

<p>IN THE MATTER OF</p> <p>JOEL STARR, D.C.</p> <p>Respondent</p> <p>License No. 01920</p>	<p>*</p> <p>*</p> <p>*</p> <p>*</p>	<p>BEFORE THE STATE BOARD</p> <p>OF CHIROPRACTIC AND</p> <p>MASSAGE THERAPY EXAMINERS</p> <p>Case Number: 14-89C</p>
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CONSENT ORDER

On June 11, 2015, the Maryland State Board of Chiropractic and Massage Therapy Examiners (the "Board") charged Joel Starr, D.C. (the "Respondent"), License Number 01920, under the Maryland Chiropractic Act (the "Act"), Md. Code Ann, Health Occ. ("H.O.") §§ 3-101 *et seq.* (2014 Repl. Vol.).

Specifically, the Board charged the Respondent with violation of the following provisions of H.O. § 3-313:

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:

- ... (2) Fraudulently or deceptively uses a license;
- ... (21) Commits an act of unprofessional conduct in the practice of chiropractic;
- ... (28) Violates any provision of this title[.]

On December 10, 2015, a conference with regard to this matter was held before the Board's Case Resolution Conference ("CRC"). As a result of the CRC, the Respondent agreed to enter into this Consent Order, consisting of Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. At all times relevant hereto, the Respondent was licensed to practice chiropractic in Maryland. The Respondent was initially licensed on May 11, 1999. The Respondent's license is scheduled to expire on September 1, 2017.
2. The Respondent's license to practice chiropractic does not include the right to practice physical therapy.¹
3. At all times relevant to the current complaint, the Respondent was the co-director of a medical center ("Facility A")² in Silver Spring, Maryland. The Respondent's co-director, "Dr. G", is a chiropractor whose license includes the right to practice physical therapy.
4. On or about December 18, 2014, the Board received a complaint from the Maryland Board of Physical Therapy Examiners (the "PT Board") that the Respondent was practicing physical therapy without physical therapy privileges.
5. The PT Board initially received a complaint on or around July 11, 2014, from Patient A, a female patient of Facility A, that the physical therapist employed at Facility A, "PT 1", performed her physical therapy treatment in a way she believed was inappropriate.³

¹ Pursuant to the Maryland Chiropractic Act, H.O. § 3-301, only a chiropractor who holds a license to practice chiropractic with the right to practice physical therapy may practice chiropractic and physical therapy in Maryland.

H.O. § 3-307 – Scope of license- provides:

- a. *Practice chiropractic.* – Except as otherwise provided in this section, a license authorizes the licensee to practice chiropractic while the license is effective.
- b. *Practice chiropractic and physical therapy.* – A license that includes the right to practice physical therapy authorizes the licensee to practice chiropractic and physical therapy while the license is effective[.]

² Names of the patient, other individuals and the facility are confidential.

³ As a result of Patient A's complaint, the PT Board charged PT 1 with violations of the Physical Therapy Practice Act, which were resolved by Consent Order.

6. In furtherance of the PT Board's investigation, Patient A, PT 1 and the Respondent were interviewed by PT Board staff. In addition, Patient A's records and billing records were subpoenaed from Facility A.
7. The PT Board's investigation revealed that after Patient A's initial appointment with PT 1, she complained to the Respondent about PT 1's conduct and stated that she did not want to be treated by PT 1.
8. Thereafter, with the exception of Patient A's last visit, she was not treated by PT 1. During the remainder of her office visits, Patient A was treated by the Respondent, and on one occasion by Dr. G, who is authorized to practice physical therapy.
9. Patient A was treated at Facility A on the following dates: May 20, 23, 27, 28, June 2, 9 and 12, 2014. Billing records for those dates reveal that Patient A was typically billed for one unit each of: electrical stimulation (CPT code 97014); ultrasound (CPT code 97035); manual therapy (CPT code 97140) and self-care/home management training (CPT code 97535).⁴ PT 1's name appears as the provider of services on the billing record for each of these dates.
10. In furtherance of its investigation, Board staff subpoenaed from Facility A Patient A's treatment records. Treatment records were not initially transmitted for June 12 and June 20, 2014 by Facility A. Facility A later supplemented its response to the subpoena with those treatment records. In addition, although Patient A was

⁴These codes are included in the Physical Medicine and Rehabilitation CPT category. There is a separate CPT code category for Chiropractic Manipulative Treatment.

billed for treatment on May 13, there is not a treatment note that for date, although there is a treatment note (but no billing record) dated May 14, 2014.⁵

11. On each of Patient A's treatment notes that were transmitted in response to the Board's subpoena, PT 1 is documented as the "Provider." All but one of the notes further indicates: "Physical Therapist assisted by: js"⁶ When interviewed by Board staff, the Respondent acknowledged that he provided modalities determined by the PT Board to be within the ambit of physical therapy to Patient A on the dates his initials (js) are noted.
12. When the Respondent was asked why he did not sign Patient A's notes on the dates he provided physical therapy, he stated:

...I believe that the notes, as they are described here with the electronic records, [PT 1] reviews all the notes as the supervising provider. He is the – he's the one that is making sure that everything that's done is proper. Much in the same way if you have a nurse that is carrying out treatments per the providing doctor, the nurse doesn't sign—the nurse's name is not on the note as far as the provider, the doctor's is.

13. When interviewed by PT Board staff, the Respondent stated that he did not believe that his chiropractic license included PT privileges. The Respondent further stated that he was not familiar with the Physical Therapy Practice Act and was "not sure" that he could provide physical therapy under the Maryland Chiropractic Act.

⁵ Upon information and belief, the treatment note contains a typographical error, inasmuch as the treatment was performed on May 13, 2014, the date on the corresponding billing record.

⁶A treatment note dated May 27, 2014 states: "Physical Therapist assisted by mg." Board investigation confirmed that Dr. G treated Patient A on that date.

14. The Respondent further stated that he "was acting as an assistant to [PT 1]" and that PT 1's name appeared in the treatment notes as the provider because PT 1 was the "supervising provider. It's his evaluation."
15. When interviewed by PT Board staff, PT 1 explained the documentation process as follows:

What's standard practice is that when [the Respondent] writes his notes, he – in our documentation system—he pens them to me, which means I do go back and read what has been done, and I, in essence, lock the note, so it cannot be further altered.⁷

16. During the Respondent's interview he stated that he "[did] not believe" that he had contacted either the Chiropractic Board or the Board of Physical Therapy Examiners to determine whether he was authorized to provide physical therapy to patients. The Respondent further stated that "we did encourage [PT 1] to check into it, whether it's with the Practice Act or the Board;" however, the Respondent was unable to produce any documentation that PT 1 had checked with either Board and was not sure whether PT 1 had, in fact, contacted either Board⁸.

CONCLUSIONS OF LAW

The Respondent's conduct, in whole or in part, constitutes The Respondent's conduct, in whole or in part, constitutes unprofessional conduct in the practice of chiropractic, in violation of H.O. § 3-313 (21) and violating any provision of the Act, in

⁷ PT 1 also told PT Board staff that it was his "morning ritual" to review and approve treatment notes written by the Respondent. Review of the treatment notes revealed however that several notes were not approved by PT 1 until several days after treatment was provided.

⁸ PT 1 denied that he independently verified whether the Respondent could practice PT. According to PT 1, no one other than the Respondent had told him that the Respondent could provide physical therapy to patients.

violation of H.O. § 3-313(28). The Board hereby dismisses the charge that the Respondent fraudulently or deceptively used his license, in violation of H.O. § 3-313(2).

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is this 14th day of January, 2015, by a majority of the quorum of the Board:

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

ORDERED that the Respondent is placed on probation for a minimum of one (1) year; and it is further

ORDERED that within the first 180 days of probation, the Respondent shall successfully take and pass the National Board of Chiropractic Examiners' Ethics and Boundaries examination; and it is further

ORDERED that the Respondent is responsible for all costs associated with the Consent Order; and it is further

ORDERED that the Respondent shall practice in accordance with the laws and regulations governing physical therapy; and it is further

ORDERED that, should the Board receive information that the Respondent has violated the Act or if the Respondent violates any conditions of this Order, after providing the Respondent with notice and an opportunity for a hearing, the Board may take further disciplinary action against the Respondent, including suspension or revocation. The burden of proof for any action brought against the Respondent as a result of a breach of the conditions of the Order shall be on the Respondent to demonstrate compliance with the Order or conditions; and it is further

ORDERED that for purposes of public disclosure, as permitted by Md. Code Ann.

General Provisions Article, § 4-333(b), this document consists of the contents of the foregoing Findings of Fact, Conclusions of Law and Order and that the Board may also disclose same to any national reporting data bank to which it is mandated to report.

1-21-16
Date

Jonathan Nou / 102
Jonathan Nou, D.C.
President
Maryland Board of Chiropractic and
Massage Therapy Examiners

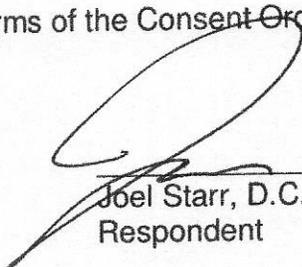
CONSENT

I, Joel Starr, D.C., acknowledge that I have had the opportunity to be represented by counsel before entering this Consent Order. By this Consent and for the purpose of resolving the issues raised by the Board, I agree and accept to be bound by the foregoing Consent Order and its conditions.

I acknowledge the validity of this Consent Order as if entered into after the conclusion of 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 the law. I agree to forego my opportunity to challenge these allegations. I acknowledge the legal authority and jurisdiction of the Board to initiate these proceedings and to issue and enforce this Consent Order. I affirm that I am waiving my right to appeal any adverse ruling of the Board that I might have filed after any such hearing.

I sign this Consent Order after having an opportunity to consult with counsel, voluntarily and without reservation, and I fully understand and comprehend the language, meaning and terms of the Consent Order.

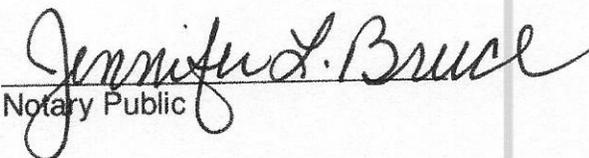
12/18/2015
Date


Joel Starr, D.C.
Respondent

STATE OF MARYLAND
CITY/COUNTY OF Baltimore

I HEREBY CERTIFY that on this 18th day of December 2015, before me, a Notary Public of the foregoing State and City/County personally appeared Joel Starr, D.C., and made oath in due form of law that signing the foregoing Consent Order was his voluntary act and deed.

AS WITNESSETH my hand and notarial seal.


Notary Public

My commission expires: 1/13/17

