-3402 and amendments thereto as set forth in the Kansas Healing Arts Act, K.S.A. 65-2809(c) and amendments thereto. The quarterly reports filed by Licensee shall indicate that he has maintained professional liability insurance for the previous ninety (90) days or quarterly period and has in place professional liability insurance for the upcoming 90-day or quarterly period. Such quarterly reports shall be due on the 10th calendar day of the month immediately following the previous quarterly period. Such reports shall include identification of the issuing third party insurance payee insurance company and identification of policy number.

c) All correspondence or communication between Licensee and the Board, to include the quarterly sworn reports, shall be by certified mail addressed to the Kansas State Board of Healing Arts, 235 S. Topeka Boulevard, Topeka,

Kansas 66603.

Failure of Licensee to maintain statutory professional liability insurance, failure to submit any of the aforementioned reports, or failure to make timely payment on the administrative file shall be considered a breach of the Stipulation and Agreement and Enforcement Order. Any breach of the Stipulation and Agreement and Enforcement Order shall result in the Board issuing a summary revocation of Licensee's license to engage in the practice of Chiropractic in the State of Kansas.

D) Nothing in this agreement shall be construed to deny the Board jurisdiction to investigate the alleged violations of the Healing Arts Act or to investigate complaints received under Risk Management Law, K.S.A. 65-4921 et seq. that are unknown and are not covered under the conditions of this Stipulation and Agreement or subsequent acts which are unknown to the Board.

E) This Stipulation and Agreement 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.

F) Licensee acknowledges that Licensee has read this Stipulation and Agreement and fully understands the contents.

G) Licensee hereby releases the Kansas State Board of Healing Arts, its employees and agents, from all claims to mean those damages, actions, liabilities and causes of actions, both administrative and civil. This release shall discharge the Board



of any/all claims or demands of every kind and nature that Licensee has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and 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 and Agreement or the content of this Stipulation and Agreement.

H) Licensee acknowledges that this Stipulation and Agreement has been entered into freely and voluntarily given.

8. Licensee acknowledges he has read or has had read to him all the numbered paragraphs above, 1 through 7 and has received a copy of this Stipulation and Agreement.

IN WITNESS WHEREOF the parties have executed this agreement on this 28<sup>th</sup> day of November, 1990.

KANSAS STATE BOARD OF HEALING ARTS

Franklin Bichlmeier M.D.

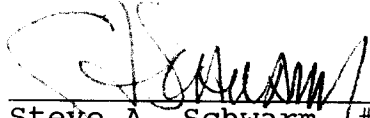
FRANKLIN BICHLMEIER, M.D.  
Board President

November 28, 1990  
Date

Gary K. Forshee D.C.  
GARY K. FORSHEE, D.C.  
Licensee

11/25/90  
Date

Prepared and Approved by:

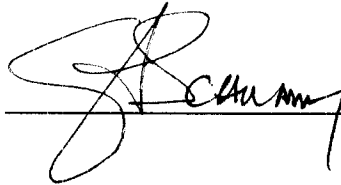


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Steve A. Schwarm, #13232  
Litigation Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603  
(913) 296-7413

**CERTIFICATE OF SERVICE**

I, Steve A. Schwarm, Litigation Counsel, Kansas State Board of Healing Arts, hereby certify that I served the attached **STIPULATION AND AGREEMENT** to Gary K. Forshee, D.C., Rural Route 2, Box 237-G, Bonner Springs, Kansas 66012 on this 5<sup>th</sup> day of December, 1990 by certified mail (P 915 386 551).



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15500 STATE AVENUE  
P.O. BOX 46  
BASEHOR, KANSAS 66007  
TELEPHONE (913) 724-1100

GARY K. FORSHEE, D.C.

Neuro-Musculo-Skeletal Disorders

April 7, 1992

RECEIVED  
APR 08 1992

Mr. Steve Schwarm  
General Counsel  
Kansas State Board of Healing Arts  
235 S Topeka Blvd  
Topeka, Kansas 66603

**Re: Stipulation and Agreement, case number 91-00105**

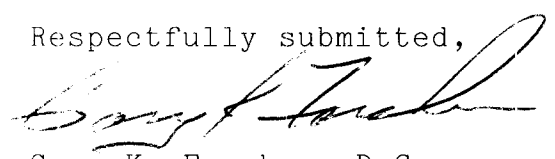
Dear Mr. Schwarm:

Thank you for your letter of March 12, 1992. Upon leaving the hearing room after the stipulation and agreement in this matter was resolved I recall asking on which dates did you wish quarterly reports filed. I was told I would be advised as to the reporting dates. Until now I have not been contacted.

Please find enclosed the information you requested concerning all quarters from November 1990 to present. I sincerely hope this is the information you need and serves to resolve previous and/or any future reporting obligations with the board.

Please advise.

Respectfully submitted,



Gary K. Forshee, D.C.  
GKF/skc

# State of Kansas

235 W. TOPEKA BLVD  
TOPEKA, KS 66603



913 296 7413  
FAX 913 296-0852

## Board of Healing Arts

March 12, 1992

Gary K. Forshee, D.C.  
R.R. #2, Box #237-G  
Bonner Springs, Kansas 66012

**Re: Stipulation and Agreement, In The Matter of Gary K. Forshee,  
D.C., case number 91-00105.**

Dear Dr. Forshee:

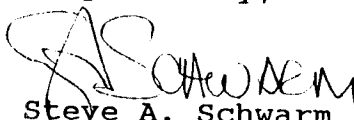
The Stipulation and Agreement signed by you on November 15, 1990 and subsequently made an order of the Board by December 5, 1990 Enforcement Order indicated on page 6 of the Stipulation that, "Licensee is hereby placed under a quarterly reporting system indefinitely in which Licensee shall submit sworn and verified quarterly reports to indicate compliance with malpractice liability insurance provisions of Kansas law..." Furthermore, it states starting on page 6 that all correspondence or communication between Licensee and the Board to include the quarterly reports will be done by certified mail.

Based on a review of all Board records it has been determined that you have not complied with the filing of any quarterly reports, nor notified the Board of any reason that you could not comply with the Board order and Stipulation.

Please accept this letter as an invitation to correspond directly with me and offer an explanation for the non-compliance with the Board order. If the oversight on your part was due to an administrative error or excusable neglect, I would ask that you immediately start the filing of the quarterly report with the first quarterly period ending March 31, 1992, with the first report due in the Board office on April 10, 1992.

Should you desire any additional information or clarification, please feel free to contact me.

Respectfully,

  
Steve A. Schwarm  
General Counsel

SAS:pk

#### MEMBERS OF BOARD

JOHN C. WHITE, D.O., PRESIDENT  
PETERBURG  
REX WRIGHT, D.C., VICE PRESIDENT  
TOPEKA

FRANKLIN G. B. CHLMEIER, M.D., OVERLAND PARK  
DONALD B. BLETZ, M.D., OVERLAND PARK  
JIMMY V. BULLER, D.O., PARSONS  
HOWARD ELLIS, M.D., LEAWOOD  
EDWARD J. FITZGERALD, M.D., WICHITA  
HAROLD GULDNER, SYRACUSE  
MARK HATESOHL, D.C., MANHATTAN

GRACIELA MARION, EUDORA  
JOHN PETERSEN, OVERLAND PARK  
RICHARD UHLIG, D.O., HERINGTON  
IRWIN WAXMAN, D.P.M., PRAIRIE VILLAGE  
KENNETH D. WEDEL, M.D., MINNEAPOLIS  
RON ZOELLER, D.C., TOPEKA



# WILLIAMS INSURANCE AGENCY

*All Lines of Insurance*

15516 STATE AVENUE • BASEHOR, KANSAS 66007 • 724-1700 or ~~727-2222~~

March 20, 1992

Steve A. Schwarm  
General Counsel  
Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603

Re: Stipulation and Agreement, In The Matter of Gary K. Forshee,  
D.C., case number 91-00105.

Dear Mr. Schwarm:

Please be advised that we have had Gary K. Forshee, D.C.  
insured for Physicians Liability Insurance with KaMMCO  
continuously from 11-30-90 to present time.

Please see attached copy of 11-30-90 to 11-30-91 Policy  
and 11-30-91 to 11-30-92 Policy.

If additional information is needed, please advise.

Kind regards,

Virginia Williams

VW:wrk



**KaMMCO**  
**KANSAS MEDICAL MUTUAL**  
**INSURANCE COMPANY**

TOPEKA, KANSAS

ON BEHALF OF

KANSAS HEALTH CARE PROVIDER INSURANCE AVAILABILITY PLAN

**PROFESSIONAL LIABILITY INSURANCE CLAIMS MADE POLICY**

**DECLARATIONS**

**Item 1. Named Insured and Address**

FORSHEE, D.C., GARY K.

**POLICY NO. KSP N° 0510**  
 (No., Street, Town, County, State, Zip Code)

RT 2, BOX 137G,  
 BONNER SPRINGS, , KANSAS 66012

**Item 2. Policy Period: From:** 11/30/90 **To:** 11/30/91

12:01 A.M. standard time at the address of the named insured as stated herein,

**Item 3. Retroactive Date:** 07/01/76

SCHEDULE			
COVERAGE	INCLUDED	LIMITS OF LIABILITY	
A. Individual Professional Liability	<input checked="" type="checkbox"/>	\$200,000.00 \$600,000.00	Each Claim Annual Aggregate
B. Partnership, Corporation or Professional Assoc. Professional Liability	<input type="checkbox"/>	\$200,000.00 \$600,000.00	Each Claim Annual Aggregate
Medical Specialty		Classification Code	Advance Premium
CHIROPRACTOR		70301	1,214.00
<b>Item 4. Endorsements:</b> 114(Ed 07/90)			
Minimum Premium: \$		Total Advance Premium	\$ 1,214.00
<b>Item 5. Health Care Stabilization Fund Surcharge</b>			\$ 1,214.00

This policy shall not be valid unless countersigned by a duly Authorized Representative of this Company

12/28/90

Countersigned at Topeka, Kansas \_\_\_\_\_

Dated

  
 KURT SCOTT

Authorized Agent

# KaMMCO

## KANSAS MEDICAL MUTUAL INSURANCE COMPANY

TOPEKA, KANSAS

ON BEHALF OF

KANSAS HEALTH CARE PROVIDER INSURANCE AVAILABILITY PLAN

### PROFESSIONAL LIABILITY INSURANCE CLAIMS MADE POLICY

**DECLARATIONS**

**POLICY NO. KSP N<sup>o</sup> 1081**  
(No., Street, Town, County, State, Zip Code)

**Item 1. Named Insured and Address**

FORSHEE, D.C., GARY K.

RT 2, BOX 1376,  
BONNER SPRINGS, , KANSAS 66012

**Item 2. Policy Period: From:**

11/30/91

**To:**

11/30/92

12:01 A.M. standard time at the address of the named insured as stated herein,

**Item 3. Retroactive Date:**

07/01/76

SCHEDULE		
COVERAGE	INCLUDED	LIMITS OF LIABILITY
A. Individual Professional Liability	<input checked="" type="checkbox"/>	\$200,000.00 Each Claim \$600,000.00 Annual Aggregate
B. Partnership, Corporation or Professional Assoc. Professional Liability	<input type="checkbox"/>	\$200,000.00 Each Claim \$600,000.00 Annual Aggregate
Medical Specialty		Classification Code      Advance Premium
CHIROPRACTOR		80410      1,218.00
<b>Item 4. Endorsements:</b> 114 (Ed 07/90), 114-1 (Ed 09/91)		
Minimum Premium: \$		Total Advance Premium      \$ 1,218.00
<b>Item 5. Health Care Stabilization Fund Surcharge</b>		\$ 913.00

This policy shall not be valid unless countersigned by a duly Authorized Representative of this Company

Countersigned at Topeka, Kansas \_\_\_\_\_

12/20/91

Dated

*Karolyn Scanlon*  
Karolyn Scanlon

Authorized Agent

made the order of the Board.

2. That Licensee acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provisions of law. Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance of this Stipulation and Agreement as it relates to the Kansas Healing Arts Act and the revocation and stay provisions associated with the revocation and administrative fine associated with Licensee's license to engage in the practice of Chiropractic in the State of Kansas.

3. That Licensee's license to engage in the practice of Chiropractic in the State of Kansas is hereby revoked for a period of twelve (12) months. Such revocation is hereby stayed upon Licensee given an administrative fine in the sum of two thousand five hundred dollars (\$2,500) payable to the Kansas Board of Healing Arts within thirty (30) days of execution of this Stipulation and Agreement. Payment of the \$2,500 administrative fine shall be in a form acceptable to the Board. Licensee is hereby placed under a quarterly reporting system indefinitely in which Licensee shall submit sworn and verified quarterly reports to indicate compliance with malpractice liability insurance provisions of the Kansas Law and all correspondence or communication between Licensee and the Board, including the sworn quarterly reports, shall be by certified mail addressed to the

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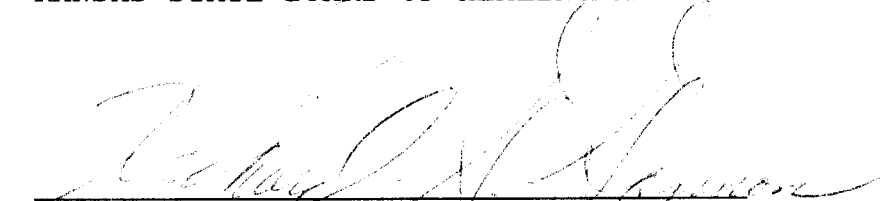
**STIPULATION AND AGREEMENT**  
**Gary K. Forshee, D.C.**



Kansas State Board of Healing Arts.

**IT IS SO ORDERED.**

KANSAS STATE BOARD OF HEALING ARTS

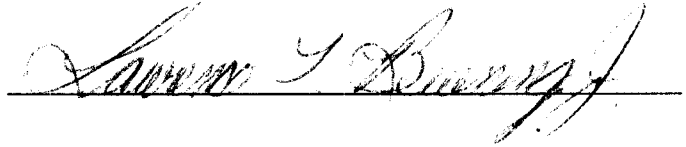
  
\_\_\_\_\_  
RICHARD G. GANNON, Executive Director

  
\_\_\_\_\_  
Date

Prepared by:  
STEVE A. SCHWARM  
Litigation Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603  
(913) 296-7413

**CERTIFICATE OF SERVICE**

I, Lawrence T. Buening, Jr., General Counsel, Kansas State Board of Healing Arts, hereby certify that I served the attached **ENFORCEMENT ORDER** to Gary K. Forshee, D.C., Rural Route 2, Box 237-G, Bonner Springs, Kansas 66012 on this 5<sup>th</sup> day of March, 1990 by certified mail (P 915 386 551).

  
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