

COPY

BEFORE THE WEST VIRGINIA BOARD OF CHIROPRACTIC

WEST VIRGINIA BOARD OF CHIROPRACTIC,  
*Complainant,*

V.

Complaint Nos. 2018-174 & 2019-177

CHRISTOPHER GROSE, D.C.,  
*Respondent.*

REVISED  
CONSENT DECREE AND ORDER

After investigation and due consideration of the above-referenced complaints received and initiated by the West Virginia Board of Chiropractic ("Board"), the Board consolidated the complaints and determined that there was probable cause to believe that Respondent Christopher Grose, D.C. ("Respondent") violated the provisions of West Virginia Code § 30-16-1 *et seq.* and the Legislative Rules promulgated by the Board, West Virginia Code R. § 4-1-1 *et seq.* The Board provided Respondent notice of the complaints against him, and Respondent timely submitted responses to each complaint.

Now, in lieu of a formal hearing, the parties have reached an agreement for the resolution of the above styled matter and agree to entry of the following Findings of Fact, Conclusions of law, and Order in disposition of this matter.

Findings of Fact

1. The Board is a state agency created by West Virginia Code § 30-16-1 *et seq.*, and is empowered to regulate the practice of chiropractic in the State of West Virginia.
2. Respondent is licensed by the Board to practice chiropractic in this State.

3. On November 13, 2018, the Board received a complaint filed against Respondent by B.M. of Beckley, West Virginia. The Board docketed this complaint as Complaint No. 2018-174.

4. According to Complaint No. 2018-174, B.M. had been a patient of Respondent since September of 2017. B.M. alleged, in relevant part, that Respondent informed her that he could “treat, heal, and cure” her kidney and thyroid; that Respondent encouraged her to agree to a cash-only treatment plan for four months; that B.M. paid Respondent a total of \$5,500 in January of 2018, with the expectation that Respondent would cure her kidney and thyroid disease and provide certain supplements as noted on the plan; that Respondent did not provide the supplements promised; that Respondent informed B.M. that her lab work results showed that her kidney function “was not good” and had not improved, but Respondent or his lab refused to provide her copies of her lab work results; and that the lab work conducted by B.M.’s primary care physician showed her kidney function was fine.

5. On January 4, 2019, the Board received Respondent’s response to Complaint No. 2018-174. In relevant part, Respondent stated that for the first three months of B.M.’s treatment, he treated her for knee, hip, and back pain; he denied telling B.M. he could treat, heal, or cure her thyroid or kidneys; that in January of 2018, B.M. paid \$5,500 to begin a four-month treatment plan (32 visits) that did not include the supplements she alleges he failed to provide; that B.M.’s health improved during her treatment; that he could not provide her with lab results because the lab he utilized at the time closed and he was not permitted to access its online portal; and that B.M.’s file is missing from his office.

6. On February 4, 2019, the Board received an email from P.R., another patient of Respondent. P.R. stated that she went to an urgent care for itching skin and was referred to

Respondent; that she saw Respondent in his clinic, and Respondent performed a screen on P.R.'s urine, which showed the presence of nickel and mercury; that Respondent told her he could help her with "supplements and machines;" and that Respondent asked her for \$5,000 up front, which P.R. refused.

7. The Board initiated its own complaint against Respondent based upon the allegations in P.M.'s email. The Board docketed this complaint as Complaint No. 2019-177 and sent it to Respondent by letter on February 20, 2019.

8. Respondent submitted a written response to Complaint No. 2019-177, which the Board received on March 19, 2019. In his response, Respondent stated, in relevant part, that he has patients employed by the urgent care that P.R. visited, explaining the referral to his office; to treat P.R.'s itchy skin, he tested her urine for heavy metals, which was positive for nickel and mercury; to explore the source of the metals in her system and what Respondent perceived as P.R.'s gut and liver problem, Respondent and P.R. discussed P.R.'s prior knee surgery, dental work, and gall bladder and thyroid removal; in order to get P.R.'s body "clean of heavy metals, clean up her gut, liver, and provide her with enzymes to help her digest food," Respondent proposed a four-month (32 visit) treatment plan at a cost of \$5995, or \$5500 if paid upfront; that the treatment plan is not covered by insurance; and that P.R. expressed that she did not have the money for the treatment plan, but continued to call the office.

9. At its regularly-scheduled meeting on May 16, 2019, the Board, by unanimous vote, consolidated the two complaints and determined that there was probable cause to believe that Respondent's alleged conduct violated the law with respect to scope of practice and pre-payment plans.

10. Following the issuance of the above letter, the Board and Respondent, through their respective counsel, engaged in discussion and negotiation regarding the allegations in the complaints. Inasmuch as one of the allegations related to Respondent's pre-payment plan, on November 19, 2019, Respondent submitted a revised pre-payment plan to the Board that complies with the Board's rules and regulations.

11. Additionally, through counsel, Respondent has assured the Board that he does not, and will not, engage in functional medicine or disease-based treatment for his patients as he acknowledges that such is outside the chiropractic scope of practice in this State.

#### Conclusions of Law

1. Under West Virginia Code § 30-16-11, the Board is empowered by to revoke, suspend, reprimand, or otherwise discipline an individual's license to practice chiropractic in this State.

2. West Virginia Code § 30-16-3(4) defines the practice of "chiropractic" in relevant part as "the science and art which utilizes the inherent recuperative powers of the body and the relationship between the neuromusculoskeletal structures and functions of the body, particularly of the spinal column and the nervous system, in the restoration and maintenance of health."

3. "Chiropractic" also includes "the use of diagnostic, analytical and therapeutic procedures specifically including the adjustment and manipulation of the articulations and adjacent tissues of the human body, particularly of the spinal column, including the treatment of intersegmental disorders. Patient care and management is conducted with due regard for environmental and nutritional factors, as well as first aid, hygiene, sanitation, rehabilitation and

physiological therapeutic procedures designed to assist in the restoration and maintenance of neurological integrity and homeostatic balance.” W.Va. Code § 30-16-3(4).

4. Additionally, West Virginia Code § 30-16-18 provides, in relevant part, that “[a]ny chiropractor properly qualified under this article may engage in the use of physiotherapeutic devices, physiotherapeutic modalities, physical therapy and physical therapy techniques.”

5. Respondent’s purported treatment of B.M.’s kidney and thyroid disease and P.R.’s supposed heavy metal toxicity would constitute practice outside of the scope of Respondent’s chiropractic license, which, if true, would render his license subject to discipline by the Board.

6. Section 9 of the Board’s Legislative Rule, entitled “Regulation of Chiropractic Practice,” governs pre-payment plans. Section 9.3 provides as follows:

9.3.a. The sole purpose behind pre-payment plans must be to provide, in good faith, an affordable healthcare plan to the patient. In offering a pre-payment plan, a chiropractor must, in good faith, explain to the patient the scope of the plan, the patient’s rights and responsibilities under the plan, the cost of the plan, and the treatment that will be rendered under the plan.

9.3.b. Any contract for a pre-payment plan must contain, in writing, the following provisions:

9.3.b.1. The pre-payment plan must note the severity of pain from which the patient is suffering at the time the patient enters into the agreement;

9.3.b.2. There shall be a ten (10) day period during which the patient may withdraw from the pre-payment plan without penalty;

9.3.b.3. The pre-payment plan shall state specifically and unambiguously the total cost that the patient will incur under the plan, as well as an estimate of the total cost that the patient would have incurred had the patient sought treatment outside of a pre-payment plan;

9.3.b.4. The pre-payment plan shall specifically describe which chiropractic services are included in the plan and which services are excluded. This description shall include the time frame and the number of visits that are covered by the plan. The plan shall also identify how absences of care will be treated under the plan;

9.3.b.5. The pre-payment plan shall describe how other care shall be handled under the plan if the patient has a subsequent injury that is covered by insurance;

9.3.b.6. The pre-payment plan shall have a clear exit provision that identifies the circumstances under which the plan may be terminated and how any amounts owed for treatment rendered will be billed to the patient;

9.3.c. A signed copy of the pre-payment plan shall be maintained in the patient's treatment file.

W.Va. Code R. § 4-1-9 (2014).

7. Respondent's original pre-payment plan, a copy of which he included with his response to each complaint, did not comply with Section 9.3.b.; however, Respondent's revised pre-payment plan submitted to the Board on November 19, 2019, meets the requirements set forth in

Section 9.3.b. Accordingly, the Board dismisses the complaint insofar as it alleged a violation of 4 CSR 1 § 9.

### Consent of the Licensee

Respondent acknowledges the following:

1. That he has had the opportunity to consult with counsel of his choice and executes this *Consent Decree and Order* voluntarily, freely, without compulsion or duress and mindful that it has legal consequences.
2. That no person or entity has made any promise or given any inducement whatsoever to encourage him to make this settlement other than as set forth herein.
3. That he may pursue this matter through appropriate administrative proceedings and is am aware of his legal rights regarding this matter, but intelligently, knowingly and voluntarily waives such rights.
4. That this *Consent Decree and Order* constitutes the entire agreement between the parties and may not be modified without the written consent of both parties.

### Order

On the basis of the foregoing, the Board does hereby ORDER that:

1. Respondent shall immediately cease any advertisement, treatment, or conduct indicating that he engages in functional medicine or disease-based treatment, as such exceeds the scope of practice set forth in West Virginia Code §§ 30-16-3 and 30-16-18 for the practice of chiropractic in this State.

In the event the Board receives information indicating that Respondent has violated this Consent Decree and Order, the Board may suspend Respondent's license until such time as Respondent comes into compliance. Board shall notify Respondent of the allegations by certified mail and shall provide Respondent the opportunity to respond and to request a hearing to contest the violation of the Consent Decree and Order.

By signing below, Respondent consents to the entry of this *Consent Decree and Order*:

Christopher Grose  
Christopher Grose, D.C.

12/13/19  
Date

ENTERED this 6th day of January, 2020, 2019.

Barry Stowers, D.C.  
Barry Stowers, D.C.  
Chairman  
West Virginia Board of Chiropractic