

BEFORE THE IOWA BOARD OF CHIROPRACTIC EXAMINERS

IN THE MATTER OF:)	
)	Case No. 00-027
)	
WARREN SHOEMAKER, D.C.))	
License No. 022-04406))	COMBINED STATEMENT OF
)	CHARGES AND SETTLEMENT
RESPONDENT.))	AGREEMENT AND FINAL ORDER
)	

COMES NOW the Iowa Board of Chiropractic Examiners (Board) and Warren Shoemaker, D.C. (Respondent) and file this Combined Statement of Charges, Settlement Agreement and Final Order, pursuant to Iowa Code sections 17A.10(2) and 272C.3(4) (2001):

STATEMENT OF CHARGES

1. The Respondent is licensed to practice chiropractic in the state of Iowa and holds license number 022-04406. The Respondent's license is current and will next expire on June 30, 2002. The Respondent maintains an office in Iowa located at 1127 Blondeau, Keokuk, Iowa.
2. The Board has jurisdiction over the parties and subject matter jurisdiction pursuant to Iowa Code chapters 17A, 147, 151, and 272C.
3. Licenses issued by the Board are subject to the laws of the State of Iowa and to the administrative rules promulgated by the Board.

COUNT I

Respondent is charged with providing chiropractic care in violation of Iowa Code sections 151.9(2), 147.55(5), 272C.3(2)(b), and 272C.4(6), 272C.10(2), and 645 IAC 44.1(2)(b) for his substantial deviation from the standard of learning or skill ordinarily possessed and applied by other chiropractic physicians in the State of Iowa acting in the same or similar circumstances.

COUNT II

Respondent is charged with providing chiropractic care in violation of Iowa Code sections 151.9(2), 147.55(2), 272C.3(2)(b), 272C.4(6), and 272C.10(2), and 645 IAC 44.1(2)(c) through his failure to exercise in a substantial respect that degree of care which is ordinarily exercised by the average chiropractor in the State of Iowa acting in the same or similar circumstances.

COUNT III

Respondent is charged with violating Iowa Code sections 151.9(3), 147.55(3), and 272C.10(3) and the Board's administrative rules at 645 IAC 44.1(3)(b) & (c), 44.1(17), and 40.24(2), (4) & (5) by engaging in practices which violate the Board's ethical principles.

CIRCUMSTANCES

1. The Respondent commenced a doctor-patient relationship with Patient No. 1 in April, 1993.

2. On or about April 30, 1993, the Respondent provided chiropractic treatment to Patient No. 1.

3. Patient No. 1 sought the Respondent's care and treatment for numbness in her arm, chest pains, and dizziness.

4. The Respondent owed Patient No. 1 a duty to adhere to the standard of care for chiropractors.

5. During the administration of chiropractic treatment on or about April 30, 1993, Respondent inappropriately and/or without chiropractic necessity touched Patient No. 1.

6. During the delivery of the alleged chiropractic care, the Respondent made several statements to Patient No. 1 of a sexual nature which were inappropriate and/or without chiropractic necessity.

7. The Respondent's conduct and/or techniques utilized were without chiropractic necessity.

8. The Respondent's delivery of care deviated from the standard of learning or skill possessed and applied by other chiropractic physicians acting in the same or similar circumstances.

9. The Respondent failed to exercise the degree of care ordinarily exercised by the average chiropractor in his treatment of Patient No. 1.

10. The Respondent's conduct was harmful or detrimental to the public

and Patient No. 1, constituted improper advances or remarks to Patient No. 1, and violated the Respondent's ethical and professional obligations.

11. The Respondent has engaged in conduct which violated the laws and rules governing the practice of chiropractic and the Board has jurisdiction to initiate a disciplinary proceeding in this case.

SETTLEMENT AGREEMENT AND FINAL ORDER

12. The Board has jurisdiction over the parties and the subject matter.

13. Execution of this Combined Statement of Charges and Settlement Agreement constitutes full resolution of this disputed claim. By executing this Combined Statement of Charges and Settlement Agreement, the Respondent expressly waives the right to any such hearing and all attendant rights, including the right to appeal, on the charges contained in the Statement of Charges and further agrees that this Combined Statement of Charges and Settlement Agreement shall constitute the Final Order of the Board in this case.

14. Respondent is freely and voluntarily entering into this agreement, and he agrees that the State's counsel may present this agreement to the Board and may have ex parte communications with the Board about this agreement. In agreeing that the State may present this agreement to the Board, the Respondent waives any challenge or claim that the Board was prejudiced by consideration of the agreement in the event that the Statement

of Charges proceeds to a hearing. See 645 IAC 12.1; 645 IAC 9.7.

15. This Combined Statement of Charges and Settlement Agreement is subject to approval of the Board. If the Board approves this Combined Statement of Charges and Settlement Agreement, it becomes the final disposition of the matter and the terms of this agreement shall become effective on the date signed by the Board Chair. If the Board fails to approve this Combined Statement of Charges and Settlement Agreement, it shall be of no force or effect to either party, and may not be relied upon or introduced by either party as evidence to support or defend the Statement of Charges.

16. This agreement shall be part of the permanent record of the Respondent and shall be considered by the Board in determining the nature and severity of any disciplinary action to be imposed in the event of future violations.

17. This Combined Statement of Charges and Settlement Agreement are public documents available for inspection and copying in accordance with the requirements of Iowa Code chapter 22 (2001).

18. The Respondent does not contest before the Board the allegations of the current charges.

19. To resolve these charges, the Respondent agrees to extend the period of probation imposed by the Board in case number 99-020 by an

additional term of two years to July 28, 2005, subject to the following terms and conditions:

a. The Respondent shall be prohibited from engaging in acupuncture, acupressure, applied kinesiology, or meridian therapy unless he completes course work offered by an institution approved by the Council on Chiropractic Education (CCE) and by the Board and provides the Board with documentation that he has passed proficiency exams for the use of these treatment techniques and procedures.

b. The Respondent shall continue compliance with the review process set forth in term 3 on page 18 of the July 25, 2000, order of the Board. (Attached). If a different reviewer is necessary at any period of the probation, the Respondent shall have the new receiver approved by the Board.

c. The Respondent shall submit quarterly written reports to the Board during his probationary period appraising the Board of his progress in completing the terms and conditions imposed under this order.

d. The Respondent agrees to appear before the Board upon request. The Respondent shall be given reasonable notice of the date, time, and place for any appearances. Any such appearance shall be subject to the waiver provisions of 645 IAC 9.7; the Respondent waives any objection to a Board member participating in the appearance and later participating as a decision

maker in a contested case proceeding.

e. The Respondent shall act in accordance with Iowa law and the Board's administrative rules governing the practice of chiropractic in Iowa.

20. The Board reserves the right to review Respondent's compliance with the terms of this Agreement at any time.

21. Any violation of the terms of this Agreement is grounds for further disciplinary action, upon notice and opportunity for hearing, for failure to comply with an order of the Board, in accordance with Iowa Code section 272C.3(2)(a).

22. This Informal Settlement Agreement and Final Order shall not be binding as to any new complaints received by the Board.

This Informal Settlement is approved by the Board on this 26th day of September, 2001.