

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

KS State Board of Healing Arts

In the Matter of

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Docket No. 23-HA00008

Anwar K. Khoury, M.D.
Kansas License No. 04-26286

CONSENT ORDER

COMES NOW, Disciplinary Panel #33 (“Petitioner”), by and through Matthew Gaus, Deputy Litigation Counsel, and J. Todd Hiatt, Litigation Counsel, and Anwar Khoury, M.D. (“Licensee”), by and through his attorney, BK Christopher of Horn, Aylward & Brandy, and move the Kansas State Board of Healing Arts (“Board”) for approval of a Consent Order affecting Licensee’s license to practice medicine and surgery in Kansas. The Parties stipulate and agree to the following:

1. Licensee’s last known mailing address to the Board is: **CONFIDENTIAL**
CONFIDENTIAL
2. Licensee’s last known e-mail address to the Board is: **CONFIDENTIAL**
3. Licensee is or has been entitled to practice medicine and surgery in Kansas, having been issued an original and permanent license, No. 04-26286 on or about June 22, 1996. Licensee’s current license status is Active, having last renewed such license on or about June 2, 2022.
4. At all times relevant to the allegations set forth herein, Licensee has held a current and Active license to engage in the practice of medicine and surgery in the State of Kansas.
5. The Board has received information **CONFIDENTIAL** , and has reason to believe there are grounds to take action under the Kansas Healing Arts Act, K.S.A. 65-2801 *et seq.*
6. The facts offered in support of this Consent Order are as follows:

Consent Order
Anwar K. Khoury, M.D.
Kansas License No. 04-26286

- a. On or about **CONFIDENTIAL**, Patient S.D., a then 39-year-old female with a confirmed singleton pregnancy, presented to Licensee at his practice, Flint Hills OB-GYN, with complaints of contraction-like pain that had started the previous evening.
- b. Patient was evaluated by Licensee in his office, who documented that Patient presented with contraction-like pain every two minutes and vaginal bleeding. Licensee recorded Patient's cervix was completely effaced with a bulging lower uterine segment and blood in vagina, which Licensee described as "a picture [consistent with] inevitable spontaneous abortion."
- c. Licensee performed a sonogram at Flint Hills OB-GYN and confirmed an intrauterine pregnancy with fetal heart tones ("FTH").
- d. While at Flint Hills OB-GYN, and prior to treatment, Patient initialed an Informed Consent and Authorization for Treatment or Procedure form ("Informed Consent Form"). The Informed Consent Form identified Licensee's recommended course of treatment as "Cervical ripening/augmentation of labor/induction of labor" and the purpose of said treatment included, but was not limited to, "Cervical Ripening- Administration of medication to promote cervical softening[.] Augmentation of Labor- Artificially rupturing the bag of water or administration of medication to promote labor or enhance contractions[.] Induction of Labor- Administration of medication to promote or enhance contractions[.]"

- e. The Informed Consent Form did not identify a diagnoses Licensee intended to treat, nor potential alternative treatments to be considers, and the signature line on the Informed Consent Attestation Statement was not signed by the Licensee or any person charged with the duty to provide informed consent to Patient.
- f. On **CONFIDENTIAL**, at or around 10:02 A.M., at Licensee’s recommendation, Patient was admitted to the Labor and Delivery Unit at Geary Community Women’s Center in Junction City, Kansas for a pending spontaneous abortion. Patient continued to be under the care and treatment of Licensee. Licensee determined Patient was exhibiting signs of labor, pending an inevitable spontaneous abortion.
- g. At or around 11:38 A.M. on **CONFIDENTIAL**, nursing staff documented Licensee “states no FHT monitoring necessary” despite Licensee’s prior sonogram earlier that morning showed evidence of FHT.
- h. At or around 12:30 P.M., Patient received an epidural.
- i. At or around 12:59 P.M., Licensee artificially ruptured Patient’s membranes. Nursing staff documented a moderate amount of fluid with blood present.
- j. At or around 1:13 P.M., Licensee documented “inevitable spontaneous ab. Plan: continue current mgt, anticipate sp[ontaneous] abortion. Pt received an epidural, still comfortable, cx is 2 cm completely effaced. AROM [artificial rupture of membranes] bloody fluid.”

- k. At or around 1:45 P.M., Patient's cervix was examined by a nurse and documented to still be 2 centimeters dilated and fully effaced. Licensee continued his current management plan.
- l. At or around 3:30 P.M., a nurse examined Patient's cervix and documented it still to be 2 centimeters dilated and fully effaced. At this time, Patient reported feeling pressure and "something coming out." The nurse performed a sterile vaginal exam and removed a blood clot from Patient's vagina.
- m. At or around 9:27 P.M., Licensee documented his plan was to continue current management, and that Patient was feeling contractions every 5 minutes, but was comfortable. He also stated "VSS (vital signs stable) afebrile. Abd (abdomen) soft nt (nontender[,], ut uterus) nt cx 3 cm dilated[,], fetal parts palpated at level of cx." Licensee discussed the risk of using Cytotec and the risks of uterine rupture with Patient. He told Patient if she developed chorioamnionitis, the risk may be justified.
- n. Patient's labor continued into the next day, **CONFIDENTIAL**.
- o. On **CONFIDENTIAL**, at or around 10:01 A.M., Licensee examined Patient and documented she was still 3 centimeters dilated.
- p. At or around 10:59 A.M., after consultation, Patient started Pitocin at 2 milliunits with plans to increase by 2 milliunits every 15 minutes.
- q. At or around 2:22 P.M., Licensee performed an ultrasound and documented no fetal heart activity.

- r. At or around 3:31, Patient stopped Pitocin. Licensee consulted with physicians at Westly Medical Center about a transfer and possible dilation and extraction because Patient was documented as suffering from an intrauterine demise.
- s. At or around 4:25 P.M., Patient was transferred to Wesley Medical Center (“WMC”) due to “prolonged spontaneous abortion” and Licensee documenting “18-week fetal demise.”
- t. While at WMC, an ultrasound confirmed a positive fetal heart rate and positive fetal movement.
- u. One of the treating physicians, **CONFIDENTIAL**, determined that while the outcome may be inevitable, he did not feel the appropriate thing was to rupture the membranes because the baby was still alive. He documented Patient was a premature preterm rupture of membranes and not a candidate for a dilation and evacuation as recommended by Licensee. Further treating physicians at WMC agreed with **CONFIDENTIAL** assessment.
- v. WMC medical staff attempted to maintain Patient’s pregnancy up to viability without delivering the fetus through **CONFIDENTIAL**.
- w. On **CONFIDENTIAL**, at or around 1:58 P.M., Patient spontaneously delivered the infant while going to the bathroom. The infant was alive at the time of birth.
- x. At or around 2:52 P.M., the infant was pronounced deceased.
- y. Patient and her family filed a wrongful death and medical malpractice suit in Geary County, Kansas. On February 12, 2018, Licensee settled the case out of court with a monetary payment.

7. Licensee violated K.S.A. 65-2836(b), as further defined in K.S.A. 65-2837(a)(1), in that Licensee committed gross negligence by improperly managing preterm labor by rupturing Patient's membranes at approximately 18 weeks gestation while the infant had fetal heart rate activity and movement and doing so without consent of Patient.

8. Licensee violated K.S.A. 65-2836(w) in that Licensee has had an adverse settlement against him resulting from a medical liability claim related to acts or conduct similar to acts or conduct that would constitute grounds for disciplinary action under this section.

9. 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.

10. 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.

11. Under K.S.A. 65-2836, the Board may revoke, suspend or limit, or the licensee may be publicly censured or placed under probationary conditions for violations of the Kansas Healing Arts Act.

12. 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. Upon approval, these stipulations shall constitute the findings of the Board, and this Consent Order shall constitute the Board's Final Order.

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

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

15. 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.

16. The Board has received information **CONFIDENTIAL**, and has reason to believe there are grounds to take action with respect to Licensee's license under the Kansas Healing Arts Act, K.S.A. 65-2801 *et seq.*

17. According to K.S.A. 77-505 and K.S.A. 65-2836, the Board has authority to enter into this Consent Order without the necessity of proceeding to a formal hearing.

18. **CONFIDENTIAL** regarding Licensee were fully reviewed and considered by the Board members who serve on the Board's Disciplinary Panel. Disciplinary Panel No. 33 authorized and directed Board counsel to seek settlement of this matter with the provisions contained in this Consent Order.

19. 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 medicine and surgery 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.*

20. 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.

21. 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 for 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

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

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

29. 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. 77-505 and K.S.A. 65-2836. 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.

30. Licensee shall immediately notify the Board or its designees of any citation, arrest or charge filed against him or any conviction for any traffic or criminal offense excluding speeding and/or parking violations.

31. 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 county, or by a peer review body, a health care facility, a professional association or society, or by a governmental agency.

32. Licensee shall at all times keep Board staff informed of 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.

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

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

35. In lieu of conducting a formal proceeding, Licensee, by signature affixed to this Consent Order, hereby voluntarily agrees to the following disciplinary action against his license to practice as medicine and surgery.

EVALUATION

36. Licensee agrees to undergo a full evaluation targeted at Labor and Delivery by the Center of Personalized Education for Professionals (“CPEP”), or some other substantially similar evaluation program, as approved by the members of Disciplinary Panel #33, within **ninety (90) days** of the execution of this Consent Order. Information regarding the evaluation is available at: www.cpepdoc.org.

37. If Licensee wishes to propose a substantially similar evaluation program, he must send complete documentation, including identifying the organization/entity hosting the program, any syllabi, and any other evaluation details that will aid in the review of the proposed alternative evaluation program.

38. Licensee shall sign any and all releases necessary to allow CPEP, or some other approved organization/program, to communicate with the Board. Licensee shall provide a copy of such released to the Board’s Compliance Coordinator. Any failure to execute such release, failure to provide copies to the Board, or any premature revocation of such release shall constitute a violation of this Consent Order.

39. Licensee agrees that if CPEP, or some other approved organization/program, has recommendations following the evaluation, the members of Disciplinary Panel #33 may require Licensee to follow those recommendations in order to continue practicing without limitation.

40. All costs associated with the evaluation shall be at Licensee's own expense, including but not limited to, all costs associated with registration for the evaluation, cost of travel, and the cost of accommodations while being evaluated.

EDUCATION: MEDICAL RECORD KEEPING SEMINAR

41. Licensee shall successfully complete the Medical Record Keeping Seminar presented by the Center for Personalized Education for Professionals ("CPEP"), or a substantially similar course as proposed by Licensee and approved by Disciplinary Panel #33, **within 180 calendar days** of the execution of this Consent Order.

42. If Licensee wishes to propose a substantially similar program, he must send complete documentation, including identifying the organization/entity hosting the program, any syllabi, and any other evaluation details that will aid in the review of the proposed alternative evaluation program.

43. Licensee shall sign any and all releases necessary to allow CPEP, or some other approved organization/program, to communicate with the Board. Licensee shall provide a copy of such releases to the Board's Compliance Coordinator. Any such failure to execute such a release, failure to provide copies to the Board, or any premature revocation of such release shall constitute a violation of the Consent Order.

44. Licensee shall provide proof of successful completion of the Medical Record Keeping Seminar to the Board's Compliance Coordinator **within thirty (30) days** of successfully completing the seminar.

45. All costs associated with the seminar shall be at Licensee's own expense, including, but not limited to, all costs associated with registration for the seminar, any testing center costs, the cost of travel to and from the seminar, and the cost of accommodations while attending the seminar.

46. Any hours earned by Licensee towards continuing education as a result of successfully completing the Medical Record Keeping Seminar shall be in addition to the continuing education hours required for a renewal of licensure.

EDUCATION: ETHICS, BOUNDARIES, AND INFORMED CONSENT

47. Licensee shall successfully complete the PROBE: Ethics and Boundaries Program, focusing specifically on issues of informed consent, presented by the Center for Personalized Education for Professionals ("CPEP"), or a substantially similar course as proposed by Licensee and approved by Disciplinary Panel #33, **within 180 calendar days** of the execution of this Consent Order.

48. If Licensee wishes to propose a substantially similar program, he must send complete documentation, including identifying the organization/entity hosting the program, any syllabi, and any other evaluation details that will aid in the review of the proposed alternative evaluation program.

49. Licensee shall sign any and all releases necessary to allow CPEP, or some other approved program, to communicate with the Board. Licensee shall provide a copy of such releases

to the Board's Compliance Coordinator. Any such failure to execute such a release, failure to provide copies to the Board, or any premature revocation of such release shall constitute a violation of the Consent Order.

50. Licensee shall provide proof of successful completion of the PROBE: Ethics and Boundaries Program, or some other approved program, to the Board's Compliance Coordinator **within thirty (30) days** of successfully completing the seminar.

51. All costs associated with the program shall be at Licensee's own expense, including, but not limited to, all costs associated with registration for the program, any testing center costs, the cost of travel to and from the program, and the cost of accommodations while attending the program.

52. Any hours earned by Licensee towards continuing education as a result of successfully completing the PROBE: Ethics and Boundaries Program shall be in addition to the continuing education hours required for a renewal of licensure.

PUBLIC SANCTION

53. Licensee shall receive a Public Censure and a \$1000.00 fine or Licensee's license **shall be suspended for a period of time not to exceed eighty-nine (89) days**. Petitioner has no position on which of these sanctions is most appropriate under the circumstances and would leave this provision to the discretion of the Board. Licensee shall be free to submit evidence to and argue for a preferred outcome before the Board.

54. If the Board imposes a Public Censure and fine of \$1000.00:

a. Licensee shall be Publicly Censured by Order of the Board.

- b. Licensee shall be ordered to pay a **CIVIL FINE** in the amount of **\$1,000.00 dollars** for violations of the Healing Arts Act. This fine shall be paid in full to the Kansas State Board of Healing Arts. Licensee shall have six (6) months from the date of execution of this Consent Order to pay this fine.
- c. Applicant shall make all payments in the form of a cashier's check or money order payable to:

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

- 55. If the Board suspends Licensee's license to practice:
 - a. Such suspension will be in effect starting at 12:01 a.m. on _____, 2023, and expiring at 12:01 a.m. on _____, 2023.
 - b. Licensee acknowledges that pursuant to K.S.A. 65-2867, it shall be unlawful for Licensee to practice the healing arts in Kansas, open or maintain an office for the practice of the healing arts in Kansas, or to announce or hold out to the public the intention, authority, or skill to practice the healing arts in the state of Kansas while suspended.

56. Licensee shall ensure information requested in this Consent Order is submitted timely to the Board. All communication to the Board relating to the monitoring contract shall be directed to:

Kansas State Board of Healing Arts
Attention: Compliance Coordinator
800 SW Jackson Lower Level Ste A
Topeka, Kansas 66612
KSBHA_ComplianceCoordinator@ks.gov

57. Licensee must complete all of the requirements above and provide proof of satisfaction where applicable before he may request termination of this Consent Order. A Journal Entry of Satisfaction will be filed upon completion of all terms and conditions of this Consent Order.

58. All correspondence or communication between Licensee and the Board relating to this Consent Order, including any and all requests for termination and/or modifications of this Consent Order shall be made in writing to

Kansas State Board of Healing
Attention: Compliance Coordinator
140 SW Jackson Blvd Level Ste A
Topeka, Kansas 66612
E-mail: ComplianceCoordinator@ks.gov

IT IS HEREBY ORDERED that the Consent Order and agreement of the parties

be given full effect by the Board as findings of fact, conclusions of law and as a Final

day of February, 2023.

FOR THE KANSAS STATE BOARD OF
HEALING ARTS:

Susan Gile

Susan Gile
Executive Director

1/23

William J. ...

William J. ...
V.P.D.

Licensee

2/02/2023

Date

PREPARED AND APPROVED BY:

/s/ J. Todd Hiatt

J. Todd Hiatt, #22150

Litigation Counsel

Kansas Board of Healing Arts

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APPROVED BY:

/s/ BK Christopher

BK Christopher

Attorney for Licensee

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Consent Order

Anwar K. Khoury, M.D.

Kansas License No. 04-26286

CERTIFICATE OF SERVICE


I, Jennifer Cook, the undersigned, hereby certify that I served a true and correct copy of the **CONSENT ORDER** by United States mail, postage prepaid, and via e-mail to the address below, on this 17th day of April, 2023 to the following:

Anwar Khoury, M.D.
Licensee

CONFIDENTIAL

BK Christopher #16387 (KU 4/3/23)
Attorney for Licensee
Horn, Aylward & Brandy LLC
2600 Grand Blvd., Suite 1100
Kansas City, Missouri 64108
Email: bckristopher@hab-law.com

And the original was hand-filed with:

Susan Gile
 ~~Acting~~ Executive Director
Kansas Board of Healing Arts
800 SW Jackson, Lower Level-Suite A
Topeka, Kansas 66612


Jennifer Cook
Board Staff

Consent Order
Anwar K. Khoury, M.D.
Kansas License No. 04-26286