

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

DEC 06 2010
K.S. State Board of Healing Arts

In the Matter of)
)
Wasse Zafer, D.C.)
Kansas License No. 01-04097)
)

Docket No.: 09-HA00184
OAH No.: 10-HA0005

CONSENT ORDER

COMES NOW the Kansas State Board of Healing Arts ("Board"), by and through Lori D. Dougherty, Associate Litigation Counsel, and Stacy R. Bond, Associate Litigation Counsel, ("Petitioner"), and Wasse Zafer, D.C., ("Licensee"), by and through his counsel, Terri Z. Austenfeld, and move the Board for approval of this Consent Order affecting Licensee's license to practice chiropractic in the State of Kansas. The Parties stipulate and agree to the following:

1. Licensee's last known mailing address to the Board is: 450 E. Santa Fe, Olathe, Kansas 66061.
2. Licensee is or has been entitled to engage in the practice of chiropractic in the State of Kansas, having been issued License No. 01-04097 on approximately February 8, 1992, and having last renewed such license on approximately January 1, 2009.
3. At all times relevant to the allegations set forth in Petitioner's Petition and Petitioner's First Amended Petition, Licensee held a current and active license to engage in the practice of chiropractic in the State of Kansas.
4. Licensee's license was suspended by an *Ex Parte* Emergency Order on May 1, 2009. A hearing on the emergency suspension was held and the suspension was continued by order of the Presiding Officer, Gary L. Counselman, D.C., on September 17, 2009. Licensee's license is currently on a suspended status.
5. 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.
6. This Consent Order and the filing of such document are in accordance with applicable law and the Board has jurisdiction to enter into this Consent Order as provided by K.S.A.

77-505 and 65-2838. Upon approval, these stipulations shall constitute the findings of the Board, and this Consent Order shall constitute the Board's Final Order.

7. The Kansas Healing Arts Act is constitutional on its face and as applied in this case. Licensee agrees that in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.
8. Licensee voluntarily and knowingly waives his right to a hearing. Licensee 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. Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.
9. 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. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Consent Order on behalf of the Board.
10. The Board has received information and investigated the same, and has reason to believe there are grounds pursuant to K.S.A. 65-2836, 65-2837, and 65-2801 *et seq.* to take action with respect to Licensee's license under the Kansas Healing Arts Act.
11. A Petition and Motion for *Ex Parte* Emergency Order of Suspension and Emergency Proceedings was filed with the Board in this matter on April 30, 2009, alleging grounds for disciplinary action under the Kansas Healing Arts Act. An Amended Petition was filed with the Board in this matter on December 1, 2009. The specific allegations are set forth therein and incorporated into this Consent Order.
12. A formal hearing on the emergency suspension was held May 22, 2009, June 3, 2009, and June 25, 2009. The proceedings were conducted by Presiding Officer Gary L. Counselman, D.C. A Journal Entry, making findings of fact and conclusions of law and upholding the suspension of Licensee's license, was issued by Dr. Counselman on September 17, 2009.

13. Licensee waives his right to contest the allegations contained in the Petition and Amended Petition and consents to a finding that there are grounds for the Board to pursue disciplinary action against his license.
14. Licensee waives his right to contest the findings contained in the September 17, 2009, Journal Entry and consents to a finding that there are grounds for the Board to pursue disciplinary action against his license.
15. Licensee admits no wrongdoing, but acknowledges that if formal hearing proceedings were conducted and Licensee presented no exhibits, witnesses, or other evidence, the Board has sufficient evidence to prove that Licensee has violated the Kansas Healing Arts Act with respect to the above allegations. Licensee further waives his right to dispute or otherwise contest the allegations contained in the Petition and Amended Petition in any future proceedings before the Board.
16. Licensee's acts, as set forth in the Petition and Amended Petition, if proven, constitute violations of the Kansas Healing Arts Act as set forth in K.S.A. 65-2836, as further defined by K.S.A. 65-2837.
17. The Protective Order issued by the Presiding Officer on May 1, 2010, protecting the identity of patients and their records is continued and hereby incorporated into this Consent Order.
18. Pursuant to K.S.A. 65-2836, the Board may revoke, suspend, limit, censure, or place under probationary conditions Licensee's license. Pursuant to K.S.A. 65-2863a, the Board has the authority to impose administrative fines for violations of the Kansas Healing Arts Act.
19. Pursuant to K.S.A.65-2838(b), the Board has authority to enter into this Consent Order without the necessity of proceeding to a formal hearing.
20. All pending investigation materials regarding Licensee were fully reviewed and considered by the Board members who serve on the Board's Disciplinary Panel. Disciplinary Panel No. 23 authorized and directed Board counsel to seek settlement of this matter with the provisions contained in this Consent Order.
21. In lieu of conducting a formal proceeding, Licensee, 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:

SUSPENSION

- (a) Licensee's license is hereby suspended for a period of eighteen (18) months. Licensee shall be given credit for the time his license has been suspended during the pendency of the proceedings.

PROBATION

Term

- (b) Licensee's license shall be placed on probation for a period of three (3) years after the suspension of his license is lifted.

Continuing Education

- (c) Licensee shall attend and successfully complete the CPEP ProBe course at the Licensee's expense. Licensee must provide proof of successful completion of the CPEP ProBe course prior to the lifting of the suspension of his license.
- (d) Licensee shall attend and successfully complete an Affiliated Monitors documentation course at the Licensee's expense. Licensee must provide proof of successful completion of the Affiliated Monitors documentation course prior to the lifting of the suspension of his license.

Compliance Program

- (e) Licensee shall obtain an office compliance audit by Affiliated Monitors within ten (10) days of the lifting of the suspension of his license, at the Licensee's expense.
 - (i) The Compliance Auditor designated by Affiliated Monitors shall have demonstrated training and/or experience in determining whether a health care practitioner or facility is in compliance with all applicable state and federal laws and regulations which affect that provider, and in preparing and implementing compliance plans or programs for such providers.
 - (ii) The Compliance Auditor shall conduct a compliance audit and assessment of Licensee's chiropractic practice for the purpose of determining whether Licensee's practice is in satisfactory compliance with all applicable federal and state laws, rules, and regulations, including but not limited to those laws, rules, and regulations which pertain to the delivery of, documentation of, and/or billing and payment for, health care services. The audit and assessment will remain confidential between Licensee and Affiliated Monitors.

- (iii) The Compliance Auditor shall develop a written Compliance Plan for Licensee, based on the results of the compliance audit and assessment, which identifies the specific preventative and corrective action(s) which Licensee has taken or will take in the future to ensure continuing satisfactory compliance with all applicable federal and state laws, rules, and regulations. The Compliance Plan shall be released to the Board and Licensee shall execute all necessary releases.
- (iv) The Compliance Plan shall address, at a minimum, all of the following:
 - a. The establishment and implementation of written policies and procedures for all aspects of Licensee's practice, including office operations and administration, patient care, response to patient complaints or concerns, clinical record-keeping, confidentiality of patient records and access to such records, and billing and coding procedures;
 - b. The exercise of due diligence with respect to hiring and retention of present and/or prospective employees, if any, and in the delegation of patient care functions to such personnel, if applicable;
 - c. The assurance that all present and/or prospective employees, if any, properly carry out their responsibilities under the Compliance Program, including the reporting of possible compliance problems to the Compliance Monitor;
 - d. The performance of periodic internal reviews as outlined in Paragraph 21(g) below.
 - e. The establishment and implementation of adequate procedures for investigating and facilitating appropriate corrective responses to identified compliance problems and patient complaints and concerns.
- (v) Licensee shall engage the services of Affiliated Monitors to serve as the Compliance Monitor to monitor Licensee's implementation of the Compliance Plan through the three (3) year probation period, and to furnish the Board with written reports concerning Licensee's progress in implementing the

Compliance Plan once every ninety (90) days throughout the probationary licensure period.

- (vi) Licensee shall ensure that the Compliance Monitor conducts a complete and comprehensive administrative and clinical review of Licensee's chiropractic practice at least once every ninety (90) days during the monitoring period, and submits to the Board a written report of the results for each such review. This administrative and clinical review shall identify any and all deficiencies in Licensee's administrative or clinical practices which, in the professional judgment of the Compliance Monitor, reasonably warrant corrective action by Licensee. The Compliance Monitor shall provide a copy of each such report to Licensee. In the event that the Compliance Monitor is unable to complete this administrative and clinical review in a timely fashion due to the Compliance Monitor's own personal and professional commitments, Licensee and Compliance Monitor shall notify the Board in writing of the reasons why Compliance Monitor is unable to complete the review by that date, and the Board, for good cause shown, may extend the deadline for completion of that review and submission of the required report.
- (vii) In a timely manner, Licensee shall take any and all corrective actions which are reasonably necessary to correct any and all deficiencies identified in any of the administrative and clinical reviews conducted by the Compliance Monitor.
- (viii) Licensee expressly agrees that he shall be responsible for all costs and expenses associated with the Compliance Audit and Plan by Affiliated Monitors, and that the Board shall bear no responsibility or liability for the costs of those services.
- (ix) The first such Compliance Report shall be due one hundred twenty (120) days after the Compliance Plan is developed by Affiliated Monitors.
- (x) The Board designates Terry Webb, D.C. to review and approve the training, experience, and qualifications of the Compliance Auditor and Compliance Monitor.

Competency Assessment

- (f) Licensee shall obtain a competency assessment by Affiliated Monitors within (10) days of the lifting of the suspension of his license, at the Licensee's expense. The assessment and any recommendations shall be released to the Board by Affiliated Monitors, and Licensee shall execute all necessary releases. Licensee shall follow any recommendations of Affiliated Monitors to correct any and all deficiencies identified in the competency assessment at Licensee's expense. Licensee shall complete any recommendations in a reasonable timeframe as determined by Affiliated Monitors and submit proof of completion to the Board. All recommendations must be completed prior to the end of the probation period.

Practice Monitoring

- (g) Licensee shall sign a three (3) year contract with Affiliated Monitors for monitoring, prior to the lifting of the suspension of Licensee's license, and provide a copy of the contract to the Board. Monitoring shall be at Licensee's expense. Within thirty (30) days of the lifting of the suspension of his license, the Monitor will make the first review. Monitoring shall include:
- (i) Monitoring of patient charts and billing, with a minimum of twenty-five (25) patient charts for each monitoring visit. Monitors will randomly select charts based on patients seen by Licensee.
 - (ii) Monitors shall observe five (5) patient examinations by Monitor, randomly chosen by the Monitor from patient examinations scheduled for the day.
 - (iii) Monitors shall submit a written report of the results of each such review to the Board. This shall identify any deficiencies in Licensee's practices which, in the professional judgment of the Monitor, reasonably warrant corrective action by Licensee. The Monitor shall provide a copy of each such report to Licensee.
 - (iv) Monitors shall make a minimum of biweekly site visits for the first six (6) months of the monitoring period. Monitors shall thereafter make monthly site visits for the remainder of the three-year monitoring period.
 - (v) Monitoring reports shall be due quarterly to the Board, with the Compliance reports. The first monitoring report shall be submitted with the first

Compliance Review Report, as described in paragraph 21(e)(ix). Licensee shall ensure that the Practice Monitor submits to the Board a written report of the results of each such review. In the event that the Practice Monitor is unable to complete this administrative and clinical review in a timely fashion due to the Practice Monitor's own personal and professional commitments, Licensee and Practice Monitor shall notify the Board in writing of the reasons why Practice Monitor is unable to complete the review by that date, and the Board, for good cause shown, may extend the deadline for completion of that review and submission of the required report.

- (vi) Licensee shall take any and all corrective actions which are reasonably necessary to correct any and all deficiencies identified in any of the practice reviews conducted by the Monitor.
- (vii) Licensee expressly agrees that he shall be responsible for all costs and expenses associated with the Practice Monitoring by Affiliated Monitors, and that the Board shall bear no responsibility or liability for the costs of those services.

Patient Examinations, Records, and X-ray Procedures

- (h) Licensee shall videotape and audiotape all patient examinations. The videotape and audiotape shall be maintained within the patient's chart, properly marked and identified with the patient name and date of examination. The videotapes and audiotapes shall be maintained for the duration of the monitoring period discussed in Paragraph 21(g) above.
- (i) Licensee's x-rays will be properly marked and reviewed by a Chiropractic Radiologist, to be approved by the Board.
- (j) Licensee shall cease the practice of taking "stress" x-ray views of patients.
- (k) Patient records are to be immediately removed from areas of patient access.
- (l) The Board designates Terry Webb, D.C. to review and approve the training, experience, and qualifications of the Chiropractic Radiologist.

COSTS

- (m) Licensee shall pay the costs of the proceedings in the amount of sixteen thousand ~~seven hundred thirty-six~~ ^{four hundred forty-seven} dollars and ~~thirty-seven~~ ^{sixty-seven} cents (~~\$16,736.37~~ ^{\$16,447.67}).

(n) Licensee shall make thirty-six (36) monthly payments, in the amount of four hundred sixty-four dollars and ninety cents (\$464.90), with the first payment due on the 1st day of ~~November, 2010~~ ^{January, 2011}. The final payment shall be in the amount of ~~four hundred eighty-four~~ ^{two hundred} dollars and ~~eighty-seven~~ ^{seventy} cents (~~\$464.87~~ ^{\$288.70}). Payments are due to the Board on the 1st day of every month until paid in full.

22. The above monitoring provisions and limitations are not self-terminating. After a period of three (3) years, Licensee may request modification or termination of the provisions. For any period of time that Licensee is not actively practicing chiropractic in Kansas, the monitoring provisions and limitations will remain in effect but will be tolled and not counted towards reducing the three (3) year timeframe.
23. Licensee must come into and remain in strict compliance with Affiliated Monitors Compliance Program and Monitoring Program as set forth in this Consent Order. That Licensee is hereby advised that any notification from Affiliated Monitors that Licensee is not in compliance constitutes a violation of the Board's order, which may subject Licensee to disciplinary action as set forth in K.S.A. 65-2836.
24. Licensee further understands and agrees that if the Board finds, after due written notice and an opportunity for a hearing, that Licensee 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 Licensee's license to practice chiropractic in the State of Kansas. Licensee hereby expressly understands and agrees that, at any such hearing, the sole issue shall be whether or not Licensee 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, Licensee 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.*
25. 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. 64-4921 *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.

26. Licensee 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 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 Releasees.
27. Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record and shall be reported to any reporting entities authorized to receive disclosure of the Consent Order.
28. 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.
29. Licensee 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 Licensee is not present. Licensee 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.
30. Licensee, 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.

31. Licensee acknowledges that he has read this Consent Order and fully understands the contents.
32. Licensee acknowledges that this Consent Order has been entered into freely and voluntarily.
33. All correspondence or communication between Licensee 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, 235 South Topeka Boulevard, Topeka, Kansas 66603.
34. Any and all progress reports, proof of completed continuing education courses, or other written documentation required by the Consent Order shall be submitted to: Kansas State Board of Healing Arts, Attn: Compliance Coordinator, 235 South Topeka Boulevard, Topeka, Kansas 66603.
35. Licensee shall obey all federal, state and local laws, rules and regulations 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.
36. Upon execution of this Consent Order by affixing a Board authorized signature below, the provisions of this Consent Order shall become an 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.
37. This Consent Order constitutes disciplinary action.
38. The Board may consider all aspects of this Consent Order in any future matter regarding Licensee.

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

IT IS FURTHER ORDERED that the following disciplinary action shall be taken against Licensee's license to engage in the practice of chiropractic:

SUSPENSION

- (a) Licensee's license is hereby suspended for a period of eighteen (18) months. Licensee shall be given credit for the time his license has been suspended during the pendency of the proceedings.

PROBATION

Term

- (b) Licensee's license shall be placed on probation for a period of three (3) years after the suspension of his license is lifted.

Continuing Education

- (c) Licensee shall attend and successfully complete the CPEP ProBe course at the Licensee's expense. Licensee must provide proof of successful completion of the CPEP ProBe course prior to the lifting of the suspension of his license.
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- (e) Licensee shall obtain an office compliance audit by Affiliated Monitors within ten (10) days of the lifting of the suspension of his license, at the Licensee's expense.
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 - (iii) The Compliance Auditor shall develop a written Compliance Plan for Licensee, based on the results of the compliance audit and assessment, which identifies the specific preventative and corrective action(s) which Licensee has taken or will take in the future to ensure continuing satisfactory

compliance with all applicable federal and state laws, rules, and regulations. The Compliance Plan shall be released to the Board and Licensee shall execute all necessary releases.

- (iv) The Compliance Plan shall address, at a minimum, all of the following:
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 - b. The exercise of due diligence with respect to hiring and retention of present and/or prospective employees, if any, and in the delegation of patient care functions to such personnel, if applicable;
 - c. The assurance that all present and/or prospective employees, if any, properly carry out their responsibilities under the Compliance Program, including the reporting of possible compliance problems to the Compliance Monitor;
 - d. The performance of periodic internal reviews as outlined in Paragraph 21(g) below.
 - e. The establishment and implementation of adequate procedures for investigating and facilitating appropriate corrective responses to identified compliance problems and patient complaints and concerns.
- (v) Licensee shall engage the services of Affiliated Monitors to serve as the Compliance Monitor to monitor Licensee's implementation of the Compliance Plan through the three (3) year probation period, and to furnish the Board with written reports concerning Licensee's progress in implementing the Compliance Plan once every ninety (90) days throughout the probationary licensure period.
- (vi) Licensee shall ensure that the Compliance Monitor conducts a complete and comprehensive administrative and clinical review of Licensee's chiropractic practice at least once every ninety (90) days during the monitoring period, and

submits to the Board a written report of the results for each such review. This administrative and clinical review shall identify any and all deficiencies in Licensee's administrative or clinical practices which, in the professional judgment of the Compliance Monitor, reasonably warrant corrective action by Licensee. The Compliance Monitor shall provide a copy of each such report to Licensee. In the event that the Compliance Monitor is unable to complete this administrative and clinical review in a timely fashion due to the Compliance Monitor's own personal and professional commitments, Licensee and Compliance Monitor shall notify the Board in writing of the reasons why Compliance Monitor is unable to complete the review by that date, and the Board, for good cause shown, may extend the deadline for completion of that review and submission of the required report.

- (vii) In a timely manner, Licensee shall take any and all corrective actions which are reasonably necessary to correct any and all deficiencies identified in any of the administrative and clinical reviews conducted by the Compliance Monitor.
- (viii) Licensee expressly agrees that he shall be responsible for all costs and expenses associated with the Compliance Audit and Plan by Affiliated Monitors, and that the Board shall bear no responsibility or liability for the costs of those services.
- (ix) The first such Compliance Report shall be due one hundred twenty (120) days after the Compliance Plan is developed by Affiliated Monitors.
- (x) The Board designates Terry Webb, D.C. to review and approve the training, experience, and qualifications of the Compliance Auditor and Compliance Monitor.

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in the competency assessment at Licensee's expense. License shall complete any recommendations in a reasonable timeframe as determined by Affiliated Monitors and submit proof of completion to the Board. All recommendations must be completed prior to the end of the probation period.

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 - (v) Monitoring reports shall be due quarterly to the Board, with the Compliance reports. The first monitoring report shall be submitted with the first Compliance Review Report, as described in paragraph (e)(ix). Licensee shall ensure that the Practice Monitor submits to the Board a written report of the results of each such review. In the event that the Practice Monitor is unable to complete this administrative and clinical review in a timely fashion due to the Practice Monitor's own personal and professional commitments, Licensee and Practice Monitor shall notify the Board in writing of the reasons why Practice

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- (vii) Licensee expressly agrees that he shall be responsible for all costs and expenses associated with the Practice Monitoring by Affiliated Monitors, and that the Board shall bear no responsibility or liability for the costs of those services.

Patient Examinations, Records, and X-ray Procedures


- (h) Licensee shall videotape and audiotape all patient examinations. The videotape and audiotape shall be maintained within the patient's chart, properly marked and identified with the patient name and date of examination. The videotapes and audiotapes shall be maintained for the duration of the monitoring period discussed in Paragraph (g) above.
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- (k) Patient records are to be immediately removed from areas of patient access.
- (l) The Board designates Terry Webb, D.C. to review and approve the training, experience, and qualifications of the Chiropractic Radiologist.

COSTS

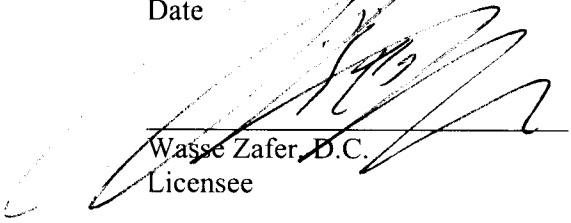
- (o) Licensee shall pay the costs of the proceedings in the amount of sixteen thousand ~~seven hundred thirty-six~~ ^{four hundred forty-seven} dollars and ~~thirty-seven~~ ^{sixty-seven} cents (~~\$16,736.37~~ ^{\$16,447.67}).
- (p) Licensee shall make thirty-six (36) monthly payments, in the amount of four hundred sixty-four dollars and ninety cents (\$464.90), with the first payment due on the 1st day of ~~November, 2010~~ ^{January, 2011}. The final payment shall be in the amount of ~~four hundred sixty-four~~ ^{two hundred eighty-eight} dollars and ~~eighty-seven~~ ^{seventy} cents (~~\$464.87~~ ^{\$288.70}). Payments are due to the Board on the 1st day of every month until paid in full.

IT IS SO ORDERED on this 6 day of ^{Dec} ~~October~~, 2010.

FOR THE KANSAS STATE BOARD OF HEALING ARTS:

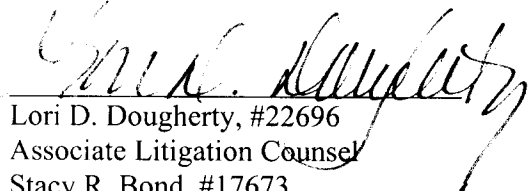

Kathleen Selzler Lippert
Executive Director

12-6-10
Date

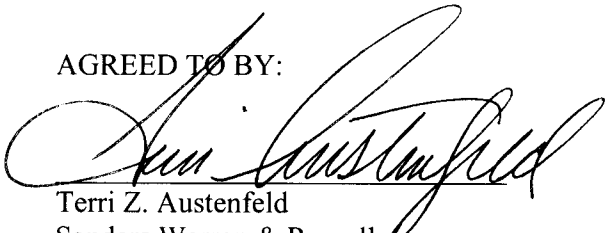

Wasse Zafer, D.C.
Licensee

8-16-10
Date

PREPARED AND APPROVED BY:


Lori D. Dougherty, #22696
Associate Litigation Counsel
Stacy R. Bond, #17673
Associate Litigation Counsel
Kansas Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068
785-368-8212

AGREED TO BY:


Terri Z. Austenfeld
Sanders Warren & Russell
Attorney for Licensee
40 Corporate Woods, Suite 1250
9401 Indian Creek Parkway
Overland Park, KS 66210
913-234-6112

CERTIFICATE OF SERVICE

I, Cathy A. Brown, hereby certify that I served a true and correct copy of the Consent Order by United States mail, postage prepaid, on this 6th day of December, 2010, to the following:

Wasse Zafer, D.C.
450 E. Santa Fe
Olathe, Kansas 66061

Terri Z. Austenfeld
Sanders Warren & Russell
Attorney for Licensee
40 Corporate Woods, Suite 1250
9401 Indian Creek Parkway
Overland Park, KS 66210

And the original was hand-filed with:

Kathleen Selzler Lippert
Executive Director
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068

And a copy was hand-delivered to:

Lori D. Dougherty
Associate Litigation Counsel
Stacy R. Bond
Associate Litigation Counsel
Katy Lenahan
Licensing Administrator
Melissa Massey
Compliance Coordinator
Kansas State Board of Healing Arts
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068

Cathy A. Brown