

NORTH CAROLINA  
GUILFORD COUNTY

NORTH CAROLINA BOARD OF  
CHIROPRACTIC EXAMINERS

In the Matter of the )  
Complaint against: )  
JOHN L. BRODAR, D.C. and )  
STEVE J. BRODAR, D.C., )  
Respondents )

DECISION OF THE  
BOARD OF EXAMINERS

THIS MATTER coming on to be heard before the Board of Examiners on April 23, 1987 and May 28, 1987, at its regular meetings; the Board, having considered the evidence of record and the arguments of counsel, makes the following:

FINDINGS OF FACT

1. Dr. Eagles, Dr. Keith, Dr. Vaughn and Dr. Miller were present at the initial hearing on April 23, 1987. After 3 1/2 hours of testimony, the hearing was recessed until May 28, 1987. At the resumption of the hearing, Dr. Eagles was absent, but by stipulation between the Board and the respondents the remaining members of the original panel participated in the decision rendered herein. Dr. Trull was present at both sessions but did not vote due to his prior participation in the probable cause hearing.
2. At the time of the events complained of, respondents John L. Brodar and Steve J. Brodar were citizens and residents of Davidson County, North Carolina, and were licensed chiropractors maintaining a joint office and clinic in Lexington, North Carolina.
3. This matter came before the Board upon the complaint of U.S. Snider as filed with the Secretary on January 28, 1987.
4. The respondents were given written notice of this hearing by the attorney for the Board on April 7, 1987. The respondents were present and represented by counsel at the hearing.

5. The charge against Drs. John and Steve Brodar, as set forth in Mr. Snider's complaint, was that they committed fraudulent acts in connection with the delivery of and charging for chiropractic services, in violation of G.S. 90-154(b)(14). The acts alleged to be fraudulent were misrepresenting the cost of treatment to Mr. Snider and charging him for office visits that did not take place.
6. The complainant, U.S. Snider, is a resident of Davidson County, and is self-employed as an electrical contractor and backhoe operator.
7. On December 1, 1986, Mr. Snider presented himself at the Brodar Chiropractic Offices seeking relief from back pain. He was first seen by Dr. John Brodar in Dr. Brodar's private office.
8. Dr. John Brodar took Mr. Snider's blood pressure and palpated his neck and upper back. He did not attempt to perform an extensive examination. Mr. Snider expressed intense concern about the cost of treatment. At his insistence, he and Dr. Brodar entered into a detailed discussion of fees at the Brodar Clinic and various forms of insurance coverage. This discussion lasted thirty to forty-five minutes.
9. Mr. Snider came away from his discussion with Dr. John Brodar under the impression that the charge for treating his back problem would be \$20.00 per office visit and that the only additional charge would be for X-rays taken on the first visit.
10. Dr. John Brodar knew he would be leaving the clinic within a day or two on a three-week business trip and so he did not attempt to treat Mr. Snider. Instead, he turned Mr. Snider over to Dr. Steve Brodar. Dr. Steve Brodar examined Mr. Snider, took two cervical-thoracic X-rays, released some trigger points of the trapezius muscle and performed an adjustment. Dr. Steve Brodar told the patient to return the following day.
11. At the conclusion of the office visit, Mr. Snider indicated that he wanted

to pay his bill with his company check. Dr. Steve Brodar wrote out a receipt containing the following notations:

(1) Charge for office visit:	\$ 20.00
(2) Charge for X-ray:	36.00
(3) Total Charges this Date:	56.00
(4) Paid this Date:	56.00
(5) New Balance	(none indicated)

12. Mr. Snider gave Dr. Brodar a check for \$56.00, took the receipt, and left the Chiropractic offices thinking he had no unpaid balance for service on December 1, 1986.
13. At the time of Mr. Snider's first visit, it was standard bookkeeping practice at the Brodar Chiropractic Offices to maintain an information card on each patient. The card contained a brief history, examination results and dates of service. The treating physician would make entries upon a patient's card, noting the services performed during each office visit but entering no notation as to the charges. At a later time, a chiropractic assistant would transpose treatment dates from the patient's information card to a ledger card, calculate and insert charges, and use the ledger card for billing purposes.
14. Shortly after the initial office visit, Dr. Steve Brodar made an entry of services rendered to Mr. Snider on his information card. Later in December, a chiropractic assistant, using Dr. Brodar's notes, calculated that the total fee for services rendered on December 1, 1986 was \$147.00. She credited Mr. Snider with payment of \$56.00, leaving a balance of \$91.00.
15. On December 2, 1986, Mr. Snider returned for his second office visit. At the conclusion of the visit, he told the employee at the front that he could not make a payment that day, but that he wanted a "receipt". His intention was to obtain a statement of the charges incurred that day. The employee,

- Mrs. John L. Brodar, gave him a "receipt" showing current charges of \$20.00 and a new balance of \$20.00. The "receipt" for December 2, 1986, was issued on exactly the same form as the true receipt given the day before.
16. The statement of charges issued by Mrs. Brodar on December 2, 1986 conformed to Mr. Snider's expectations and reinforced his perception that each office visit cost \$20.00.
  17. The charge ultimately entered on Mr. Snider's ledger card for services rendered on December 2, 1986, was \$38.00.
  18. Mr. Snider did not request and was not given receipts or statements of charges for office visits after December 2, 1986. However, the charge which was entered on his ledger card after every subsequent visit exceeded \$20.00.
  19. Mr. Snider had made no payments since the first visit and had accrued an unpaid balance which he elected to submit to his wife's group insurer. After his final office visit on January 2, 1987, Dr. Steve Brodar asked him to sign two blank insurance claim forms which were to be completed by clinic personnel and forwarded to the insurer. Mr. Snider signed the forms and left. However, later that day he called the chiropractic offices to ask the amount of his unpaid balance. His ledger card indicated a balance of \$467.00, which was several hundred dollars more than he anticipated. Thereafter, he refused to allow the submission of the insurance claim and filed a complaint with the Board of Examiners regarding the discrepancy in charges.
  20. The oral statements made by Dr. John L. Brodar on December 1, 1986, together with the receipt issued by Dr. Steve Brodar, actively misled Mr. Snider as to the charges which were being billed to his account. Mr. Snider was further misled by the so-called receipt (in actuality, a statement of current charges) issued by Brodar office personnel on December 2, 1986.
  21. At hearing, the number of office visits which Mr. Snider kept at the Brodar

Clinic from December 3, 1986 to January 2, 1987 was disputed. Mr. Snider testified that he received treatment on December 1st, 2nd, 8th, 10th, 12th and January 2nd. The respondents offered evidence in the form of sign-in register sheets purportedly showing that Mr. Snider had also come to the clinic on December 3rd, 5th, 15th and 29th. Mr. Snider denied the authenticity of his signature for those dates. A handwriting expert offered by the respondents testified that in his opinion the signatures were authentic. The Board expressly declines to make any finding of fact as to whether or not Mr. Snider was treated on the disputed dates.

Based on the foregoing Findings of Fact, the Board makes the following:

CONCLUSIONS OF LAW

1. This Board is duly constituted and has jurisdiction of subject matter. The respondents have been given notice as required by law, and the complaint is properly before the Board for adjudication.
2. Making oral representations to a prospective patient that the charge for office visits will be a fixed amount, then charging his account a greater amount without disclosing the actual charge to him constitutes fraudulent conduct in the charging for chiropractic services.
3. Maintaining an office practice whereby patients are given a receipt after each visit which indicates that there is no unpaid balance while at the same time actually charging greater or additional fees and thus creating an unpaid balance which is not disclosed to the patient constitutes fraudulent conduct in the charging for chiropractic services.

Based on the foregoing Findings of Fact and Conclusions of Law, the North Carolina Board of Examiners enters the following:

FINAL AGENCY DECISION

IT IS ADJUDGED that John L. Brodar and Steve J. Brodar engaged in fraudulent acts in the charging for chiropractic services during the period December 1, 1986 through January 2, 1987 by making oral representations and giving receipts or statements of current charges to U.S. Snider which indicated that the cost of each of his office visits was \$20.00 when he was in fact being charged a greater sum.

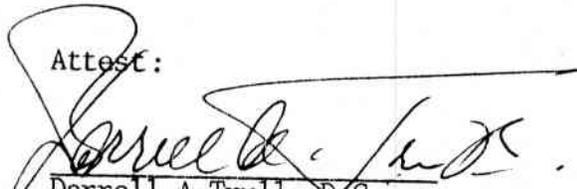
WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that:

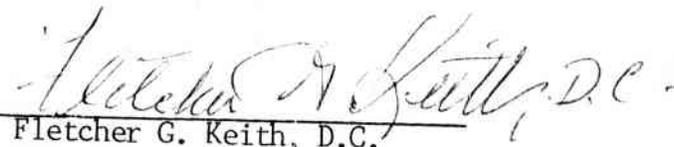
1. The licenses of John L. Brodar and Steve J. Brodar to practice chiropractic in the State of North Carolina be and are hereby suspended for thirty days;
2. The disciplinary sanctions imposed in the preceding paragraph are suspended for one year, and the respondents are placed on probationary status;
3. The respondents are directed to satisfy the Board of Examiners within sixty days that their billing practices conform to this order;
4. The complainant's allegations that the respondents charged him for office visits which did not take place is dismissed as unproven.

This the 6 day of November, 1987.

  
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William H. Carlisle, D.C.  
President

Attest:

  
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Darrell A. Trull, D.C.  
Secretary

  
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Fletcher G. Keith, D.C.  
Vice-President