

FILED

AUG 29 1991

**BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS**

**KANSAS STATE BOARD OF
HEALING ARTS**

IN THE MATTER OF)
)
DOUGLAS V. HADEL, D.C.)
Kansas License No. 3458)

Case No. 91-00502

ENFORCEMENT ORDER

NOW, on this 17th day of August, 1991, this matter comes on for consideration before the Kansas State Board of Healing Arts (hereinafter referred to as "Board") and Douglas V. Hadel, D.C., (hereinafter referred to as "Licensee") as a result of a Stipulation and Agreement having been entered into between the Board and the above-named Licensee on August 17, 1991.

After reviewing the files and being otherwise duly advised in the premises, the Board finds as follows:

1. That the Board and Licensee have entered into a Stipulation and Agreement, a true copy of which is attached hereto as "Exhibit A" and incorporated herein as if fully set forth.

2. That the attached Stipulation and Agreement should be approved and all conditions, terms and provisions set forth in the Stipulation and Agreement shall be adopted as Findings of Fact and Conclusions of Law and the order of the Board.

IT IS THEREFORE BY THE BOARD ORDERED AS FOLLOWS:

1. That the findings hereinabove made be and the same are made the order of the Board.

2. That Licensee's license to engage in the practice of chiropractic in the State of Kansas is hereby placed under suspension for a period of twenty-four (24) months with the last twenty-three (23) months stayed based on Licensee's compliance with the following probationary condition, limitation and restrictions for a minimum period of two (2) years:

- i) Licensee shall serve a thirty (30) calendar day suspension in which Licensee cannot engage in the practice of chiropractic in the State of Kansas in any form whatsoever and shall not be entitled to utilize the title, "Doctor of Chiropractic" or the initials "D.C." Licensee agrees to pay an administrative fine of five hundred dollars (\$500); and
- ii) Licensee shall be required to obtain additional continuing medical education hours in the field of chiropractic ethics and/or scope of practice and/or a similar topic approved by the Board or Board designee within the first three hundred sixty-five (365) days from the date of this Enforcement Order. Licensee will be required to have and successfully completed the minimum of twenty-four (24) hours of continuing medical education within this first 365 day period; and
- iii) Licensee agrees to enter into a Kansas Healing Arts Compliance Monitoring Program with a designated approved supervising chiropractor being accepted, authorized and a Kansas licensed chiropractor.

Licensee shall abide by the terms as set forth in the
Stipulation and Agreement.

IT IS SO ORDERED.

KANSAS STATE BOARD OF HEALING ARTS
Confidential

John P. White, D.O.
Board President

Date

August 28 1991

Prepared by:
STEVE A. SCHWARM
Litigation Counsel
Kansas State Board of Healing Arts
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DOUGLAS V. HADEL, D.C.)
Kansas License No. 3458)

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STIPULATION AND AGREEMENT

COMES NOW, the Kansas State Board of Healing Arts (Board), by and through Steve A. Schwarm, Litigation Counsel, and Douglas V. Hadel, D.C. (Licensee), and stipulate and agrees as follows:

1. The Board is the sole and exclusive regulatory agency in the State of Kansas regarding the practice of the healing arts, specifically the practice of chiropractic.

2. Licensee is currently licensed in the State of Kansas authorized to engage in the practice of chiropractic, having been issued license number 3458.

3. On April 10, 1991, information was provided to Litigation Section for the Board which indicated Licensee had engaged in the practice of the healing arts outside of the specific authorization regarding the practice of chiropractic as set forth in K.S.A. 65-2871. Investigative and legal staff of the Board conducted an investigation based on a review of the information provided by the investigation and information voluntarily provided by Licensee on Thursday, July 18, 1991. The Board staff has determined there is

probable cause to believe that Licensee has in fact exceeded the scope of practice for which Licensee has authorized to engage in the State of Kansas by injecting prescription pharmaceuticals into two patients on repeated occasions and injecting "sterile water" into a patient with the representation to the patient that such was a "mega vitamin"/pharmaceutical.

4. Under the provisions of K.S.A. 1990 Supp. 65-2836(b), (f), and (g) and as further defined in K.S.A. 65-2837(b)(12) and K.S.A. 65-2837(b)(23) [House Bill 2168], the Board has jurisdiction to impose appropriate discipline if Licensee has exceeded the scope of the healing arts for which Licensee is licensed, engaged in conduct likely to deceive the public and prescribing, dispensing and administering a prescription drug in an improper or inappropriate manner or not in the course of Licensee's professional practice. Under the provisions of K.S.A. 65-2838(b), the Board has the authority to enter into this Stipulation and Agreement.

5. 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 disciplinary hearing. The terms and conditions of this 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 become

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Douglas V. Hadel, D.C.

binding on the Kansas Board of Healing Arts until an authorized signature is affixed on the last page of this document. Upon signature by Licensee to this document it shall be deemed a unilateral contract and shall bind Licensee to all terms and conditions set forth in the Stipulation and Agreement whether or not the Board signature is affixed to the document.

6. 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 in 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) Licensee 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. Licensee further notes that the Kansas Healing Arts Act as set forth in the Statute and as recited in the Stipulation and Agreement 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. Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and

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acceptance of this Stipulation and Agreement as it relates to the Kansas Healing Arts Act in imposition of appropriate disciplinary sanctions regarding Licensee's license to engage in the practice of chiropractic in the State of Kansas.

- i) In lieu of the investigative material being presented to the Board as evidence in a formal adjudicative hearing, Licensee, by signature attached to this Stipulation and Agreement hereby agrees to a twenty-four (24) month suspension of his license to engage in the practice of chiropractic in the State of Kansas. The twenty-four month (2 years) suspension period shall be calculated by adding the number 2 to the year 1991 in association with the date the Enforcement Order is issued by the Board making the Stipulation and Agreement an Order of the Board. The last twenty-three (23) months of the suspension shall be stayed upon Licensee's agreement to abide by the following conditions. Licensee's agreement to abide by the conditions is evidenced by his signature affixed to the Stipulation and Agreement. Licensee shall serve a thirty (30) calendar day suspension in which Licensee cannot engage in the practice of chiropractic in the State of Kansas in any form whatsoever and shall not be entitled to utilize the title "doctor of chiropractic" or the initials "D.C.". Furthermore,

Licensee agrees to pay an administrative fine of five hundred dollars (\$500). The \$500 payment shall be due within 30 calendar days of the completed execution of this Stipulation and Agreement. It shall be the responsibility of Licensee to see that the \$500 payment is received by the Board no later than the close of business on the 30th calendar day following the signing of this Stipulation and Agreement. Payment of the \$500 fine shall be in a form acceptable to the Board or the Board's designee.

- ii) Licensee shall be required to obtain additional continuing medical education hours in the field of chiropractic ethics and/or scope of practice and/or a similar topic approved by the Board or Board designee within the first three hundred sixty-five (365) days from the date of the Enforcement Order. An emphasis on chiropractic ethics shall be made when selecting the excess continuing medical education courses. Licensee will be required to have and successfully completed the minimum of twenty-four (24) hours of continuing medical education within this first 365 day period. The excess continuing medical education as set forth in this Stipulation and Agreement shall be in addition to the statutory continuing medical education units required for

license renewal. The above additional continuing medical education units earned by Licensee shall be submitted in a verified sworn quarterly report to the Board along with all documentation regarding the continuing medical education hours.

iii) Licensee further agrees to enter into a Kansas Healing Arts Compliance Monitoring Program with a designated approved supervising chiropractor being accepted, authorized and a Kansas licensed chiropractor. Supervisory relationship is subject to the following conditions:

a) That Licensee enter into such supervisory relationship with an accepted and authorized chiropractor within fourteen (14) calendar days of the date of acceptance of this Stipulation and Agreement and shall remain in such supervisory relationship for a period of not less than three hundred sixty-five (365) days from the date of this agreement. That the proposed supervisory agreement be approved by the Board or approved Board designee and that the supervisory period shall begin upon the approval of the supervisor and supervisory agreement. That in the event of a change in the supervisory agreement or designated supervisor, prior approval must be obtained from the Board or the Board designee or if an event not within the control of Licensee, the Board shall be notified with five (5) calendar days. The focus of the supervisory relationship shall be a review of Kansas statutes and regulations as it relates to the practice of chiropractic and the Kansas Healing Arts Act and a review of Licensee's ongoing professional practice in compliance with the Kansas Healing Arts Act. The supervising chiropractor, who must be a chiropractor acceptable to the Board, is not required to provide direct supervision of Licensee's practice. The supervising chiropractor, however will submit supervisory reports to the Board every

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quarter, due on the 10th day of the next calendar month immediately following the quarterly reporting period. The first quarterly period shall end December 31, 1991. The final quarterly report shall indicate the extent to which the supervisory goals have been achieved. Such supervisory agreement must be submitted to the Board no later than 4:30 p.m. by the 14th calendar day after the signing of this agreement for such to be approved by the Board. Failure to submit such supervisor agreement to the Board by 4:30 p.m. at the close of business on the fourteenth calendar day from the signing of this agreement will be deemed Licensee's desire not to enter into such agreement and Petitioner will be free to proceed with a disciplinary hearing based on the merits of this case. Licensee shall be responsible for all costs associated with such supervisory agreement and compliance monitoring program. Licensee further acknowledges that all contact and communication with the Board shall be done by utilization of certified mail via the United States Postal Service.

D) Licensee acknowledges that there is a factual basis regarding the allegation of exceeding the scope of practice of chiropractic in the State of Kansas and further acknowledges that if a full adjudicative hearing was held with regard to this matter, Board legal counsel would present evidence and witness in support of violations of the Kansas Healing Arts Act as set forth in K.S.A. 65-2836(b), (g) and (f).

E) Licensee does not admit as true the allegations of improper, unauthorized practice nor practicing beyond the scope of his chiropractic license. However, Licensee will not subsequently contest nor defend against the allegations. It is the intent and purpose of this Stipulation and Agreement to provide for settlement of all such issues without the necessity of proceeding to a formal

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disciplinary hearing.

F) Licensee has had benefit of legal counsel throughout these proceedings and is satisfied with such legal representation.

G) Licensee further understands and agrees that by entering into this Stipulation and Agreement, Licensee is waiving his right to a hearing.

H) Licensee 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 hearing would be held.

I) Licensee acknowledges that Licensee has read this Stipulation and Agreement and fully understands the contents.

J) Licensee's failure to comply with the provisions of the Stipulation and Agreement and Order in his practice of chiropractic, may result in the Board or Board designee holding an informal investigative inquiry which Licensee now consents to for Licensee to show cause why Licensee should not be held in violation of a breach of this Stipulation and Agreement and Order and why a hearing on the merits of non-compliance should not be held regarding a violation of one or more of the provisions of K.S.A. 1990 Supp. 65-2836 to include 65-2836(k). Upon determination that Licensee willfully breached or violated this Stipulation and

Agreement and Order or any conditions attached thereto or that Licensee has elected not to comply with this Stipulation and Agreement or contract provisions the Board will immediately take disciplinary action as the Board deems appropriate in compliance with the Kansas Administrative Procedure Act.

K) 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 Risk Management Law, K.S.A. 65-4921 et seq. that are unknown and/or are not covered under the conditions of this Stipulation and Agreement or subsequent acts which are unknown to the Board.

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

M) Licensee 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. This release shall discharge the Board of any/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

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Board, its employees or agents, arising out of acts leading to the execution of this Stipulation and Agreement or the content of this Stipulation and Agreement.

N) Licensee acknowledges that this Stipulation and Agreement has been entered into freely and voluntarily given.

7. This Stipulation and Agreement and subsequent Enforcement Order shall be a public record filed with the Board.

8. Licensee agrees to notify the Board of any name, address, employment change, or any changes in Licensee's personal or professional status which would inhibit the compliance with the conditions imposed by the Board in this action within 10 calendar days of such action.

9. Licensee acknowledges he has read or has had read to him all paragraphs above and has received a copy of this Stipulation and Agreement.

IN WITNESS WHEREOF the parties have executed this agreement on this 28th day of August, 1991.

KANSAS STATE BOARD OF HEALING ARTS

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~~FRANKLIN BICHLMEIER, M.D.~~ JOHN P. WHITE, D.O.
Board President

Date

August 28 1991

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Douglas V. Hadel, D.C.

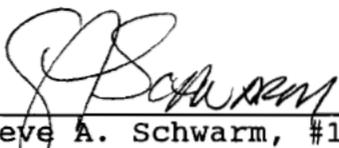
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DOUGLAS V. HADEL, D.C.
Licensee

8/19/21

Date

Prepared and Approved by:



Steve A. Schwarm, #13232
Litigation Counsel
Kansas State Board of Healing Arts



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