



4. The Kansas-Physician Assistant Licensure Act is constitutional on its face and as applied in the case. Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.
5. 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.
6. 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.
7. The Board has received information and investigated the same, and has reason to believe that there may be grounds pursuant to K.S.A. 65-28a05, to take action with respect to Licensee's license under the Kansas Physician Assistant Licensure Act, K.S.A. 65-28a01, *et seq.*
8. The violations of the Kansas Physician Assistant Licensure Act arose from the care and treatment of two patients.
9. Patient #1, a sixty-five (65) year old female, presented to Memorial Hospital in Abilene, Kansas, on or about October 31, 2011, at approximately 1721 with

complaints of feeling ill for approximately five days following a Remicade infusion.

10. Following the Remicade infusion, Patient #1 reported developing sores in her mouth, decreased appetite, achiness and chills. Patient #1 was febrile with tachycardia.

11. Patient #1's lab work was abnormal with an elevated white blood count, and Licensee ordered that one (1) liter of normal saline and one (1) gram of Acetaminophen be administered.

12. Licensee diagnosed Patient #1 with Viral Syndrome and an oral viral infection. Patient #1 was prescribed Zovirax and discharged home at 2000.

13. On or about November 3, 2011, Patient #1 again presented to Memorial Hospital. Patient #1 was diagnosed with pneumonia and admitted for further treatment.

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15. Patient #2, a thirty-seven (37) year old male, presented to Memorial Hospital in Abilene, Kansas, on or about December 7, 2011, and was diagnosed with shingles on his back by an emergency room physician.

16. On or about December 11, 2011, Patient #2 again presented to Memorial Hospital at approximately 1235 with a three day history of fever, chills, shaking, mild confusion and pain upon deep breathing. Patient #2 had a productive cough for approximately ten days and a history of pneumonia.

17. Licensee failed to perform a proper work-up of Patient #2. Licensee documented that Patient #2 had compromised respiratory effort due to shingles and diagnosed Patient #2 with bronchitis. Patient #2 was prescribed Levaquin and Albuterol and was discharged at approximately 1305.

18. Following his discharge, Patient #2 presented to a physician elsewhere for care and was found to have bilateral infiltrates and positive blood cultures that grew out strep pneumonia.

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22. Licensee violated K.S.A. 65-28a05(a) as further defined by K.A.R. 100-28a-8(r), for conduct likely to deceive, defraud or harm the public.

23. Licensee further violated K.S.A. 28a05(c) as further defined by K.A.R. 100-28a-7(b) for repeated instances involving failure to adhere to the applicable standard of care to a degree that constitutes ordinary negligence, as determined by the board.

24. Licensee further violated K.S.A. 65-28a05(a) as further defined by K.A.R. 100-28a-8(g)(1-4), for practicing as a physician assistant without reasonable skill and safety to patients

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25. All pending investigation materials in KSBHA Investigation number 12-00419 regarding Licensee, were fully reviewed and considered by the Board members who serve on the Board's Disciplinary Panel No. 27. Disciplinary Panel No. 27 authorized and directed Board counsel to seek settlement of this matter with the provisions contained in this Consent Order.

26. Licensee further understands and agrees that if the Board finds, after due written notice and an opportunity for a hearing, that Licensee has failed to comply with any of the terms of this Consent Order, the Board may immediately impose any sanction provided for by law, including but not limited to suspension or revocation of Licensee's license to practice as a physician assistant in the State of Kansas. Licensee hereby expressly understands and agrees that, at any such hearing, the sole issue shall be whether or not Licensee has failed to comply with any of the terms or conditions set forth in this Consent Order. The Board acknowledges that at any such hearing, Licensee retains the right to confront and examine all witnesses, present evidence, testify on his own behalf, contest the allegations, present oral argument, appeal to the courts, and all other rights set forth in the Kansas Administrative Procedures Act, K.S.A. 77-501 *et seq.*, and the Kansas Physician Assistant Licensure Act, K.S.A. 65-28a01 *et seq.*

27. Nothing in this Consent Order shall be construed to deny the Board jurisdiction to investigate alleged violations of the Kansas Physician Assistant Licensure Act, or to investigate complaints received under the Risk Management Law, K.S.A. 65-4921 *et seq.*, that are known or unknown and are not covered under this Consent Order, or to initiate formal proceedings based upon known or unknown allegations of violations of the Kansas Physician Assistant Licensure Act.
28. Licensee hereby releases the Board, its individual members (in their official and personal capacity), attorneys, employees and agents, hereinafter collectively referred to as "Releasees", from any and all claims, including but not limited to those alleged damages, actions, liabilities, both administrative and civil, including the Kansas Judicial Review Act, K.S.A. 77-601 *et seq.* arising out of the investigation and acts leading to the execution of this Consent Order. This release shall forever discharge the Releasees of any and all claims or demands of every kind and nature that Licensee has claimed to have had at the time of this release or might have had, either known or unknown; suspected or unsuspected, and Licensee shall not commence to prosecute, cause or permit to be prosecuted, any action or proceeding of any description against the Releasees.
29. Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record and shall be reported to any entities authorized to receive disclosure of the Consent Order.
30. 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.

31. 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.
32. Licensee, by signature to this document, waives any objection to the participation of the Board members, including the Disciplinary Panel and General Counsel, in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member or General Counsel in any future proceedings on the basis that the Board member or General Counsel has received investigative information from any source which otherwise may not be admissible or admitted as evidence.
33. Licensee acknowledges that he has read this Consent Order and fully understands the contents.
34. Licensee acknowledges that this Consent Order has been entered into freely and voluntarily.
35. All correspondence or communication between Licensee and the Board relating to the Consent Order shall be by certified mail addressed to:

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

36. Licensee shall obey all federal, state and local laws and rules governing the practice as a physician assistant 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.
37. 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. 65-28a12. 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.
38. This Consent Order constitutes disciplinary action.
39. The Board may consider all aspects of this Consent Order in any future matter regarding Licensee.
40. In lieu of conducting a formal proceeding, Licensee, by signature affixed to this Consent Order, hereby voluntarily agrees to the following disciplinary action on his license to engage in practice as a physician assistant:

**CENSURE**

41. Licensee is hereby **PUBLICLY CENSURED** for violating the Kansas Physician Assistant Licensure Act.

**EDUCATION**

42. Licensee shall attend and successfully complete ten (10) hours of additional continuing medical education credits specifically in the area of "Proper Assessment and Clinical Work-up". Such additional hours shall be at Licensee's own expense.

43. Licensee shall provide the course completion certificate(s) to the Compliance Coordinator, at the address provided above, no later than December 31, 2013.

44. These hours shall be in addition to those hours required for renewal of licensure.

#### **DIRECT SUPERVISION**

45. Licensee shall not practice as a physician assistant unless and until he complies with each of the following:

46. Prior to actively practicing as a physician assistant in the State of Kansas, Licensee agrees to formally enter a Monitoring Agreement under the supervision of a Board approved physician as set forth below:

- a. Licensee shall have direct supervision for 100% of the Licensee's practice for the first six months of the monitoring period to include:
  - i. Direct supervision of all patient contact and subsequent treatment;
  - ii. Review of all Licensee's medical assessments, decisions, and recommendations as it relates to the treatment of a patient or patients prior to further action being taken based upon such medical assessments, decisions, and recommendations;
  - iii. Review of all patients' charts, files and any other medical forms or documentation Licensee is required to document or notate per the standard of care requirements in his particular field of practice;
- b. Licensee shall ensure his monitor supervisor submits monthly reports to the Board's Compliance Coordinator regarding whether Licensee is practicing as a physician assistant with reasonable skill and safety;

- c. The monthly reports shall be due on or before the 1<sup>st</sup> day of the month, with the first report due on or before the 1<sup>st</sup> day of the month immediately following his start date, and every month thereafter;
- d. The monitor supervisor, shall complete and submit all monitoring forms as provided by the Board for each reporting date as outlined above;

47. All reports required pursuant to this Consent Order shall be submitted by certified mail addressed to:

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

48. This direct supervision requirement is self-terminating upon the successful completion of 180 days of such supervision.

#### **MONITORING**

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due no later than January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup> in a given calendar year.

- v. Any request for the termination of this requirement must follow the standard procedure for the termination of any/all Consent Order requirements. Licensee must submit the request in writing with all supporting material. Upon receipt of the written request, the matter will be scheduled for a Conference Hearing before the Board to approve/disapprove the termination of such provision(s).

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- iv. Any request for the termination of this requirement must follow the standard procedure for the termination of any/all Consent Order requirements. Licensee must submit the request in writing with all supporting material. Upon receipt of the written request, the matter will be scheduled for a Conference Hearing before the Board to approve/disprove the termination of such provision(s).

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- m. Licensee will furnish a copy of this Consent Order to each and every state in which he holds licensure or applies for licensure, and to an appropriate work site supervisor or personnel **Confidential**
- n. Licensee shall notify the Board or its designee within three (3) days of any citation, arrest or charge filed against him or of any conviction for any traffic or criminal offense.
- o. Licensee shall at all times keep Board staff informed of all his current practice locations, addresses and telephone numbers. Licensee shall provide the above information in writing to the Board within ten (10) days of any such change.

#### **TIMEFRAME**

50. The above monitoring provisions are not self-terminating. After a period of three (3) years, Licensee may request modification or termination of the provisions. For any period of time that Licensee is not actively practicing as a physician's assistant in Kansas, the monitoring provisions will remain in effect but will be tolled and not counted toward reducing the three (3) year timeframe.

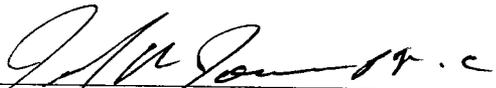
**IT IS THEREFORE ORDERED** that the Consent Order and agreement of the parties contained herein is adopted by the Board as findings of fact, conclusions of law, and as a Final Order of the Board.

**IT IS SO ORDERED** on this 14<sup>th</sup> day of October, 2013.

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

  
Kathleen Selzler Lippert  
Executive Director

10/14/13  
Date

  
Jerald R. Jones, Jr., P.A.  
Licensee

10/11/13  
Date

PREPARED AND APPROVED BY:

  
Seth K. Brackman, #23726  
Associate Litigation Counsel  
Kansas Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612  
785-368-7257

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that I served a true and correct copy of the Consent Order by United States mail, postage prepaid, on this 14<sup>th</sup> day of October, 2013, to the following:

Jerald R. Jones, Jr., P.A.  
Licensee  
**Confidential**  
Abilene, Kansas 67410

And the original was hand-filed with:

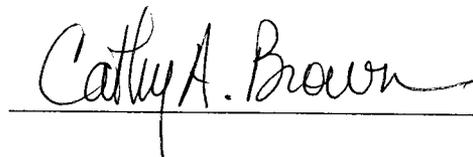
Kathleen Selzler Lippert  
Executive Director  
Kansas Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612

And a copy was hand-delivered to:

Seth K. Brackman  
Associate Litigation Counsel  
Kansas Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612

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

Katy Lenahan  
Licensing Administrator  
Kansas Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612

  
Cathy A. Brown