



by the State of Kansas since 1987. In February 1992, the Board received information that Applicant was practicing the healing arts, specifically, chiropractic in Pleasanton, Kansas. Further investigation revealed that this information was correct. In a Consent Agreement executed March 3, 1992, filed on April 13, 1992, Applicant admitted:

a) That on or about February 1, 1992, Applicant opened a practice of the healing arts, specifically chiropractic, and

b) That from February 1, 1992 to February 21, 1992, Applicant operated said practice, and

c) That during the above stated period of time presented himself as a duly licensed chiropractor without the benefit of a Kansas license to engage in the practice of chiropractic as required by K.S.A. 65-2803, and

d) That the Kansas State Board of Healing Arts is the sole and exclusive regulatory agency regarding the practice of chiropractic in the State of Kansas, K.S.A. 65-2803.

e) That, further, The Applicant failed to maintain a policy of professional liability insurance as required by K.S.A. 40-3402. A true copy of said Consent Agreement is attached hereto as "Exhibit A" and incorporated herein as if fully set forth. Applicant further admits

f) That he accepted monies for chiropractic services rendered without the benefit of a Kansas license to engage in the practice of chiropractic, and

g) That he knew the requirements of licensure and maintenance of professional liability insurance, and knowingly, willfully and wantonly failed to comply with said requirements.

4. Based on the above information, the Board has determined there is probable cause to believe Applicant was engaged in the practice of the healing arts without obtaining a duly, properly and lawfully issued license from the Kansas State Board of Healing Arts; that Applicant held himself out to the public as a duly licensed practitioner of the chiropractic arts without duly or properly obtaining a lawfully issued license from the Kansas State Board of Healing Arts; that Applicant failed to maintain a policy of professional liability insurance as required by K.S.A. 40-3402; that Applicant received monies for the practice of said healing arts; and that Applicant willfully, wantonly, and knowingly committed the aforementioned acts.

5. Such acts or conduct as set forth above would constitute grounds for discipline or denial of license under the jurisdiction of the Kansas State Board of Healing Arts pursuant to K.S.A. 1991 Supp. 65-2836 (b), (g), (y), and (z). Under the provisions of K.S.A. 1991 Supp. 65-2838(b), the Board has jurisdiction to impose appropriate discipline if a licensee of the Board has engaged in any commissions or omissions to bring licensee within the purview of K.S.A. 1991 Supp. 65-2836. Under the provisions of K.S.A. 1991 Supp. 65-2838, the Board has authority to enter into this **STIPULATION AND AGREEMENT**. The Board has authority pursuant to

K.S.A. 65-2836 to deny a license for any reason that appropriate disciplinary action can be taken against a licensee (Applicant herein).

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 hearing. K.S.A. 65-2838. Applicant voluntarily and affirmatively waives his right to a hearing pertaining to any matter under the jurisdiction of the Kansas State Board of Healing Arts regarding the granting of a license to engage in the practice of chiropractic.

Applicant further understands and agrees that by entering into this **STIPULATION AND AGREEMENT**, he is waiving his right to a hearing. The Applicant voluntarily and knowingly waives his rights 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 would be held.

The terms and conditions of **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 State Board of Healing Arts until an authorized signature is affixed on the last page of this document. Upon signature by

Applicant to this document, it shall be deemed a unilateral contract and agreement and shall bind Applicant to terms and conditions set forth in the **STIPULATION AND AGREEMENT** whether or not the Board's signature is affixed to the document. Applicant specifically acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

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

a) The Board is the duly authorized administrative agency of the State of Kansas with appropriate statutory authority to regulate the practice of the healing arts to include the practice of chiropractic in the State of Kansas.

b) Applicant 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**. Applicant further notes that the Kansas Healing Arts Act is constitutional on its face and as applied in this case. Applicant further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.

c) In lieu of the initiation of formal proceedings and/or findings by the Board, Applicant, by signature attached to this **STIPULATION AND AGREEMENT**, hereby voluntarily agrees to the

conditions placed on his license to engage in the practice of chiropractic in the State of Kansas.

d) Applicant hereby agrees to a probationary limitation, restriction and condition of his license to engage in the practice of chiropractic in the State of Kansas based on the following specific conditions:

i) As an appropriate disciplinary sanction, the Kansas State Board of Healing Arts hereby assesses a civil fine in the amount of seven hundred fifty dollars (\$750.00), which represents the approximate cost of professional liability insurance for three weeks of practice, plus the approximate amount of fees collected from patients during the period in question, against Applicant Eldon W. Alexander, D.C., for violation of the Kansas Healing Arts Act. Said fine shall be paid as follows: One half of the fine (\$375.00) shall be paid and returned with the signed **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**. The remaining half of the fine (\$375.00) shall be paid within thirty (30) days after the board takes action on this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**, but in no event, later than July 14, 1992.

ii) Applicant shall remain personally liable for any and all malpractice he may have committed during the period in question.

iii) Applicant is hereby placed under a quarterly reporting system regarding professional liability insurance in the State of Kansas. Applicant shall submit on a sworn, verified

affidavit on a quarterly basis a copy of current professional liability insurance certificate of insurance documenting compliance with all Kansas insurance laws relative to the practice of chiropractic in the State of Kansas to include K.S.A. 40-3402, 40-3403a and 40-3404. Such quarterly reports must be received by no later than the close of business (4:30 P.M.) by the 10th calendar day of the month immediately following the appropriate quarterly reporting period. The first quarterly reporting period shall end on September 30, 1992.

iv) Applicant shall perform eighty (80) hours of community service. Said community service shall consist of activities approved by the President of the Board or his delegee, and shall be performed within four (4) months of the date of this document.

v) Applicant agrees to pay the costs of investigation of this case, which amount to one hundred seventy dollars (\$170.00), consisting of appropriate mileage, salary, and administrative charges. Said costs shall be paid as follows: One half of the cost (\$85.00) shall be paid and returned with the signed **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**. The remaining half of the cost (\$85.00) shall be paid within thirty (30) days after the board takes action on this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**, but in no event, later than July 14, 1992.

Applicant's agreement to the probationary limitations,

Applicant's agreement to the probationary limitations, conditions, and restrictions of his license are evidenced by his signature affixed to this document.

e) Applicant's failure to comply with the provisions of the **STIPULATION AND AGREEMENT** and Order, including but not limited to failure to perform the required number of hours of community service, failure to maintain required professional liability insurance coverage, or the failure to submit the required quarterly reports, will result in the Board taking disciplinary action as the Board deems appropriate in compliance with the Kansas Administrative Procedure Act.

It is further understood that if Applicant fails to fulfill any of the obligations under the **STIPULATION AND AGREEMENT**, the Board will be released from its **STIPULATION AND AGREEMENT** and subsequent **ENFORCEMENT ORDER** and shall be free to take whatever steps it deems appropriate to include exercise of its right to issue a Summary Revocation Order as set forth below.

Applicant acknowledges that proof submitted to the Board by an Affidavit or other form that Applicant has failed to meet the conditions of the **STIPULATION AND AGREEMENT** or any provision of Kansas law shall be deemed good and sufficient evidence to support the alleged violation to determine non-compliance with this **STIPULATION AGREEMENT AND ENFORCEMENT ORDER**.

Any breach of the **STIPULATION AGREEMENT AND ENFORCEMENT ORDER** to include but not limited to failure to maintain professional

liability insurance or to submit the required quarterly reports shall result in the Board issuing a Summary Revocation Order of Applicant's license to engage in the practice of chiropractic in the State of Kansas in which Applicant agrees not to contest, defend or challenge in any civil or administrative proceeding.

f) 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 AND AGREEMENT** or subsequent acts which are unknown to the Board or to initiate formal disciplinary proceedings based upon known or unknown allegations of violations of the Healing Arts Act.

g) This **STIPULATION AND AGREEMENT** 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.

h) Applicant acknowledges that he has read this **STIPULATION AND AGREEMENT** and fully understands the Contents.

i) Applicant 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, 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 Applicant has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Applicant 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**.

j) Applicant acknowledges that this **STIPULATION AND AGREEMENT** has been entered in freely and voluntarily given.

8. All correspondence or communication between Applicant and the Board shall be by certified mail addressed to the Kansas State Board of Healing Arts, ATTENTION: Office of the General Counsel, 235 S. Topeka Boulevard, Topeka, Kansas 66603.

9. Applicant 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 AND AGREEMENT** or may become effective subsequent to the execution of this document.

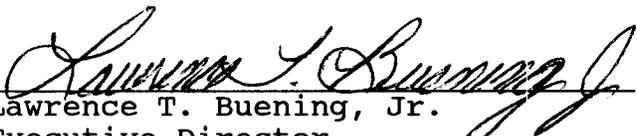
10. Applicant has an affirmative duty to notify the Board of changes in his personal profession status which would inhibit the compliance with the above conditions in the **STIPULATION AND AGREEMENT** or subsequent **ENFORCEMENT ORDER**.

11. Upon execution of this **STIPULATION AND AGREEMENT** by the affixing of a Board authorized signature below, the provisions of

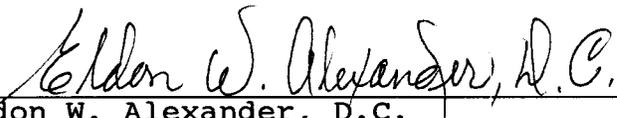
this **STIPULATION AND AGREEMENT** shall become an Order of the Board and shall be deemed a proper and lawful **ENFORCEMENT ORDER** under K.S.A. 1991 Supp. 65-2838. This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** shall constitute the Boards order when filed with the Office of General Counsel for the Board and no further Order is required.

IN WITNESS WHEREOF, the parties have executed this agreement  
on 12<sup>th</sup> day of June, 1992.

KANSAS STATE BOARD OF HEALING ARTS

  
Lawrence T. Buening, Jr.  
Executive Director

June 12, 1992  
Date

  
Eldon W. Alexander, D.C.  
Applicant

1-May 1992  
Date

Prepared and Approved by:

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

**FILED**

APR 13 1992

**CONSENT AGREEMENT**

**KANSAS STATE BOARD OF  
HEALING ARTS**

This Consent Agreement is entered into between the Kansas State Board of Healing Arts (Board) and Eldon Alexander (Alexander) this 3<sup>rd</sup> day of March, 1992. This Consent Agreement is for the purpose of resolving an investigation being conducted by the Board relative to an allegation that Alexander was engaging in the practice of chiropractic in the state of Kansas in violation of the Kansas Healing Arts Act, K.S.A. 65-2801 et seq., K.S.A. 65-2803, K.S.A. 65-2867, K.S.A. 65-2868 and K.S.A. 65-2871.

1. Alexander acknowledges that since February 1, 1992, Alexander opened and maintained an office for the practice of chiropractic on premises located at 775 Main Street, Pleasanton, Kansas (premises).

2. Alexander acknowledges that he maintained on the premises and displayed to the public a Kansas State Board of Healing Arts certificate for Doctor of Chiropractic, certificate number 3045, originally issued in January of 1966.

3. Alexander displayed on the premises a sign indicating "Dr. Eldon Alexander, Chiropractor" and additionally provided business cards stating "Dr. Eldon Alexander, Chiropractor, 775 Main Street, Pleasanton, Kansas."

4. Alexander acknowledges that the opening of a practice of the healing arts to include chiropractic and the representation of Alexander as a chiropractor was done without benefit of a Kansas license to engage in the practice of chiropractic and that the

Kansas State Board of Healing Arts is a sole and exclusive regulatory agency regarding the practice of chiropractic in the state of Kansas.

5. Alexander and the Board acknowledges that Alexander was originally licensed by the Kansas State Board of Healing Arts in 1966 but such license lapsed in 1987 and that Alexander has not been duly or properly lawfully licensed by the state of Kansas, Kansas State Board of Healing Arts since 1987.

6. Alexander acknowledges that he has held himself out to others in the state of Kansas as being a duly licensed chiropractor by utilization of the sign, opening of a clinic for the practice of chiropractic and utilization of a business card and sign stating "Dr. Eldon Alexander, Chiropractor".

7. Alexander acknowledges that he personally prepared or had prepared the business cards and signs representing himself as a chiropractor as referred to above.

8. Alexander acknowledges that he is not now, nor has been since 1987, licensed by the Kansas State Board of Healing Arts as a doctor of chiropractic.

9. Alexander acknowledges that he is not now, nor has been since February 1, 1992, involved in the delivery of health care services which qualify for exception to being licensed as a doctor of chiropractic prior to engaging in the practice of chiropractic pursuant to K.S.A. 65-2872.

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**CONSENT ORDER**  
Eldon Alexander

10. Alexander acknowledges that the Board has independent injunctive and quo warranto power regarding the unlawful practice of the healing arts including the practice of chiropractic without being duly and lawfully licensed by the Board.

11. Alexander acknowledges that the Kansas Healing Arts Act, specifically K.S.A. 65-2803 states that no person shall engage in the practice of the healing arts unless that person shall obtain from the Board a license for that purpose. Furthermore, Alexander acknowledges that under K.S.A. 65-2867, the opening of an office for the practice of the healing arts including chiropractic, the announcing to the public in any way the intention to practice the healing arts (utilization of business cards and signs representing Alexander as a chiropractor), the use of any professional degree or designation or any sign, cards, circular device or advertisement as a practitioner, or as a person skilled in the same shall be prima facia evidence of engaging in the practice of said healing arts as defined in the Kansas Healing Arts Act. Additionally, Alexander acknowledges that K.S.A. 65-2868 states that for the purposes of the Kansas Healing Arts the following person shall be deemed in the practice of the healing arts:

"Persons who hold themselves out to the public as being engaged in or who maintain an office for the practice of the healing arts as defined in K.S.A. 65-2802."

12. Alexander acknowledges that since February 1, 1992, he not only represented himself as a chiropractor, opened an office

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**CONSENT ORDER**  
Eldon Alexander

for the practice of chiropractic but engaged in such acts that would be deemed the practice of chiropractic as set forth in K.S.A. 65-2871.

13. Alexander acknowledges that he engaged in the practice of chiropractic in the state of Kansas from February 1, 1992 through February 21, 1992 without benefit of a duly and lawfully issued license to engage in the practice of chiropractic and without maintaining the appropriate professional liability insurance as mandated by Kansas law, specifically K.S.A. 40-3402 and K.S.A. 40-3404.

14. Alexander hereby agrees to permanently refrain from holding himself out as a chiropractor, doctor of chiropractic or from holding himself out or utilizing the initials "D.C." in any manner whatsoever until such time he is full and complete compliance with the Kansas Healing Arts Act, K.S.A. 65-2801 et seq. in place at the time that he would make proper application to the Kansas Board of Healing Arts. Additionally, Alexander agrees to permanently refrain from engaging in the practice of chiropractic as defined in K.S.A. 65-2871 until such time that he is full and complete compliance with the Kansas Healing Arts Act, K.S.A. 65-2801 et seq. which would be in place at the time that he would make application to the Kansas Board of Healing Arts.

15. Alexander hereby releases the Kansas State Board of Healing Arts, its employees and agents from all claims to mean

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**CONSENT ORDER**  
Eldon Alexander

those damages, actions, liabilities and causes of action, both administrative and civil. This release shall discharge the Board of any and all claims or demands of every kind and nature that Alexander has claimed to have had at the time of this release or might have had either known or unknown, suspected or unsuspected and Alexander 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 Consent Agreement or the content of this Consent Agreement.

16. The Board acknowledges that Alexander has the right to petition the Board for granting of a license to engage in the practice of chiropractic in the state of Kansas but no representations, promises or threats have been made to Alexander regarding the granting of such license.

17. Alexander acknowledges that no promise, reward or threat has been made by representatives of the Board to him other than the content reflected in this Agreement.

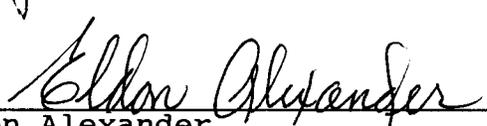
18. Alexander acknowledges that this Consent Agreement has been entered into freely and voluntarily given and that he has read or had read to him all numbered paragraphs above and that he has received a copy of the Consent Agreement and understands the content of such Agreement.

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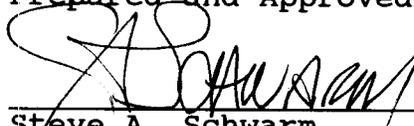
**CONSENT ORDER**  
Eldon Alexander

IN WITNESS WHEREOF, the parties have executed this  
Consent Agreement on the date above listed.

  
\_\_\_\_\_  
John P. White, D.O.  
President  
Kansas Board of Healing Arts

  
\_\_\_\_\_  
Eldon Alexander

Prepared and Approved:

  
\_\_\_\_\_  
Steve A. Schwarm  
General Counsel  
Kansas Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603  
(913) 296-7413

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CONSENT ORDER  
Eldon Alexander