

BEFORE THE BOARD OF HEALING ARTS OF THE STATE OF KANSAS

In the Matter of )
Chad J. Welter, D.C. ) Docket No. 13-HA 00051
Kansas License No. Pending )

CONSENT ORDER

COMES NOW, the Kansas State Board of Healing Arts, ("Board"), by and through Jessica A. Bryson, Associate Litigation Counsel ("Petitioner"), and Chad J. Welter, D.C., ("Applicant"), pro se, and move the Board for approval of a Consent Order affecting Applicant's license to practice chiropractic in the State of Kansas. The Parties stipulate and agree to the following:

- 1. Applicant's last known mailing address to the Board is: Confidential Overland Park, Kansas 66212.
2. On or about November 30, 2012, Applicant submitted to the Board an application for licensure in chiropractic. Such application was deemed complete and filed with the Board on March 8, 2013.
3. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of the healing arts, specifically the practice of chiropractic. K.S.A. 65-2801 et seq. and K.S.A. 65-2871.
4. This Consent Order and the filing of such document are in accordance with applicable law and the Board has jurisdiction to enter into the Consent Order as provided by K.S.A. 77-505 and 65-2838. Upon approval, these stipulations shall

Consent Order
Chad J. Welter, D.C.

constitute the findings of the Board, and this Consent Order shall constitute the Board's Final Order.

5. The Kansas Healing Arts Act is constitutional on its face and as applied in the case. Applicant agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.
6. Applicant voluntarily and knowingly waives his right to a hearing. Applicant voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination of witnesses. Applicant voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.
7. The terms and conditions of the Consent Order are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Consent Order shall not be binding on the Board until an authorized signature is affixed at the end of this document. Applicant specifically acknowledges that counsel for the Board is not authorized to sign this Consent Order on behalf of the Board.
8. The Board has received information and investigated the same, and has reason to believe that there may be grounds pursuant to K.S.A. 65-2836(b), to take action with respect to Applicant's license under the Kansas Healing Arts Act, K.S.A. 65-2801, *et seq.*
9. Applicant answered "yes" to Disciplinary Question 12(t), which asks: "Have you ever been arrested? Do not include minor traffic or parking violations or citations

except those related to a DUI, DWI or a similar charge. You must include all arrests including those that have been set aside, dismissed or expunged or where a stay of execution has been issued.”

10. Applicant’s explanation to his “yes” answer was as follows: “4/12 – suspected DUI Overland Park, KS[.]”
11. Court records show that Applicant entered into a diversion with the City of Overland Park, Kansas, in August 2012 in regard to counts of Driving Under the Influence of Alcohol, Refusing a Preliminary Breath Test, and Failure to Maintain a Single Lane/Unsafe Lane Change.
12. Applicant failed to disclose that, in June 2006, he had entered into a diversion with the City of Hays, Kansas, in regard to two (2) counts of “Furnishing Alcoholic Liquor or C.M.B. to a Minor.”
13. Applicant was asked for an explanation for why he did not disclose the 2006 charges of furnishing alcohol to a minor.
14. Applicant stated that he had misunderstood the question.
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18. In his application for licensure, Applicant listed his current employer as Natural Way Wellness Center and his current job description/title as “Chiropractic Assistant.”

19. Applicant was asked for a description of his job duties.

20. Applicant stated that his duties at Natural Way Wellness Center “include performing radiographic imaging, performing health screenings, helping patients with their chiropractic therapies, and assisting in and performing patient examinations.”

21. Applicant's employer was asked to provide information regarding Applicant's job duties.
22. Natural Way Wellness Center sent a letter, dated December 14, 2012, stating that Applicant's "current responsibilities include assisting in and performing patient examinations, performing and reading radiographic imaging, diagnosing, assisting patients on and off of Chiropractic therapies, and performing health screenings." The letter then stated that they would like Applicant to become licensed so that he would "be able to perform all of the previously mentioned duties as well a [sic] treating patients."
23. Natural Way Wellness Center then sent a second letter, dated December 14, 2012, stating that the first letter was "incorrect" and asked that the second letter "replace" the first letter.
24. The second letter from Natural Way Wellness Center stated that Applicant's "current responsibilities include assisting in and performing patient examinations, performing radiographic imaging, assisting patients on and off of Chiropractic therapies, and performing health screenings." The letter then stated that they would like Applicant to become licensed so that he would be "able to perform all of the previously mentioned duties as well as reading radiographic images, diagnosing patients and treating patients."
25. Applicant has information regarding himself on Natural Way Wellness Center's website: <http://www.naturalwaywellness.net/meet-our-staff>. Applicant's information on the website is as follows:

My name is Dr. Chad Welter and i [sic] received my Doctorate of Chiropractic at Cleveland Chiropractic College. I earned my Bachelors of Science Degree in Medical Diagnostic Imaging at Fort Hays State University.

My goal here at Natural Way Wellness is to promote and educate as many people as possible in our society, spreading the chiropractic lifestyles, inspiring and changing the lives of our patients for the better good. By restoring normal nerver [sic] function, your body can first begin its healing process. I exemplify the highest standards, with honesty, enthusiasm and compassion.

I enjoy spending my free time with friends and family. Hobbies include wake boarding, fishing and golf.

26. A testimonial from Kristen Waters on Natural Way Wellness' website includes the following sentence: "Also the staff (Melissa, Jenna, Dr. Patrick, Dr. Chad, Dr. Cindy) are so nice!"
27. Applicant acknowledges that if formal hearing proceedings were conducted and Applicant presented no exhibits, witnesses or other evidence, the Board has sufficient evidence to prove that Applicant has violated the Kansas Healing Arts Act with respect to the above allegations. Applicant further waives his right to dispute or otherwise contest the allegations contained in the above paragraphs in any further proceeding before this Board.
28. A protective order is hereby entered to protect all confidential information under 42 CFR Part II, K.S.A. 65-2836(i), and K.S.A. 65-4925.
29. Applicant's acts, if proven, constitute a violation of K.S.A. 65-2803.
30. Applicant's acts, if proven, constitute a violation of K.S.A. 65-2867.
31. Applicant's acts, if proven, constitute unprofessional conduct as set forth in K.S.A. 65-2836.

32. Applicant violated K.S.A. 65-2803(a) by engaging in the practice of the healing arts as specified in K.S.A. 65-2871. Specifically, Applicant engaged in the practice of the healing arts by “performing radiographic imaging, performing health screenings, helping patients with their chiropractic therapies, and assisting in and performing patient examinations.”
33. Applicant violated K.S.A. 65-2867 in that it is unlawful for a person who is not licensed under the Kansas Healing Arts Act to announce or hold out to the public the intention, authority or skill to practice the healing arts as defined in the Kansas Healing Arts Act by using his professional degree or designation. Applicant does not meet the exception of K.S.A. 65-2867(d) because his use of the word “doctor” and/or the use of the letters “D.C.” are misleading to the public or patients because, in the context of his employment with Natural Way Wellness, it appears that Applicant is (1) engaged in the practice of the healing arts in Kansas, and/or (2) is licensed to practice the healing arts in Kansas when he is not licensed to practice the healing arts in Kansas.
34. Applicant violated K.S.A. 65-2836, in that Applicant practiced the healing arts while not licensed to engage in the practice of the healing arts, contrary to K.S.A. 65-2803(a), 65-2867(a) and/or 65-2836(k).
35. Applicant violated K.S.A. 65-2836(b), as generally defined, by furnishing alcohol to minors and for driving under the influence of alcohol.
36. Applicant violated K.S.A. 65-2836(b), as set forth in K.S.A. 65-2837(b)(12) by **Confidential** which is conduct likely to harm the public.

37. Applicant violated K.S.A. 65-2836(b) as further defined by 65-2837(b)(12), in that Applicant practiced the healing arts while not licensed to engage in the practice of the healing arts; such conduct is likely to deceive, defraud or harm the public.
38. Pursuant to K.S.A. 65-2836, the Board may revoke, suspend, limit, censure or place under probationary conditions Applicant's license and pursuant to K.S.A. 65-2863a the Board has the authority to impose administrative fines for violations of the Kansas Healing Arts Act.
39. According to K.S.A. 65-2838(b) and K.S.A. 77-505, the Board has authority to enter into this Consent Order without the necessity of proceeding to a formal hearing.
40. All pending investigation materials in KSBHA Investigative Case Number 13-00296 regarding Applicant, were fully reviewed and considered by the Board members who serve on the Board's Disciplinary Panel. Disciplinary Panel No. 27 authorized and directed Board counsel to seek settlement of this matter with the provisions contained in this Consent Order.
41. Applicant further understands and agrees that if the Board finds, after due written notice and an opportunity for a hearing, that Applicant has failed to comply with any of the terms of this Consent Order, the Board may immediately impose any sanction provided for by law, including but not limited to suspension or revocation of Applicant's license to practice chiropractic in the State of Kansas. Applicant hereby expressly understands and agrees that, at any such hearing, the sole issue shall be whether or not Applicant has failed to comply with any of the



terms or conditions set forth in this Consent Order. The Board acknowledges that at any such hearing, Applicant retains the right to confront and examine all witnesses, present evidence, testify on his own behalf, contest the allegations, present oral argument, appeal to the courts, and all other rights set forth in the Kansas Administrative Procedures Act, K.S.A. 77-501 *et seq.*, and the Kansas Healing Arts Act, K.S.A. 65-2801 *et seq.*

42. Nothing in this Consent Order shall be construed to deny the Board jurisdiction to investigate alleged violations of the Kansas Healing Arts Act, or to investigate complaints received under the Risk Management Law, K.S.A. 65-4921 *et seq.*, that are known or unknown and are not covered under this Consent Order, or to initiate formal proceedings based upon known or unknown allegations of violations of the Kansas Healing Arts Act.
43. Applicant hereby releases the Board, its individual members (in their official and personal capacity), attorneys, employees and agents, hereinafter collectively referred to as “Releasees”, from any and all claims, including but not limited to those alleged damages, actions, liabilities, both administrative and civil, including the Kansas Judicial Review Act, K.S.A. 77-601 *et seq.* arising out of the investigation and acts leading to the execution of this Consent Order. This release shall forever discharge the Releasees 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 Releasees.

44. Applicant further understands and agrees that upon signature by Applicant, this document shall be deemed a public record and shall be reported to any entities authorized to receive disclosure of the Consent Order.
45. This Consent Order, when signed by both parties, 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.
46. Applicant agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement, even if Applicant is not present. Applicant further acknowledges that the Board may conduct further inquiry as it deems necessary before the complete or partial acceptance or rejection of any offer of settlement.
47. Applicant, by signature to this document, waives any objection to the participation of the Board members, including the Disciplinary Panel and General Counsel, in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member or General Counsel in any future proceedings on the basis that the Board member or General Counsel has received investigative information from any source which otherwise may not be admissible or admitted as evidence.
48. Applicant acknowledges that he has read this Consent Order and fully understands the contents.
49. Applicant acknowledges that this Consent Order has been entered into freely and voluntarily.

50. All correspondence or communication between Applicant and the Board relating to the Consent Order shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Compliance Coordinator, 800 SW Jackson, Lower Level-Suite A, Topeka, Kansas 66612.
51. 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 Consent Order or may become effective subsequent to the execution of this document.
52. Upon execution of this Consent Order by affixing a Board authorized signature below, the provisions of this Consent Order shall become a Final Order under K.S.A. 65-2838. This Consent Order shall constitute the Board's Order when filed with the office of the Executive Director for the Board and no further Order is required.
53. This Consent Order constitutes disciplinary action.
54. The Board may consider all aspects of this Consent Order in any future matter regarding Applicant.
55. Applicant understands that a Temporary License shall be issued based upon Applicant's signing this Consent Order, paying the temporary license fee, **Confidential** and abiding by the terms of this Consent Order. Applicant further understands that the Temporary License is only effective until a conference hearing is held by the Board on ratification of this Consent Order and that if the Board fails to ratify this Consent Order, the Temporary License shall immediately expire at the conclusion

such hearing. If the Board ratifies this Consent Order, Applicant shall be issued an active license under the terms of this Consent Order. Applicant's license will remain subject to all renewal criteria as specified in the Kansas Healing Arts Act.

56. In lieu of conducting a formal proceeding, Applicant, by signature affixed to this Consent Order, hereby voluntarily agrees to the following disciplinary action against his license to engage in the practice of chiropractic:

**CENSURE**

57. Applicant is publicly censured for violating the Kansas Healing Arts Act.

**MONITORING**

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**FINES**

65. Applicant is hereby ordered to pay a CIVIL FINE pursuant to K.S.A. 65-2863a in the amount of \$2,000.00. The total amount of \$2,000.00 shall be due on or before May 15, 2013.

66. In the alternative, Applicant may make monthly payments of \$ 166.57 for eleven (11) months with a twelfth (12<sup>th</sup>) and final monthly payment of \$ 166.63 for a total of \$2,000.00 to be paid over twelve (12) months. The initial payment is due on or before May 15, 2013, with the remainder of the monthly payments due on or before the fifteenth (15<sup>th</sup>) day of each month thereafter.
67. In the event that the Board does not receive a payment due and owing, the total amount of the levied FINE still due shall become immediately due and payable in full upon written notice by the Board to Applicant stating that payment has not been received.
68. Applicant shall make all payments payable to the Kansas State Board of Healing Arts and send all payments to the attention of: Compliance Coordinator, Kansas State Board of Healing Arts, 800 SW Jackson, Lower Level-Suite A, Topeka, Kansas 66612.

#### **TIMEFRAME**

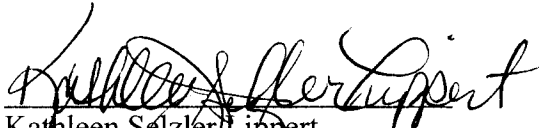
69. The above monitoring provisions are not self-terminating. After a period of one (1) year, Applicant may request modification or termination of the provisions. For any period of time that Applicant is not actively practicing chiropractic in Kansas, the monitoring provisions will remain in effect but will be tolled and not counted towards reducing the one (1) year timeframe.

**IT IS THEREFORE ORDERED** that the Consent Order and agreement of the parties contained herein is adopted by the Board as findings of fact, conclusions of law, and as a Final Order of the Board.

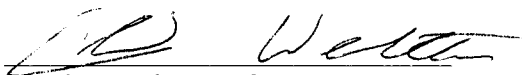
**IT IS FURTHER ORDERED** that upon meeting all technical requirements for licensure, Applicant shall be granted a license, pursuant to the conditions above.

**IT IS SO ORDERED** on this 13 day of March, 2013.

**FOR THE KANSAS STATE  
BOARD OF HEALING ARTS:**

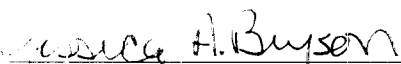
  
Kathleen Selzler Lippert  
Executive Director

3/13/13  
Date

  
Chad J. Welter, D.C.  
Applicant

3-6-13  
Date

PREPARED AND APPROVED BY:

  
Jessica A. Bryson, #22669  
Associate Litigation Counsel  
Kansas Board of Healing Arts  
800 SW Jackson Ave, Lower Level Ste A  
Topeka, Kansas 66612  
785-296-8022

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Consent Order  
Chad J. Welter, D.C.

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that I served a true and correct copy of the Consent Order by United States mail, postage prepaid, on this 14<sup>th</sup> day of March, 2013, to the following:

Chad J. Welter, D.C.  
Applicant  
**Confidential**  
Overland Park, Kansas 66212

And the original was hand-filed with:

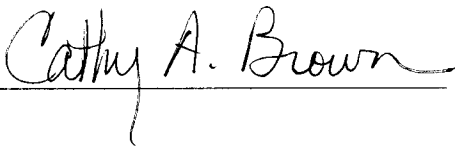
Kathleen Selzler Lippert  
Executive Director  
Kansas Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612

And a copy was hand-delivered to:

Jessica A. Bryson  
Associate Litigation Counsel  
Kansas Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612

Compliance Coordinator  
Kansas Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612

Katy Lenahan  
Licensing Administrator  
Kansas Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612

  
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