

Matthew Ellis, D.C.

Case Number: 2007 CHR 008

Disciplinary Synopsis: 30 Day Suspension – Stayed
Please see a copy of the discipline for complete details.

Date of Action: November 1, 2007



State of Ohio

Ohio State Chiropractic Board

Kelly A. Caudill, Executive Director

CONSENT AGREEMENT

Case No. 2007 CHR 008

BETWEEN

License No. 3567

MATTHEW F. ELLIS, D.C.

AND THE

OHIO STATE CHIROPRACTIC BOARD

1. For purposes of this case, this Consent Agreement is entered into by and between Matthew F. Ellis, D.C. (hereinafter "Dr. Ellis"), and the state of Ohio, State Chiropractic Board (hereinafter "Board"), a state agency responsible for enforcing chapter 4734 of the Ohio Revised Code. Dr. Ellis and the Board have agreed to enter into this Consent Agreement (hereinafter "Agreement"), which the parties have determined to be in their mutual best interests, and the best interest of the citizens of Ohio.

ACKNOWLEDGEMENT

2. Dr. Ellis is aware of his right to representation by counsel, the right of being formally charged and of having a formal adjudicative hearing and does hereby freely execute this Agreement and choose to take the actions described herein. Dr. Ellis accepts and agrees to the terms and conditions of this Agreement and enters into same knowingly, intelligently and voluntarily. Dr. Ellis hereby waives his rights to have a formal adjudication hearing under Chapter 119 of the Ohio Revised Code and all other substantive and procedural protections afforded by law, including but not limited to, the right to a hearing before the Board, the right to confront and cross-examine witnesses against him, the right to testify if he so chooses and to call witnesses on his behalf, the right to be represented by an attorney at every stage of the proceedings against him, and the right to attorney's fees under Chapter 119, Ohio Revised Code.

3. The Board enters into this Agreement in lieu of formal proceedings based upon Dr. Ellis's violation of Ohio Revised Code Section 4734.31 (C)(7) and Ohio Administrative Code Section 4734-9-06 (C) and (F) as set forth in paragraph 5 below, and expressly reserves the right to institute formal proceedings based upon any other violation of Chapter 4734 of the Ohio Revised Code, whether occurring before or after the effective date of this Agreement.

4. In consideration of the foregoing and mutual promises hereinafter set forth, Dr. Ellis and the Board hereby agree to the following:

ADMISSIONS

5. Being advised of those rights, Dr. Ellis ADMITS that he commenced into a relationship with Patient A that impaired his professional judgment and engaged in discussions of an intimate sexual nature with Patient A that were not related to Patient A's legitimate needs.

6. Dr. Ellis's conduct as described in Paragraph 5 constitutes an action or actions for which the Board may impose sanctions against a licensed chiropractor pursuant to Ohio Revised Code Section 4734.31 (C)(7) which states in pertinent part: "The board may take the actions specified in division (B) of this section for any of the following reasons: (7) A violation or attempted violation of this chapter or the rules adopted under it governing the practice of chiropractic;" and Ohio Administrative Code Sections 4734-9-06 (C) and (F) which state: "(C) The doctor-patient relationship requires the chiropractic physician to exercise the utmost care that he or she will do nothing to exploit the trust and dependency of the patient. A chiropractic physician shall make every effort to avoid other types of relationships that impair his or her professional judgment or risk the possibility of exploiting the confidence placed in them by a patient. (F) No chiropractic physician shall engage in a discussion of an intimate sexual nature with a patient unless the discussion is related to legitimate patient needs. Such discussion shall not include gratuitous, non-therapeutic discussion by the chiropractic physician of sexual topics."

AGGRAVATING/MITIGATING FACTORS

7. In determining sanctions, the Board considered disciplinary precedent as well as relevant facts and circumstances, including the specific misconduct and the following aggravating and mitigating factors: Aggravating: Negative public perception of the chiropractic profession. Mitigating: Absence of a prior disciplinary record; timely good faith effort to rectify consequences of misconduct; cooperative attitude towards the proceedings; and receipt of a report from a qualified health care professional that Dr. Ellis is able to safely, competently and ethically practice chiropractic.

DISCIPLINARY ACTION

8. Dr. Ellis AGREES that he shall be SUSPENDED from the practice of chiropractic in the state of Ohio for a term of 30 days. 30 days of said suspension is hereby STAYED by the Board in return for Dr. Ellis's full compliance with this Agreement.

9. Dr. Ellis AGREES to earn 12 hours of continuing education in the topic of ethics and boundaries. Said continuing education must be pre-approved by the Board and shall not count towards Dr. Ellis's annual continuing education requirement for license renewal.

10. Dr. Ellis AGREES to take and successfully pass, with a score of 375 or greater, the Ethics and Boundaries Examination offered by the National Board of Chiropractic Examiners (NBCE) no later than March 1, 2008. Dr. Ellis shall cause the NBCE to directly furnish the Board with a transcript of his Ethics and Boundaries Examination score. Furthermore, Dr. Ellis AGREES that should he achieve a score of less than 375, he shall retake the examination on each date the examination is offered thereafter until he passes the examination with a score of at least 375.

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Agreement, Dr. Ellis shall provide a copy of this Agreement by certified mail, return receipt requested, to the proper chiropractic licensing authority of any state or jurisdiction in which he currently holds any chiropractic license. Dr. Ellis further agrees to provide a copy of this Agreement by certified mail, return receipt requested, at the time of application to the proper licensing authority of any state (other than Ohio) in which he applies for any chiropractic license. Further, Dr. Ellis shall provide the Board with a copy of the return receipts as proof of notification within thirty days of receiving the return receipt.

FAILURE TO COMPLY

12. If, in the discretion of the Board or its Designate, Dr. Ellis appears to have violated or breached any term or condition of this Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Agreement.

13. If, following notice and an evidentiary hearing pursuant to Chapter 119 of the Revised Code, Dr. Ellis is found by the Board to have violated any of the terms of this Agreement, the Board may suspend Dr. Ellis from the practice of chiropractic in the state of Ohio up to and including 30 days, based solely upon a violation of this Agreement.

14. If Dr. Ellis's conduct in violating this Agreement is also a violation of Ohio Revised Code Chapter 4734 or Ohio Administrative Code Chapter 4734, the Board may, following notice and an evidentiary hearing pursuant to Chapter 119 of the Revised Code, impose any additional penalty as provided by law.

ACKNOWLEDGMENTS / LIABILITY / RELEASE

15. Any action initiated by the Board based on alleged violations of this Agreement shall comply with the Administrative Procedure Act, Chapter 119, of the Ohio Revised Code.

16. Dr. Ellis hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

17. This Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code and shall be reported to the Official Actions Database maintained by the Federation of Chiropractic Licensing Boards and the federal Healthcare Integrity and Protection Data Bank. Dr. Ellis acknowledges that his social security number will be used to report this action to said reporting entities.

EFFECTIVE DATE

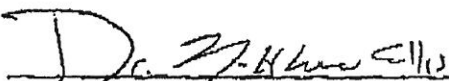
18. It is expressly understood that this Agreement is subject to ratification by the Board prior to signature by the Board President and shall become effective immediately on the date of approval by the Board.

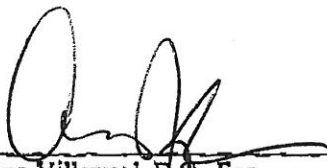
RESPONDENT AND ATTORNEY REVIEW

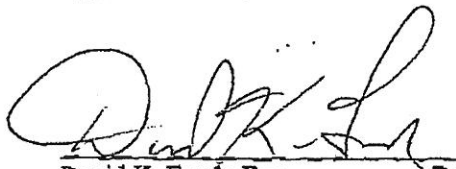
19. Dr. Ellis acknowledges that he has read this Agreement, that he has had an opportunity to discuss it with his attorney, that he fully understands this Agreement, and that he is voluntarily signing this Agreement. Dr. Ellis agrees that he has been represented satisfactorily by competent and effective legal counsel of his choosing throughout the process of negotiating and approving this Agreement.

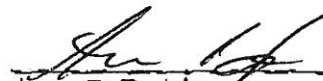
For the Respondent:

For the State of Ohio:


Matthew F. Ellis, D.C. Date 10/31/07


Anna Villarreal, D.C., Esq. Date 11-1-07
President


David K. Frank, Esq. Date
Mazanec, Raskin, Ryder & Keller Co., L.P.A.


Aaron D. Epstein Date 11-2-07
Assistant Attorney General
Health & Human Services Section
Ohio Attorney General Marc Dann