

STIPULATION

THIS AGREEMENT made and entered into this SIXTH day of NOVEMBER, 1984, by and between the Kansas State Board of Healing Arts, hereinafter referred to as "Board" and David R. Stone, M.D., Route 1, Box 1210, Climax Springs, Missouri 65324, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, on or about September 5, 1984, the Disciplinary Counsel for the Board received a complaint alleging conduct by Licensee which involving a matter which could result in revocation, suspension or limitation of Licensee's license pursuant to K.S.A. 65-2836 through 65-2844 and amendments thereto; and

WHEREAS, following an investigation into the alleged conduct, the matter was presented to a review committee comprised of Robert W. Brown, M.D., Richard Gruendel, M.D. and Howard N. Ward, M.D., with the recommendation by the Disciplinary Counsel that there be prosecution of formal charges at a hearing; and

WHEREAS, by a majority vote, the review committee made findings of fact and conclusions of law and found there to be probable cause to believe there had been conduct by Licensee which, pursuant to K.S.A. 65-2836 through 65-2844 and amendments there, may result in revocation, suspension or limitation of Licensee's license and, therefore, recommended that the matter be referred for hearing; and

WHEREAS, in lieu of the prosecution of formal charges at a hearing, the parties mutually desire to enter into a stipulation.

NOW, THEREFORE, in consideration of the forbearance of a formal hearing and the other covenants and promises contained herein, the parties hereto agree as follows:

1. (confidential)  
(confidential)

State of Kansas.

2. That Licensee authorizes the Board and its Disciplinary Counsel to release to Spectrum Emergency Care and the Missouri Board of Healing Arts all records and reports dealing with Licensee and related to the investigation conducted by the Disciplinary Counsel, together with the findings and recommendations of the review committee and a copy of this Stipulation.

3. (confidential)  
(confidential)

4. (confidential)  
(confidential)

5. It is further understood and agreed that the provisions of this Stipulation are to be strictly construed and adhered to. In the event any of the conditions herein are not fully met, this Stipulation, at the option of the Board shall become null

and void and the Board shall have the right to require its Disciplinary Counsel to institute formal charges against Licensee.

6. This stipulation constitutes the entire agreement between the parties and there are no other agreements or understandings regarding any matter in question herein other than that expressly set forth herein. This Stipulation may be modified or amended only by written instrument signed by the parties hereto.

7. This Stipulation shall remain in full force and effect until modified, amended or rescinded by the parties hereto; PROVIDED, HOWEVER, should Licensee strictly adhere to the terms and provisions contained herein, Licensee, may, upon the expiration of six (6) months from the date hereof, request an appearance before the Board to discuss modification, amendment or rescission of this Stipulation and the Board will give such request due consideration.

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation on the date indicated below their signature.

KANSAS STATE BOARD OF HEALING ARTS  
"BOARD"

Richard A. Uhlig MD  
RICHARD A. UHLIG, D.O., SECRETARY

DAVID R. STONE, M.D.  
"LICENSEE"

David R. Stone MD  
Agreed to with the noted deletions on  
Page Two, lines fifteen, seventeen and twenty.  
D Stone MD

RECEIVED

NOV 8 1984

KANSAS STATE BOARD OF  
HEALING ARTS