STATE OF FLORIDA
BOARD OF CHIROPRACTIC MEDICINE

DEPARTMENT OF HEALTH,

Petitioner,

vs. 

MICHAEL ANTHONY LAMPE, D.C.,

Respondent.

________________________________________

FINAL ORDER ADOPTING SETTLEMENT AGREEMENT

THIS MATTER came before the Board of Chiropractic Medicine (Board) at a duly-noticed public meeting on August 23, 2019, in Orlando, Florida. Petitioner filed an Administrative Complaint seeking disciplinary action against Respondent’s license to practice as a chiropractic physician. A copy of the Administrative Complaint is attached to and incorporated as part of this Final Order.

Petitioner and Respondent have stipulated to a disposition of this case. After considering the presentation of the parties and reviewing the record of the case, the Board voted to ACCEPT the Settlement Agreement, which is hereby incorporated by reference. It is, therefore

ORDERED that the Settlement Agreement offered by the parties is ACCEPTED.

This Order shall become effective upon filing with the Clerk of the Department of Health.

DONE AND ORDERED this 9th day of September, 2019.

BOARD OF CHIROPRACTIC MEDICINE

[Signature]

Anthony B. Spivey, D.B.A., Executive Director
on behalf of Danita T. Heagy, D.C., Chair
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by US Mail to: Michael Anthony Lampe, D.C., 1831 North Belcher Road, Suite C-1, Clearwater, FL 33765 and by electronic mail to and by email to Rose Garrison, Esq., Prosecution Services Unit, Department of Health, at Rose.Garrison@flhealth.gov and lawrence.harris@myfloridalegal.com, on September 18, 2019.

Deputy Agency Clerk
STATE OF FLORIDA
BOARD OF CHIROPRACTIC MEDICINE

DEPARTMENT OF HEALTH,

PETITIONER,

v. Case No. 2018-06091

MICHAEL ANTHONY LAMPE, D.C.

RESPONDENT.

SETTLEMENT AGREEMENT

Pursuant to Section 120.57(4), Florida Statutes, the above named parties hereby offer this Settlement Agreement (Agreement) to the Board of Chiropractic Medicine (Board)\(^1\) as disposition of the Administrative Complaint, in lieu of any other administrative proceedings. The terms herein become effective only if and when a Final Order accepting this Agreement is issued by the Board and filed with the Agency Clerk of the Department of Health. In considering this Agreement, the Board may review all investigative materials regarding this case. If this Agreement is

\(^1\) For purposes of this Settlement Agreement, where terms of the Agreement require the Board to undertake action or grant approval, the Board can appoint a representative or designee to act in its stead. In light of this, references to the "Board" can also refer to the Board's designee.
not accepted by the Board, the Agreement and its presentation to the Board shall not be used against either party.

**STIPULATED FACTS**

1. For all times pertinent herein, Respondent was a licensed chiropractic physician in the State of Florida, having been issued license number CH 8529.

2. Respondent was charged by an Administrative Complaint with violating Chapter 460, Florida Statutes. The Administrative Complaint was filed by the Department of Health (Department) and properly served upon Respondent.

3. Respondent neither admits nor denies the factual allegations in the Administrative Complaint and is entering into this Settlement Agreement for the purpose of settlement in these administrative proceedings only.

**STIPULATED LAW**

1. Respondent admits that Respondent is subject to the provisions of Chapters 456 and 460, Florida Statutes, and the jurisdiction of the Department of Health and the Board.
2. Respondent admits that the stipulated facts, if proven true, constitute violations of Florida laws as alleged in the Administrative Complaint.

3. Respondent admits that the Settlement Agreement is a fair, appropriate, and reasonable resolution to this pending matter.

**PROPOSED DISPOSITION**

1. **APPEARANCE:** Respondent is required to appear before the Board at the meeting of the Board where this Settlement Agreement is considered.

2. **DISCIPLINE:** The Board shall issue a reprimand on the license of Respondent.

3. **FINE:** The Board shall impose an administrative fine of six thousand five hundred dollars ($6,500.00) against the license of Respondent. Respondent acknowledges that the timely payment of the fine is Respondent's legal obligation and responsibility. Respondent shall pay the fine by either cashier's check or money order made payable to the Board of Chiropractic Medicine within two (2) years of the filing of the Final Order issued in this matter. Respondent shall send payment(s) to:

   *Florida Department of Health, Division of MQA/Client Services, P.O. Box 6320, Tallahassee, FL 32314-6320.*
4. **COSTS:** Pursuant to Section 456.072(4), Florida Statutes, Respondent shall pay all actual costs associated with the investigation and prosecution of this matter. Actual costs will be determined at the time this Settlement Agreement is presented to the Board, but shall not exceed three thousand five hundred dollars ($3,500.00). Respondent shall pay all costs by either cashiers check or money order made payable to the Board of Chiropractic Medicine within two (2) years of the filing of the Final Order issued in this matter. Respondent shall send payment(s) to: Florida Department of Health, Division of MQA/Client Services, P.O. Box 6320, Tallahassee, FL 32314-6320.

5. **CONTINUING EDUCATION:** Within twelve (12) months of the filing of the Final Order adopting and incorporating this Agreement, Respondent shall successfully complete continuing education in the following subject, unless another or additional subject area is designated by the Board:

   1. **Laws and Rules** three (3) hours of Board approved laws and rules continued education.

   2. **Ethics and Boundaries:** three (3) hours of Board approved continuing education courses in the area of Ethics and Boundaries.

These continuing education hours shall be in addition to the continuing education hours normally required for renewal of
Respondent's license. **Home study courses will not be accepted** to satisfy this condition. Unless otherwise approved by the Board, said continuing education course(s) shall consist of the formal, live lecture format. Upon completion of the course, Respondent shall provide documentation to the Board verifying successful completion, and documentation of course content shall be submitted to the Department of Health Compliance Unit, Bin C76, P.O. Box 6320, Tallahassee, Florida 32314-6320, Attention: Board of Chiropractic Medicine Compliance officer, within twelve (12) months from the date of the filing of the Final Order in this cause regardless of whether some or any of such documentation was provided previously during the course of any audit or discussion with counsel for the Department. Should Respondent be unable to demonstrate the level of competency recommended by failing to achieve competency within the assigned level, Respondent shall be restricted from performing those chiropractic procedures until remediation is completed.

6. **RESTRICTION OF PRACTICE:** Respondent’s practice is restricted in that Respondent must maintain a log (Patient Log) of all patient visits which includes the date of the visit, patient diagnosis, and treatment rendered, and the amount billed for services.
Respondent must maintain the Patient Log during the duration of Respondent’s probation period in this matter.

7. **PROBATION/ PRACTICE RESTRICTIONS:** Effective on the date of the filing of the Final Order incorporating the terms of this Settlement Agreement, Respondent’s license to practice chiropractic medicine shall be placed on probation for a period of one (1) year. The purpose of probation is not to prevent Respondent from practicing chiropractic medicine. Rather, probation is a supervised educational experience designed by the Board to make Respondent aware of certain obligations to Respondent’s patients and the profession; and to ensure Respondent’s continued compliance with the high standards of the profession through interaction with another chiropractic physician with appropriate expertise. To this end, during the period of probation, Respondent shall comply with the following obligations and requirements:

**A. Restrictions During Probation:** During the period of Probation, Respondent’s license shall be restricted as follows:

i. **Indirect Supervision:** Respondent shall practice only under the indirect supervision of a Board-approved chiropractic physician, hereinafter referred to as the “monitor,” whose responsibilities are set by the Board.
Indirect supervision does not require that the monitor practice on the same premises as Respondent, however, the monitor shall practice within a reasonable geographic proximity to Respondent, which shall be within fifty (50) miles unless otherwise provided by the Board and shall be readily available for consultation. The monitor shall be Board Certified in Respondent’s specialty area unless otherwise provided by the Board. In this regard, Respondent shall allow the monitor access to Respondent’s medical records, calendar, patient logs or other documents necessary for the monitor to supervise Respondent as detailed below.

**B. Required Supervision:**

i. If the terms of the Settlement Agreement include indirect monitoring of the licensee’s practice or direct monitoring of the licensee’s practice, Respondent shall not practice chiropractic medicine without an approved monitor/supervisor, as specified by this Settlement Agreement, unless otherwise ordered by the Board.

ii. The monitor/supervisor must be a licensee under Chapter 460, Florida Statutes, in good standing and without restriction or limitation on his license. In addition, the Board may reject any
proposed monitor/supervisor on the basis that he has previously been subject to any disciplinary action against his medical license in this or any other jurisdiction, is currently under investigation, or is the subject of a pending disciplinary action. The monitor/supervisor must be actively engaged in the same or similar specialty area unless otherwise provided by the Board and be practicing within a reasonable distance of Respondent’s practice, a distance of 50 miles unless otherwise specifically provided for in the Settlement Agreement. The Board may reject any proposed monitor/supervisor for good cause shown.

C. Mechanism for Approval of Monitor/Supervisor:

i. Temporary Approval – The Board confers authority on the Chairman of Board to temporarily approve Respondent’s monitor/supervisor. To obtain this temporary approval, Respondent shall submit to the Chairman the name and curriculum vitae of the proposed monitor/supervisor at the time this agreement is considered by the Board. Once a Final Order adopting the Agreement is filed, Respondent shall not practice chiropractic medicine without an approved monitor/supervisor. Temporary approval shall only remain in effect until the next meeting of the Board.

ii. Formal Approval – Respondent shall have the monitor/supervisor with Respondent at Respondent’s first probation
appearance before the Board. Prior to the consideration of the monitor/supervisor by the Board, Respondent shall provide to the monitor/supervisor a copy of the Administrative Complaint and Final Order in this case. Respondent shall submit a current curriculum vitae and a description of current practice form the proposed monitor/supervisor to the Board office no later than 14 days before Respondent’s first scheduled probation appearance. Respondent’s monitor/supervisor shall also appear before the Board at such other times as directed by the Board. It shall be Respondent’s responsibility to ensure the appearance of the monitor/supervisor as directed. Failure of the monitor/supervisor to appear as directed shall constitute a violation of the terms of the Settlement Agreement and shall subject Respondent to disciplinary action.

D. Change in Monitor/Supervisor: In the event that Respondent’s monitor/supervisor is unable or unwilling to fulfill the responsibilities of a monitor/supervisor as described above, Respondent shall immediately advise the Board of this fact. Respondent shall immediately submit to the Chairman the name of a temporary monitor/supervisor for consideration. Respondent shall not practice pending approval of this temporary monitor/supervisor by the Chairman. Furthermore, Respondent shall make arrangements with his
temporary monitor/supervisor to appear before the Board at its next regularly scheduled meeting for consideration of the monitor/supervisor by the Board. Respondent shall only practice under the auspices of the temporary scheduled meeting of the Board at which the issue of the Board’s approval of Respondent’s new monitor/supervisor shall be addressed.

E. Responsibilities of the Monitor/Supervisor: The monitor shall:

i. Review Respondent’s Patient Log of all patient visits with diagnosis, treatment rendered, and amount billed.

ii. Maintain contact with Respondent on a frequency of at least once per quarter. If the Respondent does not timely contact the monitor, then the monitor shall immediately report this fact in writing to the Board.

iii. Submit reports on a quarterly basis, in affidavit form which shall include:

1. A brief statement of why Respondent is on probation;

2. A description of Respondent’s practice;

3. A statement addressing Respondent’s compliance with the terms of probation;
4. A brief description of the monitor’s relationship with Respondent;

5. A summary of the dates the monitor went to Respondent’s office, any discrepancies noted on the Patient Log that Respondent is required to maintain as a term of probation, and the dates Respondent contacted the monitor as referenced above; and

6. Report any violations by Respondent of Chapters 456 or 460, Florida Statutes, and the rules promulgated thereto, to the Board immediately.

iv. Respondent’s monitor shall appear before the Board at the first meeting of said board following commencement of the probation, and at such other times as directed by the Board. It shall be Respondent’s responsibility to ensure the appearance of Respondent’s monitor to appear as requested or directed. If the approved monitor fails to appear as requested or directed by the Board, Respondent shall immediately cease practicing chiropractic medicine until such time as the approved monitor or alternate monitor appears before the Board.

**F. Reports from Respondent:** Respondent shall submit quarterly reports in affidavit form, the contents of which the Board, may further specify, but which shall include:

i. A brief statement of why Respondent is on probation;
ii. A description of practice location;

iii. A description of current practice;

iv. A brief statement of compliance with probationary terms;

v. A description of the relationship with monitoring chiropractic physician; and,

vi. A statement addressing compliance with any restrictions or requirements imposed, including the requirements of a Patient Log under paragraph 6 Restrictions of Practice.

**G. Appearances:** Respondent shall appear before the Board of Chiropractic Medicine at the first board meeting after probation commences, at the last meeting of the board preceding scheduled termination of probation, and at such other times as requested by the Board. The Board staff of the date, time and place of the board meeting at which Respondent’s appearance is required shall notice Respondent. Failure of Respondent to appear as requested or directed shall be considered a violation of the terms of this Agreement, and shall subject Respondent to disciplinary action.

**H. Continuity of Practice:**

i. **Tolling Provisions:** In the event Respondent leaves the State of Florida for a period of 30 days or more, or otherwise does not
treat patients or engage in the active practice of Chiropractic Medicine in the State of Florida, then the following provisions of Respondent’s probation shall be tolled as enumerated below and shall remain in a tolled status until Respondent returns to active practice in the State of Florida:

a. The time period of the probation shall be tolled;

b. The provisions regarding supervision by another chiropractic physician, and required reports from the monitor shall be tolled; and,

c. The provisions regarding Respondent’s preparation of reports detailing compliance with this Settlement Agreement shall be tolled.

ii. Active Practice: In the event that Respondent leaves the active practice of chiropractic medicine for a period of one year or more, the Board may require Respondent to appear before the Board and demonstrate his ability to practice chiropractic medicine with skill and safety to patients prior to resuming the practice of chiropractic medicine in this State.

7. **FUTURE CONDUCT:** In the future, Respondent shall not violate Chapter 456 or 460, Florida Statutes, or the rules promulgated pursuant thereto, or any other state or federal law, rule or regulation
relating to the practice or the ability to practice chiropractic medicine. Prior to signing this Settlement Agreement, the Respondent shall read Chapters 456 and 460, Florida Statutes, and the Rules of the Board of Chiropractic Medicine, at Chapter 64B2, Florida Administrative Code.

8. **VIOLATION OF TERMS:** It is expressly understood that violating any of the terms of this Agreement shall be considered a violation of a Final Order of the Board, for which disciplinary action may be initiated pursuant to Chapters 456 and 460, Florida Statutes.

9. **SETTLEMENT AGREEMENT SUBJECT TO BOARD APPROVAL:** It is expressly understood that this Agreement is subject to approval by the Board and has no force or effect until the Board adopts, incorporates or bases an Order, properly filed, upon it.

10. **BOARD REVIEW NONPREJUDICIAL TO FURTHER PROCEEDINGS:** Respondent executes this Agreement for the purpose of avoiding further administrative action with respect to this particular case. In this regard, Respondent authorizes the Board to review and examine all investigative file materials concerning Respondent prior to or in conjunction with consideration of this Agreement. Respondent agrees to support this Agreement at the time it is presented to the Board and shall
offer no evidence, testimony, or argument that disputes or contravenes any stipulated fact or conclusion of law. Furthermore, should the Board not accept this Agreement, the parties agree that the presentation and consideration of this Agreement and other documents and matters by the Board shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration or resolution of these proceedings.

11. **ADDITIONAL PROCEEDINGS:** Respondent and the Department of Health fully understand that this Agreement and subsequent Final Order incorporating same, will in no way preclude additional proceedings by the Board and/or Department of Health against the Respondent for acts or omissions not specifically set forth in the Administrative Complaint, attached as Exhibit "A," filed in this cause.

12. **WAIVER OF ATTORNEY FEES:** Respondent waives the right to seek attorney fees or costs from the Department of Health in connection with this disciplinary proceeding.

13. **WAIVER OF JUDICIAL REVIEW AND CHALLENGE:** Upon the Board's adoption of this Agreement, Respondent expressly waives all further procedural steps, and expressly waives all rights to seek judicial
review of or to otherwise challenge or contest the validity of this Agreement and the Final Order of the Board incorporating said Agreement.

WHEREFORE, the parties hereby request the Board to enter a Final Order accepting and implementing the terms contained herein.

[SIGNATURE APPEARS ON FOLLOWING PAGE]
SIGNED this 17th day of June, 2019.

Michael Anthony Lampe, D.C.
Case No. 2018-06091

STATE OF FLORIDA
COUNTY OF Ft. Lauderdale

Before me personally appeared Michael Anthony Lampe, whose identity is known to me by personal knowledge or by presentation of ___________ as identification (type of identification), and who acknowledges that their signature appears above. Sworn to or affirmed before me this 17th day of June, 2019.

Notary Public
Gayle S. Ruby
My Commission Expires 4-2-23

APPROVED this 16th day of July, 2019.

Amanda M. Godbey
Assistant General Counsel
Florida Bar Number 1000352
Assistant General Counsel
Department of Health
Prosecution Services Unit
4052 Bald Cypress Way, Bin C-65
Tallahassee, FL 32399-3265
Telephone: (850) 558-9873
Facsimile: (850) 245-4684
Email: Amanda.Godbey@flhealth.gov
ADMINISTRATIVE COMPLAINT

Petitioner, Department of Health ("Department"), by and through its undersigned counsel, files this Administrative Complaint before the Board of Chiropractic Medicine ("Board") against Respondent, Michael Anthony Lampe, D.C. ("Respondent"). In support, Petitioner alleges:

1. Petitioner is the state department charged with regulating the practice of Chiropractic Medicine pursuant to Section 20.43, Florida Statutes; Chapter 456, Florida Statutes; and Chapter 460, Florida Statutes.

2. At all times material to this Complaint, Respondent was licensed to practice chiropractic medicine in the State of Florida, having been issued License Number CH 8529.
3. On or about September 27, 2017, Patient D.C., a then-68-year-old female, consulted with Respondent regarding treatment for her neuropathy pain.

4. Respondent devised a treatment plan for Patient D.C. which consisted of nine (9) visits and home equipment, including a home nerve stimulator.

5. A home nerve stimulator is considered durable medical equipment.

6. Respondent informed Patient D.C. that the treatments cost $3,300.00 paid up front.

7. Patient D.C. paid Respondent $3,300.00 via Care Credit.

8. Patient D.C. completed the treatment plan and three additional visits. Patient D.C. discontinued treatment due to not improving.

   **COUNT I**

9. Petitioner incorporates and re-alleges the allegations set forth in Paragraphs one (1) through eight (8).

10. Section 460.413(1)(y), Florida Statutes (2017), provides that money entrusted to a chiropractic physician for a specific purpose,
including advances for costs and expenses of examination or treatment, may not exceed $1,500.00.

11. Respondent violated Section 460.413(1)(y), Florida Statutes (2016), by accepting an advance payment for treatment from Patient D.C. in the amount of $3,300.00.

12. Based upon the foregoing, Respondent violated Section 460.413(1)(y), Florida Statutes (2016), by accepting an advance for costs and expenses of examination or treatment in excess of $1,500.00.

**COUNT II**

13. Petitioner incorporates and re-alleges Paragraphs one (1) through eight (8).

14. Section 460.413(1)(i), Florida Statutes (2017), provides that failing to perform any statutory or legal obligation placed upon a licensed chiropractic physician constitutes grounds for discipline against a licensee.

15. Health care providers who sell durable medical equipment to patients are required to register with the Agency for Health Care Administration pursuant to Section 400.93, Florida Statutes (2017).

16. Respondent is not registered as a durable medical equipment provider.
17. Subject violated Section 460.413(1)(i), Florida Statutes (2017), through violating Section 400.93, Florida Statutes (2017), by selling Patient D.C. a home nerve stimulator, which is durable medical equipment, and not having a license to sell durable medical equipment.

18. Based upon the foregoing, Respondent has violated Section 460.413(1)(i), Florida Statutes (2017), through violating Section 400.93, Florida Statutes (2017), by selling Patient D.C. a home nerve stimulator, which is durable medical equipment, and not having a license to sell durable medical equipment.

**WHEREFORE**, the Petitioner respectfully requests that the Board of Chiropractic Medicine enter an order imposing one or more of the following penalties: permanent revocation or suspension of Respondent's license, restriction of practice, imposition of an administrative fine, issuance of a reprimand, placement of the Respondent on probation, corrective action, refund of fees billed or collected, remedial education and/or any other relief that the Board of Chiropractic Medicine deems appropriate.

**Signatures appear on next page**
SIGNED this 19th day of December, 2018.

Celeste Philip, M.D., M.P.H.
Surgeon General and Secretary of Health

Amanda M. Godbey
Assistant General Counsel
Fla. Bar No. 100352
Florida Department of Health
Prosecution Services Unit
4052 Bald Cypress Way, Bin #C65
Tallahassee, FL 32399-3265
Telephone: (850) 558-9873
Facsimile: (850) 245-4684
Email: Amanda.Godbey@flhealth.gov

PCP: December 18, 2018
PCP Members: Mindy Weingarten, D.C. and Gene Jenkins, D.C.
NOTICE OF RIGHTS

Respondent has the right to request a hearing to be conducted in accordance with Section 120.569 and 120.57, Florida Statutes, to be represented by counsel or other qualified representative, to present evidence and argument, to call and cross-examine witnesses and to have subpoena and subpoena duces tecum issued on his or her behalf if a hearing is requested.

A request or petition for an administrative hearing must be in writing and must be received by the Department within 21 days from the day Respondent received the Administrative Complaint, pursuant to Rule 28-106.111(2), Florida Administrative Code. If Respondent fails to request a hearing within 21 days of receipt of this Administrative Complaint, Respondent waives the right to request a hearing on the facts alleged in this Administrative Complaint pursuant to Rule 28-106.111(4), Florida Administrative Code. Any request for an administrative proceeding to challenge or contest the material facts or charges contained in the Administrative Complaint must conform to Rule 28-106.2015(5), Florida Administrative Code.

Mediation under Section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

NOTICE REGARDING ASSESSMENT OF COSTS

Respondent is placed on notice that Petitioner has incurred costs related to the investigation and prosecution of this matter. Pursuant to Section 456.072(4), Florida Statutes, the Board shall assess costs related to the investigation and prosecution of a disciplinary matter, which may include attorney hours and costs, on the Respondent in addition to any other discipline imposed.