

Effective Feb. 6, 2003

00005

**BEFORE THE MINNESOTA  
DEPARTMENT OF HEALTH  
HEALTH OCCUPATIONS PROGRAM**

**In the matter of Thomas Champon,  
Lapsed Hearing Instrument Dispenser**

**Stipulation and Consent Order**

IT IS HEREBY STIPULATED AND AGREED by Thomas Champon, (hereinafter "Practitioner"), and the Minnesota Department of Health, (hereinafter "Department"), that without trial or adjudication of any issue of fact or law herein:

**LEGAL AUTHORITY**

1. The Department has statutory authority to discipline hearing instrument dispensers under Minnesota Statutes, section 153A.15. The types of disciplinary action the Department may impose include public reprimands, suspension, revocation, denial of a certificate renewal, revocation or suspension of the right to supervise trainees, the assessment of civil penalties not to exceed \$10,000 for each separate violation, or any other action reasonably justified by the individual case. Pursuant to Minnesota Statutes, section 13.41, disciplinary actions are public data.
2. Minnesota law provides that it is unlawful for any person not holding a valid certificate issued by the Commissioner of Health to dispense a hearing instrument. *See* Minn. Stat. § 153A.14; subd. 4 (2002).
3. Minn. Stat. § 153A.13, subd. 5 defines a dispenser of hearing instruments as a "natural person who engages in hearing instrument dispensing whether or not certified by the commissioner of health or licensed by an existing health-related board...A person who offers to dispense a hearing instrument, or a person who advertises, holds out to the public, or otherwise represents that the person is authorized to dispense hearing instruments must be certified by the commissioner."
4. Minnesota law further provides that: "No person shall sell a hearing aid in this state unless: (a) The dispenser provides the buyer with a 30-day written money back guarantee. The guarantee must permit the buyer to cancel the purchase for any reason within 30 days after receiving the hearing aid by giving or making written notice of cancellation to the dispenser. If the hearing aid must be repaired, remade, or adjusted during the 30-day money-back guarantee period, the running of the 30-day period is suspended one day for each 24-hour period that the hearing aid is not in the buyer's possession." *See* Minn. Stat. § 153A.19, subd. 2 (2002).
5. Minnesota law provides that: "owners of entities in the business of dispensing hearing instruments, employers of persons who dispense hearing instruments, supervisors of trainees, and hearing instrument dispensers conducting the sales transaction at issue are liable for satisfying all terms of the contracts, oral or written, made by their agents, employees, assigns, affiliates, or trainees, including terms relating to products, repairs, warranties, service and refunds." *See* Minn. Stat. § 153A.14, subd. 10 (2002).

6. Minn. Stat. § 153A.14, subd. 6 (2002) requires hearing instruments to be dispensed in compliance with the requirements of the United States Food and Drug Administration. Federal regulations require a hearing aid dispenser to advise prospective hearing aid users to "consult promptly with a licensed physician...before dispensing a hearing aid if the hearing aid dispenser determines... that the prospective user has ...acute or chronic dizziness." 21 C.F.R. § 801.420(c) (2).

7. Minn. Stat. § 153A.15, subd. 1(8) (2002) prohibits hearing aid dispensers from engaging in conduct likely to deceive, defraud or harm the public; or demonstrating a willful or careless disregard for the health, welfare, or safety of a consumer.

8. Minn. Stat. § 153A.19, subd. 2(b)(2002) requires that buyers of hearing aids be given a specific cancellation notice, notifying the buyer that the buyer has 30 days to cancel the purchase and the buyer will receive a specified refund amount. The statute requires the notice shall "state the dollar amount of refund."

9. Minn. Stat. § 153A.15, subd. 1(24)(2002) prohibits a dispenser of hearing instruments from aiding and abetting another person in violating any of the provisions of §§ 153A.13 to 153A.19.

10. Minn. Stat. § 153A.14, subd. 11 (2002) requires dispensers to notify the Commissioner in writing within 30 days of the occurrence of any of the following: (1) a change of address, home or business telephone, or business name; (2) the occurrence of conduct prohibited by § 153A.15; (3) a settlement, conciliation court judgment or award based on negligence, intentional acts, or contractual violations committed in the dispensing of hearing instruments by the dispenser; and (4) the cessation of hearing instrument dispensing activities as an individual or business.

11. Minn. Stat. § 153A.15, subd. 1(15)(2002) requires hearing instrument dispensers to provide information in a timely manner in response to a request by the Commissioner, the Commissioner's designee, or the advisory council. Minn. Stat. § 153A.15, subd. 1(17) (2002) requires dispensers to cooperate with investigations.

#### **BACKGROUND**

For purposes of these disciplinary proceedings, the Department alleges and believes it can prove the following allegations:

1. Practitioner owned and, until sometime in April 2002, operated American Audiology Hearing Clinic (hereinafter "AAHC"), a company that dispensed Coretex brand hearing instruments, sometimes labeled as Lawford hearing instruments. Practitioner also was the President of Sound Advice Hearing Center, Inc., which did business as Coretex Electronics Corporation, the manufacturer of Coretex brand hearing instruments.

2. Practitioner was the subject of two disciplinary actions by the Department; one effective June 24, 1998 for having used a protected title "A" in 1996 without being registered as an Audiologist with

the Department and another effective March 2, 1999 for having used the protected title, "A" after Practitioner's audiologist registration expired and for also not disclosing the existence of the 1998 enforcement action on his audiologist renewal application in violation of Minn. Stat. § 148.5195, subd. 3 (1) (1998).

3. Practitioner first obtained a hearing instrument dispenser trainee authorization on May 9, 1995, which expired on May 31, 1996. The Department issued Practitioner a hearing instrument dispenser certification on May 3, 1996. Practitioner renewed his hearing instrument dispenser certification in 1996, 1997, 1998 and 1999. The application process involved completing an application, including a continuing education form, and paying the correct fee.

4. Practitioner failed to submit a renewal application prior to the expiration of his certification on October 31, 2000.

5. After the Department sent out several reminder letters, it received a certification renewal application from Practitioner on May 29, 2001, which was dated May 25, 2001, but to date, Practitioner had not provided complete responses to all of the questions.

6. In response to Question 1 on the certification renewal application, which asked whether Practitioner had ever dispensed hearing instruments in Minnesota without a certification, Practitioner answered "no". In fact, Practitioner had dispensed two hearing instruments to W.H. on April 12, 2001, and charged W. H. \$5,330.25 for these instruments.

7. Practitioner dispensed 47 hearing instruments to 26 consumers from April to July 2001 as listed below. Practitioner signed those purchase agreements using the Minnesota certification number "6203." That certification number was invalid after Practitioner's certification expired on October 31, 2000.

	Date Sold	To whom	No. Aids	Total Purchase Price
a.	April 12, 2001	W.H.	2	\$5,330.25
b.	June 12, 2001	L.B.	2	\$3,990.00
c.	July 23, 2001	H.A.	2	\$4,263.00
d.	July 23, 2001	M.L.	2	\$2,527.35
e.	July 24, 2001	J.O.	2	\$3,552.00
f.	July 24, 2001	P.D.	2	\$2,486.75
g.	July 24, 2001	C.M.	2	\$4,861.85
h.	July 24, 2001	R.E.	1	\$2,532.43
i.	July 24, 2001	W.T.	1	\$3,146.50
j.	July 25, 2001	D.P.	2	\$4,049.85
k.	July 25, 2001	N.A.	2	\$6,242.25
l.	July 25, 2001	H.S.	1	\$2,030.00
m.	July 25, 2001	C.J.	2	\$4,049.85
n.	July 25, 2001	M.T.	2	\$5,785.50
o.	July 26, 2001	R.C.	2	\$6,242.25
p.	July 26, 2001	D.H.	2	\$2,527.35
q.	July 26, 2001	B.B.	2	\$4,861.85
r.	July 27, 2001	I.B.	2	\$5,176.50
s.	July 27, 2001	M.F.	2	\$1,722.50
t.	July 27, 2001	V.B.	2	\$1,649.38
u.	July 27, 2001	V.S.	1	\$2,385.25
v.	July 27, 2001	M.M.	2	\$6,242.25
w.	July 27, 2001	E.A.	1	\$1,370.25
x.	July 27, 2001	H.P.	2	\$4,861.85
y.	July 28, 2001	E.N.	2	\$6,242.25
z.	July 28, 2001	M.S.	2	\$4,861.85
<b>TOTAL</b>				<b>\$102,991.11</b>

8. Four consumers, D.E., E.H., V.B., and F.Z., purchased hearing instruments from AAHC during 1999, 2001 and 2002 and were improperly denied requested refunds for their hearing instruments as follows: D.E. purchased two hearing instruments from Practitioner on August 20, 1999. One of the hearing instruments quit working the day after she received it, and the other hearing aid caused her ear pain. D.E. made numerous requests for refunds, but Practitioner refused to refund her money until after the Department contacted Practitioner several times about the consumer's complaint. E.H. purchased Coretex brand hearing instruments from AAHC on August 28, 2001 and requested a refund because the hearing instruments hurt E.H.'s ears even after three adjustments. The manager agreed to a full refund, but then failed to refund the complete purchase price. V.B. and F.Z. both returned their hearing aids to AAHC and requested a refund within the 30-day period allowed on their contracts, but neither received a refund.

9. Five consumers, A.D., T.T., D.E., V.M. and D.P. entered into purchase agreements to buy hearing aids from the Practitioner. Those purchase agreements notified the consumers they could cancel the agreement within 30 days of receipt of the hearing aid and the amount of "full price minus 10%" would be refunded to the purchaser. In the sale to T.A., Practitioner calculated the refund using the purchase price of \$4880 when the actual amount of the purchase after computing discounts was \$4,392.

10. On January 16, 2002, F.Z. was asked to sign a "delivery checklist" and on March 13, 2002, F.Z. was asked to sign a "hearing aid return form." Both forms were provided by staff at AAHC, and included a signature line for a representative of AAHC, titled "audiologist/hearing specialist." In both cases the employee who signed on behalf of the AAHC was not an audiologist.

11. Prior to dispensing D.E. hearing instruments on August 20, 1999, Practitioner obtained health information about D.E. indicating that she had experienced "sudden or long term dizziness." Practitioner did not refer D.E. to a licensed physician for follow up.

12. M.S. purchased two hearing instruments from AAHC in October 2001 for \$3,900. When M.S. expressed concerns about the price of the hearing instruments, she felt pressured into buying them by a factory representative who was present during the sale and who said "What's your problem, don't you want to hear better?" The factory representative told M.S. he had to leave town that evening and that he would reduce the price of the hearing aids if she purchased at that time.

13. E.F. purchased two Coretex brand hearing instruments from AAHC on November 8, 2001. He received a warranty on the hearing instruments. One hearing aid stopped working on June 1, 2002. E.F. was told by a former employee of AAHC that the company was not honoring warranties and that it would cost \$95 to have the hearing aid repaired.

14. All consumers of AAHC who purchased hearing instruments have a lifetime service agreement from AAHC and most consumers have warranties of one, two or three years from AAHC. Since AAHC closed its business sometime in April 2002, AAHC consumers have been unable to contact AAHC to have their hearing instruments serviced.

15. Consumers D.E., T.A. and A.D. filed complaints with the Department about hearing aids they purchased from Practitioner. The Department notified Practitioner of those complaints in February 2000 and asked Practitioner about his business practices related to those complaints. Practitioner responded to the Department in March 2000, and although he did respond to the question of whether he had refunded the consumers' money, he failed to answer the Department's questions about his business practices. On August 9 and October 24, 2000, the Department sent Practitioner letters asking him to respond to the questions posed in the February 2000 letters. Practitioner did not respond to these letters.

16. On July 30, 2002, the Competency Review Committee (CRC) of the Hearing Instrument Dispenser Advisory Council met to review consumer complaints against Practitioner. The CRC members concluded the following:

a. D.C. purchased two "completely in the canal" or "CIC" hearing aids from Practitioner in 1998 when he worked for Beltone. On the intake form, D.C. disclosed that she had had mastoid surgery. The CRC concluded that Practitioner should have asked follow up questions about the mastoid surgery and gotten an Ear, Nose and Throat physician's approval before fitting the aids. Mastoid surgery is done to control middle ear infections and CIC aids could be a risky fit because they restrict airflow in ears and that increases risks for ear infections. The CRC also noted that Practitioner did not document what he told D.C. nor what conversations he had with her about the mastoid surgery.

b. A.D. purchased two CIC aids from Practitioner at AAHC in 1999. At the time of sale in December, A.D. told Practitioner she was going to undergo chemotherapy in January and February. She felt high pressured into the sale. The CRC concluded that practitioner appropriately fit the CIC aids, but there was no documentation to show that Practitioner advised A.D. about the effects of chemotherapy on hearing. Chemotherapy can cause hearing loss of up to six months after treatment and this information should be communicated to the client.

c. A.S. purchased one CIC aid for his left ear and Practitioner recommended A.S. have his right Starkey hearing aid rebuilt into a "petite inner ear unit." Practitioner told A.S. that since Practitioner was remaking A.S.' old aid, it was not subject to the 30 day trial period. The CRC concluded Practitioner was deceptive in characterizing the rebuilding of A.S.' "In the Ear" or "ITE" aid into a CIC when Practitioner's own documentation shows that the circuits were totally different and the ITE aid was a 1989 aid which could not be converted to a CIC aid.

d. E.T. purchased two aids on October 1, 1997 from Practitioner when he worked for Beltone. Practitioner had E.T. sign a "Request for Amplification" stating the client had been informed that her "hearing thresholds fall in a range that is usually not considered for amplification [and that she is] experiencing difficulty with communication and [she] is requesting to be fit with amplification". The CRC concluded that Practitioner should not have fit the aids at all and having a consumer sign a "Request for Amplification" is inappropriate. Practitioner should have referred E.T. to a specialist to determine whether there was an auditory processing disorder and Practitioner should have recognized this as a possible problem by the results of the audiogram he took.

17. Practitioner closed AAHC April 1, 2002.

18. Practitioner failed to inform the Department that AAHC had changed its address, changed its telephone number, or that AAHC had gone out of business.

### ORDER

1. Upon this Stipulation, and without any further notice of proceedings, the Division Director hereby ORDERS:

a. Practitioner will refund the amount of \$4,203.10 to V.B., \$1,738.50 to S.P.; and \$5,115.60 to F.Z. within 30 days of the effective date of this Stipulation.

b. Within 14 days of the effective date of this Stipulation, Practitioner will submit a list of all AAHC consumers (names, addresses and telephone numbers) to the Department and indicate who has pending Coretex Lifelong Service Plans, Full Warranty, Loss, Stolen & Damage User Protection and/or Hearing Loss Protections ("warranty plans") and include how many years/months/weeks/days are left for each protection plan, including the delivery date of the hearing aids. Practitioner will reimburse warranty expenses that occur during the term of the full warranty, Loss, Stolen & Damage User Protection and/or Hearing Loss Protections. All AAHC consumers with warranty plans that expired between the date AAHC closed on April 1, 2002, and the effective date of the stipulation will have 60 days from the date of the letter referenced below to submit any warranty claims to Practitioner. Practitioner will also reimburse AAHC consumers who have only the Lifelong Service Plan still in effect at the effective date of this stipulation. Such consumers may submit any claims they incurred by having their hearing aids adjusted or serviced which would have been covered by Practitioner under the Lifelong Service Plan. Such claims may be submitted for six months following the effective date of this stipulation.

c. Practitioner will set aside sufficient funds to reimburse consumers who get their hearing aids serviced and/or repaired by another hearing aid repair/service center within their AAHC warranty plan. Consumers will be notified they may send copies of their service and/or repair receipt, as well as any warranties issued by hearing aid service/repair center, to the Department, addressed to Ms. Terri Vose, Health Care Program Investigator, Minnesota Department of Health, P.O. Box 64975, St. Paul, MN 55164-0975. The Department will then submit these receipts and warranties to the Practitioner who must reimburse each consumer within 14 days of receiving the receipt and warranty. Effective service on the Practitioner will be satisfied by sending the receipts to Practitioner's last known address and/or Practitioner's attorney.

d. Within 21 days of the effective date of this stipulation, Practitioner will send a letter to all of his AAHC consumers informing them they can be reimbursed for any warranty expenses which would have been covered by AAHC that were incurred after AAHC closed if they submit their receipts to the Department and follow the procedure laid out in this stipulation. This letter must be pre-approved by the Department. AAHC consumers with only the Lifelong Service Plan will also be notified, in a letter sent within 21 days of the effective date of this stipulation, how they may obtain service in the future for the hearing aids purchased from Practitioner. This letter also must be pre-approved by the Department.

e. Within three days of complying with letter (d) above, Practitioner will provide the Department with a copy of the letter mailed plus a list of the names and mailing addresses of consumers who were sent the letter.

f. Practitioner is responsible for providing the Department with his current home and business mailing address(es) and telephone number(s) while warranties described above are outstanding. Practitioner has seven (7) days from any change of home and/or business address to

inform the Department in writing of his new information. Practitioner may either mail the information at the address in paragraph 1c above or fax the change to Ms. Terri Vose at (651) 282-5628.

g. Practitioner will pay the State of Minnesota \$10,167, which represents the costs of investigation in this matter, including the costs associated with the CRC review, by paying \$7,625.25 by June 30, 2003 and \$2,541.75 by January 1, 2004. Each certified check must be made payable to "State of Minnesota, Treasurer" and mailed to the address in paragraph 1c above.

h. Practitioner will not seek renewal of his hearing instrument dispenser certification until two years after the effective date of this stipulation. If Practitioner seeks to renew his certification, he must retake the hearing instrument dispenser examination as is required for persons who lapse for two years or more, submit a complete renewal application and fees and comply with the then current qualifications required for certification renewal in Minnesota. At the time of any renewal application review, Practitioner understands the Department will address the issues presented by the CRC in its review of Practitioner's competency in the matters described in paragraph 16 above.

i. Practitioner must cooperate with the Department fully in its responsibility to monitor the terms of the stipulation. Cooperation includes answering the Department in the time requested and responding fully and completely. If the Department receives information that Practitioner has violated the terms of the stipulation or has made misrepresentations to the Department, the Department will notify Practitioner in writing at his last known address and Practitioner shall have the opportunity to respond to the allegations. The Department may consider revocation of Practitioner's certification if Practitioner fails to comply with the terms of this stipulation or has made misrepresentations to the Department. The Department reserves the right to seek reimbursement of its costs of investigation and attorney's fees in any future efforts needed to obtain Practitioner's cooperation and compliance with the terms of this stipulation.

2. The Stipulation and Consent Order shall not in any way or manner limit or affect the authority of the Department to proceed against Practitioner by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or admission of the Practitioner, justifying disciplinary action which occurred before or after the date of this stipulation and which is not directly related to specific acts and circumstances set forth herein.

3. In the event the Division Director in his discretion does not approve this settlement or a lesser remedy than specified herein, this Stipulation and Order shall be of no evidentiary value and shall not be relied upon or used for any purpose by either party. If this should occur and thereafter an administrative contested case is initiated pursuant to Minn. Stat. Chapter 14, Practitioner agrees he will assert no claim that the Division Director was precluded by his review and consideration of this Stipulation or any records relating hereto.

4. This Stipulation contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies this Stipulation.



5. Practitioner understands that this agreement is subject to the Division Director's approval. If the Division Director either approves the Stipulation or makes changes acceptable to the Practitioner, an Order will be issued by the Division Director, upon this Stipulation and Consent Order and all other evidence made available to the Division Director.

6. Practitioner expressly waives the formal hearing and all other procedures before the Department of Health to which Practitioner may be entitled under the Minnesota or United States constitutional, statutes, or rules.

7. Except as otherwise specified, this Stipulation and Consent Order, investigative reports, and related documents shall constitute the entire record upon which this Order is based and shall be filed with the Department. The Stipulation and Consent Order is public data pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("MGDPA"). All other data comprising the record shall not be considered a part of this Stipulation and Consent Order and shall maintain the data classifications to which they are entitled under the MGDPA.

8. A copy of the Stipulation and Consent Order when issued and signed by the Division Director, shall be served by first class mail on Practitioner's attorney, Roger Justin, Rinke Noonan, P.O. Box 1497, St. Cloud, MN 56302-1697. Service via first class mail shall be considered personal service upon Practitioner, at which time this Stipulation and Consent Order shall become effective. Any appropriate federal or state court shall, upon application of the Department, enter its decree enforcing the Order of the Department.

**CONSENT:** Practitioner hereby acknowledges that he has read, understood, and agreed to this Stipulation and Consent Order and has freely and voluntarily signed it.

Dated: 1/30, 2003

Tom Hiendlmayr  
Tom Hiendlmayr, Director  
Health Occupations Program  
Minnesota Department of Health

Dated: \_\_\_\_\_, 2003

Thomas Champion  
Thomas Champion, Practitioner

Upon consideration of this stipulation and all the files, records and proceedings herein by the Division Director, IT IS HEREBY ORDERED that the terms of this stipulation are adopted and implemented by the Division Director on this 30<sup>th</sup> day of January, 2003.

STATE OF MINNESOTA  
DEPARTMENT OF HEALTH

David J. Giese  
David J. Giese, Director  
Health Policy and Systems Compliance Division

Eff. 6/24/98

BEFORE THE MINNESOTA  
COMMISSIONER OF HEALTH

In the Matter of Thomas Champon,  
Hearing Instrument Dispenser  
and Registered Audiologist

STIPULATION  
AND CONSENT ORDER

IT IS HEREBY STIPULATED AND AGREED by Thomas Champon, (hereinafter "Practitioner"), and the Minnesota Department of Health (hereinafter "Department"), and that without trial or adjudication of any issue of fact or law herein:

1. Except as otherwise specified herein, this Stipulation and Order, investigative reports, and related documents shall constitute the entire record herein upon which this Order is based and shall be filed with the Department. The Stipulation and Order is public data pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("MGDPA"). All other data comprising the record shall not be considered a part of this Stipulation and Order and shall maintain the data classifications to which they are entitled under the MGDPA. The following shall constitute the factual basis for the Order:

a. On May 9, 1995, the Department approved Practitioner as an authorized hearing instrument dispenser trainee. Practitioner's trainee status expired on May 31, 1996;

b. In a letter dated May 3, 1996, the Department notified Practitioner that it had approved Practitioner as a certified hearing instrument with an effective date of May 3, 1996 and an expiration date of October 31, 1996. Practitioner maintained his authorization to dispense hearing instruments by renewing his hearing instrument dispenser certificate during October 1996 and October 1997;

c. On April 15, 1996, Practitioner sold hearing instruments to J.O. in the amount of \$969.00. Practitioner signed the consultant line of the purchase agreement using the protected title "CFY-A". Practitioner was not a registered audiologist at the time the J.O. transaction occurred;

d. On May 20, 1996, Practitioner placed an advertisement in a Mankato publication, The Free Press, in which Practitioner used the protected title "MS, CFY-Audiologist". Practitioner was not a registered audiologist at the time this advertisement was published;

e. On August 23, 1996, Practitioner placed an advertisement in the Sentinel Medical Directory in which Practitioner used the protected title "CFY-A". Practitioner was not a registered audiologist at the time this advertisement was published;

f. In a letter dated October 10, 1997, the Department notified Practitioner that it had approved Practitioner's registration as an audiologist with an effective date of October 10, 1997 and an expiration date of January 31, 1998. Practitioner renewed his registration during January 1998. The Department issued a new effective date of February 1, 1998 and an expiration date of January 31, 1999 for Practitioner's registration;

2. Practitioner admits and acknowledges that, for purposes of this Stipulation and Consent Order and any future disciplinary proceedings, proof at hearing that Practitioner engaged in false or misleading advertising or engaged in protected title infringement, as referenced in paragraph one, would constitute a violation of Minn. Stat. § 153A.15, subd. 1(5) and Minn. Stat. § 148.513 and would justify enforcement action by the Commissioner against Practitioner under Minn. Stat. § 153A.15, subd. 2 and Minn. Stat. § 148.5195, subd. 3(4);

3. Practitioner expressly waives the formal hearing and all other procedures before the Commissioner of Health to which Practitioner may be entitled under the Minnesota or United States constitutions, statutes, or rules;

4. Upon this Stipulation record, as set forth in paragraph 1 above, and without any further notice of proceedings, the Commissioner hereby **ORDERS**:

a. Practitioner shall pay a civil penalty, in the amount of \$ 127.46, as authorized by Minnesota Statutes section 153A.15, subd. 2(4) for reimbursement of the Department's costs for investigating the matter described in paragraph 1. Within 30 days of the effective date of the Stipulation, Practitioner shall remit \$ 127.46 by check or money order, payable to "State of Minnesota, Treasurer", and mailed to the attention of: Legal Analyst, Minnesota Department of Health, Health Occupations Program, 121 East Seventh Place, P.O. Box 64975, St. Paul, MN 55164-0975;

5. This Stipulation and Consent Order shall not in any way or manner limit or affect the authority of the Commissioner to proceed against Practitioner by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or admission of the Practitioner, justifying disciplinary action which occurred before or after the date of this stipulation and which is not directly related to specific acts and circumstances set forth herein;

6. If the Department receives evidence that Practitioner has made a misrepresentation to the Department or a client, or has engaged in acts or omissions that would constitute a violation of Minn. Stat. ch. 153A, the Department shall notify Practitioner in writing at the last known address filed with the Department. Practitioner shall have the opportunity to explain the alleged violation or misrepresentation. If Practitioner fails to submit an explanation within 30 days of the Department's notice or if the explanation is unsatisfactory, the Commissioner may suspend Practitioner's certification;

7. In the event the Commissioner in her discretion does not approve this settlement or a lesser remedy than specified herein, this Stipulation and Order shall be of no evidentiary value and

shall not be relied upon or used for any purpose by either party. If this should occur and thereafter an administrative contested case is initiated pursuant to Minn. Stat. ch. 14 and Minn. Stat. § 153A.15, Practitioner agrees he will assert no claim that the Commissioner was precluded by her review and consideration of this Stipulation or any records relating hereto;

8. This Stipulation contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies this Stipulation. Practitioner understands that this agreement is subject to the Commissioner's approval. If the Commissioner either approves the Stipulation or makes changes acceptable to the Practitioner, an Order will be issued by the Commissioner; upon this Stipulation and Consent Order and all other evidence made available to the Commissioner, once the Commissioner has approved it, the Commissioner may issue the Stipulation and Consent Order to Practitioner at any time without further notice;

9. A copy of the Stipulation and Consent Order when issued by the Commissioner, shall be served by first class mail on Practitioner, at Practitioner's last known address. Service via first class mail shall be considered personal service upon Practitioner, at which time this Stipulation and Consent Order shall become effective. Any appropriate federal or state court shall, upon application of the Commissioner, enter its decree enforcing the Order of the Commissioner;


**CONSENT:**

Practitioner hereby acknowledges that he has read, understood, and agreed to this Stipulation and Consent Order and has freely and voluntarily signed it.

Dated: 6-3, 1998

  
Thomas Champon, Practitioner

Dated: 6/8, 1998

  
Susan Winkelmann  
Investigations and Enforcement Supervisor  
Health Occupations Program

Upon consideration of this stipulation and all the files, records and proceedings herein by the Commissioner, **IT IS HEREBY ORDERED** that the terms of this stipulation are adopted and implemented by the Commissioner on this 17th day of June, 1998.

STATE OF MINNESOTA  
DEPARTMENT OF HEALTH

  
ANNE M. BARRY  
Commissioner of Health