

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF CHIROPRACTIC EXAMINERS
BOARD ACTION NO. 12-029
ADMINISTRATIVE ACTION NO. 12-KBCE-_____**

**KENTUCKY BOARD OF
CHIROPRACTIC EXAMINERS**

COMPLAINANT

V.

**DAVID MEGRONIGLE, D.C.
License # 5004**

RESPONDENT

AGREED ORDER

Parties

WHEREAS, the parties to the Agreed Order herein are the Kentucky Board of Chiropractic Examiners, hereinafter referred to as the "Board," and David Megronigle, D.C., hereinafter referred to as the "Respondent."

Jurisdiction

WHEREAS, the Board has jurisdiction over this matter pursuant to KRS Chapter 312 and the related administrative regulations.

History

WHEREAS, the Board received notification that the Respondent had been charged with possession of a controlled substance 1st degree, 1st offense in 12-CR-000616;

WHEREAS, the criminal matter at issue here is ongoing;

WHEREAS, it is proper to allow the criminal charge to be finally resolved or adjudicated prior to any disciplinary action being taken by the Board;

WHEREAS, the parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing.

Terms of Agreement

THEREFORE, it is hereby agreed between the undersigned parties that this matter shall be settled and resolved upon the following terms:

1) The Respondent shall carefully review the Agreed Order herein and enters into this Agreed Order knowingly, willingly and voluntarily and after having reviewed the due process rights afforded to him under KRS Chapter 312 and the accompanying regulations; and

2) The Board agrees to renew the license of the Respondent;

3) The Respondent acknowledges that the Board's renewal of his license does not constitute a waiver of the Board's ability to take disciplinary action against him for any information disclosed in his application;

4) The Respondent acknowledges that this Agreed Order does not constitute a final resolution of the underlying issue;

5) The Respondent agrees that he shall be tested for drug use at a time and place to be chosen by the Board; *subject to provision (6) below (pm)*

6) The Respondent agrees that he shall be required to be drug tested at any time and place the Board chooses until such time as the criminal case at issue is finally resolved and such notification is sent to the Board;

7) ***The Respondent agrees that he shall cause the Board Office to receive a copy of any order which causes that criminal action to be finally disposed of within 10 days of its entry;***

8) The Respondent agrees that he shall offer his full cooperation in all Board investigations or inspections; and

9) The Respondent agrees that his failure to comply with any of the terms and

conditions of this Agreed Order shall constitute a violation of KRS 312. In addition, if the Respondent fails to comply with any of the terms and conditions of this Agreed Order the charges that constitute the basis for this action may be reinstated. In the event that the Board determines that probable cause for such a failure exists, the Respondent shall be entitled to an administrative hearing held pursuant to KRS 13B on that issue.

Voluntary Waiver of Rights

The Respondent, David Megronigle, D.C., has had the opportunity at all times to seek advice from competent counsel of choice. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Agreed Order. The Respondent waives his right to appeal to the Circuit Court from this final order of the Board.

Release of Liability

In consideration of execution of this Settlement Agreement, the Respondent and the Respondent's executors, administrators, successors and assigns, hereby release and forever discharge the Commonwealth of Kentucky, the Kentucky Board of Chiropractic Examiners, and the Kentucky Attorney General and each of their members, agents, and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that the Respondent ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this Settlement Agreement, or its administration.

Acceptance by the Board

The Respondent understands that the Board is free to accept or reject this Settlement Agreement, and if rejected by the Board, a formal disciplinary hearing on the accusation against

the Respondent may be rescheduled thereafter. Upon execution hereof, the Respondent hereby agrees to refrain from rescinding this offer until such time as the Board has had an opportunity to accept or reject it at the next scheduled meeting.

If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Admissions by the Respondent in the Settlement Agreement will not be regarded as evidence against the Respondent at the subsequent disciplinary hearing. The Respondent will be free to defend, and no inferences against the Respondent will be made from the Respondent's willingness to have entered into this agreement.

The Settlement Agreement will not be submitted for Board consideration until after it has been agreed to and executed by the Respondent. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board.

Publication of Settlement Agreement

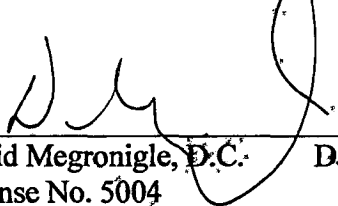
The Respondent acknowledges that, once adopted by the Board, this Agreed Order may be considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act, and may be reportable under state or federal law. The Respondent acknowledges that the Board has discretion with regard to the manner in which this agreement and its terms are characterized to the Healthcare Integrity and Protection Databank or any other entity. This Agreed Order may, at any time, be published on the Board's website, www.kbce.ky.gov.

Complete Agreement

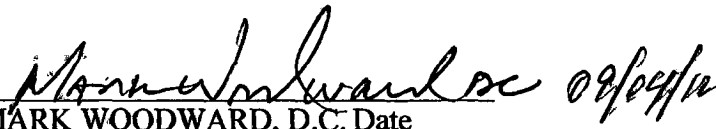
This Settlement Agreement consists of five (5) pages, inclusive of the certificate of service and embodies the entire agreement between the Kentucky Board of Chiropractic

Examiners and David Megroigle, D.C.. It may not be altered, amended or modified without the expressed written consent of both parties.

Have Seen, Understood and Approved:



David Megronigle, D.C. Date: 8/17/12
License No. 5004
Respondent



MARK WOODWARD, D.C. Date
Chairman
Kentucky Board of Chiropractic Examiners


Certificate of Service

I hereby certify that a true and correct copy of the foregoing **Agreed Order** was mailed via U.S. mail, postage pre-paid to the following this 7th day of September, 2012:

Paul Croce
Smedal Harralson & Croce
600 West Main Street Suite 100
Louisville, KY 40202
Counsel for the Respondent

Mr. Michael West
Office of the Attorney General
700 Capitol Ave., Ste. 118
Frankfort KY 40601
Board Counsel

And the original shall be maintained by the Board


Karalee P. Oldenkamp, D.C.
Executive Director
Kentucky Board of Chiropractic Examiners