FILED
SEP 10 2019
KS State Board of Healing Arts

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

In the Matter of	)	
Michael Craig Wilson, D.C.	)	
	)	
License No. 01-04695	)	**Docket No. 19-HA00011**
	)	

JOURNAL ENTRY OF SATISFACTION

COMES NOW the Kansas State Board of Healing Arts ("Board"), by and through its Executive Director, Kathleen Selzler Lippert, a duly authorized representative of the Board, in accordance with K.S.A. 77-501, *et seq.*, and upon due consideration of the agency record, applicable statutes and regulation, and being duly advised in the premises, makes the following determinations:

1. On August 24, 2018, Michael Craig Wilson, D.C. ("Licensee") entered into a Consent Order with the Board, imposing requirements therein.

2. Licensee has met all requirements of the Consent Order and has no further obligation for compliance.

IT IS SO ORDERED this 10th day of September 2019.

KANSAS STATE BOARD OF HEALING ARTS

Kathleen Selzler Lippert, Executive Director

CERTIFICATE OF SERVICE

I certify that a true copy of the foregoing was served this 10th day of September 2019 by depositing the same in the United States Mail, first-class postage prepaid, and via email, addressed to:

Michael Craig Wilson, DC
CONFIDENTIAL

Megan L. Moseley
Simpson, Logback, Lynch, Norris, P.A.
7400 W. 110th Street, Suite 600
Overland Park, KS 66210
mmoseley@slln.com

And a copy was hand-delivered to:

Nancy Dodik, Associate Disciplinary Counsel
Kansas Board of Healing Arts
800 SW Jackson, Lower Level – Suite A
Topeka, KS 66612

Compliance Coordinator
Kansas Board of Healing Arts
800 SW Jackson, Lower Level – Suite A
Topeka, KS 66612

Licensing Administrator
Kansas Board of Healing Arts
800 SW Jackson, Lower Level – Suite A
Topeka, KS 66612

And the original was filed with the office of the Executive Director.

Linda Shauer for
Susan Gile, Operations Manager

FILED

AUG 24 2018

KS State Board of Healing Arts

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

In the Matter of	)	
	)	**KSBHA Docket No. 18-HA0001**
Michael Craig Wilson, D.C.	)	
Kansas License No. 01-04695	)	

CONSENT ORDER

COMES NOW, the Kansas Board of Healing Arts ("Board"), by and through Susan R. Gering, Deputy Litigation Counsel, and Michael Craig Wilson, D.C. ("Licensee"), by and through counsel Megan Moseley of Simpson, Logback, Lynch, Norris, P.A., 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: [redacted] Wichita, Kansas 67213.

2. Licensee is or has been entitled to engage in the practice of chiropractic in Kansas, having been issued License No. 01-04695 on approximately December 9, 2000. Licensee's license is currently active.

3. The Board is the sole 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. 77-505 and 65-2838. Upon approval, theses stipulations shall constitute final the Board's Final Order.

5. The Kansas Healing Arts Act is constitutional on its face and as applied in the case. Licensee agrees that in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.

6. Licensee voluntarily and knowingly waives his right to a hearing. Licensee voluntarily and knowingly waive 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 substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

7. The terms and conditions of the Consent Order are entered into between the undersigned parties and submitted for the purpose of allowing the 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.

8. The Board has received information and investigated the same, and has reason to believe that there may be grounds to take action with respect to Licensee's license under the Kansas Healing Arts Act, K.S.A. 65-2801, *et seq.*

9. The factual bases for this Consent Order are as follows within paragraphs 10 and 11.

10. Information received from the Kansas Insurance Department (KID) Anti-Fraud Division indicated Licensee was being investigated for billings submitted to Blue Cross Blue Shield of Kansas (BCBSKS). The ensuing Board investigation discovered that Licensee submitted claims to BCBSKS totaling over $29,000.00 for an individual, "Darci J.," who was never Licensee's patient.

a. Licensee subsequently acknowledged that "Darci J." was never his patient and a clerical error in their billing department had been made that resulted in the billing of BCBSKS for services for "Darci J.". Licensee made arrangements with BCBSKS to pay off this clerical error. He took "measures to ensure this [will not] happen again, including, but no limited to doing all of the patient notes, billing, and accounting" personally.

11. After conducting a medical record audit of Licensee's practice due to Licensee billing a higher number of extra-spinal manipulations than his peers, Coventry Health Care (Coventry) determined that Licensee's medical records contained insufficient, vague documentation that did not clearly indicate that treatment had been provided to improve specific diagnosis, and were likely cloned from one record to another. Records received by Licensee illustrate the following:

a. Documentation for the same date of service changes between three sets of records received. For example, each of the three versions of Patient 1's visit on April 30, 2013 are different;

b. The records suggest patients were seen and treated at exactly the same time from appointment to appointment;

c. Some documentation is signed prior to the treatment having been provided;

d. Many records are signed at the same time suggesting Licensee created the documentation for multiple dates at the same time;

e. All patients were described as "complicated," all patients were noted as being in a "relief phase of care," and all patients were expected to improve with "permanent residuals possible;"

f. Billing information submitted by Licensee shows no billings between April 5, 2013, and August 21, 2013, although Coventry information shows services were billed to them in that timeframe;

g. There is no indication Licensee ever obtained imaging for any patient. Coventry billing information contains no CPT codes for x-rays;

h. Records are not clearly marked;

i. Exams are incomplete;

j. No vital signs were taken; and

k. Billing codes do not match and/or are unclear.

12. Licensee violated K.S.A. 65-2836(b), as further defined by K.S.A. 65-2837(a)(2), in that Licensee has repeated instances involving failure to adhere to the applicable standard of care to a degree which constitutes ordinary negligence.

13. Licensee violated K.S.A. 65-2836(b), as further defined by K.S.A. 65-2837(b)(12), in that Licensee's conduct is likely to harm the public.

14. Licensee violated K.S.A. 65-2836(b), as further defined by K.S.A. 65-2837(b)(25), in that Licensee failed to keep written medical records that accurately described the services rendered to the patient, including patient histories, pertinent findings, examination results and test results.

15. Licensee violated K.A.R. 100-24-1 and, as such, also violated K.S.A. 65-2836(k) by failing to meet the minimum requirements for adequate patient records.

16. Licensee acknowledges that if formal proceedings were conducted and Licensee presented no exhibits, witnesses or other evidence, the Board has sufficient evidence to prove that Licensee has violated the Kansas Healing Arts Act with respect to the abovementioned allegations. Licensee

further waives his right to dispute or otherwise contest the allegations contained in the above paragraphs in any further proceeding before the Board.

17. Pursuant to K.S.A. 65-2836, the Board may revoke, suspend, limit, censure or place under probationary conditions Licensee's license, and pursuant to K.S.A. 65-2836(a) the Board has the authority to impose administrative fines for violations of the Kansas Healing Arts Act.

18. According to K.S.A. 65-2836(b) and K.S.A. 77-505, the Board has authority to enter into this Consent Order without the necessity of proceeding to a formal hearing.

19. All pending investigation materials in KSBHA Investigative Case Nos. 08-00224, 10-00081, and 13-00618 regarding Licensee were fully reviewed and considered by the Board members who serve on the Board's Disciplinary Panel. Disciplinary Panel No. 24 and No. 31 authorized and directed Board counsel to seek settlement of this matter with the provisions contained in this Consent Order.

20. Licensee further understands and agrees that if the Board finds, after due written notice and an opportunity for a hearing, that Licensee has failed to comply with any of the terms of this Consent Order, the Board may immediately impose any sanction provided for by law, including but not limited to suspension or revocation of Licensee's license to practice chiropractic in the State of Kansas. Licensee hereby expressly understands that, at such hearing, the sole issue will be whether or not Licensee has failed to comply with any of the terms or conditions set forth in this Consent Order. The Board acknowledges that at any such hearing, Licensee retains the right to confront and examine all witnesses, present evidence, testify on his own behalf, contest the allegations, present oral argument, appeal to the courts, and all other rights set forth in the Kansas Administrative Procedures Act, K.S.A. 77-501 *et seq.*, and the Kansas Healing Arts Act, K.S.A. 65-2801 *et seq.*

21. Nothing in this Consent Order shall be construed to deny the Board jurisdiction to investigate all alleged violations of the Kansas Healing Arts Act, or to investigate complaints received under the Risk Management Law, K.S.A. 65-4921 *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 Kansas Healing Arts Act.

22. 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 Judicial Review Act, 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, 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.

23. Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record and shall be reported to any entities authorized to receive disclosure of the Consent Order.

24. 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.

25. 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 as evidence.

26. Licensee acknowledges that he has read this Consent Order and fully understands the contents.

27. Licensee acknowledges that this Consent Order has been entered into freely and voluntarily.

28. 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.

29. Upon execution of this Consent Order by affixing a Board authorized signature below, the provisions of this Consent Order shall become a Final Order under K.S.A. 77-505. 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.

30. This Consent Order constitutes **public disciplinary action**.

31. The Board may consider all aspects of this Consent Order in any future matter regarding Licensee.

32. In lieu of conducting a formal proceeding, Licensee, by signature affixed to this Consent Order, hereby voluntarily agrees to the following public disciplinary action against his license to engage in the practice of chiropractic:

FINE

33. Licensee is hereby ordered to pay a FINE in the amount of **TWO THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS AND ZERO CENTS** ($2,499.00) for violations of the Kansas Healing Arts Act.

34. Such fine shall be paid in full to the Board on or Before August 15, 2019, unless otherwise approved, in the form of a Cashier's Check or Money Order to the "Kansas State Board of Healing Arts."

35. All monetary payments to the Board relating to this Consent Order shall be mailed to the Board by certified mail addressed to:

Kansas State Board of Healing Arts
Attn: Compliance Coordinator
800 SW Jackson, Lower Level Suite A
Topeka, Kansas 66612
KSBHA_compliancecoordinator@ks.gov

EDUCATION: MEDICAL RECORD KEEPING COURSE

36. Licensee shall attend and successfully complete "Got Documentation" seminar put on by Dr. Gregg Friedman, D.C. on or before September 15, 2018, unless otherwise approved. Scheduling of said seminar may be found at:

http://www.gotdocumetnation.com/Seminars.html

37. Licensee shall provide proof of successful completion of the "Got Documentation" seminar to the Compliance Coordinator within thirty (30) days of successfully completing the program.

38. All costs associated with the course(s)/seminar(s) shall be at Licensee's expense, and include, but are not limited to, the cost of the course(s)/seminar(s), the cost of travel to and from the course(s), and the cost of accommodations while attending the course(s)/seminar(s).

39. These hours shall be in addition to those continuing education hours required for renewal of licensure.

40. Proof of successful completion of the approved course(s)/seminar(s) shall be submitted by sending the same to:

Kansas Board of Healing Arts
Attn: Compliance Coordinator
800 SW Jackson, Lower Level Suite A
Topeka, Kansas 66612
KSBHA_compliancecoordinator@ks.gov

EDUCATION: BILLING COURSE

41. Licensee shall attend and successfully complete at least eight (8) hours of Board approved continuing education course(s) with an emphasis in proper medical billing.

42. On or before August 31, 2018, Licensee shall submit his proposed course(s) that will be reviewed and subject to approval by the Disciplinary Panel's appointed member prior to taking the course(s).

43. On or before August 31, 2018, Licensee shall notify the Compliance Coordinator in writing that Licensee has registered to attend the approved course(s) pertaining proper medical billing.

44. Licensee shall provide proof of successful completion of the approved course(s) to the Compliance Coordinator within thirty (30) calendar days of successfully completing the continuing education.

45. All costs associated with the course(s) shall be at Licensee's expense, and include, but are not limited to, the cost of the course(s), the cost of travel to and from the course(s), and the cost of accommodations while attending the course(s).

46. These hours shall be in addition to those continuing education hours required for renewal of licensure.

47. Proof of successful completion of the approved course(s) shall be submitted by sending the same to:

Kansas Board of Healing Arts
Attn: Compliance Coordinator
800 SW Jackson, Lower Level Suite A
Topeka, Kansas 66612
KSBHA_compliancecoordinator@ks.gov

EDUCATION: ETHICS

48. Licensee shall attend and successfully complete the Ethics and Boundaries Exam offered by Ethics and Boundaries Assessment Services, L.L.C. ("EBAS") on or before October 1, 2018, unless otherwise approved by the Board.

49. On or before August 31, 2018, Licensee shall notify the Compliance Coordinator in writing of the exam date Licensee has registered to attend.

50. Licensee shall provide proof of successful completion of the EBAS exam to the Compliance Coordinator within thirty (30) days of successfully completing the exam.

51. All costs associated with such exam shall be at Licensee's own expense to include, but not be limited to, the costs of the exam, the cost of travel to and from the exam, and the cost of accommodations while attending the exam.

52. Any hours earned towards continuing education shall be in addition to those continuing education hours required for renewal of licensure.

53. All documentation required pursuant to this Consent Order shall be submitted by sending the same to:

Kansas Board of Healing Arts
Attn: Compliance Coordinator
800 SW Jackson, Lower Level Suite A
Topeka, Kansas 66612
KSBHA_compliancecoordinator@ks.gov

BILLING AND DOCUMENTATION MONITORING

54. Within ten (10) days of completion of both the "Got Documentation" seminar as described above, and the approved Billing course, Licensee shall enter into and comply with all terms and conditions of a remote monitoring contract with T.O.P. Education, LLC, and agrees to follow all recommendations by T.O.P. Education, LLC. This monitoring shall be for the purpose of ensuring Licensee is documenting and billing in accordance with all relevant statutory, regulatory, and standard of care requirements currently in place.

55. Licensee further agrees to immediately notify the Board of any revisions to the contract and to immediately provide a copy of such revised contract to the Board.

56. The provisions of said contract are incorporated herein as if fully restated.

57. Licensee shall sign a contract with T.O.P. Education, LLC for monitoring for no less than one (1) year and provide a copy of the contract to the Board within thirty (30) calendar days of attending both the "Got Documentation" seminar or the approved billing course(s).

58. The Monitor shall conduct his/her first review within thirty (30) calendar days of Licensee attending both the "Got Documentation" seminar and approved billing course(s).

59. Monitoring shall include:

a. Licensee will randomly choose a minimum of twenty (20) patient charts from patients who were seen by Licensee in the preceding month to send to T.O.P. Education, LLC on the 28th of each month. Out of those patient charts, T.O.P. Education, LLC may choose to review all of the patient charts submitted or at the minimum randomly choose at least ten (10) patient charts to review Licensee's documentation and billing.

b. Monitor(s) shall submit a written report of the results of each review to the Board on a quarterly basis as described below. The report shall identify any deficiencies in

Licensee's practices, which in the professional judgment of the Monitor(s) reasonably warrants corrective action by Licensee. The Monitor(s) shall provide a copy of each report to Licensee and the Board;

c. Licensee is responsible for ensuring T.O.P. Education, LLC's timely submission of reports to the Board;

d. Licensee shall take any and all corrective actions which are reasonably necessary to correct any and all deficiencies identified in any of the practice reviews conducted by the Monitor; and

e. Licensee expressly agrees that he shall be responsible for all costs and expenses associated with the Practice Monitoring by T.O.P. Education, LLC and that the Board shall bear no responsibility or liability for the costs of those services.

60. All reports required pursuant to this Consent Order shall be submitted by sending the same to:

Kansas Board of Healing Arts
Attn: Compliance Coordinator
800 SW Jackson, Lower Level Suite A
Topeka, Kansas 66612
KSBHA_compliancecoordinator@ks.gov

EDUCATION: ESSAY

61. After completion of the required education and monitoring, Licensee shall write a three hundred (300) word minimum essay detailing what he has learned from the education he has attended and the monitoring he has been subject to under this Consent Order. Further, in that essay he will discuss how he has implemented or how he will implement what he has learned.

62. The essay shall be submitted to the Board prior to termination of this Consent Order.

63. The essay shall be submitted by sending the same to:

Kansas Board of Healing Arts
Attn: Compliance Coordinator
800 SW Jackson, Lower Level Suite A
Topeka, Kansas 66612
KSBHA_compliancecoordinator@ks.gov

TIMEFRAME

64. This Consent Order is not self-terminating. After a period of one (1) year from the date of Licensee's monitoring and completion of his essay, Licensee may request modification or termination of the provisions. For any period that Licensee is not actively practicing chiropractic in the State of Kansas, the monitoring provisions will remain in effect but will be tolled and not counted towards reducing the one (1) year timeframe.

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

IT IS ORDERED on this 23 day of Aug 2018.

FOR THE KANSAS STATE BOARD OF HEALING ARTS:

Kathleen Selzler Lippert
Executive Director

8/23/18
Date

Michael Craig Wilson, D.C.
Licensee

6/25/2018
Date

PREPARED AND APPROVED BY:

Susan R. Gering, #25582
Deputy Litigation Counsel
Kansas Board of Healing Arts
800 SW Jackson Ave
Lower Level, Suite A
Topeka, Kansas 66612
(785) 368-8212 (telephone)
(785) 368-8210 (fax)
susan.gering@ks.gov

AGREED TO AND APPROVED BY:

Megan L. Moseley, #23719
Attorney for Licensee
Simpson, Logback, Lynch, Norris, P.A.
7400 W. 110th Street, Suite 600
Overland Park, Kansas 66210
(913) 342-2500 (telephone)
(913) 342-0603 (fax)
mmoseley@slln.com

CERTIFICATE OF SERVICE

I, the undersigned hereby certify that a true and correct copy of the forgoing **CONSENT ORDER** was served on the 24th day of August, 2018, via United States mail, first-class, postage pre-paid and addressed to the following:

Michael Craig Wilson, D.C.
[redacted]
Wichita, Kansas 67213
Licensee

Megan L. Moseley
Simpson, Logback, Lynch, Norris, P.A.
7400 W. 110th Street, Suite 600
Overland Park, Kansas 66210
Attorney for Licensee

And a copy was hand-delivered to:

Susan R. Gering, Deputy Litigation Counsel
Kansas State Board of Healing Arts
800 SW Jackson
Lower Level, Suite A
Topeka, Kansas 66612

Compliance Coordinator
Kansas State Board of Healing Arts
800 SW Jackson
Lower Level, Suite A
Topeka, Kansas 66612

And the original was filed with:

Kathleen Selzler Lippert
Executive Director
Kansas State Board of Healing Arts
800 SW Jackson
Lower Level, Suite A
Topeka, Kansas 66612