

**FILED** CAB

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

APR 20 2010

KS State Board of Healing Arts

In the Matter of )  
)  
**RORY ALAN DOPPS, D.C.** )  
Kansas License No. 01-04902 )  
\_\_\_\_\_ )

KSBHA Docket No. 10-HA00117  
OAH No. 10HA0011

**CONSENT ORDER**

**COMES NOW**, the Kansas State Board of Healing Arts (“Board”) by and through Kelli J. Stevens, Litigation Counsel (“Petitioner”), and Rory Alan Dopps, D.C. (“Licensee”), *pro se*, and move the Board for approval of a Consent Order affecting Licensee’s license to practice chiropractic in the State of Kansas. The parties stipulate and agree to the following:

1. Licensee’s current mailing address as provided to the Board is 250 W. Douglas, #2506, Wichita, Kansas 67202.

2. Licensee is or has been entitled to actively engage in the practice of chiropractic in the State of Kansas, having been issued License No. 01-04902 on approximately August 14, 2004. Licensee holds an active current license, having last renewed his license on or about January 1, 2010.

3. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of the healing arts, specifically the practice of chiropractic. K.S.A. 65-2801 *et seq.*

4. This Consent Order and the filing of such document are in accordance with applicable law and the Board has jurisdiction to enter into the Consent Order as provided by K.S.A. 65-2838. Upon approval, these stipulations shall constitute the findings of the Board, and this Consent Order shall constitute the Board’s Final Order.

5. The Kansas Healing Arts Act is constitutional on its face and as applied in this case.

6. Licensee agrees that, in considering this matter, the Board is not beyond its jurisdiction as provided by law.

7. Licensee voluntarily and knowingly waives his right to a hearing. Licensee voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination of witnesses. Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

8. The terms and conditions of the Consent Order are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Consent Order shall not be binding on the Board until an authorized signature is affixed at the end of this document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Consent Order on behalf of the Board.

9. At all relevant times hereto, Licensee has held an active current license to practice chiropractic in the State of Kansas.

10. The investigative information and status of the pending action in this matter were fully reviewed and considered by the Board members who served on Disciplinary Panel No. 24. Disciplinary Panel No. 24 authorized and directed Board counsel to seek settlement of this matter with the provisions contained in this Consent Order.

11. On or about August 14, 2008, Patient #1, a fifteen (15) year-old-female, presented to Licensee's office with complaints of a sore neck. Patient #1 was treated with chiropractic adjustments and instructed to return as needed.

12. Patient #1 returned to Licensee's office on or about September 2, 2008, following her involvement in an automobile accident that occurred on August 28, 2008. Patient #1 had complaints of middle and low back pain, stiffness and overall soreness, as well as complaints that her neck was stiff and sore.

13. Patient #1 had been evaluated in the emergency department of Via Christi Saint Francis hospital immediately following the accident. Patient #1 had a CT of her cervical spine, which was negative.

14. Licensee knew or should have known about the CT report for Patient #1 from Via Christi Saint Francis, but did not obtain a copy.

15. Between September 2, and November 13, 2008, Patient #1 was treated by Licensee approximately twenty-five (25) times.

16. Between August 14, and November 13, 2008, Licensee took approximately thirty-three (33) x-ray views of Patient #1, including several repeated cervical views.

17. Licensee potentially exposed Patient #1 to unnecessary and cumulative amounts of radiation, which have a risk of physical harm.

18. Licensee failed to properly document his evaluation of and treatment provided to Patient #1 including, but not limited to:

- a. Inadequate documentation of vital signs;
- b. Inadequate documentation of Patient #1's condition and progress following treatment; and
- c. Inadequate documentation of why x-rays needed to be repeated and/or what had changed.

19. On or about August 14, 2008, Patient #2, a seventeen (17) year-old-female, presented to Licensee's office with complaints of low back pain, stiff back and stiff neck. Patient #2 was treated with chiropractic adjustments and instructed to return as needed.
20. On or about September 3, 2008, Patient #2 presented to Licensee's office following her involvement in an automobile accident that occurred on August 28, 2008. Patient #2 had complaints of low and middle back pain, as well as her neck was stiff and hurt.
21. Patient #2 had been evaluated in the emergency department of Via Christi Saint Francis hospital immediately following the accident. Patient #2 had an x-ray of her left forearm, which was negative.
22. Licensee knew or should have known about the x-ray report for Patient #2 from Via Christi Saint Francis, but did not obtain a copy.
23. Between September 3, and December 19, 2008, Patient #2 was treated approximately twenty-five (25) times by Licensee.
24. Between August 14, and November 13, 2008, Licensee took approximately thirty-five (35) x-ray views of Patient #2, including a 2-view left forearm series.
25. Licensee potentially exposed Patient #2 to unnecessary and cumulative amounts of radiation, which have a risk of physical harm.
26. Licensee failed to properly document his evaluation of and treatment provided to Patient #2 including, but not limited to:
  - a. Inadequate documentation of vital signs;
  - b. Inadequate documentation of Patient #2's condition and progress following treatment; and

- c. Inadequate documentation of why x-rays needed to be repeated and/or what had changed.

27. In the course of evaluating and treating Patient #1 and Patient #2, Licensee committed acts in violation of the Healing Arts, including but not limited to K.S.A. 65-2836(b) as further defined by:

- a. K.S.A. 65-2837(b)(21), for performing unnecessary tests, examinations or services which have no legitimate medical purpose; and
- b. K.S.A. 65-2837(b)(25), for failure to keep written medical records which accurately describe the services rendered to the patient, including patient histories, pertinent findings and physical examination results.

28. In the course of evaluating and treating Patient #1 and Patient #2, Licensee committed acts in violation of the Healing Arts, specifically K.S.A. 65-2836(k), for violating a lawful regulation promulgated by the Board, in that Licensee has failed to maintain an adequate patient record as set forth in K.A.R. 100-24-1.

29. While Licensee does not admit the above allegations, Licensee does not contest the Board finding that he has violated the Healing Arts Act. Licensee further waives his right to dispute or otherwise contest the allegations in future proceedings before the Board.

30. Pursuant to K.S.A. 65-2836(b), the Board may revoke, suspend, censure, place under probationary conditions, impose a fine or otherwise limit Licensee's license for the above violations of the healing arts act.

31. As set forth in K.S.A. 65-2838(b), the Board has authority to enter into this Consent Order without necessity of proceeding to a formal hearing.

32. In lieu of the conclusion of formal proceedings and/or the making of findings by the Board, Licensee, by signature affixed to this Consent Order, hereby voluntarily agrees to disciplinary action against his license to engage in the practice of chiropractic as follows:

**PROBATION**

- a. Licensee is hereby placed on probation for a period of at least one (1) year;
- b. During the period of probation, Licensee shall complete remedial

**EDUCATION** at his own expense as follows:

- i. Licensee shall successfully complete the Palmer Chiropractic College online Clinical Imaging course taught by Tracy Littrell, DC, DACBR, for 12.0 hours of credit;
- ii. Licensee shall successfully complete all of the following online courses in Clinical Documentation offered by Chirocredit.com:
  - (A) Documentation 101 for 2.0 hours of credit;
  - (B) Documentation 150 for 1.0 hour of credit;
  - (C) Documentation 151 for 1.0 hour of credit;
  - (D) Documentation 152 for 1.0 hour of credit;
  - (E) Documentation 153 (Documenting Bodily/Personal Injury Cases) for 4.0 hours of credit;
  - (F) Documentation 154 (Risk Management Considerations for Documentation) for 1.0 hour of credit; and
  - (G) Documentation 155 for 2.0 hours of credit.
- iii. Licensee must provide the Board with official documentation of his successful completion for all of the above courses on or before July 30, 2010. Such proof shall be submitted to the attention of: Compliance Coordinator, Kansas Board of Healing Arts, 235 South Topeka Boulevard, Topeka, Kansas 66603.

- c. During the period of probation, Licensee's practice shall be subject to **MONITORING**, the terms of which are as follows:
- i. Licensee shall have his documentation and billing practices assessed and monitored by Coding and Compliance Initiatives, Inc. ("CCI") for a period of at least one (1) year;
  - ii. Licensee shall bear all expenses associated with the practice monitoring;
  - iii. On or before June 1, 2010, CCI shall conduct an initial assessment of Licensee's overall documentation and billing practices. Subsequently, CCI shall prepare a report for Licensee and the Board indicating whether any aspect of Licensee's documentation and billing falls outside of accepted standards for the chiropractic profession. CCI shall then provide Licensee and the Board with recommendations for any modifications to Licensee's current practices. Licensee agrees to implement any such recommendations from CCI;
  - iv. Following the initial review, Licensee shall have his documentation and billing practices monitored by CCI on a quarterly basis for at least one (1) year. Such monitoring shall include randomly selected chart reviews of 5% of all Licensee's patients seen in each three-month period. CCI shall select the charts to review. CCI shall submit quarterly monitoring reports to Licensee and the Board on or before the 30<sup>th</sup> day of the month after each quarter reviewed. The Board must receive the initial report and four (4) quarterly monitoring reports covering a twelve (12) month period; and
  - v. Licensee is responsible for ensuring CCI's timely submission of reports to the Board.
  - vi. The Board's designee, \_\_\_\_\_, shall have the authority to resolve any disputes of the parties or make further orders regarding the procedural and substantive terms of the documentation and billing practice monitoring.
- d. During the period of probation, Licensee shall at all times keep the Board informed of and immediately notify the Board regarding any changes of his practice location(s);

- e. The period of probation set forth herein shall be tolled during the following occurrences:
  - i. Any period of time Licensee is not actively practicing;
  - ii. Any period of time this Consent Order is stayed by administrative or judicial order; and
  - iii. Upon the filing of an administrative Petition alleging Licensee has violated the terms and conditions.
- f. The period of probation is not self-terminating. Licensee may petition the Board for termination of probation upon the satisfactory completion of all probationary terms in this Consent Order;
- g. The Board's jurisdiction to adjudicate a probation violation shall continue for a reasonable period of time after the end of the probation for any violations alleged to have occurred during the probationary period.

33. Licensee's failure to comply with the provisions of the Consent Order may result in the Board taking further disciplinary action as the Board deems appropriate according to the Kansas Administrative Procedure Act.

34. Nothing in this Consent Order shall be construed to deny the Board jurisdiction to investigate alleged violations of the healing Arts Act, or to investigate complaints received under the Risk Management Law, K.S.A. 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 Healing Arts Act.

35. Licensee hereby releases the Board, its employees and agents, from any and all claims, including but not limited to, those damages, actions, liabilities and causes of action, both administrative and civil, including the Kansas Act for judicial Review and Civil Enforcement of

Agency Actions, K.S.A. 77-601 *et seq.* This release shall forever discharge the Board of any and all claims or demands of every kind and nature that Licensee has claimed to have had at the time of this release, or might have had, either known or unknown, suspected or unsuspected, and Licensee shall not commence to prosecute, cause or permit to be prosecuted, any action or proceeding of any description against the Board, its employees or agents, arising out of acts leading to the execution of this Consent Order or the content of this Consent Order.

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

37. This Consent Order, when signed by both parties, constitutes the entire agreement between the parties and may only be modified or amended by a subsequent document executed in the same manner by the parties.

38. 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.

39. Licensee by signature to this document, waives any objection to the participation of the Board members, or 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 proceeding on the basis that the Board member or General Counsel has received investigative information from any source which otherwise may not be admissible or admitted as evidence.

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

41. All correspondence or communication between Licensee and the Board relating to the probationary terms contained in this Consent Order shall be by certified mail addressed to the Kansas Board of Healing Arts, Attn: COMPLIANCE COORDINATOR, 235 S. Topeka Boulevard., Topeka, Kansas 66603.

42. 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. Any violation will also be considered a violation of this Consent Order and may subject Licensee to further disciplinary action by the Board.

43. Upon execution of this Consent Order by affixing a Board authorized signature below, the provisions of this Consent Order shall become an Order under K.S.A. 65-2838. This Consent Order shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further order is required.

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

**IT IS THEREFORE ORDERED** that the Consent Order and agreement of the parties contained herein is adopted by the Board, and is the Order of the Board.

**IT IS FUTHER ORDERED** that Licensee's license is hereby subject to disciplinary action commencing upon the filing of this Consent Order with the Board as follows:

## **PROBATION**

- a. Licensee is hereby placed on probation for a period of at least one (1) year;
- b. During the period of probation, Licensee shall complete remedial

### **EDUCATION** at his own expense as follows:

- i. Licensee shall successfully complete the Palmer Chiropractic College online Clinical Imaging course taught by Tracy Littrell, DC, DACBR, for 12.0 hours of credit;
  - ii. Licensee shall successfully complete all of the following online courses in Clinical Documentation offered by Chirocredit.com:
    - (A) Documentation 101 for 2.0 hours of credit;
    - (B) Documentation 150 for 1.0 hour of credit;
    - (C) Documentation 151 for 1.0 hour of credit;
    - (D) Documentation 152 for 1.0 hour of credit;
    - (E) Documentation 153 (Documenting Bodily/Personal Injury Cases) for 4.0 hours of credit;
    - (F) Documentation 154 (Risk Management Considerations for Documentation) for 1.0 hour of credit; and
    - (G) Documentation 155 for 2.0 hours of credit.
  - iii. Licensee must provide the Board with official documentation of his successful completion for all of the above courses on or before July 30, 2010. Such proof shall be submitted to the attention of: Compliance Coordinator, Kansas Board of Healing Arts, 235 South Topeka Boulevard, Topeka, Kansas 66603.
- c. During the period of probation, Licensee's practice shall be subject to

### **MONITORING**, the terms of which are as follows:

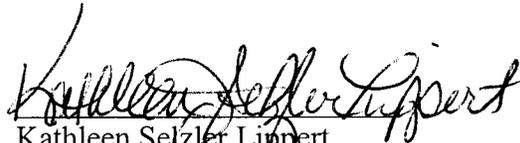
- i. Licensee shall have his documentation and billing practices assessed and monitored by Coding and Compliance Initiatives, Inc. ("CCI") for a period of at least one (1) year;

- ii. Licensee shall bear all expenses associated with the practice monitoring;
  - iii. On or before June 1, 2010, CCI shall conduct an initial assessment of Licensee's overall documentation and billing practices. Subsequently, CCI shall prepare a report for Licensee and the Board indicating whether any aspect of Licensee's documentation and billing falls outside of accepted standards for the chiropractic profession. CCI shall then provide Licensee and the Board with recommendations for any modifications to Licensee's current practices. Licensee agrees to implement any such recommendations from CCI;
  - iv. Following the initial review, Licensee shall have his documentation and billing practices monitored by CCI on a quarterly basis for at least one (1) year. Such monitoring shall include randomly selected chart reviews of 5% of all Licensee's patients seen in each three-month period. CCI shall select the charts to review. CCI shall submit quarterly monitoring reports to Licensee and the Board on or before the 30<sup>th</sup> day of the month after each quarter reviewed. The Board must receive the initial report and four (4) quarterly monitoring reports covering a twelve (12) month period;
  - v. Licensee is responsible for ensuring CCI's timely submission of reports to the Board; and
  - vi. The Board's designee, \_\_\_\_\_, shall have the authority to resolve any disputes of the parties or make further orders regarding the procedural and substantive terms of the documentation and billing practice monitoring.
- d. During the period of probation, Licensee shall at all times keep the Board informed of and immediately notify the Board regarding any changes of his practice location(s);
- e. The period of probation set forth herein shall be tolled during the following occurrences:
- i. Any period of time Licensee is not actively practicing;

- ii. Any period of time this Consent Order is stayed by administrative or judicial order; and
- iii. Upon the filing of an administrative Petition alleging Licensee has violated the terms and conditions.
- f. The period of probation is not self-terminating. Licensee may petition the Board for termination of probation upon the satisfactory completion of all probationary terms in this Consent Order;
- g. The Board's jurisdiction to adjudicate a probation violation shall continue for a reasonable period of time after the end of the probation for any violations alleged to have occurred during the probationary period;

**IT IS SO ORDERED.**

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

  
Kathleen Selzler Lippert  
Acting Executive Director

4/19/10  
Date

  
Rory Alan Dopps, D.C.  
Licensee

3-25-10  
Date

**PREPARED AND APPROVED BY:**



Kelli J. Stevens, #16032  
Litigation Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603  
(785) 296-7413

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the foregoing **CONSENT ORDER** was served this 20<sup>th</sup> day of April, 2010, via United States mail, first class, postage prepaid, and addressed to the following:

Rory Alan Dopps, D.C.  
250 W. Douglas, #2506  
Wichita, Kansas 67202

and a copy was hand-delivered to:

Kelli J. Stevens, Litigation Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603

Melissa Massey, Compliance Coordinator  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603

and the original was filed with the office of:

Kathleen Selzler Lippert  
Acting Executive Director  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603

  
\_\_\_\_\_  
Signature