

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI STATE BOARD OF CHIROPRACTIC EXAMINERS
AND
MICHAEL E MARTIN, D C

MICHAEL E MARTIN (“Martin”) and the Missouri State Board of Chiropractic Examiners (“Board”) enter into this Settlement Agreement for the purpose of resolving the question of whether Martin’s license as a chiropractor, No 006799 , will be subject to discipline Pursuant to § 536 060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under § 621 110, RSMo The Board and Martin jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621 045, RSMo , Cum Supp 2006

Martin acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him, the right to appear and be represented by legal counsel, the right to have all charges proven upon the record by competent and substantial evidence, the right to cross-examine any witnesses appearing against him at the hearing, the right to present evidence on his behalf at the hearing, the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against him, the right to a ruling on questions of law by the Administrative Hearing Commission, the right to

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted

a disciplinary hearing before the Board at which time Martin may present evidence in mitigation of discipline, the right to a claim for attorney fees and expenses, and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Board

Being aware of these rights provided to him by law, Martin knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him

Martin acknowledges that he has received a copy of the complaint filed with the Board, the investigative report and other documents relied upon by the Board in determining there was cause for discipline, along with citations to law and/or regulations the Board believes were violated. Martin stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Martin's license as a chiropractor, License No. 006799, is subject to disciplinary action by the Board in accordance with the relevant provisions of Chapter 621, RSMo, Cum Supp 2006, and Chapter 331, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the Board and Martin in Part II herein is based only on the agreement set out in Part I herein. Martin understands that the Board may take further disciplinary action against him based on facts or conduct not specifically mentioned in this document that are either now known to the Board or which may be discovered.

I

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Board and Martin herein jointly stipulate to the following:

1. Martin previously held a license to practice chiropractic issued by the Kansas Board of Healing Arts ("Kansas Board"). On October 10, 2005, Martin agreed to the findings and terms of a

Consent Order issued by the Kansas Board which imposed discipline upon his Kansas chiropractic license based on the conduct specified therein (“Kansas Consent Order”)

2 Specifically, the Kansas Consent Order determined that Martin had engaged in the following prohibited conduct, in violation of the Kansas licensure laws

In or about August 2002, Martin submitted false or misleading insurance claims for reimbursement. Such false or misleading claims for reimbursement included

(a) billing for a consultation requested by another physician or other appropriate referral source, when Martin did not meet the requirements for billing the session as a consultation in accordance with the CPT guidelines,

(b) billing for a new patient code on two occasions when the patient did not meet the requirements according to the CPT guidelines for billing the visit as a new patient,

(c) billing for manipulation of five (5) regions of the spine when Martin’s documentation reflects that manipulation of only three (3) areas of the spine occurred on August 5, 2002, and on each of three subsequent visits,

(d) billing two separate claims for chiropractic manipulation and patient evaluation, when the CPT guidelines for chiropractic manipulation encompass patient evaluation and management,

(e) billing an insurance claim for an ECG when Martin did not meet the requirements to bill for an ECG in accordance with the CPT guidelines

3 Based on the conduct as described above, Martin agreed with the Kansas Board to discipline of his Kansas license, consisting of public censure along with several specific terms designed to help ensure Martin’s future compliance with all laws relevant to his professional

conduct

JOINT PROPOSED CONCLUSIONS OF LAW

1 The Missouri State Board of Chiropractic Examiners is an agency of the State of Missouri created and established pursuant to Section 331 090, RSMo 2000 et seq , for the purpose of executing and enforcing the provisions of Chapter 331, RSMo

2 Michael E Martin, D C , was at all times relevant herein licensed to practice chiropractic pursuant to Chapter 331, RSMo , holding license No 006799

3 Section 331 060 2, RSMo 2000, provides as follows

“2 The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo , against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes

* * *

(8) Disciplinary action against the holder of a license or other right to practice any profession regulated by this chapter granted by another state, territory, federal agency or country upon grounds for which revocation or suspension is authorized in this state,

* * *

(4) Obtaining or attempting to obtain any fee, charge, tuition or other compensation by fraud, deception or misrepresentation,

* * *

(5) [M]isconduct in the performance of the functions or duties of any profession

licensed or regulated by this chapter.

* * *

(18) Engaging in unprofessional or improper conduct in the practice of chiropractic[]

4 Martin's unlawful conduct, as determined by the Kansas Board in its Consent Order of October 10, 2005, ("Attachment 1" hereto) ("Kansas Consent Order") constitutes a violation of sections 331 060 2(4), (5), (8), and (18), RSMo 2000

5 Because these violations constitute a basis for discipline of Martin's Missouri chiropractic license, Martin's license is also subject to discipline pursuant to section 331 060 2 (8), RSMo 2000, in view of Martin's agreement to the Kansas Board's discipline of his license in that state

6 In view of the above, Martin's Missouri license to practice chiropractic is subject to discipline based upon the provisions of sections 331 060 2 (4), (5), (8), and (18), and section 331 060 3, RSMo 2000

II **Joint Agreed Disciplinary Order**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §§ 536 060, 621 045 3, and 621 110, RSMo

1 **Martin's license is censured** Martin's license as a chiropractor is hereby censured. Martin shall be entitled to practice as a chiropractor pursuant to Chapter 331, RSMo, as amended, provided Martin has successfully completed all of the specific terms and conditions of the Kansas Consent Order, and adheres to all the terms of this agreement, as follows

A Martin shall comply with all provisions of Chapter 331, RSMo, all regulations of the

Board, and all applicable federal and state laws, rules and regulations, as such may be amended from time to time. State here includes all states and territories of the United States.

B. Martin shall keep the Board informed as to his residence and practice address. The Board shall be promptly notified of any change of address or change in practice status.

2. No additional discipline shall be imposed by the Board pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the Board as a contested case in accordance with the provisions of Chapter 536, RSMo.

3. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any future violations by Martin of Chapter 331, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

4. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the Board or may be discovered.

5. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

6. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

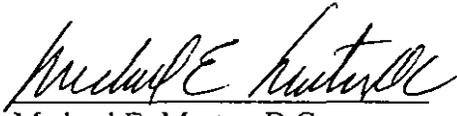
7 The parties to this Settlement Agreement understand that the Board will maintain this Settlement Agreement as an open record of the Board as required by Chapters 331, 610, and 620, RSMo , as amended

8 Martin, together with his partners, shareholders, officers, directors, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Board, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536 087, RSMo (as amended), or any claim arising under 42 U S C § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable

9 Martin understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Martin's license If Martin desires the Administrative Hearing Commission to review this Settlement Agreement, he may submit his request to Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W High Street, P O Box 1557, Jefferson City, Missouri 65101

If Martin requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Martin's license. If Martin does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.

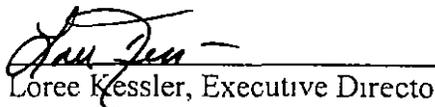
Michael E. Martin, D.C.



Michael E. Martin, D.C.

1/16/08
Date

Missouri State Board of Chiropractic
Examiners

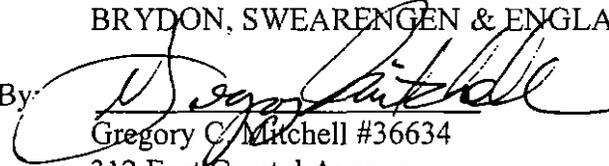

Loree Kessler, Executive Director

1/18/08
Date

Respectfully Submitted,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:



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