

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILED

OCT 16 1999

In the Matter of)
Gregory P. Gehlhoff, D.C.)
Kansas License Number 1-03886)
_____)

No. 00-HA-006 KANSAS STATE BOARD OF
HEALING ARTS

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COME NOW, the Kansas State Board of Healing Arts ("Board"), by and through Stacy L. Cook, Litigation Counsel ("Petitioner"), and Gregory P. Gehlhoff, D.C. ("Licensee"), by and through legal counsel Bryan W. Smith, and stipulate and agree to the following:

1. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of the healing arts, specifically the practice of chiropractic. K.S.A. 65-2801 *et seq.*; K.S.A. 65-2869.
2. Licensee admits that this Stipulation and Agreement and Enforcement Order ("Stipulation") and the filing of such document are in accordance with applicable law and that the Board has jurisdiction to consider the Stipulation.
3. Licensee agrees that the Kansas Healing Arts Act is constitutional on its face and as applied in this case.
4. Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.
5. Licensee is or has been entitled to engage in the practice of chiropractic in the State of Kansas, having been issued license number 01-03886 on January 1, 1988. At all times relevant to the allegations set forth below, Licensee has held a current license

to engage in the practice of chiropractic in the State of Kansas, having last renewed his license on September 25, 1998.

6. The Board has received information, has investigated such information, and has reasonable cause to believe that Licensee has committed certain acts that violate the Healing Arts Act K.S.A. 65-2801 *et seq*; K.S.A. 65-2836. Specifically, the acts alleged are contained in the Petition to Revoke, Suspend, or Otherwise Limit License, filed on May 21, 1999.

7. Violation of the provisions set forth in the Petition to Revoke, Suspend or Otherwise Limit License constitutes grounds for disciplinary action by the Board. According to K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation without the necessity of proceeding to a formal hearing.

8. Licensee voluntarily and knowingly waives his right to a hearing. Licensee voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination of witnesses. Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

9. The terms and conditions of the Stipulation are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Stipulation shall not be binding on the Board until an authorized signature is affixed at the end of this document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this

Stipulation on behalf of the Board.

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

(a) In lieu of the conclusion of formal proceedings and/or the making of findings by the Board, Licensee, by signature affixed to this Stipulation, hereby voluntarily agrees to the following disciplinary measures and limitations placed on his license to engage in the practice of chiropractic in the State of Kansas:

- (i) Licensee agrees that he will not renew his license. Licensee agrees not to apply for reinstatement of his license until at least one year following the filing of the Stipulation.
- (ii) Licensee agrees that if his license is ever reinstated, this Stipulation remains in effect and he will not take x-rays for at least three (3) years from the date that his license is reinstated. If x-rays are needed for proper evaluation of patients, Licensee will refer those patients to other physicians licensed to practice the healing arts in the State of Kansas.
- (iii) Before Licensee can request termination of the limitations regarding x-rays, he must take 60 hours of courses on the subject of x-rays. Such courses must be approved by the Board or its designee. Licensee must also demonstrate his ability to properly take x-rays. Licensee must also take 15 hours of courses on record-keeping. Such courses must be approved by the Board or its designee.

- (iv) If after three years the Board allows Licensee to take x-rays, for at least the first year of taking x-rays, Licensee must have 20% of all x-rays reviewed monthly by a chiropractic radiologist. The reviewer must be approved by the Board or its designee. The reviewer must provide to the Board a monthly report indicating the number of x-rays reviewed and whether the x-rays are within the standard of care. The reviewer must select the x-rays to be reviewed. It is Licensee's responsibility to ensure that the reviewer provides monthly reports to the Board.
- (v) After this one year of review has been completed, Licensee may request that this limitation be removed.
- (vi) Licensee agrees to pay the costs in the matter in the amount of \$1,397.00. Such costs are due and payable to the Board within one (1) year after the filing of this Stipulation.

(b) This Order constitutes disciplinary action and limitations on Licensee's license to practice chiropractic in the State of Kansas.

(c) Licensee's failure to comply with the provisions of the Stipulation will result in the Board taking disciplinary action as the Board deems appropriate according to the Kansas Administrative Procedure Act.

(d) Nothing in this Stipulation shall be construed to deny the Board jurisdiction to investigate alleged violations of the Healing Arts Act, or to investigate complaints received under the Risk Management Law, K.S.A. 65-4921 *et seq.*, that are known or

unknown and are not covered under this Stipulation, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act.

(e) Licensee hereby releases the Board, its employees and agents, from any and all claims, including but not limited to, those damages, actions, liabilities and causes of action, both administrative and civil, including the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, 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 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 or the content of this Stipulation.

(f) Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record, and shall be reported to all reporting entities requiring disclosure of this Stipulation.

(g) This Stipulation, when signed by both parties, 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.

(h) Licensee agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement, even if Licensee is not present. Licensee further acknowledges that the Board may

conduct further inquiry as it deems necessary before the complete or partial acceptance or rejection of any offer of settlement.

(i) Licensee, by signature to this document, waives any objection to the participation of the Board members in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member in any future proceeding on the basis that the Board member has received investigative information from any source which otherwise may not be admissible or admitted as evidence.

(j) Licensee acknowledges that he has read this Stipulation and fully understands the contents.

(k) Licensee acknowledges that this Stipulation has been entered into freely and voluntarily.

(l) All correspondence or communication between Licensee and the Board relating to this Stipulation shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Stacy L. Cook, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

(m) Licensee shall obey all federal, state and local laws and rules governing the practice of chiropractic in the State of Kansas that may be in place at the time of execution of the Stipulation or may become effective subsequent to the execution of this document.

(n) Upon execution of this Stipulation by affixing a Board authorized signature below, the provisions of this Stipulation shall become an Order under K.S.A. 65-2838. This Stipulation shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further Order is required.


(o) Upon execution of this Stipulation by affixing a Board authorized signature

below, the Petition to Revoke, Suspend or Otherwise Limit License shall be dismissed.

IN WITNESS WHEREOF, the parties have executed this agreement on this

16th day of October, 1999.

KANSAS STATE BOARD OF HEALING ARTS




Lawrence T. Buening, Jr.

Executive Director

10/16/99

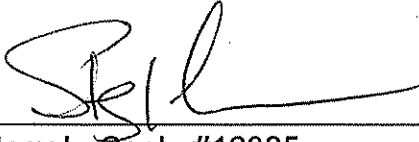
Date



Gregory P. Gehlhoff, D.C.

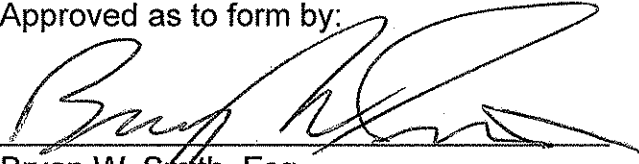
Date

Prepared By:



Stacy L. Cook, #16385
Litigation Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3065
(913) 296-7413

Approved as to form by:



Bryan W. Smith, Esq.
Fisher, Cavanaugh & Smith, P.A.
534 Kansas Avenue
Bank of America Tower, Suite 1035
Topeka, KS 66603-3432

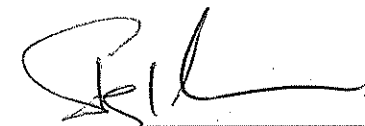
CERTIFICATE OF SERVICE

I, Stacy L. Cook, Litigation Counsel, Kansas Board of Healing Arts, hereby certify that I served a true and correct copy of the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** by United States mail, postage prepaid, on this 15th day of October, 1999, to the following:

Bryan W. Smith, Esq.
Fisher, Cavanaugh & Smith, P.A.
534 Kansas Avenue
Bank of America Tower, Suite 1035
Topeka, KS 66603-3432

and the original was hand-delivered to:

Lawrence T. Buening, Jr.
Executive Director
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068



Stacy L. Cook