

1 Board's statutes and rules. Therefore, Respondent has agreed to enter into this Consent
2 Agreement as an economical and practical means of resolving this case.

3 2. Respondent has read and understands that this Consent Agreement as set
4 forth herein, and has had the opportunity to discuss this Consent Agreement with an
5 attorney or has waived the opportunity. Respondent voluntarily enters into this Consent
6 Agreement for the purpose of avoiding the expense and uncertainty of an administrative
7 hearing.

8 3. Respondent understands that she has the right to a public administrative
9 hearing concerning each and every allegation set forth in the above-captioned matter at
10 which Respondent could present evidence and cross-examine witnesses. By entering
11 into this Consent Agreement, Respondent freely and voluntarily relinquishes all rights to
12 such an administrative hearing, as well as all rights rehearing, review, reconsideration,
13 appeal, judicial review, or any other administrative or judicial action, concerning the
14 matters set forth herein. Respondent affirmatively agrees that this Consent Agreement
15 shall be irrevocable.

16 4. Respondent agrees that the Board may adopt this Consent Agreement or
17 any part of this agreement under A.R.S. § 32-924. Respondent understands that the
18 Board may consider this Consent Agreement or any part of it in any future disciplinary
19 action against her.

20 5. Respondent understands that this Consent Agreement does not constitute a
21 dismissal or resolution of other matters currently pending before the board, if any, and
22 does not constitute a waiver, express or implied, of the Board's statutory authority or



1 jurisdiction regarding any other pending or future investigation, action, or proceeding.
2 Respondent also understands that acceptance of the Consent Agreement does not
3 preclude any other agency, subdivision, or officer of this state from instituting other civil
4 or criminal proceedings with respect to the conduct that is the subject of this Consent
5 Agreement.

6 6. All admissions that Respondent makes in this Consent Agreement are
7 made solely for the final disposition of this matter and any related administrative
8 proceedings or civil litigation involving the Board and Respondent. This Consent
9 Agreement is not to be used for any other regulatory agency proceedings, whether in the
10 State of Arizona or any other state or federal court, except related to the enforcement of
11 the Consent Agreement itself.

12 7. By agreeing to allow the Board to impose the discipline ordered herein,
13 Respondent acknowledges that the Board has evidence from which it could impose
14 discipline under A.R.S. § 32-924(G).

15 8. Respondent acknowledges and agrees that, upon signing this Consent
16 Agreement and returning this document to the Board, Respondent may not revoke his
17 acceptance of the Consent Agreement or make modifications to the document. Any
18 modification to this original document is ineffective and void unless mutually agreed
19 upon by the parties in writing.

20 9. Respondent understands that the foregoing Consent Agreement shall not
21 become effective unless and until the Board adopts it and the Chairman signs it.

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1 1. The Board is the duly constituted authority for the regulation and control
2 of the practice of chiropractic in the State of Arizona.

3 **Complaint number 2018-031**

4 1. On or about December 19, 2017, the Board received information from CD,
5 that the Respondent committed actionable violations of Board statute and rule.
6 Specifically, the complaint alleged that CD started seeing the co-owner and husband of
7 the Respondent for chiropractic treatment in May of 2015. Respondent's partner at the
8 time stated that CD needed a "tens unit" to assist with her chiropractic treatment. CD
9 was told that she would not have to pay for the unit and that insurance would cover it.
10 CD also alleges that she was advised that she needed to turn in any checks she received
11 from her insurance company to the Respondent and her husband so that they could
12 submit them to the "tens unit" provider.

13 2. CD alleges that after turning in the monies to cover the cost of the tens unit
14 she started receiving letters from the owners of the equipment indicating that no
15 payment had ever been made on her behalf. CD reached out to Respondent's staff and
16 was told the matter would be taken care of. At the time the complaint was submitted no
17 payments had been made by the Respondent as indicated to CD. CD provided copies of
18 checks showing the money was deposited into the Respondent's account.

19 **Complaint number 2018-032**

20 1. On November 29, 2017, the Board received information from DL, that
21 while receiving treatment at a facility co-owned by the Respondent and her husband
22 between 6/27/2016 and 2/7/2017, the Respondent committed actionable violations of



1 Board statute and rule. Specifically, DL alleges that he was a patient of the Respondent's
2 husband. While being treated at the facility DL had an agreement with the Respondent's
3 husband to pay 30.00 dollars per visit until he met his deductible and then would provide
4 the husband all of his benefit payments thereafter. DL also purchased the "tens unit"
5 under the impression that he would not be billed for it.

6 2. DL alleges that nine months after his last visit and after the Respondent
7 and her husband divorced he was sent a bill by the Respondent for \$4,169.33. DL
8 alleges that there are discrepancies in the bill he received and that he believes the
9 Respondent was trying to fraudulently collect on monies not owed to her with the threat
10 of collections.

11 **Complaint number 2018-040**

12 1. On February 1, 2018, the Board received information from JD that after
13 receiving treatment from Respondent's husband from March 2016 to September 2016,
14 the Respondent committed multiple actionable violations of Board statute and rule.
15 Specifically, JD alleges that he had an arrangement with the Respondent's husband, the
16 co-owner and other provider at the facility to pay only his and his wife's copay's and
17 that the "insurance company would take care of the rest."

18 2. The complaint further alleges that in 2017 and 2018, Respondent started
19 sending bills to JD in the amount of thousands of dollars from services provided to them
20 by her now ex-husband in 2016. JD alleges he tried for months to get someone to discuss
21 the bills with him to no avail. Respondent did eventually respond and indicated that her
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1 “ex-husband” had no right to make such deals, even though he was an owner at the time
2 and the treating physician for JD.

3 3. The complaint lastly alleges that the invoice he received shows small
4 amounts billed to his insurance company that were paid out, however, when discussing
5 the claims and payments with his insurance provider they had no evidence that the
6 Respondent had ever submitted the invoice or claim to the insurance company and no
7 payment had been made.

8 **Complaint number 2018-044**

9 1. On February 12, 2018, the Board received information from EM that
10 during and after receiving treatment from Respondent’s ex-husband between May 2017
11 and October 2017, Respondent committed multiple actionable violations of Board
12 statute and rule. Specifically, EM alleged that prior to any services being performed she
13 sat down with a care coordinator at Respondent’s office to go over the payments and
14 total obligation with her insurance carrier at which time she agreed to pay the full price
15 up front. They also advised her that because she was out-of-network she would have to
16 bring the checks from her insurance provider to the office. EM continued the service
17 until October 2017. At that time Respondent’s husband indicated to the complainant that
18 he was leaving their practice. Shortly thereafter EM received a bill for 1,400.00.

19 2. EM alleges that she attempted to contact the Respondent’s office about the
20 billing issues but that no one would answer or call her back. Within 3 weeks her bill
21 went from 1,400.00 to 7,000.00 dollars. At this point EM reached out to a lawyer who
22 indicated to Respondent she was billing for services already paid for. In January of 2018



1 the attorney for the complainant was advised that EM's bill was now 12,000.00 dollars.
2 EM alleges that she hadn't received services since October 2017 and yet her bill was
3 going up. EM alleges she was quoted and paid for the plan up-front and was now being
4 billed again.

5 CONCLUSIONS OF LAW

6 1. The Board is the duly constituted authority for licensing and regulating the
7 practice of chiropractic medicine in the State of Arizona pursuant to A.R.S. § 32-900 *et*
8 *seq.*

9 2. The Board possesses subject matter jurisdiction and personal jurisdiction
10 over Respondent pursuant to A.R.S. § 32-900 *et seq.*

11 3. Pursuant to A.R.S. § 32-924(K), the Board may accept the voluntary
12 surrender of an active licensee who admits in writing to having violated the Board's
13 statutes or rules.

14 4. The conduct and circumstances described in the above Findings of Fact
15 constitute grounds for disciplinary action pursuant to A.R.S. § 32-924(A)(5), which
16 states, "Unprofessional or dishonorable conduct of a character likely to deceive or
17 defraud the public or tending to discredit the profession," as it relates to A.A.C. R4-7-
18 902(13), which states, "- Improper billing. Improper billing means:

19 a. Knowingly charging a fee for services not rendered;

20 b. Knowingly charging a fee for services not documented in the patient
21 record as being provided;



1 c. Charging a fee by fraud or misrepresentation, or willfully and
2 intentionally filing a fraudulent claim with a third-party payor;

3 d. Misrepresenting the service provided for the purpose of obtaining
4 payment;

5 e. Charging a fee for a service provided by an unlicensed person who is
6 not a chiropractic assistant under A.R.S. § 32-900 or for services provided
7 by an unsupervised chiropractic assistant; and

8 5. The conduct and circumstances described in the above Findings of Fact
9 constitute grounds for disciplinary action pursuant to A.R.S. § 32-924(A)(16), which
10 states, "Violating or attempting to violate, directly or indirectly, or assisting in or
11 abetting the violation of or conspiring to violate any of the provisions of this chapter or
12 any board order."

13 6. The conduct and circumstances described in the above Findings of Fact
14 constitute grounds for disciplinary action pursuant to A.R.S. § 32-924(A)(26), which
15 states, "Billing or charging a patient or third party payor a higher price than the
16 advertised price in effect at the time the services, appliances, tests, equipment, x-ray
17 examinations or other procedures were provided."

18 **ORDER FOR VOLUNTARY SURRENDER**

19 Based on the Findings of Fact and Conclusions of Law, and pursuant to the
20 authority granted to the Board under A.R.S. § 32-900, *et seq*, **IT IS HEREBY**
21 **ORDERED** that:

1 *Attorney for the Board*

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