

BEFORE THE NORTH CAROLINA BOARD OF CHIROPRACTIC EXAMINERS

N.C. BOARD OF CHIROPRACTIC
EXAMINERS

**INFORMAL SETTLEMENT
AGREEMENT**

v.

CHAD MCINTYRE, D.C.
Respondent

This Informal Settlement Agreement, is made between the N.C. Board of Chiropractic Examiners (“Board”), acting through John P. Hammer, in his official capacity as Secretary of the Board (“Secretary”) and Chair of the Chiropractic Review Committee (“Committee”) who presided over the Chiropractic Review Committee’s (“Committee”) interview of Respondent on November 18, 2021; and Chad McIntyre, D.C. (“Respondent”); (collectively, the “Parties”). The Parties agree, for the purposes of resolving a pending disciplinary action and to prevent a potential contested case administrative hearing against Respondent, to the following:

WITNESS THAT:

WHEREAS, the Board received a complaint regarding the actions of the Respondent on October 11, 2021;

WHEREAS, the Board notified Respondent of the complaint against him and provided him an opportunity to respond;

WHEREAS, Respondent subsequently provided to the Board a written narrative responding to – and primarily denying – the allegations raised by Mrs. Buesching;

WHEREAS, the Board staff investigated Mrs. Buesching’s allegations and compiled its findings into an Investigative Report finding that Respondent could be found to be in violation of N.C.G.S. § 90-154.3, N.C.G.S. § 90-154(b)(9), and 21 NCAC 10 .0305;

WHEREAS, on October 29, 2021, Respondent was mailed, via FedEx – return receipt and signature requested, a notification that a Probable Cause Hearing would be conducted on November 18, 2021, to assess the allegations of the complaint;

WHEREAS, on November 1, 2021, the Board received a letter of representation from counsel for Respondent, and Respondent’s counsel was provided with a copy of the investigative report;

WHEREAS, the parties, in addition to counsel for Respondent and counsel for the Board, met for a Probable Cause Hearing on November 18, 2021;

WHEREAS, Dr. Hammer, in his role as the Chair of the Chiropractic Review Committee presiding over the interview in the above-referenced matter,

WHEREAS, the parties wish to resolve and settle this matter without a revocation or suspension of the Respondent's license,

NOW, THEREFORE, pursuant to N.C. Gen. Stat. § 150B-41(c), which authorizes settlement of a contested case by consent, the Parties hereby agree and stipulate as follows:

I. Jurisdiction:

The Board is an occupational licensing board of the State of North Carolina, organized under N.C. Gen. Stat. § 90-139, *et. seq.* The Board has jurisdiction over this matter pursuant to N.C. Gen. Stat. § 90-154 *et. seq.*, N.C. Gen. Stat. § 150B-1, *et. seq.*, and 21 N.C. Admin. Code 10 .0103, *et. seq.*

II. Identification of Applicant/Respondent:

Chad McIntyre ("Respondent") owns Triad Upper Cervical Clinic, located at 432B W Mountain Street Kernersville, NC 27284. Respondent holds a North Carolina Doctor of Chiropractic license number 3947, which was first issued on 04/25/2009, and which has an expiration date of 12/31/2022.

III. Waiver of Rights:

In order to resolve this matter by an Informal Settlement Agreement, Respondent agrees that the Board staff and counsel may discuss this Informal Settlement Agreement with Dr. Hammer in his role as the Presiding Board Member of this matter and any subcommittee that may be assigned to this matter *ex parte* whether or not the Board accepts this Informal Settlement Agreement as written.

IV. Stipulation to Facts:

The Parties stipulate to the following facts:

- A. The Board received a complaint by Amanda Buesching dated October 11, 2021, which alleged that Respondent had committed various violations of the Board's Practice Act and attendant rules as follows.

1. N.C.G.S. § 90-154.3. Acceptable care in the practice of chiropractic

2. N.C.G.S. § 90-154(b)(9) Committing or attempting to commit fraud, deception, or misrepresentation
 3. 21 NCAC 10 .0305 Prepaid Treatment Plan
- B.** On October 11, 2021, the Board initiated its investigation into the allegations made against Respondent by the Complainant.
- C.** The Parties met for a Probable Cause Hearing on November 18, 2021.
- D.** During the Probable Cause Hearing on November 18, 2021, Respondent informed the Review Committee that Mrs. Buesching was a former patient who agreed to and paid for services under three different treatment plans. Respondent further acknowledge that in the later stages of Mrs. Buesching's third treatment plan, it became difficult to produce successful treatment outcomes; but insisted that this was related to other factors outside of his treatments. In June 2021, Mrs. Buesching cancelled her Prepaid Treatment Plan and Respondent acknowledged that he initially denied the request for a refund; but upon receipt of the complaint and further discussion with his attorney, he reimbursed Mrs. Buesching for unused visits from her third treatment plan in the amount of \$347.72. During the PCH, Respondent agreed that the refund due to Mrs. Buesching should have been in the amount of \$412. The difference of \$64.28 was refunded to Mrs. Buesching days before the PCH. Respondent further acknowledged that his Prepaid Treatment Plan document did not contain the required contractual provision verbiage. Respondent disclosed that based upon the clarification of the applicable statute and regulations by his attorney, he has updated his prepaid treatment plan document to comply with the Board's Practice Act.
- E.** The Review Committee questioned the Respondent regarding the standards of care provided to Ms. Buesching. Based on Respondent's responses, it was determined that Respondent may have provided care which departed from standards of acceptable practice. The potential departure involves diagnosis, treatment plans, therapeutic goals, clinical re-exam, outcome assessments, and case summary.
- F.** This acknowledgement by Respondent who also made certain other admissions that, when reviewed together with all of the other evidence contained in the Investigative Report, resulted in Dr. Hammer reaching the conclusion that probable cause exists to show that Respondent has engaged in behavior which violates N.C.G.S. § 90-154.3, N.C.G.S. § 90-154(b)(9) and 21 NCAC 10 .0305.

V. Stipulated Informal Settlement Agreement:

A. Stipulation to Applicable Sections of Law:

Respondent admits the allegations set forth in Paragraphs IV. A-F above, including all subparts, if proven at a hearing, could violate N.C.G.S. § 90-154.3, N.C.G.S. § 90-154(b)(9) and 21 NCAC 10 .0305. If proven, these violations could constitute grounds for disciplinary action.

B. Stipulation to Sanction:

In lieu of a hearing, the Parties hereby enter into this Informal Settlement Agreement, whereby Respondent and the Board agree to the following terms:

1. Respondent admits to the **Stipulation to Facts** above;
2. Respondent shall comply with the statutes and guidelines for the practice of chiropractic care in North Carolina.
3. Respondent's license to practice chiropractic is suspended for a period of thirty (30) days. Such suspension is stayed until six (6) months following the effective date of this Informal Settlement Agreement. If Respondent complies with every term contained within this Informal Settlement Agreement within six (6) months, and otherwise complies with all applicable statutes and rules enforced by the Board, the suspension will be set aside.
4. Respondent shall, within ninety (90) days of the Effective Date of this Informal Settlement Agreement, take the Jurisprudence course and successfully pass the Jurisprudence Exam. The fees associated with this course and exam shall be waived.
5. Respondent shall, at his expense and within ninety (90) days of the Effective Date of this Agreement, obtain a total of 24 hours of continuing education, which shall consist of twelve (12) hours of Examination Procedures and twelve (12) hours of Record Keeping. The 24 hours will NOT count toward Respondent's annual continuing education license renewal requirements. Respondent will submit any proposed coursework for this requirement to the board for PRIOR approval. An example of such a course is: <https://www.dconline.org/courses/risk-management-in-chiropractic-record-keeping/>
6. Respondent will be on probation for twelve (12) months as of the Effective Date of this Agreement. At the end of this period, Respondent

may send a letter to the board requesting that the Probationary status be removed from his license. During the probationary period the Respondent is subject to sporadic audits. Respondent agrees that he will utilize reasonable efforts to cooperate with any valid audit of patient files conducted by the Board, to the extent he has access to or is in possession of the records requested. For purposes of this order, a "valid" Audit is one in which the Board conducts at any time within the probationary period, to include any and all of Respondent's patient files, of the Board's choosing, with at least five (5) business days' notice to Respondent; such notice shall be provided by both electronic correspondence and Fed Ex delivery service to the e-mail address and business mailing address, respectively, that Respondent has on file with the Board at that time. Such criteria that the Board may, but is not required, to use in determining which files it will audit include but are not necessarily limited to: patients treated after the required continuing education courses have been completed by Respondent.

7. Respondent shall, within thirty (30) days of the execution of this order, revise the Prepaid Treatment Plan utilized at Triad Upper Cervical Clinic to ensure that it does not constitute violations of 21 NCAC 10.0305. Respondent must submit the revised Prepaid Treatment Plan to the Executive Director at dr.joe@ncchiroboard.com, for approval.
8. Respondent will incorporate the revised and approved Prepaid Treatment Plan with all current patients and future patients.
9. Respondent shall, within six (6) months from Effective Date of this Agreement, reimburse the Board for a portion of its costs and attorneys' fees in the prosecution of this matter, in the amount of \$2,500.00.
10. Nothing in this Informal Settlement Agreement shall prohibit the Board from investigating new complaints, violations of Board Statutes and Rules, or any other matter within the jurisdiction of the Board.

VII. Public Record

The parties agree that this Informal Settlement Agreement is a public record, as required by N.C. Gen. Stat. § 132-1.3. As such, this agreement is admissible in future disciplinary proceedings. Other related documents that are part of the investigative file and are trial preparation materials are not public records, pursuant to N.C. Gen. Stat. § 132-1.9.

VI. Adverse Action Reporting

The parties agree that this Informal Settlement Agreement contains an adverse action against

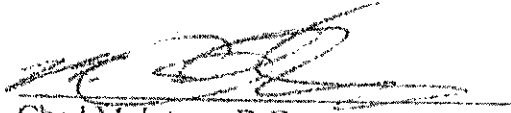
Respondent's license, and, therefore, will be reported to the National Practitioners Data Bank (NPDB).

VII. Compliance with Informal Settlement Agreement:

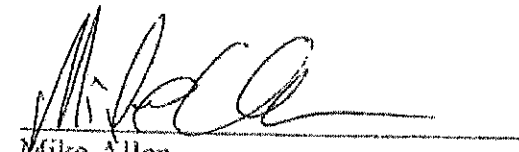
- A. Effective Date: This Informal Settlement Agreement and its provisions are effective on the date of the signature by the Board's Secretary.
- B. Any modification of this Informal Settlement Agreement must be pre-approved in writing by the Board and signed by the Board Secretary or designee before it may be effective.
- C. Failure by the Respondent to meet the terms of this Informal Settlement Agreement, either in substance or in timing, may be a violation of N.C. Gen. Stat. § 90-154(b)(20), subject to a Show Cause Hearing before the Board.
- D. Communications with Respondent regarding compliance with this Informal Settlement Agreement may occur between the Board staff and Respondent.

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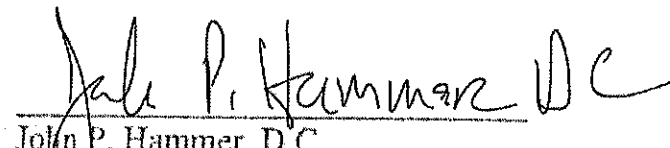
CONSENTED TO THIS THE 25th DAY OF January, 2022.


Chad McIntyre, D.C.
Respondent

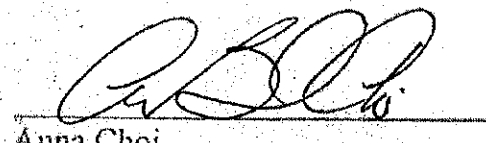
1/11/22
Date


Mike Allen
Counsel for Respondent
Batten Lee, PLLC
4141 Parklake Avenue, Suite 350
Raleigh, NC 27615

1-20-22
Date


John P. Hammer, D.C.
Board Secretary- NCBOCE
9121 Anson Way, Ste 200
Raleigh, NC 27615

1/25/22
Date


Anna Choi
General Counsel for NCBCCE
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Raleigh, N.C. 27609

1-24-2022
Date