

**IN THE MATTER OF**  
**JOHN SCHAEFFER, D.C.**  
**LICENSE NUMBER: S01757**

\* **BEFORE THE MARYLAND BOARD**  
\* **OF CHIROPRACTIC EXAMINERS**  
\* **CASE NUMBER: 04-42 C**  
\* **OAG NO.: 05-BP-181**

\* \* \* \* \*

**CONSENT ORDER**

The Maryland Board of Chiropractic Examiners (the "Board"), charged **John Schaeffer, D.C., License Number S01757**, ("Respondent") under the Maryland Chiropractic Act (the "Act") codified at Md. Health Occ. Code Ann. ("Health Occ.") §§ 3-101 *et seq.* (2005).

Specifically, the Board charged the Respondent with violating Health Occ. § 3-313 (8), (10), (19), and (21) and the COMAR 10.43.14.03, COMAR 10.43.14.04 and COMAR 10.43.14.06.

As a result of negotiations between the Office of the Attorney General, by Alice L. Tayman, Assistant Attorney General, the Respondent, through his attorney Bryan Levitt, Esq., and the Board, the parties agree to enter into this Consent Order consisting of Findings of Fact, Conclusions of Law, and Order.

**FINDINGS OF FACT**

The Board finds that the following facts are true:

1. At all times relevant to these charges, the Respondent was and is licensed to practice chiropractic in the State of Maryland, having been issued license number S01757.
2. On or around September 22, 2004, the Board received a complaint regarding the Respondent.
3. The investigation of the complaint uncovered that the Respondent had been evicted from his office on September 7, 2004 by the Baltimore County Sheriff. The District Court for Baltimore County authorized the eviction after it found that the Respondent was

approximately \$34,324.83<sup>1</sup> in arrears in his rent payments for the office space he leased for his chiropractic office.

4. Prior to the eviction, the landlord provided notice that the eviction would take place immanently. Despite ample warning, the Respondent did not remove any of the items in his office or make any plans for moving or storing his office equipment and treatment records.
5. On the day of the eviction, the Respondent hurriedly put much of his office equipment and patient files in a rented storage unit nearby. At the end of the day, there were several file cabinets and other items belonging to the Respondent's chiropractic office still remaining on the sidewalk, which the Respondent did not pick up.
6. The manager of the property noticed that the file cabinets contained treatment records and moved the file cabinets into a closet on the property. The property manager telephoned the Respondent and informed him that the files had been moved into the closet on the property and directed the Respondent to pick them up.
7. The Respondent did not pick up the patient files until sometime in November; two to three months after the eviction.
8. By leaving the patient treatment records on the sidewalk where passersby could read them and then in the custody of the property manager who *sua sponte* placed them in the storage closet without the Respondent asking him to do so, the Respondent violated Health Occ. § 3-313(19) which prohibits the violation of any rule or regulation adopted by the Board and (21) which prohibits unprofessional conduct. The Respondent also violated COMAR 10.43.14.03(c)(2) and (5) which regulate the conduct of chiropractors

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<sup>1</sup> The management company of the property alleges that he owed several thousand dollars more than this amount because several months went by between the court's finding and the eviction. During that time rent was due and accrued as additional arrears.

and COMAR 10.43.14.06 which requires that patient confidentiality and privacy be respected and that records be properly stored.

**Patient A**

9. Patient A<sup>2</sup> received chiropractic services during 2004 pursuant to a pre-paid treatment contract. Patient A had not exhausted the services for which she had paid in advance at the time the Respondent was evicted. Patient A has not received a refund of the unused portion of her pre-paid contract.
10. By failing to reimburse Patient A for the unused portion of her pre-paid treatment contract, the Respondent violated Health Occ. § 3-313(8) which prohibits unethical conduct in the practice of chiropractic, and (19) which prohibits violation of any Board order or regulation. He also violated COMAR 10.43.14.04.04(B) which prohibits charging for a service not delivered.

**CONCLUSIONS OF LAW**

The Board finds that the Respondent violated the following provisions of the Act and the regulations thereunder:

**Health Occ. § 3-313 , reprimands, suspensions, and revocations.**

Subject to the hearing provisions of § 3-315 of this subtitle, the Board may deny a license to any applicant, reprimand any licensee, place any licensee on probation, with or without conditions, or suspend or revoke a license, or any combination thereof, if the applicant or licensee:

- (8) Is unethical in the conduct of the practice of chiropractic;
- (19) Violates any rule or regulation adopted by the Board;
- (21) Commits an act of unprofessional conduct in the practice of chiropractic;

**COMAR 10.43.14.03 Standards of Practice.**

C. A chiropractor and chiropractic assistant shall:

- (2) Be professional in conduct, with honesty, integrity, self-respect, and fairness;
- (5) At all times respect the patient's dignity, autonomy, and privacy;

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<sup>2</sup> The identity of Patient A is available to the Respondent through the Administrative Prosecutor.

**COMAR 10.43.14.04 Relationship with Patient.**

- B. A chiropractor may not:
- (4) Exploit the professional relationship by:
    - (b) Charging for a service:
      - (i) Not provided[.]

**COMAR 10.43.14.06 Records, Confidentiality, and Informed Consent.**

A chiropractor shall:

- A. Respect and maintain the privacy and confidentiality of the patient;
- B. Disclose the patient's records or information about the patient only with the patient's consent or as required by law;
- C. Adequately safeguard confidential patient information, including storage and disposal of records [.]

**ORDER**

Based on the foregoing Findings of Fact and Conclusions of Law, it is this 9<sup>th</sup> day of Jan/04 by a majority of a quorum of the Board, hereby:

**ORDERED** that the Respondent shall be **REPRIMANDED**; and it is further

**ORDERED** that the Respondent shall repay \$709.00 to Patient A within ninety (90) days of this order; and it is further

**ORDERED** that the Respondent shall practice chiropractic in accordance with the Maryland Medical Chiropractic Act, and in a competent manner, and it is further

**ORDERED** that for purposes of public disclosure, as permitted by Md. State Gov't Code Ann. § 10-617(h) (2004) this document consists of the foregoing Findings of Fact, Conclusions of Law, and Order and that the Board may disclose to any national reporting bank or other entity to whom the Board is mandated to report; and it is further


**ORDERED** that the Respondent shall pay all costs associated with this order, and it is further

**ORDERED** that the conditions of this Consent Order are effective as of the date of this Order; and it is further

**ORDERED** that this Consent Order is a **FINAL ORDER** and, as such, is a **PUBLIC DOCUMENT** pursuant to Md. State Gov't Code Ann. §§ 10-611 *et seq.* (2004).

IT IS SO ORDERED THIS 9<sup>th</sup> DAY OF Jan., 2006

1-9-06  
Date

  
Marc M. Gamerman, D.C., President  
Board of Chiropractic Examiners

**CONSENT OF JOHN P. SCHAEFFER, D.C.**

I, **JOHN P. SCHAEFFER, D.C.**, License Number **S01757** affixing my signature hereto, acknowledge that:

1. I am represented by counsel and I have reviewed this Consent Order with my attorney.
2. I am aware that I am entitled to a formal evidentiary hearing before the Board, pursuant to Md. Health Occ. Code Ann. § 3-315 (2005) and Md. State Gov't. Code Ann. §§10-201 *et seq.* (2004) I waive any right to contest the terms and findings herein, and I waive my right to a full evidentiary hearing and any right to appeal this Consent Order as set forth in § 3-316 of the Act and Md. State Gov't. Code Ann. §§10-201 *et seq.*
3. I acknowledge the validity of this Consent Order as if entered after a formal evidentiary hearing in which I would have had the right to counsel, to confront witnesses, to give testimony, to call witnesses on my own behalf, and to all other substantive and procedural protections provided by law.

4. I voluntarily admit to the foregoing Findings of Fact, Conclusions of Law and Order and submit to the terms and conditions set-forth herein as a resolution of the Charges against me. I acknowledge that by failing to abide by the conditions set forth in this Consent Order, and, following proper procedures, I may suffer disciplinary action, which may include revocation of my license to practice chiropractic in the State of Maryland.

5. I sign this Consent Order without reservation as my voluntary act and deed. I acknowledge that I fully understand and comprehend the language, meaning, and terms of this Consent Order.

1-3-05  
Date  
Approved by: Bryan Levitt John P. Schaeffer, D.C.  
Bryan Levitt, Esq. John P. Schaeffer, D.C.

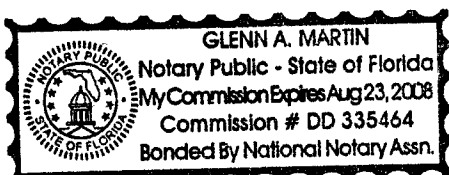
**NOTARY**

STATE OF FLORIDA

CITY/COUNTY OF VOLUSIA

I HEREBY CERTIFY THAT on this 3rd day of JAN, 2006, before me, a Notary Public for the State of FLORIDA and the City/County aforesaid, personally appeared John P. Schaeffer, D.C. and made oath in due form of law that the foregoing Consent Order was his voluntary act and deed.

AS WITNESS my hand and Notarial Seal.



Glenn A. Martin  
Notary Public

My Commission Expires: \_\_\_\_\_

Bryan A. Levitt

LEVITT BEACH, P. A.

Attorneys At Law

The Parsonage

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levittbeach@yahoo.com

James G. Beach, III

HOURLY RETAINER FEE AGREEMENT

{Miscellaneous}

I/We, John P. Schaeffer DC, DABCN, hereby authorize and employ THE LAW OFFICE OF LEVITT BEACH, P.A., to represent and/or institute and carry suit on my behalf against Maryland Board of Chiropractic in respect to the matter of and relating to events involving which occurred on or around Sept. 9, 2004

In consideration of the professional services to be provided by Bryan A. Levitt and/or James G. Beach, III and THE LAW OFFICE OF LEVITT BEACH, P.A. I/We agree to pay an Initial Retainer in the amount of \$ 250.00. When the original Retainer Fee is seventy-five percent {75%} depleted, an Additional Retainer of \$ will be requested. Unless stated otherwise, all work on your case is at the rate of \$ 250.00 per hour. The Retainer must be paid in full prior to any services be rendered on behalf of the Client. As well as any additional fees, consisting of the following:

I/We may terminate the representation of this office at any time, with or without cause, by notifying this firm in writing. My/Our papers and property will be returned to me/us promptly upon receipt of payment for all outstanding fees, expenses and costs, including costs associated with returning the files. Your own files remaining to the case will be retained by the firm. Termination of your services will not affect my/our responsibility for payment of legal services rendered and expense and costs incurred before termination and in connection with an orderly transition of the matter. Please note; that the initial interview is free of charge.

I/We further agree that if I/We should discharge the Law Office of Levitt Beach, P.A. as counsel for the above noted case that I/We will remain responsible for all costs incurred and will be liable to Levitt Beach, P.A. for all work done upon my/our case to the point of discharge, which will be billed at the rate of two hundred and fifty dollars (\$ 250.00) per hour and that such sums due shall be payable in full, upon such discharge.

This case is considered to be:

I/WE HEREBY CERTIFY THAT I/WE HAVE READ THE ABOVE, THAT IT HAS BEEN REVIEWED WITH ME/US AND THAT I/WE UNDERSTAND IT THOROUGHLY. IT IS CORRECT AND FULLY SATISFACTORY AND I/WE APPROVE SAME.

John P. Schaeffer DC DABCN CLIENT / GUARDIAN SIGNATURE

DATE

CLIENT / GUARDIAN SIGNATURE

DATE