

RECEIVED

STIPULATION

1986 OCT 13 AM 9:27

THIS AGREEMENT made and entered into this 13 day of Oct. 1986, by and between the Kansas State Board of Healing Arts, (hereinafter referred to as "Board") and Raleigh Gene Trembly, D.C., (hereinafter referred to as "Licensee").

WITNESSES:

WHEREAS, on or about August 25, 1986 the Disciplinary Counsel for the Board of Healing Arts received a complaint alleging conduct by the Licensee involving matters 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 a thorough investigation into the alleged conduct, the matter was presented to a Chiropractic Review Committee on September 25, 1986 comprised of Robert A. Codbey, D.C., Ron J. Zoeller, D.C., and Glen A. Heese, D.G.; and

WHEREAS, the Chiropractic Review Committee recommended to the Disciplinary Counsel 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. That, the Licensee hereby agrees to cease and desist from any and all advertising pertaining to his practice of Chiropractic for a period of one year, except for advertisements in telephone books.

2. That, as long as Licensee remains in strict compliance with all the terms and conditions of this Stipulation, no formal adjudicative proceedings will be initiated against Licensee based upon the aforementioned items. Any violation of any of the terms and conditions of this Stipulation by the Licensee shall be prima facie evidence that a violation of the Healing Arts Act has occurred for which the Board may suspend or revoke the license of the Licensee without the necessity of proceeding with formal adjudicative proceedings under the Kansas Administrative Procedures Act.

3. Licensee waives all procedural and due process requirements afforded to him by the Administrative Procedures Act.

4. It is further understood and agreed that the provisions of this Stipulation are to be strictly construed and adhered to. This Stipulation constitutes the entire agreement between the parties and there are no other agreements or understandings not set forth herein. This Stipulation may be modified or amended only by written instrument signed by the parties hereto.

5. 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 one year from the date thereof, 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 by their signature, it being specifically understood that the effective date of this Stipulation will be the date it has been signed by both parties hereto.

KANSAS STATE BOARD OF HEALING ARTS

Richard A. Uhlrig, D.O.

RICHARD A. UHLIG, D.O., Secretary
"Board"

10-18-86

DATE

Raleigh Gene Trembly, D.G.

RALEIGH GENE TREMBLY, D.G.
"Licensee"

10/9/86

DATE