



HEALTH OCCUPATIONS PROGRAM
HEALTH REGULATION DIVISION

**In the Matter of Michael Chouinard
Complementary and Alternative Health Care Practitioner**

Stipulation and Consent Order:

IT IS STIPULATED AND AGREED by Michael Chouinard and the Minnesota Department of Health ("Department" or "MDH"), and that without trial or adjudication of any issue of fact or law:

This Stipulation and Consent Order ("Stipulation") and related documents shall constitute the entire record upon which this Stipulation is based. This Stipulation is public data pursuant to Minnesota Statutes, sec. 144.051, subd. 4 and the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

Facts and Law:

1. Minnesota Statute, section 146A.09, subdivision 1 authorizes MDH to regulate unlicensed complementary and alternative health care practice (OCAP) practitioners in Minnesota. This authority includes the ability to take disciplinary action against an unlicensed complementary and alternative health care practitioner that has violated any provision of this chapter.
2. Minnesota Statute, section 146A.08, subdivision 1(e), disciplinary action can be taken against any unlicensed complementary and alternative health care practitioner who advertises in a manner that is false, fraudulent, deceptive, or misleading.
3. Minnesota Statute, section 146A.08, subdivision 1(v), disciplinary action can be taken against any unlicensed complementary and alternative health care practitioner who uses the title "doctor," "Dr.," or "physician" alone or in combination with any other words, letters, or insignia to describe the complementary and alternative health care practices the practitioner provides.
4. MDH alleges, and Mr. Chouinard unconditionally admits, for purposes of this and any future disciplinary proceedings before the Department, the following facts:
 - a. Mr. Chouinard is the owner/operator of DMC Healing, located at 1011 2nd Street North, Suite 100, St. Cloud, Minnesota.
 - b. Mr. Chouinard performs Nambudripad's allergy Elimination Techniques (NAET) as an unlicensed complementary and alternative health care practitioner. Mr. Chouinard is subject to MDH's jurisdiction as defined by Minnesota Statutes, section 146A.01, subdivision 4(a)(11).
 - c. Mr. Chouinard recommends supplements to his clients based on the education and training he has received as an OCAP practitioner.

- d. Mr. Chouinard allowed customers to refer to him as "Dr. Mike" and "Dr. Chouinard." He was also listed as "Michael Chouinard-N.D." on the NAET "Find a Practitioner" website.
- e. Mr. Chouinard is not a naturopathic doctor. He is prohibited from using the titles "Registered Naturopathic Doctor," "Naturopathic Doctor," "Doctor of Naturopathic Medicine," or using in connection with the individual's name, the post-nominal letters "R.N.D.," "N.D.," or "N.M.D." or any other words, letters, abbreviations, or insignia indicating or implying that he is a registered naturopathic doctor.
- f. Mr. Chouinard misled the public when he allowed for the use of "Dr." and "ND" by clients and in public listings for his services.

Order:

1. Mr. Chouinard must immediately cease any and all advertising using any of the protected titles referenced above, unless and until he has obtained registration by the Minnesota Board of Medical Practice.
2. Mr. Chouinard will attempt to ensure that materials with the protected titles are not in circulation. This includes all references online that refer to him as "Dr. Mike" and "Dr. Chouinard" and "Michael Chouinard-N.D."
3. Mr. Chouinard will abide by all requirements set forth by the federal Dietary Supplement Health and Education Act when lawfully marketing or distributing dietary supplements. He will educate customers about the products, including the side effects associated with the distributed supplements.
4. Mr. Chouinard is hereby assessed a civil penalty of \$1,181. This amount reflects MDH's costs of investigation and proceedings to date.
 - a. Mr. Chouinard may pay the civil penalty in monthly installments of \$100 for eleven months and a final payment of \$81 for the twelfth month after the effective date of this action.
 - b. Each payment will be made by check to "State of Minnesota, Treasurer," and mailed to:

Health Occupations Program
ATTN: OCAP Civil Penalty
PO Box 64882
St. Paul, MN 55164-0882
 - c. Each payment is due by the last day of each month.
 - d. Mr. Chouinard may prepay the civil penalty at any time.
 - e. MDH will refer the penalty to the Minnesota Collection Enterprise (MCE), part of the Minnesota Department of Revenue, or any other source for collection, if Mr. Chouinard misses a monthly payment by 14 calendar days after the established deadline.

Rights and Waivers:

Mr. Chouinard waives any claim that he may have against the Department, the State of Minnesota, or any employee thereof, under the Equal Access to Justice Law, Minnesota Statutes, sections 15.471 to 15.475.

For purposes of this Stipulation, Mr. Chouinard waives all procedures and proceedings before the Department to which he may be entitled under the Minnesota and/or United States Constitutions, statutes, and rules. Mr. Chouinard also waives the right to any judicial review or appeal under the Administrative Procedures Act, by writ of certiorari under Minnesota Statutes, section 480A.06, or otherwise from the Order issued by the Assistant Division Director pursuant to this Stipulation.

Binding Effect:

This Agreement is binding upon the Parties, their employees, agents, heirs, administrators, representatives, executors, successors and assignees, and the Parties will assure that their employees, agents, heirs, administrators, representatives, executors, successors and assignees are made aware of this agreement.

No Limited Authority:

This Stipulation does not in any way or manner limit or affect the authority of MDH to proceed against Mr. Chouinard based on any act, conduct or admission of any violation of Minnesota Statute, Chapter 146A, which justifies disciplinary action.

Procedure:

This Stipulation contains the entire agreement between the Department and the Provider, there being no other agreement of any kind, verbal or otherwise, which varies this Stipulation. Provider understands that this agreement is subject to the Assistant Division Director's approval.

Service of Agreement:


By this Stipulation, Mr. Chouinard agrees that a copy of the signed Stipulation will be sent to this mailing address: 1011 2nd Street North, Suite 100, St. Cloud, MN 56303. Mr. Chouinard agrees that service of a certified letter at this address sufficient, at which time this Stipulation will become effective. Any appropriate federal or state court shall, upon application of the Assistant Division Director, enter an order of enforcement of any or all the terms of this Stipulation.

Execution:

Practitioner Michael Chouinard has carefully read the Stipulation, understands the contents of it and signs it under his own free will:

Michael Chouinard, NAST Practitioner 
Print Name/Title Signature

5/3/18
Date

Catherine Dittberner Lloyd 
Manager, Health Occupations Program Signature

05/14/2018
Date

Upon consideration of this Stipulation, by the Assistant Division Director, it is ordered that the terms in this Stipulation are adopted on this 16th day of May, 2018.

Susan Winkelmann
Assistant Division Director

**Minnesota Department of Health
Health Regulations Division**


Susan Winkelmann