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BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

KS State Board of Healing Arts

In the Matter of)
)
Jade M. Meylor, D.C.) Docket No. 18-HA 000 36
Kansas License No. 01-05009)

CONSENT ORDER

COMES NOW, the Kansas State Board of Healing Arts, ("Board"), by and through Reese H. Hays, Litigation Counsel ("Petitioner"), and Jade M. Meylor, D.C. ("Licensee"), by and through his attorney Brian J. Niceswanger of Evans & Dixon, LLC, 51 Corporate Woods 9393 West 110th Street, Suite 120, Overland Park, Kansas 66210, and move the Board for approval of a Consent Order affecting Licensee's license to practice chiropractic in the State of Kansas. The Parties stipulate and agree to the following:

1. Licensee's last known mailing address to the Board is: [REDACTED] Lenexa, KS 66220.
2. Licensee is or has been entitled to engage in the practice of chiropractic in the State of Kansas, having been issued License No. 01-05009 on or about December 10, 2005. Licensee most recently failed to renew his license by January 31, 2018, and his license is currently Cancelled-Failure to Renew.
3. Licensee has been licensed to practice chiropractic in the State of Iowa, and his license status is currently Inactive.
4. 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 care. K.S.A. 65-2801 *et seq.* and K.S.A. 65-2871.

Consent Order
Jade M. Meylor, D.C.

5. This Consent Order and the filing of such document are in accordance with applicable law and the Board has jurisdiction to enter into the Consent Order as provided by K.S.A. 77-505 and 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.

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

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. The Board has received information and investigated the same, and has reason to believe that there may be grounds pursuant to K.S.A. 65-2836(b), K.S.A. 65-2836(k), K.S.A. 65-2837(b)(25), and K.A.R. 100-24-1, to take action with respect to Licensee's license under the Kansas Healing Arts Act K.S.A. 65-2801 *et seq.*

10. The facts supporting the allegations in this Consent Order are, but not limited to the following:

11. On or about March 3, 2016, the Board received a patient complaint from Patient 1 alleging Licensee was charging excessive fees, charging for services not rendered, failing to timely submit claims to the patient's insurance company, and guaranteeing he could make the patient's pain go away.

12. On or about September 20, 2013, Patient 1, a thirty-four (34) year old male, was in a motor vehicle accident.

13. Following the motor vehicle accident, Patient 1 was treated by his primary care physician with Prednisone. After receiving treatment by his primary care physician and not improving, Patient 1 was referred to Licensee.

14. Licensee provided care and treatment to Patient 1 from on or about November 6, 2013, through on or about February 3, 2014.

15. Licensee first saw Patient 1 on or about November 6, 2013. The medical records from this appointment reveal:

- a. Licensee incorrectly documented Patient 1's name as [REDACTED]
- b. Licensee documented cervical and thoracic symptoms, moderate concussion symptoms, and specific cervical range of motion parameters. He failed to document specific thoracic range of motion measurements;
- c. Licensee documented, "a 5 view series of the cervical spine was taken. Please see radiology report." However, the radiology report was not written until on or about November 14, 2013;

- d. The x-ray report indicated only lateral views were taken, not the five (5) view series documented by Licensee, and suggested “completion of the study is recommended” if clinically indicated. No thoracic views were obtained;
- e. Licensee billed for two (2) views, rather than the five (5) views he documented having obtained;
- f. Licensee documented the “Croft Guidelines for categorizing and treatment recommendations for motor vehicle wreck injuries” into the Recommendations section of his initial evaluation and categorized Patient 1 as Grade III;
- g. Licensee recommended Patient 1 to refrain from vacuuming, sweeping, or lifting anything over ten (10) pounds until further recommendations were given. He also recommended ice fifteen (15) minutes per hour in involved areas. Licensee failed to specify what the involved areas were;
- h. Licensee indicated the patient was to return, “as soon as possible for treatment and recommendations.”; and
- i. Licensee failed to document having provided any treatment, a treatment plan, or goals.
- j. Additionally, on or about November 6, 2013, Patient 1 signed a “Provider/Patient Assignment, Lien, Records Release and Payment Agreement” authorizing Licensee to request and receive from any insurer or other third-party payer, any and all information and documentation pertaining to Patient 1’s healthcare.

k. The following day, on or about November 7, 2013, Licensee saw Patient 1 again and documented, “No noticable (sic) changes have been reported since the last encounter, however, the patient and I remain optimistic that the treatment plan goals will be met.”

l. That day, Licensee prescribed a “cervical support” for use to help relax the cervical muscles and speed up the healing process. He billed \$175.00 for the item under code HCOCS E0190 (positioning cushion/pillow/wedge, any shape or size, includes all components and accessories).

m. On or about December 2, 2013, Licensee prescribed another “cervical support” for the same purpose as previously mentioned, and billed \$250.00 for the item under code E0855 (cervical traction equipment not requiring additional stand or frame).

n. For both the November 7, 2013, and December 2, 2013, visits, Licensee failed to document follow up on the use or effectiveness of either device, and failed to explain why two (2) different cervical support devices were necessary.

o. On or about December 10, 2013, Licensee documented Patient 1 had decreased palpatory tenderness, rated as a three (3) out of four (4); and the following day, Licensee documented Patient 1 had increased palpatory tenderness, but again rated it as a three (3) out of four (4) (emphasis added);

p. On or about January 2, 2014, Licensee documented Patient 1’s condition remained consistent since the last treatment, and despite complicating factors, Patient 1 “will benefit from full recovery or at least improve function.” Licensee wrote he instructed Patient 1 to follow up with his primary care physician about physical therapy for continued treatment. Licensee failed to document the complicating factors.

q. On or about January 6, 2014, Patient 1 expressed frustration with the duration of the treatment process. Licensee again documented that Patient 1, “will benefit from full recovery or at least improved function.”

r. On or about January 20, 2014, Licensee documented Patient’s 1’s score on the Functional Outcome Evaluation fell within the forty-one (41) to sixty (60) percent range of disability on the Functional Rating Index estimate of disability score which corresponds with “a SEVERE disability rating due to the patient’s identified deficiencies in function and behavior, as well as the patient’s perceived symptoms.” Licensee further stated, “the area of complaint has been treated as indicated on the physical exam form” – but failed to provide the physical exam form.

s. Three (3) days later, on or about January 23, 2014, Licensee documented that Patient 1’s percentage of improvement was sixty (60) to eighty (80) percent and his “overall assessment of response to date is greatly improved.”

t. On or about February 3, 2014, Licensee noted that Patient’s 1’s overall progress was “very slow but still positive throughout since his first treatment.” Licensee suggested Patient 1 follow up with his primary physician to discuss other types of therapy that could help his conditions. However, Licensee was willing to “treat as long as improvements are being made.”

u. Following the February 3, 2014, appointment, Patient 1 did not return to Licensee for further treatment.

16. A comprehensive review of all of Licensee’s medical records for Patient 1 reflect the additional inconsistencies and deficiencies:

- a. Licensee failed to document what exact chiropractic manipulative treatment was used, or the specific area treated;
- b. Licensee failed to document exactly what therapeutic exercises were performed;
- c. Licensee failed to document specific locations upon which positional release, active release, and proprioceptive neuromuscular facilitation stretching were performed;
- d. Licensee referred to physical exam forms on seven (7) of his Assessment Notes, but failed to include any of the physical exam forms in the record. The Board requested a copy of all seven (7) of the physical exam forms, and Licensee only provided one (1), labeled “eNarrative Physical Examination.”;
- e. Licensee failed to authenticate his documentation, and on at least one (1) occasion, someone other than Licensee clearly documented in the record as evidence by the statement, “Dr. Meylor referred [Patient] for a massage because of his tight suboccipital muscles on the right side”; and
- f. Licensee’s notes generally consist of the same sentences in rearranged order, and at times, the notes are exactly the same. Typos are also consistent note to note. All of this suggests Licensee cuts and pastes notes, rather than creating appropriate documentation.

17. Licensee acknowledges that if formal hearing proceedings were conducted and Licensee presented no exhibits, witnesses, or other evidence, the Board has sufficient evidence to prove that Licensee has violated the Kansas Healing Arts Act with respect to the above allegations. Licensee further waives his right to dispute or otherwise contest the allegations contained in the above paragraphs in any further proceeding before this Board.

18. Licensee violated K.S.A. 65-2836(b) in that Licensee committed an act of unprofessional or dishonorable conduct or professional incompetency.

19. Licensee violated K.S.A. 65-2836(b), as further defined by K.S.A. 65-2837(b)(25), in that Licensee failed to keep written medical records which accurately describe the services rendered to Patient 1, including patient histories, pertinent findings, examination results and test results.

20. Licensee violated K.S.A. 65-2836(k), in that Licensee violated a lawful rule and regulation promulgated by the Board. Specifically, Licensee violated K.A.R. 100-24-1 in that Licensee failed to keep accurate records including the treatment performed or recommended, and failing to authenticate each entry.

21. Pursuant to K.S.A. 65-2836, the Board may revoke, suspend, limit, censure or place under probationary conditions Licensee's license, and pursuant to K.S.A. 65-2863(a) the Board has the authority to impose administrative fines for violations of the Kansas Healing Arts Act.

22. According to K.S.A. 65-2838(b) and K.S.A. 77-505, the Board has authority to enter into this Consent Order without the necessity of proceeding to a formal hearing.

23. All pending investigation materials in KSBHA Investigation No. 16-00497 regarding Licensee, were fully reviewed and considered by the Board members who serve on the Board's Disciplinary Panel. Disciplinary Panel No. 32 authorized and directed Board counsel to seek settlement of this matter with the provisions contained in this Consent Order.

24. Licensee further understands and agrees that if the Board finds, after due written notice and an opportunity for a hearing, that Licensee has failed to comply with any of the terms of this Consent Order, the Board may immediately impose any sanction provided for by law, including but not limited to suspension or revocation of Licensee's license to practice chiropractic in the

State of Kansas. Licensee hereby expressly understands 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 Healing Arts Act K.S.A. 65-2801 *et seq.*

25. Nothing in this Consent Order shall be construed to deny the Board jurisdiction to investigate alleged violations of the Kansas Healing Arts Act or to investigate complaints received under the Risk Management Law, K.S.A. 65-4921 *et seq.*, that are known or unknown and are not covered under this Consent Order, or to initiate formal proceedings based upon known or unknown allegations of violations of the Kansas Healing Arts Act.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

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

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

33. 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.

34. 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.

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

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

37. Licensee understands that a Temporary License shall be issued based upon Licensee's signing this Consent Order, paying the temporary license fee, and abiding by the terms of this Consent Order. Licensee further understands that the Temporary License is only effective until a conference hearing is held by the Board on ratification of this Consent Order and that if the Board fails to ratify this Consent Order, the Temporary License shall immediately expire at the conclusion such hearing. If the Board ratifies this Consent Order, Licensee shall be reinstated with an Active license under the terms of this Consent Order.

38. 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 the practice of chiropractic:

PUBLIC CENSURE

39. Licensee is hereby **publicly censured** for violating the Kansas Healing Arts Act.

FINE

40. Licensee is hereby ordered to pay a FINE in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS, (\$2,500.00) for violations of the Kansas Healing Arts Act.

41. Such fine shall be paid in full, to the Board on or before May 1, 2018, in the form of a Cashier's Check or Money Order to the "Kansas State Board of Healing Arts."

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

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

EDUCATION: ETHICS

43. Licensee shall attend and successfully complete the in-person ProBe: Ethics and Boundaries Program presented by the Center for Personalized Education for Physicians ("CPEP") on or before August 31, 2018, unless otherwise approved by the Board.

44. On or before May 1, 2018, Licensee shall notify the Compliance Coordinator in writing of which course date Licensee has registered to attend.

45. Licensee shall provide proof of successful competing of the ProBe program to the Compliance Coordinator within thirty (30) days of successfully completing the program.

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

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

48. All documentation required pursuant to this Consent Order shall be submitted to:

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

EDUCATION: CHIROPRACTIC RECORD KEEPING AND BILLING SEMINAR

49. Licensee shall attend in person and successfully complete “Got Documentation” seminar put on by Dr. Gregg Friedman, D.C. on or before August 31, 2018, unless otherwise approved by the Board. Scheduling of said seminar may be found at:

<http://www.gotdocumentation.com/Seminars.html>

50. Licensee shall provide proof of successful competing of the “Got Documentation” seminar to the Compliance Coordinator within thirty (30) days of successfully completing the program.

51. All costs associated with the above shall be at Licensee’s own expense to include, but is not limited to, the cost of the course(s)/program(s), the cost of travel to and from the course(s)/program(s), and the cost of accommodations while attending the course(s)/program(s). These hours shall be in addition to those continuing education hours required for renewal of licensure.

52. Licensee shall provide proof of successful completion of the education requirements to the Compliance Coordinator within thirty (30) calendar days of successfully completing the continuing education.

53. Proof of successful completion of the education requirements shall be submitted by sending the same to:

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

BILLING AND DOCUMENTATION MONITORING

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

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

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

57. Licensee shall sign a contract with T.O.P. Education, LLC for monitoring for no less than one (1) year and provide a copy of the contract to the Board within thirty (30) calendar days of attending the chosen in-person medical record-keeping course above.

58. The Monitor shall conduct his/her first review within thirty (30) calendar days of Licensee’s attending of the “Got Documentation” seminar.

59. Monitoring shall include:

- a. Licensee will randomly choose a minimum of twenty (20) patient charts from patients who were seen by Licensee in the preceding month to send to T.O.P. Education, LLC on the 28th of each month. Out of those patient charts, T.O.P. Education, LLC may choose to review all of the patient charts submitted or at the minimum randomly choose at least ten (10) patient charts to review Licensee's documentation and billing.
- b. Monitor(s) shall submit a written report of the results of each review to the Board on a quarterly basis as described below. The report shall identify any deficiencies in Licensee's practices, which in the professional judgment of the Monitor(s) reasonably warrants corrective action by Licensee. The Monitor(s) shall provide a copy of each report to Licensee and the Board;
- c. Monitoring reports shall be due quarterly to the Board. The first quarterly monitoring report shall be due on July 1, 2018 and thereafter the quarterly reports will be due on the first day of each fiscal quarter;
- d. Licensee is responsible for ensuring T.O.P. Education, LLC's timely submission of reports to the Board; and
- e. Licensee shall take any and all corrective actions which are reasonably necessary to correct any and all deficiencies identified in any of the practice reviews conducted by the Monitor.
- f. Licensee expressly agrees that he shall be responsible for all costs and expenses associated with the Practice Monitoring by T.O.P. Education, LLC and that the Board shall bear no responsibility or liability for the costs of those services.

60. Additionally, during the course of T.O.P. Education, LLC's monitoring of Licensee, the Board will have an investigator, in coordination with T.O.P. Education, LLC, perform at least one (1) site visit to Licensee's practice location(s) in order to perform an inspection to ensure Licensee is in compliance with all statutory and regulatory requirements in force at the time of the site visit.

61. All reports required pursuant to this Consent Order shall be submitted to:

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

ESSAY

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

63. The essay shall be submitted to the Board thirty (30) days after his attendance of the last required course and the completion of monitoring.

64. All documentation required under this Consent Order shall be submitted to:

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

TIMEFRAME

65. This Consent Order is not self-terminating. After a period of one (1) year, Licensee may request modification or termination of the provisions. For any period of time that Licensee is not

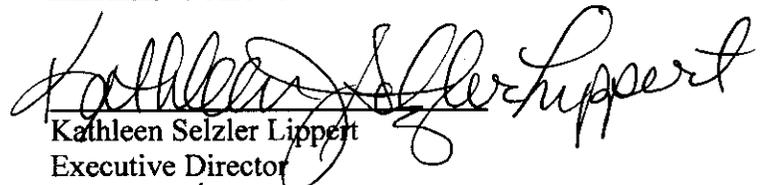
actively practicing chiropractic in the State of Kansas, the monitoring provisions will remain in effect but will be tolled and not counted towards reducing the one (1) year timeframe.

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

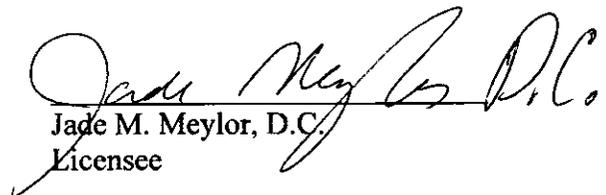
IT IS FURTHER ORDERED that upon meeting all technical requirements for licensure, Licensee shall be reinstated with an Active license, pursuant to the conditions above.

IT IS SO ORDERED on this 19 day of Feb, 2018.

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

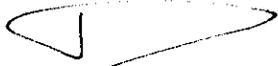

Kathleen Selzler Lippert
Executive Director

2/19/18
Date


Jade M. Meylor, D.C.
Licensee

2-19-18
Date

PREPARED AND APPROVED BY:



Reese H. Hays, #22700
Litigation Counsel
Kansas Board of Healing Arts
800 SW Jackson Ave, Lower Level Ste A
Topeka, Kansas 66612
Phone: 785-296-0961
Fax: 785-368-8210
Email: reese.hays@ks.gov

APPROVED BY:

Brian J. Nicewanger, #12537
Evans & Dixon, LLC
51 Corporate Woods
9393 West 110th Street, Ste. 120
Overland Park, Kansas 66210
Phone: 816-472-6000
Fax: 816-472-4013
Email: bniceswanger@evans-dixon.com

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 19th day of Feb, 2018, to the following:

Jade M. Meylor, D.C.
Licensee
[REDACTED]
Lenexa, KS 66215

Brian J. Nicewanger, #12537
Attorney for Licensee
51 Corporate Woods
9393 West 110th Street, Suite 120
Overland Park, Kansas 66210

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:

Reese H. Hays
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

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


Beth Viresten
Operations Manager

Consent Order
Jade M. Meylor, D.C.