

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILED

DEC 22 1997

KANSAS STATE BOARD OF
HEALING ARTS

In the Matter of)
Keith A. White, D.C.)
Kansas License No. 01-03512)
_____)

Case No. 94-00047

JOURNAL ENTRY

COMES NOW the Kansas State Board of Healing Arts, ("Board") by and through Lawrence T. Buening, Jr., Executive Director, and enters this journal entry pertaining to the Stipulation and Agreement and Enforcement Order ("Stipulation") filed in this matter on October 17, 1995 in the above-captioned case regarding Keith A. White, D.C. ("Licensee"). The Board notes that the required actions listed in paragraph 5 of the Stipulation have been accomplished by Licensee. Accordingly, the Board orders that the Stipulation is hereby terminated.

IT IS SO ORDERED

ENTERED THIS 22^d Day of December, 1997.

KANSAS STATE BOARD OF HEALING ARTS



Lawrence T. Buening, Jr.
Executive Director

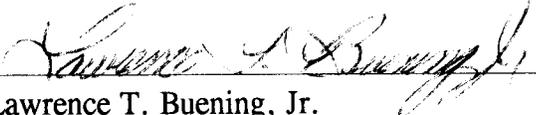
CERTIFICATE OF SERVICE

I, Lawrence T. Buening, Jr., Executive Director, Kansas State Board of Healing Arts, do hereby certify that the foregoing **JOURNAL ENTRY** was served this 28th day of December, 1997, by depositing the same in the United States mail, postage pre-paid, and addressed to the following:

Keith A. White, D.C.
3021 Flint Drive
Lawrence, Kansas 66047

and a copy hand-delivered to:

Kevin K. LaChance
Disciplinary Counsel
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603-3068


Lawrence T. Buening, Jr.
Executive Director

BEFORE THE BOARD OF HEALING ARTS
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OCT 17 1995

KANSAS STATE BOARD OF
HEALING ARTS

Case # 94-00047

IN THE MATTER OF)
)
KEITH A. WHITE, D.C.)
Kansas License No. 01-03512)
_____)

STIPULATION AND AGREEMENT
AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts ("Board") by and through Kevin K. LaChance, Disciplinary Counsel, and Keith A. White, D.C. ("Licensee") by and through his attorney, Judy Pope, and stipulate and agree as follows:

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. 65-2871. Licensee admits that this Stipulation and Agreement and Enforcement Order ("Stipulation") and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider the Stipulation and is lawfully constituted to consider this matter to include consideration of this Stipulation. Licensee further notes that the Kansas Healing Arts Act 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 provision of law.

2. Licensee is or has been entitled to engage in the practice of chiropractic in the State of Kansas, having been issued license number 01-03512 on December 14, 1979. 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 June 30, 1995.

3. The Board has received information, has investigated such information, and has reasonable cause to believe that Licensee has committed certain acts in violation of the Healing Arts Act. K.S.A. 65-2801 et seq; K.S.A. 65-2836. Specifically, it is alleged that Licensee committed the violations of the Healing Arts Act detailed in Counts 1-5 of the Petition to Revoke, Suspend or Otherwise Limit Licensure filed August 21, 1995. Licensee neither confirms nor denies that he changed answers to questions asked on forms submitted to insurance companies and the Board.

4. Such acts or conduct as set forth above could constitute grounds for disciplinary action by the Board pursuant to the cited provisions of the Healing Arts Act. Under the provisions of K.S.A. 65-2838(a), the Board has jurisdiction to impose appropriate discipline if a licensee to the Board has engaged in any commissions or omissions to bring licensee within the purview of K.S.A. 65-2836. Under the provisions of K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation without the necessity of proceeding to a formal hearing. Upon acceptance of this Stipulation by the Board, Licensee voluntarily and affirmatively waives his right to a hearing pertaining to this matter under the jurisdiction of the Board regarding his license to engage in the practice of medicine and surgery. Licensee voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, to conduct such cross-examination of witnesses as may be desired and to waive any and all substantive and procedural motions and defenses that could be raised if an administrative hearing would be held.

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 for nor bind the Board.

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

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

i) Licensee is fined a sum of five hundred dollars (\$500.00) payable within thirty (30) days of Board acceptance of this Stipulation.

(ii) Licensee is hereby formally and publicly reprimanded.

(iii) Licensee agrees to make full restitution to the major medical health insurance carrier involved in this investigation. Proof of satisfaction will be in writing from that specific insurance carrier, or other sufficient evidence of full reimbursement to that insurance carrier if the carrier fails to respond in a timely manner, and will be presented to the Board within sixty (60) days of Board acceptance of this Stipulation.

b) Licensee's failure to comply with the provisions of the Stipulation will result in the Board taking disciplinary action as the Board deems appropriate in compliance with the Kansas Administrative Procedure Act and/or the terms of this Stipulation.

c) Nothing in this agreement 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 unknown and are not covered under the conditions of this Stipulation, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act.

d) This Stipulation constitutes the entire agreement between the parties and may only be modified and/or amended by a subsequent document executed in the same manner by the parties.

e) Licensee acknowledges that he has read this Stipulation and fully understands its contents. Licensee acknowledges that this Stipulation has been entered in freely and voluntarily given.

f) Licensee releases the Board, its employees and agents, from all claims to mean those damages, actions, liabilities and causes of actions, 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 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 and Agreement or the contents of this Stipulation and Agreement.

g) Licensee acknowledges that this document shall be deemed a public disciplinary record upon Licensee's signing this document and Board acceptance of the terms of this document. Licensee further acknowledges that this document is reportable to CINBAD and other reporting agencies.

6. All correspondence or communication between Licensee and the Board shall be by certified mail addressed to: Kansas State Board of Healing Arts, ATTENTION: Disciplinary Counsel, 235 S. Topeka Boulevard, Topeka, Kansas 66603-3068.

7. 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. Violation of the referenced laws and/or rules constitute grounds for disciplinary action, but do not constitute per se violations of this Stipulation.

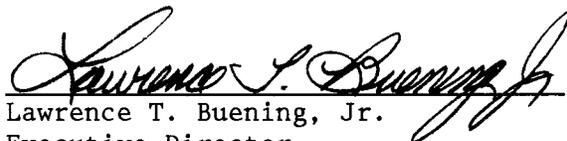
8. Licensee has an affirmative duty to notify the Board of changes in his personal professional status which would inhibit compliance with the above conditions in this Stipulation.

9. Upon execution of this Stipulation by the affixing of a Board authorized signature below, the provisions of this Stipulation shall become an Order of the Board and shall be deemed a proper and lawful Enforcement 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.

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

26th day of September, 1995.

KANSAS STATE BOARD OF HEALING ARTS

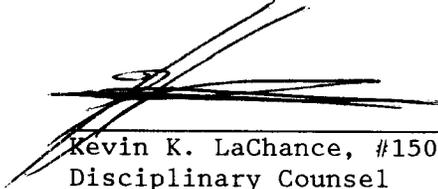

Lawrence T. Buening, Jr.
Executive Director

October 16, 1995
Date

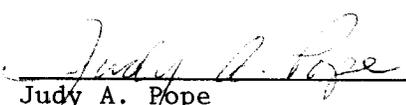

Keith A. White, D.C.
Licensee

9/26/95
Date

Prepared and Approved As To Form By:



Kevin K. LaChance, #15058
Disciplinary Counsel
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068
(913) 296-7413



Judy A. Pope
Dickson & Pope
Counsel for Licensee
700 SW Jackson
Roof Garden Suite
Topeka, Kansas 66603
(913) 233-2015

CERTIFICATE OF SERVICE

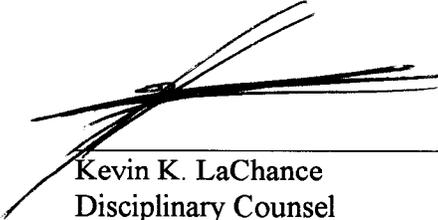
I, Kevin K. LaChance, do hereby certify that on this 17th day of October, 1995, a copy of the above and foregoing STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER was deposited in the United States mail, postage prepaid, first class to the following:

Keith A. White, D.C.
2721 W. 6th, Suite A
Lawrence, Kansas 66049

Judy A. Pope
Dickson & Pope
Counsel for Licensee
700 S.W. Jackson
Roof Garden Suite
Topeka, Kansas 66603

and the original was hand-delivered to:

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



Kevin K. LaChance
Disciplinary Counsel
Kansas State Board of Healing Arts