

Detailed Search Results

Profile for Jay M. Goodbinder

Personal Information

Profession: Chiropractor (DC)

Address:
800 e 101st terr.
ste 100
kansas city, MO, 64131

Phone: (913) 339 9951
Fax: (913) 339 9953

Year of Birth: 1978

School Name: Cleveland Chiropractic College
Degree Date: 08/19/2011

License Information

License Number: 01-05460
License Type: Cancelled - Failure to Renew
License Status: Previous
License Cancellation Date: 01/31/2021
Original License Date: 02/10/2012
Last Renewal Date: 02/01/2020
Date This Status: 05/11/2021
Continuing Education Year: 2019
Temporary License Permit Number:
Temporary License Permit Issue Date:
Temporary License Permit Expiration Date:

Practice Specialty

Specialties and board certifications are for MDs and DOs only and are self-reported. Therefore, they are not independently verified by the Board of Healing Arts.

Other KSBHA Licenses

None Reported

KSBHA Actions

[Journal Entry Granting Motion to Terminate Consent Order, 11/09/2020](#)
[Public Censure, Fine, Education, 06/18/2019](#)

Health Care Facility Privilege Actions

None Reported

Other Public License Actions, DEA Actions, Criminal Actions, or Miscellaneous Information

None Reported

Statement from Licensee or Registrant

FILED
JUN 17 2019
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BEFORE THE BOARD OF HEALING ARTS KS State Board of Healing Arts
OF THE STATE OF KANSAS

In the Matter of)
) **Docket No. 19-HA00099**
JAY M. GOODBINDER, D.C.)
Kansas License No. 01-05460)

CONSENT ORDER

COMES NOW, the Kansas State Board of Healing Arts, (“Board”), by and through Courtney E. Manly, Associate Litigation Counsel, (“Petitioner”), and Jay M. Goodbinder, D.C. (“Licensee”), by and through his attorney Barry Grissom, of Barry Grissom Law Office, and move the Board for approval of a Consent Order affecting Licensee’s license to practice chiropractic in Kansas. The Parties stipulate and agree to the following:

1. Licensee’s last known mailing address to the Board is: [REDACTED]
[REDACTED].
2. Licensee has been entitled to engage in the practice of chiropractic in Kansas, having been issued original license number 01-05460 on February 10, 2012. Licensee’s current license status is Active, having last renewed such license on or about December 5, 2018.
3. The Board is the sole and exclusive administrative agency in Kansas authorized to regulate the practice of the healing arts, and specifically the practice of chiropractic. K.S.A. 65-2801 *et seq.* and K.S.A. 65-2871.
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. 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.

Consent Order
Jay M. Goodbinder, D.C.

5. 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.

6. 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.

7. 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.

8. The Board has received information and investigated the same, and has reason to believe there may be grounds under K.S.A. 65-2836(b), K.S.A. 65-2836(d), K.S.A. 65-2836(f), K.S.A. 65-2836(k), K.S.A. 65-2837(b)(1), K.S.A. 65-2837(b)(4), K.S.A. 65-2837(b)(12), K.S.A. 65-2837(b)(25), K.S.A. 65-2885, 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.*

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

10. Licensee is the owner and operator of The Epigenetics Healing Center in Overland Park, Kansas located at: 4601 W. 109th St., Suite 325, Overland Park, Kansas 66211.

11. On or about January 4, 2015, Licensee placed an advertisement in the Kansas City Star for a free seminar hosted by Licensee entitled “Solutions to the Thyroid Mystery.” The advertisement included the following:

- a. At the top, in bold print, “90% of people taking thyroid hormones will fail to feel normal.....”
- b. In smaller print below, “Learn what causes 90% of thyroid problems in the US. What missing lab tests are needed to identify your problem? Why simply taking thyroid medication may not impact your condition? What really works to improve your condition, safely and healthfully!”
- c. “Presented by leading wellness expert Dr. Jay Goodbinder, PSc. D”

12. Despite using the prefix “Dr.” before his name, Licensee failed to use any words or letters to identify himself as licensed to practice chiropractic in Kansas anywhere on this advertisement.

13. [REDACTED]

14. On or about January 6, 2015, on Licensee’s website under the “Meet the Doctor” heading, Licensee was repeatedly referred to by the letters “Dr.” and term “doctor,” and the letters “PSc.D” alone followed his name in almost every instance it appeared. Licensee did not use the letters “D.C.” or any other appropriate words to identify himself as licensed to practice chiropractic in Kansas. However, the website did indicate Licensee attended Cleveland Chiropractic College and the specific web address for the “Meet the Doctor” page was <http://drgoodbinder.com/meet-the-chiropractor.html>

15. On or about January 6, 2016, under the website's "Services" heading, specialties listed included "Functional Medicine, Hyperbarics, Nutritional Counseling, and Prenatal Care" Regarding Prenatal Care, on or about December 2, 2015, the website specifically stated Licensee "can also gently adjustment [sic] pregnant women". Regarding Functional Medicine, on or about April 15, 2016, the website specifically stated Licensee "will run blood tests that will show where a client is not functioning properly and then will help the tissue or organ obtain the nutrients it needs to function properly." The specific website address for the "Services" page was <http://drgoodbinder.com/services/>

16. At some time between January 6, 2015, and March 12, 2018, Licensee's website was changed, under the "Meet the Doctor" heading, removing the letters "PSc.D" after his name and adding the letters "DC" and "DABCI" after his name.

17. On or about April 7, 2015, Licensee submitted a letter to the Board in response to the Board's investigation. In his letter, Licensee stated:

- a. "I do not use the title 'D.C.' because, [sic] I am not advertising nor promoting anything related to chiropractic care." He continues, "[i]n other words I am not acting as nor in the capacity of a licensed Healing Arts practitioner when engaged in such activities; Therefore I (and my actions) do not fall under the authority or jurisdiction of the Kansas Healing Arts Act."
- b. Licensee then explains, "I present myself and promote my services as a 'Doctor of Pastoral Science & Medicine', duly licensed by the Pastoral Medical Association, and not as a D.C. or Chiropractor." He further claims, "It is clear in all advertising and

promotions that I did not ‘represent myself [or services] as engaged in the practices of any branch of the healing arts.’ (brackets and words therein used in original).

- c. Licensee explains the Pastoral Medical Association (“PMA”) is a “Private Ecclesiastical Membership Association” which operates in the U.S. “under common and ecclesiastical law and in line with instructive opinions in an overwhelming number of Supreme Court cases.”
- d. Licensee states the PMA awarded him a “Doctorate Level License known as ‘Doctor of Pastoral Science & Medicine[.]’”
- e. Licensee claims he operates “a healthcare ministry, based upon religious freedom and in the private (not public). All persons involved, both practitioners and patients/clients are members, therefore we establish a private member to member relationship and not that of a public doctor-patient relationship.”
- f. Licensee further claims, “[w]hen a PMA licensed provider is acting or advertising under the PSc.D, and not offering or providing state licensed services, he/she is acting in the capacity of a PMA member provider and not a state licensed individual or chiropractor, therefore Chiropractic Board rules do not apply, period, and the Board has no legislative authority or legal basis to interfere with these private ecclesiastical activities.”

18. [REDACTED] regarding another advertisement for a seminar hosted by Licensee which appeared in the May 3, 2015, issue of the Kansas City Star. This advertisement included the following:

- a. In large print at the top: “Are You Suffering From Low Thyroid Symptoms, Despite Thyroid Hormone Therapy?” “Fatigue, Inability To Lose Weight, Brain Fog, Depression?”
- b. Just below: “Attend Our Free Information Packed Dinner Seminar And Discover What Is Being Missed[.]” “Presented By Dr. Jay Goodbinder, PSc.D, National Speaker, and Noted Wellness Expert[.]”
- c. In small print at the bottom: “As a licensed provider for the Pastoral Medical Association, Dr. Goodbinder serves members of the association’s free *Member Share Network*. He advocates restoring Prevention to healthcare, offering natural, non invasive programs for gaining and preserving wellness through broad *lifestyle enrichment* rather than disease management. His professional education includes doctor of chiropractic, functional endocrinology, and functional immunology. He is also president and clinical director of the Epigenetics Healing Center in Overland Park, KS.” (emphasis in original).

19. On or about March 18, 2016, the Board received a letter from Licensee’s previous attorney, David C. Gibbs III, of Gibbs Law Firm, P.A. in response to the Board’s investigation into this matter. Board investigators asked Licensee to provide explanations for the Functional Medicine, Hyperbarics, Nutritional Counseling, and Prenatal Care services advertised on Licensee’s website, as well as medical records for ten (10) patients who received care under the above listed services.

20. In addition to the requested medical records, Licensee’s attorney provided the following explanations:

- a. “Functional Medicine is the therapeutic relationship between practitioner and patient. We take an in depth history, detox, change diet, use stress reduction, freedom planning and supplement to help the body function more properly and improve quality of life.”
- b. “Hyperbaric oxygen therapy: We use hyperbaric oxygen therapy to help the body get more oxygen and improve cognitive function and decrease inflammation.”
- c. “Prenatal Care: We help women who are pregnant eat appropriately and become sufficient in nutrients to help feed their unborn child.”

21. The medical records provided by Licensee for ten (10) of his patients demonstrates repeated failure to meet the Board’s minimal adequacy requirements for licensees under the Kansas Healing Arts Act. The inadequacies are as follows:

- a. Across nearly every set of patient records provided, Licensee consistently failed to document the initial recommendations given to each patient during the initial evaluation visit. Following the initial evaluation, the daily notes for each patient reference how well the patient is following and/or responding to the recommendations provided by Licensee. However, there is no documentation indicating when Licensee provided the initial recommendations and describing which recommendations were given to each patient.
- b. In many of the records provided, it appears Licensee fails to adequately reflect the treatment performed or recommended at each patient visit. For example, in one set of patient records Licensee recommends the patient schedule visits every other week for twelve (12) treatments and then once per month for the continuation of treatment. The patient’s records contain no documentation by which to verify each treatment

scheduled with the patient and/or whether the patient presented for each scheduled treatment. However, the records, as provided, fail to adequately reflect the number of treatments recommended by Licensee. Further, the records containing Licensee's recommended treatment schedule fail to describe what each regular treatment was to consist of. Similar issues are present in most sets of patient records provided by Licensee.

- c. Licensee consistently fails to properly authenticate his patient records. Each set of patient records provided by Licensee contains typed entries for each patient visit, however there is no authentication which clearly indicates the person making each entry. Further, it is unclear from the records provided whether Licensee's patient records are stored in electronic form only and whether entries may be subsequently altered.
- d. It appears Licensee's patient records fail to adequately reflect the care and services rendered to each patient at every visit. In many instances, it appears Licensee either rendered treatment or made recommendations which were not adequately described in the patient records. In at least four (4) sets of patient records, Licensee's daily visit entries, in multiple instances, either include only subjective complaints and/or improvement notes or constitute incomplete entries.

22. It appears Licensee's patient records repeatedly fail to include entries for each patient visit.

For example:

- a. In at least three (3) sets of patient records, there were between only three (3) and five (5) dated entries for patient visits in the records.

- b. In one (1) set of patient records, there was only one (1) dated entry for a patient visit in the record, despite two (2) sets of lab work dated three (3) months before and one (1) month after the date of the visit in the record.
- c. In at least three (3) instances, the patient records contained a lab order and results dated approximately three (3) weeks after the date of the final daily note for the patient, indicating the patients were likely seen after the last recorded entry in Licensee's records.

23. Generally, Licensee's records are conversational in nature and inconsistent in structure from patient to patient and visit to visit. Licensee's records are often difficult to follow, and in some instances, it is unclear how the patient is progressing and what recommendations Licensee has given at each visit.

24. [REDACTED] regarding an advertisement which appeared in the Kansas City Star on or about March 27, 2016, and an advertisement which was mailed to the complainant's home.

25. Similar to the Kansas City Star advertisements described above, the March 27, 2016 advertisement promoted a free dinner and seminar, entitled "Solutions to the Thyroid Mystery," and was "Presented by leading wellness clinic The Epigenetics Healing Center." Unlike the advertisements described above, the March 27, 2016 advertisement failed to indicate Licensee was affiliated with the advertised seminar or Epigenetics Healing Center, in any way.

26. The advertisement mailed to the complainant's home promoted a free dinner and seminar, entitled "Type-2 Diabetes An American Tragedy with Frightening Consequences." The advertisement indicated the dinner and seminar were "Presented by leading wellness clinic, The

Epigenetics Healing Center.” In small print, the advertisement described the seminar, “Learn How to Exceed the Medical ‘Standard of Care’ for Diabetes – Understand that standard drug protocols create spillover stress on your body and emotions; including long-term complications – Discover the approach used by an ever-growing number of practicing physicians that allows you to take control of your health! At the heart of it all, diabetes appears to be a disease of nutrition. This is a lifestyle program and is not designed to treat or cure disease.”

27. 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.

28. A protective order is hereby entered to protect all confidential information under 42 CFR Part II, K.S.A. 65-4915, K.S.A. 65-2898a, and K.S.A. 65-4925.

29. Licensee violated K.S.A. 65-2836(b), in that Licensee has committed acts of unprofessional or dishonorable conduct, as defined by K.S.A. 65-2837.

30. Licensee violated K.S.A. 65-2836(d), in that Licensee’s advertisements, as described above, constitute fraudulent or false advertisements, as defined by K.S.A. 65-2837(c) and K.S.A. 65-2837(d).

31. Licensee violated K.S.A. 65-2836(f), in that Licensee’s conduct constitutes willful and/or repeated violations of the Kansas Healing Arts Act and the rules and regulations adopted pursuant thereto.

32. Licensee violated K.S.A. 65-2836(k), in that Licensee has violated a lawful rule and regulation promulgated by the Board, specifically Licensee's patient records fail to meet the Board's minimum adequacy requirements established by K.A.R. 100-24-1.

33. Licensee violated K.S.A. 65-2837(b)(1), in that Licensee's conduct, as described above, constitutes the solicitation of professional patronage through the use of fraudulent or false advertisements, as defined by K.S.A. 65-2837(c) and K.S.A. 65-2837(d).

34. Licensee violated K.S.A. 65-2837(b)(4), in that Licensee repeatedly failed to use letters, words, or terms in his advertisements which indicated the branch of the healing arts for which he is licensed, and the letters, words, or terms used by Licensee in his advertisements may have indicated he was entitled to practice a branch of the healing arts for which he is not licensed.

35. Licensee violated K.S.A. 65-2837(b)(12), in that Licensee's conduct with regard to his advertising and patient recordkeeping practices, as described above, constitutes conduct likely to deceive, defraud or harm the public.

36. Licensee violated K.S.A. 65-2837(b)(25), in that, as described above, Licensee failed to keep written medical records which accurately described the services rendered to the patient, including patient histories, pertinent findings, examination results and test results.

37. Licensee violated K.S.A. 65-2885, in that, when using the letters "Dr." or term "Doctor," Licensee repeatedly failed to use the appropriate words or letters to identify Licensee with the particular branch of the healing arts in which he holds a license.

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

39. 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.

40. [REDACTED] 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.

41. 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 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.*

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

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

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

50. Licensee shall obey all federal, state and local laws and rules governing the practice of chiropractic in 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.

51. 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.

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

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

54. 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

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

FINE

56. Licensee is hereby ordered to pay a **FINE** in the amount of **ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS, (\$1,250.00)** for violations of the Kansas Healing Arts Act.

57. Such fine shall be paid in full, to the Board on or before **April 19, 2019**, in the form of a Cashier's Check or Money Order to the "Kansas State Board of Healing Arts."

58. 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: CHIROPRACTIC RECORD KEEPING AND BILLING SEMINAR

59. Licensee shall attend in person and successfully complete the "Got Documentation" seminar put on by Dr. Gregg Friedman, D.C. on or before **August 30, 2019**, unless otherwise approved by the Board. Scheduling of said seminar may be found at:

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

60. 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.

61. 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.

62. 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

63. Within ten (10) days of attending the “Got Documentation” seminar as described above, unless otherwise approved, 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 in accordance with all relevant statutory, regulatory, and standard of care requirements currently in place.

64. 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.

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

66. 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.

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

68. Monitoring shall include:
- a. T.O.P. Education, LLC 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.
 - 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 90 days after entering into the monitoring contract 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(s).

69. 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.

70. All reports required under 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
KSBHA_compliancecoordinator@ks.gov

EDUCATION: ADVERTISING

71. Licensee shall attend and successfully complete at least eight (8) hours of Board approved continuing education course(s) with an emphasis on proper advertising practices, on or before **August 31, 2019**.

72. On or before **May 17, 2019**, Licensee shall submit his proposed course(s) that will be reviewed and subject to approval by the Disciplinary Panel's appointed member prior to taking the course(s).

73. On or before **June 7, 2019**, Licensee shall notify the Compliance Coordinator in writing that Licensee has registered to attend the approved course(s) pertaining to proper advertising practices.

74. Licensee shall provide proof of successful competing of the advertising course(s) to the Compliance Coordinator within thirty (30) days of successfully completing the program.

75. All costs associated with the course(s) shall be at Licensee's expense, and include, but are not limited to, the cost of the course(s), the cost of travel to and from the course(s), and the cost of accommodations while attending the course.

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

77. Proof of successful completion of the approved course(s) shall be submitted by sending the same to:

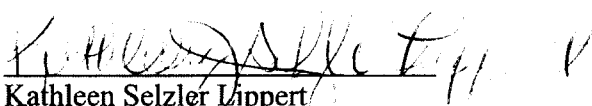
Kansas Board of Healing Arts
Attn: Compliance Coordinator
800 SW Jackson, Lower Level Suite A
Topeka, Kansas 66612
KSBHA_compliancecoordinator@ks.gov

TIMEFRAME

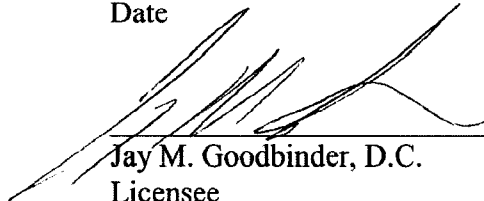
78. This Consent Order is not self-terminating. After a period of one (1) year, Licensee may request modification or termination of the provisions. For any period of time that Licensee is not actively practicing chiropractic in Kansas, the monitoring provisions will remain in effect but will be tolled and not counted towards reducing the one (1) year timeframe.

IT IS SO ORDERED on this 17 day of JUNE, 2019.

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

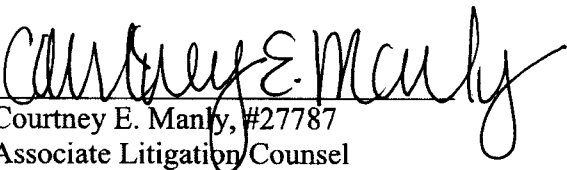

Kathleen Selzler Lippert
Executive Director

6/11/19
Date



Jay M. Goodbinder, D.C.
Licensee

3/8/19
Date

PREPARED AND APPROVED BY:



Courtney E. Manly, #27787
Associate Litigation Counsel
Kansas Board of Healing Arts
800 SW Jackson Ave, Lower Level Ste A
Topeka, Kansas 66612
Phone: 785-296-1384
Fax: 785-368-8210
courtney.manly@ks.gov
ATTORNEY FOR BOARD



Barry Grissom #10866
Grissom Law Office
2405 W. 103rd St.
Leawood, Kansas 66206
913-484-6934
Brg1954@gmail.com
ATTORNEY FOR LICENSEE

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 17th day of June, 2019, to the following:

Jay M. Goodbinder, D.C.
Licensee

[REDACTED]
[REDACTED]

Barry Grissom
Grissom Law Office
2405 W. 103rd St.
Leawood, Kansas 66206
ATTORNEY FOR LICENSEE

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:

Courtney E. Manly
Associate Litigation Counsel
Kansas Board of Healing Arts
800 SW Jackson, Lower Level-Suite A
Topeka, Kansas 66612

Compliance Coordinator
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Susan Gile

Consent Order
Jay M. Goodbinder, D.C.