

**BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS**

KS State Board of Healing Arts

In the Matter of	)	
	)	Docket No. 07-HA- 00025
Thomas C. Weaver, D.C.	)	
Kansas License No. 01-04717	)	

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**CONSENT ORDER**

**COMES NOW**, the Kansas State Board of Healing Arts, (“Board”), by and through Kathleen Selzler Lippert, Associate Counsel (“Petitioner”), and Thomas C. Weaver, D.C. (“Licensee”), *pro se*, and move the Board for approval of a Consent Order affecting Licensee’s license to practice chiropractic in the State of Kansas. The Parties stipulate and agree to the following:

1. Licensee’s last known mailing address to the Board is: 1531 Main Suite B, Parsons, Kansas 67357.
2. Licensee is or has been entitled to engage in the practice of chiropractic in the State of Kansas, having been issued License No. 01-04717 on approximately April 28, 2001. Licensee’s license is active.
3. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of the healing arts, specifically the practice of chiropractic. K.S.A. 65-2801 et seq. and K.S.A. 65-2871.
4. This Consent Order and the filing of such document are in accordance with applicable law and the Board has jurisdiction to enter into the Consent Order as provided by K.S.A. 65-2838. Upon approval, these stipulations shall constitute

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Consent Order  
Thomas C. Weaver, D.C.

the findings of the Board, and this Consent Order shall constitute the Board's Final Order.

5. The Kansas Healing Arts Act is constitutional on its face and as applied in the case.
6. Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.
7. Licensee voluntarily and knowingly waives his right to a hearing. Licensee voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination of witnesses. Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.
8. The terms and conditions of the Consent Order are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Consent Order shall not be binding on the Board until an authorized signature is affixed at the end of this document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Consent Order on behalf of the Board.
9. The Board has received information and investigated the same, and has reason to believe that with respect to ten (10) patients, Licensee inappropriately charged for x-rays; performed x-rays with no diagnostic value; and failed to keep adequate patient medical records.
10. Specifically, Licensee did commit the following:

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Consent Order  
Thomas C. Weaver, D.C.

- a. Licensee performed x-rays on patients that are marginally of diagnostic quality due to underexposure or due to artifacts;
- b. Licensee performed x-rays that do not have diagnostic value due to the absence of opposing views;
- c. Licensee charged patients for and received payment for x-rays that were not performed;
- d. Licensee charged patients for radiographic studies, although no radiographic report was included in patient charts;
- e. Licensee did not adequately document the diagnosis, care or treatments performed in patient charts;
- f. Licensee's charges for treatment did not have corresponding documentation;
- g. Licensee's record-keeping in patient charts was inconsistent and disorganized.

11. Licensee acknowledges that if formal hearing proceedings were conducted and Licensee presented no exhibits, witnesses or other evidence, the Board has sufficient evidence to prove that Licensee has violated the healing arts act with respect to the above allegations. Licensee further waives his right to dispute or otherwise contest the allegations contained in the above paragraphs in any further proceeding before this Board.

12. Licensee's acts, if proven, constitute unprofessional conduct as set forth in K.S.A. 65-2836, as follows:

- a. Licensee violated K.S.A. 65-2836(aa), in that Licensee's conduct constituted knowingly submitting any misleading, deceptive, untrue or fraudulent representation on a claim form, bill or statement.
  - b. Licensee violated K.S.A. 65-2836(b), as set forth in K.S.A. 65-2837(b)(22), in that Licensee charged an excessive fee for services rendered.
  - c. Licensee violated K.S.A. 65-2836(b), as set forth in K.S.A. 65-2837(b)(25), in that Licensee failed to keep written medical records which accurately describe the services rendered to the patient, including patient histories, pertinent findings, examinations results and test results.
13. Pursuant to K.S.A. 65-2836 the Board has grounds to deny, revoke, suspend, limit, or censure Licensee's license.
14. According to K.S.A.65-2838(b), the Board has authority to enter into this Consent Order without the necessity of proceeding to a formal hearing.
15. In lieu of conducting a formal proceeding, Licensee, by signature affixed to this Consent Order, hereby voluntarily agrees to the following disciplinary action and limitations on his license to engage in the practice of chiropractic:

**CENSURE**

- a. Licensee is publicly censured for violating the Healing Arts Act.

**EDUCATION**

- b. Licensee shall attend and successful complete a continuing education course for billing and a course for recordkeeping. The courses must be pre-approved by the Board or its designee. The courses will be at

Licensee's expense. Licensee shall provide proof of successful completion by June 30, 2007.

- c. All employees who are involved in billing for his services shall complete a course on billing. The course must be approved by the Board or its designee. Licensee agrees that his staff shall complete the course within ninety (90) days following approval of the Consent Order.
- d. Licensee shall attend and successfully complete training in x-ray technique. Licensee shall provide proof of successful completion by June 30, 2007.

#### **RECORD-KEEPING / BILLING**

- e. Licensee agrees that in charging patients for his services he will follow standards that are accepted in the chiropractic profession.
- f. Licensee agrees that in processing his office charges he will utilize appropriate chiropractic software and/or a chiropractic billing manual that properly identifies diagnostic and procedure codes.
- g. Licensee shall prepare a document which contains a list of prices for all treatments, examinations, and procedures performed by him or within his clinic. The document shall be provided to each patient prior to the commencement of any services.
- h. For all patients, regardless of method of payment, Licensee shall provide each patient with a statement of charges prior to payment.

- i. Licensee shall create and maintain in the patient chart a “super bill”, which is a document to instruct his staff on which procedures to bill for a particular patient.

### **MONITORING**

- j. Licensee agrees that his billing practices will be audited by an outside third party to ensure adherence to accepted standards in the chiropractic profession. The audit will cover all aspects of Licensee’s billing.
- k. Licensee agrees to provide the audit reviewer with all necessary documents at least once a week.
- l. The reviewer shall provide to the Board a report each month indicating whether any aspect of Licensee’s billing falls outside of accepted standards in the chiropractic profession. The reports are due on or before the 30<sup>th</sup> day of the following month. The reviewer shall also provide any recommendations for modifications to billing. Licensee agrees to implement any recommendations. The review shall begin thirty (30) days following approval of the Consent Order and shall continue for at least one year. The review shall include 100% of all patients, regardless of method of payment. After one year, Licensee may request that the Board terminate or modify the 100% review. Once the Board grants Licensee’s request, Licensee agrees that for the next three (3) years he will be subject to random unannounced billing reviews by the same reviewer at his expense. The audit will be at Licensee’s expense.

- m. Licensee is responsible for ensuring that the audit reviewer's reports are submitted by the deadlines.
- n. For any period(s) of time that Licensee is not actively practicing the healing arts in Kansas, the auditing provisions of this Consent Order shall be tolled and not be counted in reducing the required timeframe for monitoring.
- o. Licensee will furnish a copy of this Consent Order to each and every state in which he holds licensure or applies for licensure and to all hospitals, clinics or other facilities in which he holds or anticipates holding any form of staff privileges or employment.
- p. Licensee shall at all times keep Board staff informed of all his current practice locations, addresses and telephone numbers. Licensee shall provide the above information in writing to the Board within ten (10) days of any such change.

#### **LIMITATIONS**

- q. Licensee shall not practice chiropractic unless he complies with each of the following:
- r. Licensee agrees to prepare a proposed treatment plan sheet wherein he will discuss with the client or client representative his treatment plan. Such treatment plan will be subject to change based upon the client's condition, but such treatment plan sheet shall be made part of the patient record. Should there be any substantial changes in the initial treatment

plan, a subsequent treatment plan sheet will be completed and shared with the client and made part of the patient's record.

- s. Licensee agrees to have a Board approved practice monitor, who is another Kansas-licensed chiropractor, to review the practices and procedures of Licensee's office to ensure compliance with community and ethical standards. Licensee shall bear all expenses associated with the practice monitor.
- t. Within twenty (20) days of the approval of the Consent Order, Licensee shall propose a chiropractor to serve as his practice monitor. Licensee shall submit the curriculum vitae of the proposed practice monitor. The Board, or the Board's designee, shall approve or disapprove of the monitoring chiropractor.
- u. The practice monitor shall review ten (10) patient charts per month. The practice monitor shall randomly select the ten charts each month. After one year, Licensee may request that the Board terminate or modify the chart monitoring.
- v. At the end of each month, the monitor shall review the patient charts for the ten (10) patients for which Licensee provided treatment during that month. The monitor shall then submit a monthly report to the board which is due on the 30<sup>th</sup> day of the following month. For the month of February, the report shall be due on the 27<sup>th</sup> day. The report shall be on a form provided by Board staff and shall include the number patient charts reviewed, a brief summary of Licensee's record keeping including

whether the medical record contains a diagnosis, a description of care and treatments performed; whether the treatment is appropriate for the patient's condition as well as keeping consistent and organized patient charts.

- w. Licensee is responsible for ensuring that the monitor's reports are submitted by the deadlines.
- x. Licensee shall not perform any x-rays on any patient until he has successfully completed training in x-ray technique. Until such time as Licensee has successfully completed x-ray training, all patients needing x-rays shall be referred out to another provider for x-rays.
- y. The Board designates Dr. Conley to review and approve/disapprove any proposed educational courses required under this Consent Order; to approve/disapprove a third party to audit the Licensee's billing practices; and approve/disapprove any proposed practice monitor or any other issue that may arise in the implementation of this Consent Order.
- z. All reports required pursuant to this Consent Order shall be submitted to the Board of Healing Arts, Attention: Complaint Coordinator, 235 S.W. Topeka Blvd., Topeka, Kansas 66603-3068.

#### **MONITORING AND LIMITATION TIMEFRAME**

- aa. The above monitoring provisions and limitations are not self-terminating. After a period of one (1) year, Licensee may request modification or termination of the provisions. For any period of time that Licensee is not

actively practicing chiropractic in Kansas, the monitoring provisions and limitations will remain in effect but will be tolled and not counted towards reducing the one (1) year timeframe.

16. Licensee's failure to comply with the provisions of the Consent Order may result in the Board taking further disciplinary action as the Board deems appropriate according to the Kansas Administrative Procedure Act and Kansas Healing Arts Act.
17. Nothing in this Consent Order shall be construed to deny the Board jurisdiction to investigate alleged violations of the Healing Arts Act, or to investigate complaints received under the Risk Management Law, K.S.A. 64-4921 et seq., that are known or unknown and are not covered under this Consent Order, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act.
18. Licensee hereby releases the Board, its individual members (in their official and personal capacity), attorneys, employees and agents, hereinafter collectively referred to as "Releasees", from any and all claims, including but not limited to those alleged damages, actions, liabilities, both administrative and civil, including the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 et seq. arising out of the investigation and acts leading to the execution of this Consent Order. This release shall forever discharge the Releasees of any and all claims or demands of every kind and nature that Licensee has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Licensee shall not commence

to prosecute, cause or permit to be prosecuted, any action or proceeding of any description against the Releasees.

19. Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record and shall be reported to the National Practitioner Databank, CIN-BAD, and any other reporting entities authorized to receive disclosure of the Consent Order.
20. This Consent Order, when signed by both parties, constitutes the entire agreement between the parties and may only be modified or amended by a subsequent document executed in the same manner by the parties.
21. Licensee agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement, even if Licensee is not present. Licensee further acknowledges that the Board may conduct further inquiry as it deems necessary before the complete or partial acceptance or rejection of any offer of settlement.
22. Licensee, by signature to this document, waives any objection to the participation of the Board members, including the Disciplinary Panel and General Counsel, in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member or General Counsel in any future proceedings on the basis that the Board member or General Counsel has received investigative information from any source which otherwise may not be admissible or admitted as evidence.

23. Licensee acknowledges that he has read this Consent Order and fully understands the contents.
24. Licensee acknowledges that this Consent Order has been entered into freely and voluntarily.
25. All correspondence or communication between Licensee and the Board relating to the Consent Order shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Kathleen Selzler Lippert, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.
26. Licensee shall obey all federal, state and local laws and rules governing the practice of chiropractic in the State of Kansas that may be in place at the time of execution of the Consent Order or may become effective subsequent to the execution of this document.
27. Upon execution of this Consent Order by affixing a Board authorized signature below, the provisions of this Consent Order shall become an Order under K.S.A. 65-2838. This Consent Order shall constitute the Board's Order when filed with the office of the Executive Director for the Board and no further Order is required.
28. This Consent Order constitutes disciplinary action.
29. The Board may consider all aspects of this Consent Order in any future matter regarding Licensee.

**IT IS THEREFORE ORDERED** that the Consent Order and agreement of the parties contained herein is adopted by the Board as findings of fact and conclusions of law.

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Consent Order  
Thomas C. Weaver, D.C.

**IT IS FURTHER ORDERED** that:

**CENSURE**

- a. Licensee is publicly censured for violating the Healing Arts Act.

**EDUCATION**

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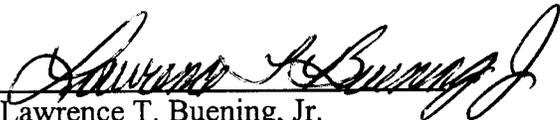
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**MONITORING AND LIMITATION TIMEFRAME**

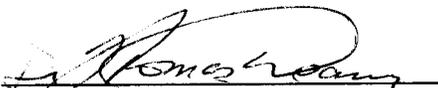
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**IT IS SO ORDERED** on this 21<sup>st</sup> day of October, 2006.

**FOR THE KANSAS STATE  
BOARD OF HEALING ARTS:**

  
Lawrence T. Buening, Jr.  
Executive Director

October 21, 2006  
Date

  
Thomas C. Weaver, D.C.  
Licensee

10-09-06  
Date

PREPARED AND APPROVED BY:



Kathleen Selzler Lippert #17957  
Associate Counsel  
Kansas Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603-3068  
785-296-0961

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that I served a true and correct copy of the Consent Order by United States mail, postage prepaid, on this 23<sup>d</sup> day of October, 2006, to the following:

Thomas C. Weaver, D.C.  
Licensee  
1531 Main Suite B,  
Parsons, Kansas 67357

And the original was hand-filed with:

Lawrence T. Buening, Jr.  
Executive Director  
Kansas Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603-3068

And a copy was hand-delivered to:

Kathleen Selzler Lippert #17957  
Associate Counsel  
Kansas Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603-3068



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