

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

FILED 
DEC 11 2017
KS State Board of Healing Arts

In the Matter of)
)
Leslie F. Page, D.O.) Docket No. 17-HA
Kansas License No. 05-20200)

CONSENT ORDER

COMES NOW, the Kansas State Board of Healing Arts, (“Board”), by and through Susan R. Gering, Deputy Litigation Counsel (“Petitioner”), and Leslie F. Page, D.O. (“Licensee”), by and through counsel Robert V. Eye of Robert V. Eye Law Office, and move the Board for approval of a Consent Order affecting Licensee’s license to practice osteopathic medicine and surgery 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] Wichita, Kansas 67211.
2. Licensee is or has been entitled to engage in the practice of osteopathic medicine and surgery in the State of Kansas, having been issued License No. 05-20200 on approximately July 1, 1983. Licensee’s licensure status is currently and has been active since the aforementioned date.
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 osteopathic medicine and surgery. K.S.A. 65-2801 *et seq.*, and K.S.A. 65-2870.
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

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provided by K.S.A. 77-505 and 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 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 her right to a hearing. Licensee voluntarily and knowingly waives her 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 that there may be grounds to take action with respect to Licensee's license under the Kansas Healing Arts Act, K.S.A. 65-2801 *et seq.*

9. On May 19, 2014, Patient 1, a twenty-three (23) year old female, presented to South Wind Women's Clinic ("South Wind") for an abortion that was performed by Licensee.
10. Licensee's patient record for Patient 1 was not solely maintained in Licensee's own handwriting; but rather, had numerous entries from numerous individuals contained therein.
11. The Counseling Worksheet filled out by Patient 1 for that date contains no patient signature or counselor signature.
12. Licensee documented an unsigned SOAP note indicating that Patient 1 was "8.3 wks (6.6 wks per sono 5/9), NKDA (Appt time: 1:00 PM) (Arrival time: 1:03 PM)."
13. Licensee's SOAP note for May 19, 2014, has no active medications, historical medications, immunizations, family health history documentation recorded, but does contain subjective, objective, assessment and plan documentation.
14. Licensee's objective note, in part, indicated that the gestational age of Patient 1's pregnancy at 7.6 weeks.
15. Licensee's plan for Patient 1 states that "patient was witnessed taking the mifepristone tab orally. She was instructed to take the misoprostol buccally 24-48 hours later." Patient 1 was further advised to complete the abortion including an aspiration if needed. Patient 1 was also instructed on warning signs of hemorrhage or infection and advised of the need for follow up in approximately two (2) weeks. Prescriptions were dispensed to Patient 1 for "ibuprofen 800mg, 1 PO tid x 30, NR, and Tri-Nessa, 1 PO qday, 1 pack, 11 refills" with instructions to begin "OCPs on the day after passing the pregnancy."

16. Patient 1 did not return for a follow-up as advised in Licensee's plan note, despite attempts by staff.
17. On April 20, 2015, Patient 1 contacted South Wind with a complaint of a "bad vaginal odor" and was scheduled for an appointment set to occur on April 22, 2015, but Patient 1's appointment was actually scheduled for April 23, 2015.
18. On April 23, 2015, Patient 1 was a no show/no call.
19. On April 24, 2015, multiple notes appear in Patient 1's chart provided by South Wind.
20. The first is an unsigned SOAP note indicating Patient 1 was seen by Licensee.
21. The second SOAP note dated that same day, appears in Patient 1's chart received from South Wind listing Licensee as the provider. The chief complaint section documents "NC/NS".
22. The third note that is present in Patient 1's patient record is a documented attempt by South Wind office staff to contact Patient 1 regarding her missed Urgent Visit and stating the phone number is not valid. There is no further documentation on whether Patient 1 was ever reached.
23. On April 24, 2015, an electronic SOAP note listing Licensee as the provider appears in Patient 1's chart. Licensee's note documents a chief complaint of "Urgent Visit (Appt time: 9:00 AM) (Arrival time: 9:21 AM)." There are no vital signs, active medications, historical medications, immunizations, family health history, subjective, objective, assessment or plan documentation recorded in Patient 1's record.

24. A separate form evidencing Licensee collected and ordered a Gynecology and molecular study specifically a “Pap, liquid based (Reflex to HPV Plus when ASC-US) + CT/GC” on April 24, 2015, appears in Patient 1’s chart; however, no mention of this appears in Licensee’s electronic SOAP note for Patient 1.
25. An additional separate form evidencing Licensee collected and ordered a genital culture on April 25, 2015, appears in Patient 1’s chart; however, no mention of this appears in Licensee’s electronic SOAP note for Patient 1.
26. Also, on April 24, 2015, Patient 1 filled out an Abortion Follow-Up Information Medical Information form. There is no “reviewed by” staff signature on the form.
27. In addition, a form entitled Patient Checklist appears in Patient 1’s record for April 24th with notations stating “Pap [with] GC/chlamydia aerobic & anaerobic c & s of cervical discharge.” The form indicates that Depo-Provera shot was given in Patient 1’s left arm, “FB in vagina”, Patient 1 was there for an urgent visit and surgical follow-up, and that Patient 1 was given a prescription for Metronidazole. There is no provider signature on this form, and this information is not documented in Licensee’s electronic SOAP note for April 24th.
28. A Gynecology report and microbiology culture report appears in Patient 1’s record listing Licensee as Patient 1’s doctor, but there is no indication that Patient 1 ever received the results.
29. In response to the current investigation, Licensee mistakenly responded stating she saw Patient 1 “one time, as indicated in her record”; however, records received from South Wind demonstrate otherwise.

30. 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 her right to dispute or otherwise contest the allegations contained in the above paragraphs in any further proceeding before this Board.
31. Licensee's acts, if proven, constitute unprofessional conduct and/or dishonorable conduct as set forth in K.S.A. 65-2836.
32. Licensee violated K.S.A. 65-2836(b), as set forth in K.S.A. 65-2837(b)(12), in that Licensee's conduct is likely to harm the public.
33. Licensee violated K.S.A. 65-2836(b), as set forth in K.S.A. 65-2837(b)(25), in that Licensee failed to keep written medical records which accurately described the services rendered to Patient 1, including patient histories, pertinent findings, examination results and tests.
34. Licensee violated K.S.A. 65-2836(k) in that Licensee violated any lawful rule and/or regulation promulgated by the Board. Specifically, Licensee violated K.A.R. 100-24-1 by failing to maintain an adequate record for Patient 1.
35. 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. 65-2863a the Board has the authority to impose administrative fines for violations of the Kansas Healing Arts Act.
36. 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.

37. All pending investigation materials in KSBHA Investigation Number 16-00547 regarding Licensee were fully reviewed and considered by the Board members who serve on the Board's Disciplinary Panel No. 31. Disciplinary Panel No. 31 authorized and directed Board counsel to seek settlement of this matter with the provisions contained in this Consent Order.
38. 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 osteopathic medicine and surgery 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.*
39. 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.

40. 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.
41. 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.
42. 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.
43. 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.

44. 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.

45. Licensee acknowledges that she has read this Consent Order and fully understands the contents.

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

47. 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

48. Licensee shall obey all federal, state and local laws and rules governing the practice of osteopathic medicine and surgery 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.

49. 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.
50. Licensee shall immediately notify the Board or its designee of any citation, arrest or charge filed against him or any conviction for any traffic or criminal offense.
51. Licensee shall immediately notify the Board or its designee of any complaint filed, or investigation opened, by the proper licensing authority of another state, territory, District of Columbia, or other country, or by a peer review body, a health care facility, a professional association or society, or by a governmental agency.
52. Licensee shall at all times keep Board staff informed of her 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.
53. This Consent Order constitutes **public non-disciplinary action**.
54. The Board may consider all aspects of this Consent Order in any future matter regarding Licensee.
55. In lieu of conducting a formal proceeding, Licensee, by signature affixed to this Consent Order, hereby voluntarily agrees to the following non-disciplinary action against her license to engage in the practice of osteopathic medicine and surgery:

EDUCATION

56. Licensee shall attend and successfully complete the following continuing education course:

- a. Licensee shall attend and successfully complete the Medical Record Keeping Seminar provided by the Center for Personalized Education for Physicians (“CPEP”), by December 31, 2017, unless otherwise approved.
- b. In addition, Licensee shall participate in and successfully complete the six (6) month Personalized Implementation Program (“PIP”).
- c. CPEP can be contacted at 720 S. Colorado Blvd., Suite 1100-N, Denver, Colorado 80246 - Phone: 303-577-3232 - Fax: 303-577-3241 or at www.cpepdoc.org.
- d. On or before September 1, 2017, Licensee shall notify the Compliance Coordinator in writing of which course and date Licensee has registered to attend.
- e. Licensee shall provide proof of successful completion of the course to the Compliance Coordinator within thirty (30) calendar days of successfully completing the Medical Record Keeping seminar.
- f. Licensee shall provide proof of successful completion of the post-program feedback or PIP to the Compliance Coordinator within thirty (30) calendar days.

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

58. All foreseen and unforeseen costs associated with the aforementioned course/seminar shall be at Licensee’s own expense to include, but not be limited to, the cost of the course/seminar travel, lodging, program fee, meals, etc.

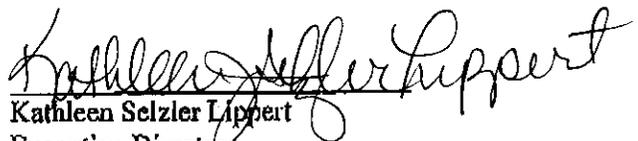
59. Licensee shall send all correspondence to the Board relating to this Consent Order via certified mail addressed to:

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

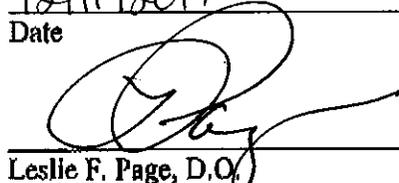
IT IS THEREFORE ORDERED that the Consent Order and agreement of the parties contained herein is adopted by the Board as findings of fact, conclusions of law, and as a Final Order of the Board.

IT IS SO ORDERED on this 11 day of Dec, 2017.

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

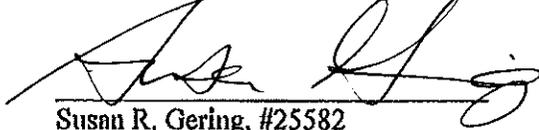

Kathleen Selzler Lippert
Executive Director

12/11/2017
Date


Leslie F. Page, D.O.
Licensee

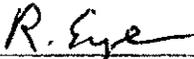
8-14-17
Date

PREPARED AND APPROVED BY:



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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 11th day of December, 2017, to the following:

Leslie Page, D.O.
Licensee
[REDACTED]
Wichita, Kansas 67211

Robert V. Eye
Attorney for Licensee
4840 Bob Billings Pkwy, Ste. 1010
Lawrence, Kansas 66049

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:

Susan R. Gering
Deputy 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
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