

# WISCONSIN DEPARTMENT OF REGULATION & LICENSING



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STATE OF WISCONSIN  
BEFORE THE PODIATRISTS AFFILIATED CREDENTIALING BOARD

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IN THE MATTER OF THE DISCIPLINARY :  
PROCEEDINGS AGAINST :

JOHN S. LANHAM, D.P.M., :  
RESPONDENT. :

FINAL DECISION AND ORDER  
LS # 0602222POD

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Division of Enforcement Case Nos.

02POD005; 03POD004; 03POD005; 04POD004; 04POD007; 04POD008; 04POD014; 05POD003; 05POD008;  
06POD002; 06POD003; 06POD004; 06POD007

The parties to this action for the purposes of Wis. Stat. § 227.53 are:

John S. Lanham, D.P.M.  
5720 West Oklahoma Ave.  
Milwaukee, WI 53219

Division of Enforcement  
Department of Regulation and Licensing  
1400 East Washington Avenue  
P.O. Box 8935  
Madison, WI 53708-8935

Wisconsin Podiatrists Affiliated Credentialing Board  
Department of Regulation & Licensing  
1400 East Washington Avenue  
P.O. Box 8935  
Madison, WI 53708-8935

PROCEDURAL HISTORY

A disciplinary proceeding was commenced against John S. Lanham, D.P.M. by the filing of a formal Complaint on February 22, 2006. By an Order Designating Administrative Law Judge As Final Adjudicator dated February 21, 2006, the Wisconsin Podiatrists Affiliated Credentialing Board designated the Administrative Law Judge as the final adjudicator in this matter. The parties to this matter agree to the terms and conditions of the attached Stipulation as the final decision of this matter, subject to the approval of the Administrative Law Judge. The Administrative Law Judge has reviewed the attached Stipulation and considers it acceptable.

Accordingly, the Administrative Law Judge in this matter adopts the attached Stipulation and makes the following:

FINDINGS OF FACT

1. John S. Lanham, D.P.M., Respondent herein, was born on 9/2/56 and is licensed and currently registered to practice podiatric medicine and surgery in the state of Wisconsin, license #750, said license having been granted on 6/27/97. Respondent's most recent address on file with the Wisconsin Podiatrists Affiliated Credentialing Board is 5720 West Oklahoma Avenue, Milwaukee, Wisconsin 53219.

2. P.D., the patient herein, presented to Respondent at his office in Waukesha, Wisconsin on 3/12/02 complaining of a painful toenail on her left great toe. Respondent examined the patient's toe and diagnosed an ingrown left hallux medial nail border. Respondent recommended a permanent partial left hallux medial nail border avulsion.

3. On 3/12/02, the Respondent performed the recommended permanent partial left hallux medial nail border avulsion with the patient's consent.

4. The patient at all times relevant to this complaint had health insurance coverage with the WEA Insurance Company.

5. The patient returned to Respondent's office for her first post-operative visit with Respondent on 4/2/02. The Respondent examined the patient's left hallux and noted moist, bloody and serous drainage but no evidence of edema, odor, purulence or pain on palpation. There was no evidence of infection. The condition of the patient's left hallux on 4/2/02 was consistent with a normal post-operative recovery from this type of surgery and did not represent the development of any post-operative complications or infection. Respondent debrided the moist, bloody and serous drainage from the patient's left hallux medial nail border and applied a topical antibiotic and a band-aid. This was normal and routine post-operative care.

6. The Respondent billed the patient for the post-operative examination and procedures performed at the initial post-operative visit on 4/2/02 and submitted a claim form dated 4/3/02 to the WEA Insurance Company for services performed on 4/2/02. This claim form included billings for \$350.00 for incision and drainage of an abscess on the patient's left hallux. In truth and in fact, the patient did not have an infection, an abscess or any other post-operative complication on 4/2/02 and the Respondent did not perform incision and drainage of an abscess on 4/2/02. The Respondent knew or should have recognized at the time he submitted this claim that the claim was false.

7. Respondent created the false billing and submitted the false claim for incision and drainage of an abscess as described in paragraph 6 above with the intent that it be acted upon by the patient and by the WEA Insurance Company.

8. The WEA Insurance Company, acting in reliance on the representations made by the Respondent in the claim form dated 4/3/02, paid to Respondent \$111.10 on the claim for the incision and drainage of the abscess.

9. The patient did not make any payments on Respondent's bills for services rendered on 3/12/02 or on 4/2/02 and the Respondent, after receiving partial payments from the WEA Insurance Company, wrote off the remainder of the bills.

## COUNT II

10. S.W-B., the patient herein, presented to Respondent at his office in Elkhorn, Wisconsin on 10/5/02 complaining of a painful disfigured toenail on the right hallux. Respondent examined the patient's toe and diagnosed an ingrown right hallux nail and onychomycosis of the right hallux nail. The Respondent and the patient discussed treatment options and the patient initially elected to proceed with debridement of the nail for treatment of the onychomycosis.

11. On 10/5/02, the Respondent, with the patient's consent, initiated the debridement of the nail on the right hallux. After approximately  $\frac{3}{4}$  of the nail had been debrided, the Respondent and the patient had further discussions regarding the course of treatment and the patient elected to proceed with a permanent right hallux nail avulsion rather than a simple debridement of the nail.

12. The patient at all times relevant to this complaint had health insurance coverage with WPS.

13. The patient returned to Respondent's office for her first post-operative visit with Respondent on 10/16/02. The Respondent examined the patient's right hallux and noted moist, bloody and serous drainage with minimal erythema to the nail bed but no edema, odor, purulence or pain on palpation. There was no evidence of infection. The condition of the patient's right hallux on 10/16/02 was consistent with a normal post-operative recovery from this type of surgery and did not represent the development of any post-operative complications or infection. Respondent debrided the moist, bloody and serous drainage from the patient's right hallux nail bed and applied a topical antibiotic ointment and a band-aid. This was normal and routine post-operative care.

14. The Respondent billed the patient for the post-operative examination and procedures performed at the initial post-operative visit on 10/16/02 and submitted a claim form dated 10/17/02 to WPS for services performed on 10/16/02. This claim form included billings for \$350.00 for incision and drainage of an abscess on the patient's right hallux. In truth and in fact, the patient did not have an infection, an abscess or any other post-operative complication on 10/16/02 and the Respondent did not perform incision and drainage of an abscess on 10/16/02. The Respondent knew or should have recognized at the time he submitted this claim that the claim was false.

15. The Respondent revised and resubmitted his claim to WPS for the post-operative examination and procedures performed at the initial post-operative visit on 10/16/02 on claim forms dated 8/7/03, 8/13/03, 9/9/03 and 9/24/03. On the revised and resubmitted claim forms dated 8/7/03, 8/13/03 and 9/9/03 for services rendered on 10/16/02, Respondent

continued to bill \$350.00 for incision and drainage of an abscess on the patient's right hallux. The Respondent knew or should have recognized at the time he revised and resubmitted the claim forms dated 8/7/03, 8/13/03 and 9/9/03 that this claim for incision and drainage of an abscess on the patient's right hallux was false. When the Respondent revised and resubmitted his claim to WPS for the post-operative examination and procedures performed at the initial post-operative visit on 10/16/02 on the claim form dated 9/24/03, he increased the amount of the bill to \$495.00 and changed the procedure billed for from the incision and drainage of an abscess to debridement of the skin, full thickness.

16. Respondent created the false billing and submitted the false claim for incision and drainage of an abscess dated 10/17/02 as described in paragraph 14 and resubmitted the false claims for incision and drainage of an abscess dated 8/7/03, 8/13/03 and 9/9/03 as described in paragraph 15 to WPS with the intent that they be acted upon by the patient and by WPS.

17. WPS did not make any payments on the claims for incision and drainage of an abscess on 10/16/02.

18. The patient returned to Respondent's office for her second post-operative visit with Respondent on 11/2/02. The Respondent examined the patient's right hallux and noted moist, bloody and serous drainage with minimal erythema to the nail bed but no edema, odor, purulence or pain on palpation. There was no evidence of infection. The condition of the patient's right hallux on 11/2/02 was consistent with a normal post-operative recovery from this type of surgery and did not represent the development of any post-operative complications or infection. Respondent debrided the moist, bloody and serous drainage from the patient's right hallux nail bed and applied a topical antibiotic ointment and a band-aid. This was normal and routine post-operative care.

19. The Respondent billed the patient for the post-operative examination and procedures performed at the second post-operative visit on 11/2/02 and submitted a claim form dated 11/6/02 to WPS for services performed on 11/2/02. This claim form included billings for \$495.00 for incision and drainage of an abscess on the patient's right hallux. In truth and in fact, the patient did not have an infection, an abscess or any other post-operative complication on 11/2/02 and the Respondent did not perform incision and drainage of an abscess on 11/2/02. The Respondent knew or should have recognized at the time he submitted this claim that the claim was false.

20. The Respondent revised and resubmitted his claim to WPS for the post-operative examination and procedures performed at the second post-operative visit on 11/2/02 on claim forms dated 8/7/03, 8/13/03 and 9/24/03. On the revised and resubmitted claim forms dated 8/7/03 and 8/13/03 for services rendered on 11/2/02, Respondent continued to bill \$495.00 for incision and drainage of an abscess on the patient's right hallux. The Respondent knew or should have recognized at the time he revised and resubmitted the claim forms dated 8/7/03 and 8/13/03 that this claim for incision and drainage of an abscess on the patient's right hallux was false. When the Respondent revised and resubmitted his claim to WPS for the post-operative examination and procedures performed at the second post-operative visit on 11/2/02 on the claim form dated 9/24/03, he changed the procedure billed for from the incision and drainage of an abscess to debridement of the skin, full thickness, and continued to bill \$495.00 for this procedure.

21. Respondent created the false billing and submitted the false claim for incision and drainage of an abscess dated 11/6/02 as described in paragraph 19 and resubmitted the false claims for incision and drainage of an abscess dated 8/7/03 and 8/13/03 as described in paragraph 20 to WPS with the intent that they be acted upon by the patient and by WPS.

22. WPS did not make any payments on the claims for incision and drainage of an abscess on 11/2/02.

23. The patient returned to Respondent's office for her third post-operative visit with Respondent on 11/16/02. The Respondent examined the patient's right hallux and noted moist, bloody and serous drainage with minimal erythema to the surrounding tissue but no edema, odor, purulence or pain on palpation. There was no evidence of infection. The condition of the patient's right hallux on 11/16/02 was consistent with a normal post-operative recovery from this type of surgery and did not represent the development of any post-operative complications or infection. Respondent debrided the moist, bloody and serous drainage from the patient's right hallux nail bed and applied a topical antibiotic ointment and a band-aid. This was normal and routine post-operative care.

24. The Respondent billed the patient for the post-operative examination and procedures performed at the third post-operative visit on 11/16/02 and submitted a claim form dated 11/17/02 to WPS for services performed on 11/16/02. This claim form included billings for \$495.00 for incision and drainage of an abscess on the patient's right hallux. In truth and in fact, the patient did not have an infection, an abscess or any other post-operative complication on 11/16/02 and the Respondent did not perform incision and drainage of an abscess on 11/16/02. The Respondent knew or should have recognized at the time he submitted this claim that the claim was false.

25. The Respondent revised and resubmitted his claim to WPS for the post-operative examination and procedures performed at the third post-operative visit on 11/16/02 on claim forms dated 8/7/03, 8/13/03 and 9/24/03. On the revised and resubmitted claim forms dated 8/7/03 and 8/13/03 for services rendered on 11/16/02, Respondent continued to bill \$495.00 for incision and drainage of an abscess on the patient's right hallux. The Respondent knew or should have recognized at the time he revised and resubmitted the claim forms dated 8/7/03 and 8/13/03 that this claim for incision and drainage of an abscess on the patient's right hallux was false. When the Respondent revised and resubmitted his claim to WPS for the post-operative examination and procedures performed at the third post-operative visit on 11/16/02 on the claim form dated 9/24/03, he changed the procedure billed for from the incision and drainage of an abscess to debridement of the

skin, full thickness, and continued to bill \$495.00 for this procedure.

26. Respondent created the false billing and submitted the false claim for incision and drainage of an abscess dated 11/17/02 as described in paragraph 24 and resubmitted the false claims for incision and drainage of an abscess dated 8/7/03 and 8/13/03 as described in paragraph 25 to WPS with the intent that they be acted upon by the patient and by WPS.

27. WPS did not make any payments on the claims for incision and drainage of an abscess on 11/16/02. The patient, in fulfillment of her co-pay responsibilities, made a total payment of \$10.00 for all professional services rendered to the patient on 11/16/02.

### COUNT III

28. S.K., the patient herein, presented to Respondent at his office in Brookfield, Wisconsin on 9/18/02 complaining of painful ingrown toenails on both great toes. Respondent examined the patient's toes and diagnosed ingrown toenails on both the right hallux and the left hallux medial nail borders. Respondent recommended permanent partial hallux medial nail border avulsion bilaterally.

29. On 9/18/02, the Respondent performed the recommended permanent partial hallux medial nail border avulsion, bilaterally, with the patient's consent.

30. The patient at all times relevant to this complaint had health insurance coverage through Aurora Health Care as administered by First Health.

31. The patient returned to Respondent's office for his first post-operative visit with Respondent on 9/25/02. The Respondent examined the patient's left hallux and right hallux and noted moist, bloody and serous drainage, bilaterally, but no evidence of edema, odor, purulence or pain on palpation. There was no evidence of infection in either the right hallux or the left hallux. The condition of the patient's right hallux and left hallux on 9/25/02 was consistent with a normal post-operative recovery from this type of surgery and did not represent the development of any post-operative complications or infection. Respondent debrided the moist, bloody and serous drainage from the patient's right hallux and left hallux medial nail borders and applied a topical antibiotic and band-aids. This was normal and routine post-operative care.

32. The Respondent billed the patient for the post-operative examination and procedures performed at the initial post-operative visit on 9/25/02 and submitted a claim form to First Health for services performed on 9/25/02. This claim form included billings for \$350.00 for incision and drainage of an abscess on the patient's left hallux and \$495.00 for incision and drainage of an abscess on the patient's right hallux. In truth and in fact, the patient did not have an infection, an abscess or any other post-operative complication on either the right hallux or the left hallux on 9/25/02 and the Respondent did not perform incision and drainage of an abscess on either the right hallux or the left hallux on 9/25/02. The Respondent knew or should have recognized at the time he submitted this claim that the claim was false.

33. Respondent created the false billing and submitted the false claim for incision and drainage of abscesses on the right hallux and the left hallux as described in paragraph 32 above with the intent that it be acted upon by the patient and by First Health.

34. First Health, acting in reliance on the representations made by the Respondent in the claim form for services rendered on 9/25/02, paid to Respondent \$115.28 on the claim for the incision and drainage of the abscess on the left hallux and \$209.46 on the claim for the incision and drainage of the abscess on the right hallux. The patient also paid to Respondent a total of \$36.08 to satisfy his co-pay responsibilities for services rendered on 9/25/02.

35. The patient returned to Respondent's office for his second post-operative visit with Respondent on 10/16/02. The Respondent examined the patient's left hallux and right hallux and noted moist, bloody and serous drainage, bilaterally, but no evidence of edema, odor, purulence or pain on palpation. There was no evidence of infection in either the right hallux or the left hallux. The condition of the patient's right hallux and left hallux on 10/16/02 was consistent with a normal post-operative recovery from this type of surgery and did not represent the development of any post-operative complications or infection. Respondent debrided the moist, bloody and serous drainage from the patient's right hallux and left hallux medial nail borders and applied a topical antibiotic and band-aids. This was normal and routine post-operative care.

36. The Respondent billed the patient for the post-operative examination and procedures performed at the second post-operative visit on 10/16/02 and submitted a claim form to First Health for services performed on 10/16/02. This claim form included billings for \$350.00 for incision and drainage of an abscess on the patient's right hallux and \$495.00 for incision and drainage of an abscess on the patient's left hallux. In truth and in fact, the patient did not have an infection, an abscess or any other post-operative complication on either the right hallux or the left hallux on 10/16/02 and the Respondent did not perform incision and drainage of an abscess on either the right hallux or the left hallux on 10/16/02. The Respondent knew or should have recognized at the time he submitted this claim that the claim was false.

37. Respondent created the false billing and submitted the false claim for incision and drainage of abscesses on the right hallux and the left hallux as described in paragraph 36 above with the intent that it be acted upon by the patient and by

First Health.

38. First Health, acting in reliance on the representations made by the Respondent in the claim form for services rendered on 10/16/02, paid to Respondent \$115.28 on the claim for the incision and drainage of the abscess on the right hallux and \$215.86 on the claim for the incision and drainage of the abscess on the left hallux. The patient also paid to Respondent a total of \$29.68 to satisfy his co-pay responsibilities for services rendered on 10/16/02.

39. Respondent, after receiving the co-payments from the patient and the partial payments on his claims from First Health, wrote off the unpaid balance of the claims.

#### COUNT IV

40. R.B., the patient herein, presented to Respondent at his office in Elkhorn, Wisconsin on 9/12/02 complaining of painful ingrown toenails on both great toes. Respondent examined the patient's toes and diagnosed onychomycosis of the hallux nails bilaterally and ingrown hallux nails bilaterally. Respondent recommended permanent hallux medial nail avulsion bilaterally.

41. On 9/12/02, the Respondent performed the recommended permanent hallux medial nail avulsion, bilaterally, with the patient's consent.

42. The patient at all times relevant to this complaint had health insurance coverage through Central States, Southeast & Southwest Areas Health and Welfare Fund.

43. The patient returned to Respondent's office for his first post-operative visit with Respondent on 9/18/02. The Respondent examined the patient's left hallux and right hallux and noted moist, bloody and serous drainage, bilaterally, but no evidence of edema, odor, purulence or pain on palpation. There was no evidence of infection in either the right hallux or the left hallux. The condition of the patient's right hallux and left hallux on 9/18/02 was consistent with a normal post-operative recovery from this type of surgery and did not represent the development of any post-operative complications or infection. Respondent debrided the moist, bloody and serous drainage from the patient's right hallux and left hallux medial nail borders and applied a topical antibiotic and band-aids. This was normal and routine post-operative care.

44. The Respondent billed the patient for the post-operative examination and procedures performed at the initial post-operative visit on 9/18/02 and submitted a claim form dated 9/23/02 to Central States, Southeast & Southwest Areas Health and Welfare Fund for services performed on 9/18/02. This claim form dated 9/23/02 included billings for \$350.00 for incision and drainage of an abscess on the patient's left hallux and \$495.00 for incision and drainage of an abscess on the patient's right hallux. In truth and in fact, the patient did not have an infection, an abscess or any other post-operative complication on either the right hallux or the left hallux on 9/18/02 and the Respondent did not perform incision and drainage of an abscess on either the right hallux or the left hallux on 9/18/02. The Respondent knew or should have recognized at the time he submitted this claim that the claim was false.

45. Respondent created the false billing and submitted the false claim for incision and drainage of abscesses on the right hallux and the left hallux as described in paragraph 44 above with the intent that it be acted upon by the patient and by Central States, Southeast & Southwest Areas Health and Welfare Fund.

46. Central States, Southeast & Southwest Areas Health and Welfare Fund, acting in reliance on the representations made by the Respondent in the claim form dated 9/23/02 for services rendered on 9/18/02, paid to Respondent \$0.00 on the claim for the incision and drainage of the abscess on the left hallux and \$261.60 on the claim for the incision and drainage of the abscess on the right hallux. The patient also paid to Respondent a total of \$10.00 to satisfy his co-pay responsibilities for services rendered on 9/18/02.

47. The patient returned to Respondent's office for his second post-operative visit with Respondent on 10/2/02. The Respondent examined the patient's left hallux and right hallux and noted moist, bloody and serous drainage, bilaterally. There was mild erythema to both nail borders. There was minimal pain on palpation of either hallux. The patient reported that his left hallux had been sore and that he had gotten some pus out of it. The left hallux appeared redder than the right hallux. When Respondent pressed on the proximal medial nail border of the left hallux, he noted the presence of purulence along the medial nail border. Respondent diagnosed a skin infection of the left hallux medial nail border. There was no evidence of infection in the right hallux. The condition of the patient's right hallux on 10/2/02 was consistent with a normal post-operative recovery from this type of surgery and did not represent the development of any post-operative complications or infection. Respondent debrided the moist, bloody and serous drainage from the patient's right hallux and left hallux medial nail borders and applied a topical antibiotic and band-aids. Respondent also prescribed Dicloxacillin 500 mg for the patient to treat the infection in the patient's left hallux.

48. The Respondent billed the patient for the post-operative examination and procedures performed at the second post-operative visit on 10/2/02 and submitted a claim form dated 10/3/02 to Central States, Southeast & Southwest Areas Health and Welfare Fund for services performed on 10/2/02. This claim form included billings for \$350.00 for incision and drainage of an abscess on the patient's left hallux and \$495.00 for incision and drainage of an abscess on the patient's right

hallux. In truth and in fact, the patient did not have an infection, an abscess or any other post-operative complication on the right hallux on 10/2/02 and the Respondent did not perform incision and drainage of an abscess on the right hallux on 10/2/02. The Respondent knew or should have recognized at the time he submitted this claim that the claim was false with respect to his treatment of the right hallux.

49. Respondent created the false billing and submitted the false claim for incision and drainage of an abscess on the right hallux as described in paragraph 48 above with the intent that it be acted upon by the patient and by Central States, Southeast & Southwest Areas Health and Welfare Fund.

50. Central States, Southeast & Southwest Areas Health and Welfare Fund, acting in reliance on the representations made by the Respondent in the claim form dated 10/3/02 for services rendered on 10/2/02, paid to Respondent \$261.60 on the claim for the incision and drainage of the abscess on the right hallux. The patient also paid to Respondent a total of \$20.00 to satisfy his co-pay responsibilities for services rendered on 10/2/02.

51. The patient returned to Respondent's office for his third post-operative visit with Respondent on 10/16/02. The Respondent examined the patient's left hallux and right hallux and noted dry, bloody and serous drainage, bilaterally, but no evidence of edema, odor, purulence or pain on palpation. There was no evidence of infection in either the right hallux or the left hallux. The condition of the patient's right hallux and left hallux on 10/16/02 was consistent with a normal post-operative recovery from this type of surgery and did not represent the development of any post-operative complications or infection. Respondent debrided the dry, bloody and serous drainage from the patient's right hallux and left hallux medial nail borders and applied a topical antibiotic and band-aids. This was normal and routine post-operative care.

52. The Respondent billed the patient for the post-operative examination and procedures performed at the third post-operative visit on 10/16/02 and submitted a claim form dated 10/17/02 to Central States, Southeast & Southwest Areas Health and Welfare Fund for services performed on 10/16/02. This claim form included billings for \$350.00 for incision and drainage of an abscess on the patient's left hallux and \$495.00 for incision and drainage of an abscess on the patient's right hallux. In truth and in fact, the patient did not have an infection, an abscess or any other post-operative complication on either the right hallux or the left hallux on 10/16/02 and the Respondent did not perform incision and drainage of an abscess on either the right hallux or the left hallux on 10/16/02. The Respondent knew or should have recognized at the time he submitted this claim that the claim was false.

53. Respondent created the false billing and submitted the false claim for incision and drainage of abscesses on the right hallux and the left hallux as described in paragraph 52 above with the intent that it be acted upon by the patient and by Central States, Southeast & Southwest Areas Health and Welfare Fund.

54. Central States, Southeast & Southwest Areas Health and Welfare Fund, acting in reliance on the representations made by the Respondent in the claim form dated 10/17/02 for services rendered on 10/16/02, paid to Respondent \$0.00 on the claim for the incision and drainage of the abscess on the left hallux and \$261.60 on the claim for the incision and drainage of the abscess on the right hallux. The patient also paid to Respondent a total of \$10.00 to satisfy his co-pay responsibilities for services rendered on 10/16/02.

55. The patient returned to Respondent's office for his fourth post-operative visit with Respondent on 11/6/02. The Respondent examined the patient's left hallux and right hallux and noted dry, bloody and serous drainage along the medial nail border of the right hallux. There was minimal erythema but no evidence of edema, odor, purulence or pain on palpation of the medial nail borders of either hallux. There was no evidence of infection in either the right hallux or the left hallux. The medial nail border of the left hallux was almost completely healed. The condition of the patient's right hallux and left hallux on 11/6/02 was consistent with a normal post-operative recovery from this type of surgery and did not represent the development of any post-operative complications or infection. Respondent debrided the dry, bloody and serous drainage from the patient's right hallux medial nail border. This was normal and routine post-operative care.

56. The Respondent billed the patient for the post-operative examination and procedures performed at the fourth post-operative visit on 11/6/02 and submitted a claim form dated 11/7/02 to Central States, Southeast & Southwest Areas Health and Welfare Fund for services performed on 11/6/02. This claim form included a billing for \$495.00 for incision and drainage of an abscess on the patient's right hallux. In truth and in fact, the patient did not have an infection, an abscess or any other post-operative complication on the right hallux on 11/6/02 and the Respondent did not perform incision and drainage of an abscess on the right hallux on 11/6/02. The Respondent knew or should have recognized at the time he submitted this claim that the claim was false.

57. Respondent created the false billing and submitted the false claim for incision and drainage of an abscess on the right hallux as described in paragraph 56 above with the intent that it be acted upon by the patient and by Central States, Southeast & Southwest Areas Health and Welfare Fund.

58. Central States, Southeast & Southwest Areas Health and Welfare Fund, acting in reliance on the representations made by the Respondent in the claim form dated 11/7/02 for services rendered on 11/6/02, paid to Respondent \$139.20 on the claim for the incision and drainage of the abscess on the right hallux. The patient also paid to Respondent a total of \$10.00 to satisfy his co-pay responsibilities for services rendered on 11/6/02.

## COUNT V

59. E.L., the patient herein, presented to Respondent at his office in Elkhorn, Wisconsin on 1/3/04 complaining of a painful ingrown toenail on her right hallux. Respondent examined the patient's right hallux and diagnosed an ingrown right hallux medial nail border. Respondent recommended a permanent partial right hallux medial nail border avulsion.

60. On 1/3/04, the Respondent performed the recommended permanent partial right hallux medial nail border avulsion with the patient's consent.

61. The patient at all times relevant to this complaint had health insurance coverage with the Milwaukee Carpenters' District Council Health Fund.

62. The patient returned to Respondent's office for her first post-operative visit with Respondent on 1/16/04. The Respondent examined the patient's right hallux and noted moist, bloody, serous drainage along the medial nail border but no evidence of edema, odor, purulence or pain on palpation. There was no evidence of infection. The condition of the patient's right hallux on 1/16/04 was consistent with a normal post-operative recovery from this type of surgery and did not represent the development of any post-operative complications or infection. Respondent debrided the moist, bloody, serous drainage from the patient's right hallux medial nail border along with minimal tissue. Respondent flushed the wound with hydrogen peroxide and applied a topical antibiotic and a dry sterile dressing. This was normal and routine post-operative care.

63. The Respondent billed the patient for the post-operative examination and procedures performed at the initial post-operative visit on 1/16/04 and submitted a claim form dated 1/16/04 to the Milwaukee Carpenters' District Council Health Fund for services performed on 1/16/04. This claim form included a billing for \$525.00 for incision and drainage of an abscess on the patient's right hallux. In truth and in fact, the patient did not have an infection, an abscess or any other post-operative complication on 1/16/04 and the Respondent did not perform incision and drainage of an abscess on 1/16/04. The Respondent knew or should have recognized at the time he submitted this claim that the claim was false.

64. Respondent created the false billing and submitted the false claim for incision and drainage of an abscess as described in paragraph 63 above with the intent that it be acted upon by the patient and by the Milwaukee Carpenters' District Council Health Fund.

65. The Milwaukee Carpenters' District Council Health Fund did not make any payment on the claim for the incision and drainage of an abscess on the patient's right hallux on 1/16/04 as submitted by Respondent on the claim form dated 1/16/04.

## COUNT VI

66. S.R., the patient herein, presented to Respondent at his office in Waukesha, Wisconsin on 9/15/03 complaining of a painful right heel and pain in both feet. Respondent conducted a clinical examination of the patient, performed a biomechanical evaluation and took x-rays. Respondent diagnosed metatarsalgia bilaterally on the dorsal aspect of the mid-foot; plantar fasciitis of the right foot; abnormal antalgic gait; abnormal pronation bilaterally; and bilateral foot pain.

67. Respondent initiated treatment for the patient's conditions during the 9/15/03 appointment. Respondent recorded in his records for the patient that on 9/15/03 he initiated treatment with ultrasound and iontophoresis for 8 minutes with the ultrasound set at 9 watts. Respondent used Biofreeze as the iontophoresis agent. Respondent also administered a cortisone injection with the addition of Lidocaine and Marcaine into the plantar fascia at the insertion of the medial tubercle of the right calcaneus. Respondent also instructed the patient on some stretching exercises and recommended custom fitted orthotics. The Respondent dispensed generic arch supports and heel cups to the patient to use until she received her custom orthotics. The Respondent casted the patient for the custom orthotics. The Respondent indicated to the patient that he would request preauthorization from the patient's insurance company for the custom orthotics before he ordered the orthotics for the patient.

68. The Respondent did not order the custom orthotics on 9/15/03 or at any time thereafter.

69. In truth and in fact, on 9/15/03, Respondent did not administer any iontophoresis treatments utilizing any therapeutic agent that can be administered by this therapeutic modality.

70. The patient returned to Respondent's office for her second visit with Respondent on 9/29/03. The patient reported that she had been wearing the generic arch supports and heel cups and that the pain in her right heel was no longer present. The patient also reported that the generic heel cups were too large. The Respondent's examination of the patient disclosed no pain on palpation to the right medial tubercle area of her right heel. Respondent's examination disclosed no sign of infection and no erythema or edema present in the right heel. Respondent's diagnoses on 9/29/03 included abnormal antalgic gait, abnormal pronation and resolved plantar fasciitis of the right heel. The Respondent advised the patient that the insurance company would not pay for the custom orthotics and the patient advised the Respondent that she did not wish to order the custom orthotics at that time. The Respondent advised the patient to continue to wear the generic arch supports and

heel cups and he dispensed regular size heel cups for her that better fit her shoes.

71. The patient at all times relevant to this complaint was a member of Associates for Health Care, Inc. and was insured through Midwest Security Insurance Company.

72. The Respondent billed the patient for services rendered on 9/15/03 and submitted a claim form dated 9/18/03 to Midwest Security Insurance Company for services rendered on 9/15/03. Respondent resubmitted claims for these services on claim forms dated 12/10/03 and 1/29/04. These claim forms included billings for \$500.00 for ultrasound to the right foot, \$500.00 for ultrasound to the left foot, \$500.00 for iontophoresis to the right foot and \$500.00 for iontophoresis to the left foot. The Respondent knew or should have recognized at the times that he submitted these claims that the claims were false with respect to the administration of the iontophoresis treatments.

73. The Respondent billed the patient for custom orthotics on 9/15/03 and submitted a claim form dated 9/18/03 to Midwest Security Insurance Company for the custom orthotics. Respondent resubmitted this claim for the custom orthotics on a claim form dated 12/10/03. These claim forms included billings for \$1,750.00 for custom orthotics for the right foot and \$1,750.00 for custom orthotics for the left foot. The Respondent knew or should have recognized at the times that he submitted these claims for the custom orthotics that these claims were false.

74. Respondent created the false billing and submitted the false claims for iontophoresis and for the custom orthotics as described in paragraphs 72 and 73 above with the intent that they be acted upon by the patient and by the Midwest Security Insurance Company.

75. The Midwest Security Insurance Company did not make any payments on the claims for iontophoresis referenced in paragraph 72 above or on the claims for the custom orthotics referenced in paragraph 73 above. The patient paid to Respondent a total of \$238.97 to satisfy her co-pay responsibilities for services and treatments rendered on 9/15/03.

#### COUNT VII

76. K.S., the patient herein, presented to Respondent at his office in West Allis, Wisconsin on 8/15/03 complaining of a pain in the bottom of her feet with cracking of the tissue. Respondent examined the patient and diagnosed tinea pedis of the right foot, xerosis of the first and second metatarsal heads and heels bilaterally, keratosis of the first and second metatarsophalangeal joints and heels bilaterally and fissured skin of the metatarsophalangeal joints and heels bilaterally with foot pain. Respondent debrided the fissured hyperkeratotic lesions and instructed the patient on the use of exfoliating and moisturizing cream and on stretching exercises to reduce the pain in her heels.

77. The patient returned for her second visit with Respondent on 8/22/03. Respondent's examination disclosed mild pain on palpation to the medial tubercle area of the patient's heels. Respondent also performed a biomechanical examination. Respondent diagnosed plantar fasciitis bilaterally, bilateral foot pain and abnormal antalgic gait. Respondent recorded in his records for the patient that on 8/22/03 he initiated treatment on both of the patient's heels with ultrasound and iontophoresis. The ultrasound was set at 9 watts. Biofreeze was used as the iontophoresis agent. Both treatment modalities were performed for 8 minutes. Respondent also recommended custom orthotics but advised the patient that he would seek preauthorization for the custom orthotics from the patient's insurance company before ordering the orthotics. At the appointment on 8/22/03, the Respondent dispensed generic arch supports and heel cups to the patient but the patient returned them before leaving Respondent's office because of her concern for the cost of the devices and the high deductible on her insurance.

78. Respondent did not at any time cast the patient for the custom orthotics or order the custom orthotics for the patient.

79. In truth and in fact, on 8/22/03 Respondent did not administer any iontophoresis treatments utilizing any therapeutic agent that can be administered by this therapeutic modality.

80. The patient at all times relevant to this complaint was a member of the Health Care Network and was insured through Midwest Security Insurance Company.

81. The Respondent billed the patient for services rendered on 8/22/03 and submitted a claim form dated 8/26/03 to Midwest Security Insurance Company for ultrasound and iontophoresis services rendered on 8/22/03. Respondent resubmitted a claim to the Health Care Network for these ultrasound and iontophoresis services on a claim form dated 9/18/03. These claim forms included billings for \$500.00 for ultrasound to the right foot, \$500.00 for ultrasound to the left foot, \$500.00 for iontophoresis to the right foot and \$500.00 for iontophoresis to the left foot. The Respondent knew or should have recognized at the times that he submitted these claims that the claims were false with respect to the administration of the iontophoresis treatments.

82. The Respondent billed the patient for casting for the custom orthotics and for the custom orthotics on 8/22/03 and submitted a claim form dated 8/26/03 to Midwest Security Insurance Company for casting for the custom orthotics and for the custom orthotics. Respondent resubmitted a claim to the Health Care Network for the casting for the custom orthotics

and for the custom orthotics on a claim form dated 9/18/03. These claim forms included billings of \$125.00 for casting for the custom orthotics for the right foot, \$125.00 for casting for the custom orthotics for the left foot, \$1,750.00 for custom orthotics for the right foot and \$1,750.00 for custom orthotics for the left foot. The Respondent knew or should have recognized at the times that he submitted these claims for the casting for the custom orthotics and for the custom orthotics that these claims were false.

83. Respondent created the false billing and submitted the false claims for iontophoresis, for casting for the custom orthotics and for the custom orthotics as described in paragraphs 81 and 82 above with the intent that they be acted upon by the patient and by the Health Care Network and the Midwest Security Insurance Company.

84. The Health Care Network and the Midwest Security Insurance Company, acting in reliance on the representations made by the Respondent in the claim forms dated 8/26/03 and 9/18/03 for services rendered on 8/22/03, paid to Respondent a total of \$2,475.00 on the claim for the custom orthotics for the patient's right and left feet. The Health Care Network and the Midwest Security Insurance Company did not make any payments to Respondent on the claims for the casting for the custom orthotics, the ultrasound treatments or the iontophoresis treatments. The patient also paid to Respondent a total of \$25.00 to satisfy her co-pay responsibilities for services rendered on 8/22/03.

### CONCLUSIONS OF LAW

1. The Wisconsin Podiatrists Affiliated Credentialing Board and the designated Administrative Law Judge have jurisdiction to act in this matter, pursuant to Wis. Stat. § 448.675, and the Administrative Law Judge is authorized to enter into the attached Stipulation and Order, pursuant to Wis. Stat. § 227.44(5).

2. The conduct described in Count I, paragraphs 2 through 9 above, constitutes a violation of Wis. Stat. § 448.675 and Wis. Admin. Code § Pod 2.01(12) in that John S. Lanham, D.P.M. knowingly made false statements or should have known that such were false in practicing under his license to practice podiatric medicine and surgery in Wisconsin with reckless and fraudulent intent and obtained and attempted to obtain professional fees and compensation by fraud and deceit.

3. The conduct described in Count II, paragraphs 10 through 27 above, constitutes a violation of Wis. Stat. § 448.675 and Wis. Admin. Code § Pod 2.01(12) in that John S. Lanham, D.P.M. knowingly made false statements or should have known that such were false in practicing under his license to practice podiatric medicine and surgery in Wisconsin with reckless and fraudulent intent and obtained and attempted to obtain professional fees and compensation by fraud and deceit.

4. The conduct described in Count III, paragraphs 28 through 39 above, constitutes a violation of Wis. Stat. § 448.675 and Wis. Admin. Code § Pod 2.01(12) in that John S. Lanham, D.P.M. knowingly made false statements or should have known that such were false in practicing under his license to practice podiatric medicine and surgery in Wisconsin with reckless and fraudulent intent and obtained and attempted to obtain professional fees and compensation by fraud and deceit.

5. The conduct described in Count IV, paragraphs 40 through 58 above, constitutes a violation of Wis. Stat. § 448.675 and Wis. Admin. Code § Pod 2.01(12) in that John S. Lanham, D.P.M. knowingly made false statements or should have known that such were false in practicing under his license to practice podiatric medicine and surgery in Wisconsin with reckless and fraudulent intent and obtained and attempted to obtain professional fees and compensation by fraud and deceit.

6. The conduct described in Count V, paragraphs 59 through 65 above, constitutes a violation of Wis. Stat. § 448.675 and Wis. Admin. Code § Pod 2.01(12) in that John S. Lanham, D.P.M. knowingly made false statements or should have known that such were false in practicing under his license to practice podiatric medicine and surgery in Wisconsin with reckless and fraudulent intent and obtained and attempted to obtain professional fees and compensation by fraud and deceit.

7. The conduct described in Count VI, paragraphs 66 through 75 above, constitutes a violation of Wis. Stat. § 448.675 and Wis. Admin. Code § Pod 2.01(12) in that John S. Lanham, D.P.M. knowingly made false statements or should have known that such were false in practicing under his license to practice podiatric medicine and surgery in Wisconsin with reckless and fraudulent intent and obtained and attempted to obtain professional fees and compensation by fraud and deceit.

8. The conduct described in Count VII, paragraphs 76 through 84 above, constitutes a violation of Wis. Stat. § 448.675 and Wis. Admin. Code § Pod 2.01(12) in that John S. Lanham, D.P.M. knowingly made false statements or should have known that such were false in practicing under his license to practice podiatric medicine and surgery in Wisconsin with

reckless and fraudulent intent and obtained and attempted to obtain professional fees and compensation by fraud and deceit.

9. The Wisconsin Podiatrists Affiliated Credentialing Board and the designated Administrative Law Judge have the authority pursuant to Wis. Stat. § 440.22 to assess the costs of this proceeding against John S. Lanham, D.P.M.

## ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The license of John S. Lanham, D.P.M. to practice podiatric medicine and surgery in the state of Wisconsin is hereby suspended for a period of 270 days subject to the following terms and conditions:

- a. The period of suspension shall commence 10 days from the effective date of this Final Decision and Order.
- b. The suspension shall be stayed without further petition, notice or hearing after John S. Lanham, D.P.M. has served the first 90 days of the suspension if John S. Lanham, D.P.M. has fully satisfied the required continuing education requirements and has submitted the required proof of attendance as set forth in paragraph 2.b. of this Order within 100 days of the effective date of the Final Decision and Order. If John S. Lanham has not completed the continuing education requirements or has not submitted the required proof of attendance within 100 days of the effective date of this Final Decision and Order, a stay of the remainder of the suspension shall be granted only upon Dr. Lanham's petition for a stay of the suspension and an appearance before the Wisconsin Podiatrists Affiliated Credentialing Board at which Dr. Lanham must demonstrate to the satisfaction of the Wisconsin Podiatrists Affiliated Credentialing Board that he is in compliance with the terms of the Final Decision and Order and that he has completed the required continuing education requirements and has submitted the required proof of attendance.

IT IS FURTHER ORDERED that:

2. The license of John S. Lanham, D.P.M. to practice podiatric medicine and surgery in the state of Wisconsin is hereby limited as follows:

- a. In the first 10 days following the effective date of this Final Decision and Order, John S. Lanham shall not accept any new patients in his practice and shall not initiate any new treatments for patients previously treated by him except that he may continue for the initial 10 days following the effective date of the Final Decision and Order and prior to the suspension of his license to provide post-operative care and continuing care under established treatment plans to patients presently under his care. During this 10 day period, John S. Lanham, D.P.M. shall also make arrangements for the orderly transfer of the care of patients presently under his care to other health care providers and make arrangements as the patients direct for the timely transfer of the patients' medical records to the new health care providers who will be providing the continuing care for the patients.
- b. John S. Lanham shall within 100 days of the effective date of the Final Decision and Order take and satisfactorily complete 3 credit hours of continuing education on CPT coding issues in podiatric practice. The continuing education courses taken in satisfaction of this requirement shall be pre-approved by the Wisconsin Podiatrists Affiliated Credentialing Board or its designee. A course approved to satisfy this requirement and for which no further approval will be required is the course entitled, "Reimbursement, Coding & Compliance For Podiatry" sponsored by the American College of Foot & Ankle Orthopedics & Medicine and by McVey Associates, Inc. All courses taken in satisfaction of this requirement shall be attended in their entirety irrespective of the total number of credit hours involved in attending the courses. Upon completion of the required continuing education courses, John S. Lanham will provide evidence satisfactory to the Wisconsin Podiatrists Affiliated Credentialing Board that he has attended the required courses in their entirety. This evidence will include:
  - i. Certification of attendance from the sponsoring organizations; and
  - ii. Affidavit given under oath by John S. Lanham verifying that he has attended all of the approved courses in their entirety.

John S. Lanham shall pay all costs of attending the approved courses and of verifying attendance at the courses. John S. Lanham shall not apply any of the 3 credit hours earned in satisfaction of this continuing education requirement toward satisfaction of his Wis. Stat. § 448.665 biennial training requirements. All requests for approval of courses, certifications of attendance, affidavits and other documents required to be filed with the Wisconsin Podiatrists Affiliated Credentialing Board shall be mailed, faxed or delivered to:

Department Monitor  
Division of Enforcement  
Department of Regulation and Licensing  
P.O. Box 8935  
Madison, WI 53708-8935  
Telephone no. (608) 267-3817  
Fax (608) 266-2264

Completion of this continuing education requirement and the filing of the required verifications of attendance shall be a pre-requisite to obtaining a stay of the suspension of Dr. Lanham's license to practice podiatric medicine and surgery in the state of Wisconsin as provided in paragraph 1.b. of this Order.

c. John S. Lanham shall permit a person or entity with expertise in billing and CPT coding practices approved and appointed by the Wisconsin Podiatrists Affiliated Credentialing Board to review and monitor his billing practices for a period of 2 years commencing with the date upon which Dr. Lanham resumes his practice of podiatry following the period of suspension of his license. Amphion Medical Solutions, 8517 Excelsior Drive, Suite 402, Madison, Wisconsin 53717 shall be the entity approved upon the effective date of this Order to review and monitor Dr. Lanham's billing practices and to make recommendations for modifications of his billing practices and to file reports as hereinafter set forth. If Amphion Medical Solutions is at any time unable or unwilling to fulfill its duties and responsibilities under the terms of this Order, John S. Lanham may recommend persons or entities to perform this review and monitor function, but the Wisconsin Podiatrists Affiliated Credentialing Board shall retain the sole discretion to select the person or entity to perform this review and monitor function and shall not be required to select the person or entity from the recommendations made by John S. Lanham. Dr. Lanham shall maintain a chronological listing, independent of his regular billing and patient treatment records, identifying the names of all patients treated, the nature of the treatments provided, the dates of treatments and the identities of the persons and entities billed for services rendered. Dr. Lanham shall make this chronological listing available to the person or entity reviewing and monitoring his billing practices. The person or entity reviewing and monitoring Dr. Lanham's billing practices shall select from this chronological listing specific billing records and the supporting patient records to review. The number of billing records and supporting patient records selected for review shall be at the discretion of the person or entity reviewing and monitoring the billing practices. Dr. Lanham shall take whatever action is necessary to permit the person or entity reviewing and monitoring his billing practices to have prompt access to all billing records and supporting patient records selected for review and monitoring.

The person or entity reviewing and monitoring Dr. Lanham's billing practices shall review Dr. Lanham's billing records and supporting patient records to determine the accuracy and appropriateness of Dr. Lanham's billing practices including, but not limited to, the coding utilized by Dr. Lanham and his office staff in support of claims filed with persons or entities for professional services rendered to the patient. The person or entity reviewing and monitoring Dr. Lanham's billing practices shall make recommendations in writing to Dr. Lanham for modifications of his billing practices and Dr. Lanham and his office staff, as directed by Dr. Lanham, shall immediately implement all recommendations made to him by the person or entity reviewing and monitoring Dr. Lanham's billing practices. The person or entity reviewing and monitoring Dr. Lanham's billing practices shall not review or make recommendations regarding Dr. Lanham's fee schedule or the specific professional fees charged by Dr. Lanham for specific professional services or procedures rendered in the ordinary course of Dr. Lanham's practice.

The person or entity reviewing and monitoring Dr. Lanham's billing practices shall conduct this review at least

once every 3 months over the 2 year period during which Dr. Lanham's billing and coding practices are being reviewed and monitored pursuant to the terms of this Order.

The person or entity reviewing and monitoring Dr. Lanham's billing practices shall promptly file regular reports with the Wisconsin Podiatrists Affiliated Credentialing Board following each review of Dr. Lanham's billing practices describing the results of the review, enumerating the recommendations made to Dr. Lanham with a copy of the written recommendations provided to Dr. Lanham, and describing Dr. Lanham's response to the recommendations previously made to Dr. Lanham for modifications to his billing and coding practices. All reports shall be filed with the Wisconsin Podiatrists Affiliated Credentialing Board by mail, fax or delivery to:

Department Monitor  
Division of Enforcement  
Department of Regulation and Licensing  
P.O. Box 8935  
Madison, WI 53708-8935  
Telephone no. (608) 267-3817  
Fax (608) 266-2264

John S. Lanham shall pay all costs and professional fees assessed by the person or entity reviewing and monitoring his billing practices. John S. Lanham shall enter into a contract with the person or entity reviewing and monitoring his billing practices if the person or entity requires a contract to provide said services. Payment in full shall be made directly to the person or entity reviewing and monitoring Dr. Lanham's billing practices within 30 days of mailing or delivery of the statement for costs and professional fees to Dr. Lanham.

d. The limited license will terminate and Dr. Lanham's license to practice podiatric medicine and surgery in Wisconsin will be restored to full and unrestricted status when all of the terms of this Order have been complied with.

IT IS FURTHER ORDERED that:

3. The investigations of 05POD003, 05POD008, 06POD002, 06POD003, 06POD004 and 06POD007 are currently pending before the Wisconsin Podiatrists Affiliated Credentialing Board. The allegations underlying each of these investigations focus on Dr. Lanham's billing and CPT coding practices and are substantially identical to the allegations which form the bases for the pending formal Complaint and this Final Decision and Order. The discipline imposed by this Order is intended to address and correct Dr. Lanham's billing and CPT coding practices including the billing and coding practices currently under investigation in the above referenced cases. Accordingly, 05POD003, 05POD008, 06POD002, 06POD003, 06POD004 and 06POD007 are hereby closed without further investigation or formal disciplinary proceedings.

4. All informal complaints received by the Wisconsin Podiatrists Affiliated Credentialing Board prior to the effective date of this Final Decision and Order where the conduct complained of is of like kind to the conduct which is the basis for this disciplinary action and involves similar allegations relating to Dr. Lanham's billing and CPT code billing practices, including all informal complaints not opened for investigation, all informal complaints opened for investigation, all informal complaints opened for investigation and subsequently closed after investigation without commencement of formal disciplinary action and all informal complaints awaiting screening by the Wisconsin Podiatrists Affiliated Credentialing Board Screening Panel will not be opened or reopened for investigation and investigation will not be pursued by the Wisconsin Podiatrists Affiliated Credentialing Board.

5. All informal complaints received by the Wisconsin Podiatrists Affiliated Credentialing Board on or after the effective date of this Final Decision and Order involving conduct that occurred prior to the effective date of this Final Decision and Order where the conduct complained of is of like kind to the conduct which is the basis for this disciplinary action and involves similar allegations relating to Dr. Lanham's billing and CPT code billing practices will not be pursued by the Wisconsin Podiatrists Affiliated Credentialing Board. The intent of this Final Decision and Order is to address and correct Dr. Lanham's billing and CPT coding practices as they existed prior to the date of this

Final Decision and Order.

IT IS FURTHER ORDERED that:

6. John S. Lanham, D.P.M. will, within 6 months from the date of this Order, pay costs of this proceeding in the amount of \$26,738.71. Payment will be made payable to the Wisconsin Department of Regulation and Licensing, and mailed to:

Department Monitor  
Division of Enforcement  
Department of Regulation and Licensing  
P.O. Box 8935  
Madison, WI 53708-8935  
Telephone (608) 267-3817  
Fax (608) 266-2264

7. Violation of any of the terms of this Order may be construed as conduct imperiling public health, safety and welfare and may result in a summary suspension of John S. Lanham's license. Any violation of the terms of this Order may result in the Board rescinding the stay of the suspension and requiring that John S. Lanham serve the full 270 days of his suspension. The Board in its discretion may in the alternative impose additional conditions and limitations or other additional discipline for a violation of any of the terms of this Order. In the event John S. Lanham fails to pay costs as ordered or fails to comply with the ordered continuing education, John S. Lanham's license #750 SHALL BE SUSPENDED, without further notice or hearing, until John S. Lanham has complied with the terms of this Order.

8. This Order is effective on the date of its signing.

Wisconsin Podiatrists Affiliated Credentialing Board

By: Peggy Wichmann  
Administrative Law Judge

12/26/2006  
Date

STATE OF WISCONSIN  
BEFORE THE PODIATRISTS AFFILIATED CREDENTIALING BOARD

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IN THE MATTER OF THE DISCIPLINARY :  
PROCEEDINGS AGAINST :

JOHN S. LANHAM, D.P.M., :  
RESPONDENT. :

STIPULATION  
LS# 0602222POD

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Division of Enforcement Case Nos.

02POD005; 03POD004; 03POD005; 04POD004; 04POD007; 04POD008; 04POD014; 05POD003; 05POD008;  
06POD002; 06POD003; 06POD004; 06POD007

It is hereby stipulated between John S. Lanham, D.P.M., Respondent herein, and by his attorney, Joseph M. Fasi, II, and Gilbert C. Lubcke, for the Department of Regulation and Licensing, Division of Enforcement, as follows:

1. This Stipulation is entered into as a result of a pending formal disciplinary proceeding involving Respondent's licensure by the Wisconsin Podiatrists Affiliated Credentialing Board, cases 02POD005; 03POD004; 03POD005; 04POD004; 04POD007; 04POD008; 04POD014. Respondent consents to the resolution of this formal disciplinary proceeding by stipulation.

2. The Respondent has denied and contested the allegations of the formal Complaint in this matter. For purposes of this stipulated resolution and in the interests of minimizing the costs of litigation to the parties and achieving a prompt final resolution of this matter, the Respondent denies the allegations of the formal Complaint but permits the Administrative Law Judge to enter the incorporated Final Decision and Order. He does not admit to intentional false billings but does concede reckless coding errors in his billings. The Respondent denies knowingly submitting any false claims for payment with regard to the subject patients, but acknowledges that the coding and recording errors referenced herein did occur and were the result of his conduct.

3. Respondent understands that by signing this Stipulation he voluntarily and knowingly waives his rights, including: the right to a hearing on the allegations against him, at which time the state has the burden of proving those allegations by clear, satisfactory and convincing evidence; the right to confront and cross-examine the witnesses against him; the right to call witnesses on his behalf and to compel their attendance by subpoena; the right to testify himself; the right to file objections to any proposed decision and to present briefs or oral arguments to the officials who are to render the final decision; the right to petition for rehearing; and all other applicable rights afforded to him under the United States Constitution, the Wisconsin Constitution, the Wisconsin Statutes, the Wisconsin Administrative Code, and any other provisions of state or federal law.

4. Respondent has obtained advice of legal counsel prior to signing this Stipulation. The Department of Regulation and Licensing, the Administrative Law Judge and the Wisconsin Podiatrists Affiliated Credentialing Board recognize that the wording of the Final Decision and Order and the Findings of Fact contained therein could theoretically form the basis for adverse collateral legal consequences for the Respondent, including, but not limited to, federal criminal prosecution under the False Claims Act or other laws and exclusion or decertification from Medicare and Medicaid reimbursement eligibility.

The Respondent has a duty to cooperate with the Department of Regulation and Licensing and the Wisconsin Podiatrists Affiliated Credentialing Board and abide by the professional rules of conduct. He has been compelled in this disciplinary matter, as a condition of continuing his licensure and in the course of discovery in this disciplinary matter, to make statements and disclosures, which form the basis for the Findings of Fact and the Conclusions of Law in the Final Decision and Order. The Department of Regulation and Licensing, the Administrative Law Judge and the Wisconsin Podiatrists Affiliated Credentialing Board recognize and affirm that the duties and responsibilities of the Respondent, combined with his subjective

belief that his license is at risk, implicate Respondent's Fifth and Fourteenth Amendment rights under *Garrity v. New Jersey*, 385 U.S. 493 (1967), and further recognize that Respondent's stipulation and agreement to the entry of the Final Decision and Order, pursuant to *Garrity v. New York*, supra, may not be admissible in evidence or be otherwise useable against him in any criminal, exclusion and decertification proceedings.

5. Respondent does not object to the adoption of the attached Final Decision and Order by the Administrative Law Judge. The parties to the Stipulation consent to the entry of the attached Final Decision and Order without further notice, pleading, appearance or consent of the parties. Respondent waives all rights to any appeal of the Administrative Law Judge's order, if adopted in the form as attached.

6. If the terms of this Stipulation are not acceptable to the Administrative Law Judge, the parties shall not be bound by the contents of this Stipulation, and the matter shall be returned to the Division of Enforcement for further proceedings. In the event that this Stipulation is not accepted by the Administrative Law Judge, the parties agree not to contend that the Administrative Law Judge has been prejudiced or biased in any manner by consideration of this attempted resolution.

7. The parties to this Stipulation agree that the Respondent, the attorney for the Respondent, the attorney or other agent for the Division of Enforcement and any member of the Wisconsin Podiatrists Affiliated Credentialing Board ever assigned as an advisor in this investigation may appear before the Administrative Law Judge in open or closed session for purposes of speaking in support of this agreement and answering questions that the Administrative Law Judge may have in connection with the Administrative Law Judge's deliberations on the Stipulation.

8. Respondent is informed that should the Administrative Law Judge adopt this Stipulation, the Administrative Law Judge's Final Decision and Order is a public record and will be published in accordance with standard Department procedure.

9. The Division of Enforcement joins Respondent in recommending the Administrative Law Judge adopt this Stipulation and issue the attached Final Decision and Order.

\_\_\_\_\_  
John S. Lanham, D.P.M.  
5720 West Oklahoma Ave.  
Milwaukee, WI 53219

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph M. Fasi, II  
Gonzalez, Saggio & Harlan, L.L.P.  
Attorney for John S. Lanham, D.P.M.  
225 East Michigan, 4<sup>th</sup> Floor  
Milwaukee, WI 53202

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gilbert C. Lubcke, Attorney  
Division of Enforcement  
Wisconsin Department of Regulation and Licensing  
P.O. Box 8935  
Madison, WI 53708-8935

\_\_\_\_\_  
Date

