



This meeting is being held consistent with the Oklahoma Open Meeting Act and the Administrative Procedures Act. The Board may discuss, vote to approve, vote to disapprove, vote to table, change the sequence of any agenda item, or vote to strike or not discuss any agenda item.

A majority of Board Members, in a recorded vote, may call for closed deliberations for the purpose of engaging in formal deliberations leading to a decision on any Agenda item under the legal authority of Oklahoma state statutes, Article II of the Oklahoma Administrative Procedures Act, [75 O.S. § 309](#) and the Oklahoma Open Meeting Act, [25 O.S. § 307\(B\)\(8\)](#).

**TEAMS CALL INFORMATION – PASSCODE IS REQUIRED**

***Meeting ID: 265 180 249 059***

***Passcode: UD6Zd3hw***

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**AGENDA**

**9:00 A.M.**

\_\_\_ **ROLL CALL TO ESTABLISH QUORUM**

\_\_\_ **APPROVAL OF PAST MINUTES** **p. 6**  
Quarterly Board Meeting of 9-26-2024

**HEARING**  
**[Prosecutors Quillian & Becker]**

Following the testimony of expert witness Katherine Shepherd, D.O., Hearing will be adjourned until the end of the docket. Hearings shall be presented by Board Prosecutors and the Attorney representing the Respondent. Hearings will be timed, as set forth in the provided Scheduling Order, and time will be kept by Board staff.

\_\_\_ **Lehman, R. Troy, D.O., # 4090** **Malinda S. Matlock, J.D.** **p. 143**

**JOINTLY PROPOSED ORDERS**  
**[Director Mullins]**

Proposed Orders may be accepted, rejected or modified as desired by the Board. Proposed Orders do not represent agreements between the Board Staff and the Respondent. However, jointly Proposed orders are only accepted for presentation to the Board in matters where there was full cooperation with the Board Staff during an investigation by the Respondent and their representative.

—	<b>Atkins, Ladd, D.O., # 4362</b> Case No. 2024-024 (EF) Proposed Order	Steve Pontius, J.D.	<b>p. 16</b>
—	<b>Epstein, Andrew, D.O., # 7542</b> Case No. 2024-012 (EF) Proposed Order	Lawrence Katz, J.D.	<b>p. 24</b>
—	<b>Okonya, Ochije, D.O., # 8794</b> Case No. 2024-L009 (JF) Proposed Amended Order	M. Todd Konsure, J.D.	<b>p. 29</b>

**MOTION TO MODIFY**  
**[Deputy Director Vincent]**

Motions to Modify Previous Orders by the Board will be presented by the Attorney representing the Respondent. Deputy Director Vincent will respond to the Motion and may offer evidence, argument, and recommendation from the Board Staff.

—	<b>Cross, Bradley, D.O., # 6387</b> Case No. 2023-153 Motion to Modify Probation		<b>p. 33</b>
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**MID-LEVEL SUPERVISION EXCEPTION REQUEST**  
**[Deputy Director Vincent]**

—	<b>Wiley, Jodi, D.O., # 7654</b>		<b>p. 43</b>
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**DIRECTORS APPLICATION FOR REVOCATION**  
**[Director Mullins]**

—	<b>Livingston, Joshua, D.O., # 4209</b> Case No. 2023-228 Application for Revocation		<b>p. 100</b>
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**RATIFICATION OF APPROVED LICENSES**

**[Deputy Director - Vincent]**

The Board can either ratify, modify, or deny the attached list of licenses issued since the last Board Meeting of September 26, 2024.

\_\_\_ See page. 114

**CONTINUED MATTERS**

Pursuant to Oklahoma Administrative Code [510:1-5-4 \(b\)](#), “Any agreement to continue the hearing must be on the record at the next regularly scheduled meeting.” The following matters have been continued to the March 2025 docket to allow appropriate time for completion of discovery and time to prepare for Individual proceedings in March 2025. The Board will simply acknowledge publication of the agreed continuances.

\_\_\_ **Landrum, Joe Tre’, D.O., # 4310**                      Kanton Vaverka, J.D.                      **p. 119**  
Case No. 1019-105 (JF)  
Hearing

**APPROVAL OF PROPOSED RULES**

**[Director Mullins]**

Pursuant to [75 O.S. § 303\(E\)](#) the Board may adopt a proposed rule once the requirements of the section have been completed. This item will include review, discussion, and possible action of Title 510 Chapter 1, 5, and 10. Each chapter will require a separate motion. Chapter 10 will additionally require a motion as to the increase of fees.

\_\_\_ See page. 121

**RESUMPTION OF HEARING**

**[Prosecutors Quillian & Becker]**

\_\_\_ **Lehman, R. Troy, D.O., # 4090**                      Malinda S. Matlock, J.D.                      **p. 143**  
Case No. 2021-201 (EF)  
Hearing

**STAFF REPORTS**

**Director Mullins:**

\_\_\_ Financial Report / Budget                      **p. 242**  
\_\_\_ Licensure Report                      **p. 245**  
\_\_\_ Agency Investigative Report                      **p. 247**  
\_\_\_ Discussion of FSMB                      **p. 249**

## **PROPOSED EXECUTIVE SESSION**

Pursuant to the Oklahoma Open Meeting Act, [25 O.S. § 307\(B\)\(4\)](#) confidential communications between a public body and its attorney concerning a pending investigation, claim, or action, upon the advice of the attorney who determines that disclosure will seriously impair the ability of the public body from conducting an investigation, litigation, or proceeding in the public interest, a majority of Board Members, in a recorded vote, may call for an Executive Session.

\_\_\_ Clean-up Bill Discussion

\_\_\_ Accupuncture Discussion

\_\_\_ Medical Spa Discussion

\_\_\_ Foreign Physician Discussion

\_\_\_ Governor's Licensure Executive Order Discussion

\_\_\_ Discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual or employee pursuant to 25 O.S. § 307(B)(1)

\_\_\_ **OLD BUSINESS**

{Executive Session may be called – 25 O.S. § 307(B)}

\_\_\_ **NEW BUSINESS**

{Executive Session may be called – 25 O.S. § 307(B)}

\_\_\_ **ADJOURNMENT**

# ROLL CALL

# APPROVAL OF PAST MINUTES

**OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS  
SPECIAL MEETING MINUTES**

**DATE OF MEETING**            September 26, 2024

**PLACE OF MEETING**        Oklahoma State Board of Osteopathic Examiners  
5400 N Grand Boulevard  
Oklahoma City, OK 73112

**MEMBERS PRESENT**        Duane Koehler, D.O.  
Layne Subera, D.O.  
Catherine Taylor, J.D.  
Katie Templeton, J.D.  
LeRoy Young, D.O.

**MEMBERS ABSENT**        Dennis J. Carter, D.O.  
Chelsey Gilbertson, D.O.  
D. Matt Wilkett, D.O.

**ROLL CALL TO ESTABLISH QUORUM**

Katie Templeton, J.D., *Vice President*, called the meeting to order at 9:00 a.m. and announced that a quorum was established.

**APPROVAL OF PAST MINUTES**

Ms. Templeton asked the members of the Board if they had reviewed the minutes from the Special Board Meeting of June 20, 2024.

Dr. Young moved to approve the minutes as presented. Dr. Koehler seconded the motion.
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Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.
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The motion passed.

**2025 MEETING DATES**

Ms. Templeton asked the members of the Board if they had reviewed the proposed dates for the 2025 calendar year.

Dr. Koehler moved to approve the 2025 meeting dates of March 13, 2025 Special, June 19, 2025, September 18, 2025, and December 11, 2025 as presented. Ms. Taylor seconded the motion.
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Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

### **MID-LEVEL SUPERVISION REQUEST**

#### **Bob Abernathy, D.O.**

Ms. Templeton called the matter of Bob Abernathy, D.O., to order. Dr. Abernathy appeared in person and gave testimony. Executive Director for the Board, Steven Mullins, also appeared in person to present Dr. Abernathy's request to supervise nine (9) additional mid-levels.

Dr. Koehler moved to go into Executive Session.  
Ms. Taylor seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

Dr. Koehler moved to come out of Executive Session.  
Ms. Taylor seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

Dr. Koehler moved to grant Dr. Abernathy's request with the conditions that Dr. Abernathy shall develop a list of High-risk procedures for each mid-level practitioner and the performance of such a procedure by the mid-level shall be reviewed with a business day of treatment. Dr. Abernathy shall maintain a list of approved procedures that each mid-level may perform. Dr. Abernathy shall maintain a list of all training provided to each mid-level practitioner. Dr. Abernathy shall assemble all required lists quarterly and are subject to inspection by Board staff at any time. This approval is due to a finding and acknowledgement from the Board that there is difficulty finding physicians in rural areas.  
Dr. Young seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.



The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

## HEARING

### Joshua Livingston, D.O.

Ms. Templeton called the matter of Joshua Livingston, D.O., to order. Dr. Livingston appeared in person without counsel and acknowledged the potential implications of appearing unrepresented. Special Prosecutor for the Board, J. Patrick Quillian, P.C., also appeared in person to present the case against Dr. Livingston. Investigators for the Board, Richard Zimmer and Joshua Freeman and John Kuhn, M.D. of OHPP also appeared in person to give testimony. The Hearing proceeded and exhibits were presented. Testimony was heard from both sides.

Dr. Koehler moved to go into Executive Session.  
Dr. Young seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

Dr. Koehler moved to come out of Executive Session.  
Dr. Young seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

Dr. Koehler moved to find that the allegations in the Complaint, paragraphs 15-18, against Dr. Livingston were proven by clear and convincing evidence.  
Dr. Young seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

Dr. Koehler moved to suspend Dr. Livingston's license indefinitely, pending completion of the items set out below. Dr. Livingston shall immediately enter into a five (5) year agreement with the Oklahoma Health Practitioner Program (OHPP) to monitor for drug use and follow their recommendations. Any breach of the agreement shall constitute ground for a complaint for revocation. Dr. Livingston shall ensure OHPP provides quarterly reports to the Board regarding progress and participation in OHPP. That Dr. Livingston shall be evaluated by a multi-disciplinary program approved by Board staff not later than March 2025. Dr. Livingston shall sign all necessary releases for these reports and evaluations to be released to the Board. Once the evaluation has been received and recommendations completed, Dr. Livingston shall appear at the next meeting of the Board to determine if additional conditions shall be placed on the suspension order. Dr. Livingston shall also comply with all standards conditions listed in his order.  
Dr. Young seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

### **RATIFICATION OF APPROVED LICENSES**

Director of Licensing, Christi Aquino, announced that the list of licenses that had been approved since the June 2024 meeting were up for review in the Board Materials. Ms. Templeton asked the members of the Board if they had reviewed that ratification list.

Dr. Koehler moved to ratify all licenses issued since the June 20, 2024 Board meeting.  
Ms. Taylor seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

### **CANCELLATION OF LICENSES**

Director of Licensing, Christi Aquino, announced that the list of licenses that had not been renewed by June 30, 2024 were up for review in the Board Materials. Ms. Templeton asked the members of the Board if they had reviewed the cancellation list.

Dr. Koehler moved to cancel the applicable licenses in the provided list.  
Ms. Taylor seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

### **LICENSURE REPORT**

Director of Licensing, Christi Aquino, announced that the licensure report was available in the materials for the Board to review. She informed the Board that license issuance was steadily increasing, and so far there had been an increase of sixty-eight (68) over last year.

### **TABLED APPLICATION FOR LICENSURE**

#### **Ochije Okonya, D.O.**

Ms. Templeton called the matter of Ochije Okonya, D.O., to order. Dr. Okonya appeared in person with counsel of record, M. Todd Konsure, J.D. Executive Director for the Board, Steven Mullins, also appeared in person to present Dr. Okonya's tabled application and supplementation information.

Dr. Young moved to grant Dr. Okonya a conditional license with the following conditions. Dr. Okonya shall only practice within his designated residency. Dr. Okonya's license to practice medicine shall not be valid for use in any location or practice that is not an integral part of his designated residency. If Dr. Okonya is terminated from his residency, the conditional license shall be automatically suspended. This also comes with the knowledge that this conditional license does not guarantee further licensure.  
Ms. Taylor seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

### **COMPLIANCE**

Ms. Templeton called for Compliance Office Freeman to give testimony regarding the compliance docket. Compliance Officer Freeman reported that those on active monitoring were all fully compliant and asked that the Board consider an annual appearance from all individuals on active monitoring, provided they stay fully compliant.

Dr. Koehler moved to approve Compliance Office Freeman's recommendation, acknowledging that any non-compliant individual will be brought before the Board. Ms. Taylor seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, yes; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

### **MOTIONS TO MODIFY**

#### **Clayton Howell, D.O.**

Ms. Templeton called the matter of Clayton Howell, D.O., to order. Dr. Howell appeared in person without counsel. Executive Director for the Board, Steve Mullins, also appeared in person to present Dr. Howell's Motion to Modify Probation. The Board discussed Dr. Howell's request with him.

Dr. Young moved to grant Dr. Howell's Motion to Modify Probation as presented. Dr. Howell shall be permitted to moonlight for twenty-four (24) hours per calendar month and PRC is no longer required. Dr. Koehler seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

### **CONTINUED MATTERS**

It was announced that the following matters had been continued until the December 2024 meeting.

**Ladd Atkins, D.O.**

**Joe Tre' Landrum, D.O.**

**R. Troy Lehman, D.O.**

**Dawn Rachelle Wilson, D.O.**

### **CE BROKER**

CE Broker Representatives, Deb Carter and Kelly Parker, appeared via Teams to provide the Board with an update regarding the Oklahoma rollout and provided an overview of features.

## STAFF REPORTS

### Director Mullins:

#### Financial Report / Budget

Mr. Mullins announced that fiscal year spending was currently under budget, but with the budgeted expenses for the office move, they would be more in line with the budget by the next quarter.

#### Agency Investigative Report

Mr. Mullins informed the Board that the investigative report shows that the backlog of cases has been reduced significantly since January 2024.

#### December Tulsa Meeting – Hotel Choice

Mr. Mullins stated that in the materials was a selection of Tulsa hotels and asked which the Board would prefer for the December meeting. The consensus was that the Ambassador would be preferred, and staff was directed to contact them for a rooming block.

## EXECUTIVE SESSION

Ms. Templeton called for the scheduled Executive Session to discuss the below.

- CRNA Investigation
- Out of State Licensing Investigation
- Rules Proceeding Discussion
- Clean-up Bill Discussion

Discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual or employee pursuant to 25 O.S. § 307 (B)(1).

Dr. Young moved to go into Executive Session.  
Dr. Koehler seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

Dr. Young moved to come out of Executive Session.  
Dr. Koehler seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

Dr. Koehler moved to increase Executive Director, Steven Mullins, salary to \$159,931.  
Dr. Young seconded the motion.

Ms. Templeton called for the votes on the motion and a roll call.

The roll call/votes were: Dr. Carter, abs; Dr. Gilbertson, abs; Dr. Koehler, yes; Dr. Subera, yes; Ms. Taylor, yes; Ms. Templeton, yes; Dr. Wilkett, abs; Dr. Young, yes.

The motion passed.

### **TOUR OF ONSITE OFFICE COMPLEX**

Board staff showed the Board and any interested member of the public the new office space that was being re-modeled.

### **OLD BUSINESS**

No old business was discussed.

### **NEW BUSINESS**

No new business was discussed.

### **ADJOURNMENT**

The meeting was adjourned by consensus at 1:00 pm.

**JOINTLY  
PROPOSED  
ORDERS**

LADD  
ATKINS,  
D.O., #4362  
STEVE PONTIUS, J.D.



**IN AND BEFORE THE STATE BOARD OF OSTEOPATHIC EXAMINERS  
STATE OF OKLAHOMA**

<b>STATE OF OKLAHOMA, ex rel.,</b>	)	
<b>STATE BOARD OF OSTEOPATHIC</b>	)	
<b>EXAMINERS,</b>	)	
	)	
Petitioners,	)	
	)	
<b>v.</b>	)	<b>Case No. 2024-024</b>
	)	
<b>Ladd Atkins, D.O.</b>	)	
Osteopathic Medicine License No. 4362.	)	
	)	
Respondent.	)	

**AMENDED COMPLAINT**

The Prosecutor for the State Board of Osteopathic Examiners (the “Board”), J. Patrick Quillian, states as follows:

1. Dr. Ladd Atkins, D.O., is the holder of a license to practice as an osteopathic physician in the State of Oklahoma, license number 4362. Dr. Atkins received his license as an osteopathic physician in Oklahoma from the Board in March 2016. Dr. Atkins primarily engages in the practice of general and cosmetic surgery in the Tulsa metropolitan area.

2. Dr. Atkins is in violation of the Oklahoma Osteopathic Medicine Act (the “Act”), specifically Tit. 59 O.S. § 637(A)(2), (A)(3), and (A)(4) which state:

A. The State Board of Osteopathic Examiners may ... suspend or revoke any license issued or reinstated by the Board upon proof that the applicant or holder of such a license:

...

2. Has engaged in the use or employment of ... unethical conduct or unprofessional conduct, as may be determined by the Board, in the performance of the functions or duties of an osteopathic physician, including but not limited to the following:

...

3. Has engaged in gross negligence, gross malpractice or gross incompetence; [or]

4. Has engaged in repeated acts of negligence, malpractice, or gross incompetence[.]

3. At all relevant times, Dr. Atkins was the owner-operator of Face and Body Wellness and Medical Spa located at 6304 E. 102<sup>nd</sup> St., Tulsa, Oklahoma 73147 (“Face and Body”), which provides services such as cosmetic surgery, Botox injections, pain pump monitoring, and hormone therapy.

4. In February 2024, Board investigators received a complaint from a former Face and Body employee who expressed concerns regarding Dr. Atkins’ sedation practices. In response to the complaint, Board investigators interviewed, then later deposed, the complainant as well as another former employee of Face and Body. Board investigators then interviewed a patient of Dr. Atkins who was alleged to have regained consciousness during an office-based surgical procedure. Board investigators obtained that patient’s records from Atkins via subpoena and contracted an expert witness to review the depositions, patient records, and patient interview.

5. Based on his review of the provided materials, the expert witness found that cause exists to be concerned for the safety of patients undergoing in-office surgical procedures by Atkins at Face and Body due to what the expert believed was his “total lack of understanding of the risk associated with the administration of propofol for sedation and the continuum of mild-moderate-deep sedation to general anesthesia[,]” and because he exhibited a “total disregard for established safe procedural anesthesia practice.”

6. Dr. Atkins has violated the Act by: 1) engaging in unethical and unprofessional conduct in the performance of the functions or duties of an osteopathic physician through his unsafe sedation practices discussed herein; 2) engaging in gross negligence, gross malpractice and gross misconduct by improperly sedating a patient during an in-office procedure; and 3) engaging in repeated acts of negligence, malpractice, and gross incompetence through his unsafe sedation practices at Face and Body.

Respectfully submitted,

*J. P.*  
J. Patrick Quillian (Aug 14, 2024 09:54 CDT)  
J. Patrick Quillian, OBA#20811  
Phillips, Coventon, Quillian & Banner PLLC  
1900 Northwest Expressway, Suite 601  
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SPECIAL PROSECUTOR FOR PETITIONER


# Amended Complaint - Atkins

Final Audit Report

2024-08-14

Created:	2024-08-14
By:	Kelsey Devinney (kdevinney@osboe.ok.gov)
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## "Amended Complaint - Atkins" History

-  Document created by Kelsey Devinney (kdevinney@osboe.ok.gov)  
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-  Document emailed to J. Patrick Quillian (jpatrickquillianpc@gmail.com) for signature  
2024-08-14 - 2:32:40 PM GMT
-  Email viewed by J. Patrick Quillian (jpatrickquillianpc@gmail.com)  
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-  Document e-signed by J. Patrick Quillian (jpatrickquillianpc@gmail.com)  
Signature Date: 2024-08-14 - 2:54:00 PM GMT - Time Source: server
-  Agreement completed.  
2024-08-14 - 2:54:00 PM GMT

**OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS  
STATE OF OKLAHOMA**

<b>STATE OF OKLAHOMA, ex rel.</b>	)	
<b>OKLAHOMA STATE BOARD OF</b>	)	
<b>OSTEOPATHIC EXAMINERS,</b>	)	
	)	
Petitioner,	)	
	)	
<b>v.</b>	)	<b>OSBOE Case No. 2024-024</b>
	)	
<b>LADD ATKINS, D.O.,</b>	)	
Osteopathic Medical License No. 4362,	)	
	)	
Respondent.	)	

**CITATION AND NOTICE OF HEARING**

**TO: LADD ATKINS, D.O.** [Licensee]

YOU ARE GIVEN NOTICE that pursuant to the Oklahoma Osteopathic Medicine Act [Act], Title 59 O.S. 1991, § 620, *et seq*, and the Oklahoma Administrative Procedures Act Title 75 O.S. 1991 § 301, *et seq*, you are commanded to appear at a hearing held before the Oklahoma State Board of Osteopathic Examiners [Board], at the Grand Centre Building, 5400 North Grand Boulevard, Oklahoma City on **September 26, 2024**. All hearings will begin at **9:00 o'clock a.m.**

**NATURE OF THE HEARING**

The purpose of the hearing will be to show cause why your license to practice osteopathic medicine in the State of Oklahoma, issued by the Board, should be suspended or revoked, or any other disciplinary action imposed by the Board as authorized by law for violation of the Act as specified in the Amended Complaint containing the matters asserted and entered against you. A copy of said Amended Complaint is included with this Citation and Notice and incorporated herein by reference. Licensee is the holder of the above-listed osteopathic medical license issued by the Board authorizing Licensee to practice as an osteopathic physician and surgeon in the State of Oklahoma. At the time of this Amended Complaint, his license is in good standing.

## **LEGAL AUTHORITY AND JURISDICTION FOR HEARING**

The hearing is ordered pursuant to the authority and jurisdiction conferred upon the Board by Title 59 O.S. 1991 § 637 and 631.1 and will be conducted according to the procedures set forth in the Oklahoma Administrative Procedures Act, Title 75 O.S. § 301, *et seq*, and the Rules and Regulations of the Board.

## **RIGHTS OF RESPONDENT**

Be advised of your rights, as follows:

1. To be represented by legal counsel at this hearing;
2. To respond and present evidence on any relevant issue;
3. To subpoena witnesses and documentary evidence through the Board; and
4. Such other rights as are conferred by the Board and Board Rules and Regulations.

Respectfully submitted,



J. Patrick Quillian (Aug 14, 2024 09:54 CDT)

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J. Patrick Quillian, OBA #13414  
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[jpatrickquillianpc@gmail.com](mailto:jpatrickquillianpc@gmail.com)

SPECIAL PROSECUTOR FOR PETITIONER






# Citation and Notice of Hearing Atkins

Final Audit Report

2024-08-14

Created:	2024-08-14
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## "Citation and Notice of Hearing Atkins" History

-  Document created by Kelsey Devinney (kdevinney@osboe.ok.gov)  
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-  Document emailed to J. Patrick Quillian (jpatrickquillianpc@gmail.com) for signature  
2024-08-14 - 2:34:49 PM GMT
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-  Document e-signed by J. Patrick Quillian (jpatrickquillianpc@gmail.com)  
Signature Date: 2024-08-14 - 2:54:30 PM GMT - Time Source: server
-  Agreement completed.  
2024-08-14 - 2:54:30 PM GMT

ANDREW  
EPSTEIN,  
D.O., #7542  
LAWRENCE KATZ,  
J.D.



**PRACTITIONER PROFILE**

Prepared for: Oklahoma State Board of Osteopathic Examiners - DAS As of Date: 7/16/2024

**PRACTITIONER INFORMATION**

Name: Epstein, Andrew Michael  
 DOB: ██████████  
 Medical School: Midwestern University, Arizona Campus  
 Glendale, Arizona, UNITED STATES  
 Year of Grad: 2012  
 Degree Type: DO  
 NPI: 1902141930

**BOARD ACTIONS**

Reporting Entity: North Carolina Medical Board  
 Date of Order: 1/4/2024  
 Form of Order: Consent Order/Agreement  
 Action(s): RESTRICTIONS PLACED ON CONTROLLED SUBSTANCE PRIVILEGES  
 REPRIMANDED  
 CME REQUIRED  
 Basis: Failure to Conform to Minimal Standards of Acceptable Medical Practice

Reporting Entity: Colorado Medical Board  
 Date of Order: 3/25/2024  
 Action(s): ADMONISHED  
 Basis: Unprofessional Conduct  
 Due to Action Taken by Another Board/Agency

Reporting Entity: Kentucky Board of Medical Licensure  
 Date of Order: 6/24/2024  
 Action(s): APPLICATION FOR MEDICAL LICENSURE DENIED  
 Basis: Due to Action Taken by Another Board/Agency

**NATIONAL PROVIDER IDENTIFIER (NPI)**

NPI	NPI Type	Deactivation Date	Reactivation Date	Last Reported
1902141930	Individual			05/16/2023

**PRACTITIONER PROFILE**

Prepared for: Oklahoma State Board of Osteopathic Examiners - DAS As of Date:7/16/2024

Practitioner Name: Epstein, Andrew Michael

**LICENSE HISTORY**

Jurisdiction	License Number	Issue Date	Expiration Date	Last Updated
ARIZONA OSTEO	6454	09/08/2014	05/01/2025	06/27/2024
		FSMB License Status: Active		
CALIFORNIA OSTEO	20A16661	08/06/2018	06/30/2026	07/11/2024
		FSMB License Status: Active		
COLORADO	DR.0063077	08/13/2019	04/30/2025	07/15/2024
		FSMB License Status: Active		
CONNECTICUT	076556	12/08/2023	06/30/2025	07/15/2024
		FSMB License Status: Active		
FLORIDA OSTEO	OS12588	03/20/2014	03/31/2016	07/15/2024
		FSMB License Status: Delinquent		
FLORIDA OSTEO	OS18164	09/16/2021	03/31/2026	07/15/2024
		FSMB License Status: Active		
GEORGIA	93481	09/27/2022	06/30/2026	07/16/2024
		FSMB License Status: Active		
ILLINOIS	036161864	08/08/2022	07/31/2026	06/24/2024
		FSMB License Status: Active		
IOWA	DO-06355	05/19/2023	06/01/2026	07/15/2024
		FSMB License Status: Active		
MASSACHUSETTS	1013129	04/06/2023	06/15/2026	06/21/2024
		FSMB License Status: Active		
MINNESOTA	3007	02/20/2024	12/31/2024	07/16/2024
		FSMB License Status: Active		
MISSOURI	2023005934	02/14/2023	01/31/2025	07/02/2024
		FSMB License Status: Active		
NEW YORK	316186	04/07/2022	05/31/2025	07/10/2024
		FSMB License Status: Active		

**PRACTITIONER PROFILE**

Prepared for:	Oklahoma State Board of Osteopathic Examiners - DAS			As of Date:7/16/2024
Practitioner Name: NORTH CAROLINA	2022-02776	Epstein, Andrew Michael 10/14/2022	06/15/2025	07/03/2024
		FSMB License Status: Active		
OHIO	34.015719	04/08/2022	04/08/2024	07/11/2024
		FSMB License Status: Active		
OHIO	34.015719CTR	04/08/2022	04/08/2026	07/11/2024
		FSMB License Status: Active		
OKLAHOMA OSTEO	7542	02/15/2022	06/30/2025	06/11/2024
		FSMB License Status: Active		
OREGON	DO209477	05/17/2022	12/31/2025	07/15/2024
		FSMB License Status: Active		
PENNSYLVANIA OSTEO	OS022530	11/30/2022	10/31/2024	06/25/2024
		FSMB License Status: Active		
TENNESSEE OSTEO	5436	01/12/2024	06/30/2026	07/15/2024
		FSMB License Status: Active		
TEXAS	T4740	01/07/2022	02/28/2026	07/15/2024
		FSMB License Status: Active		
UTAH OSTEO	12527823-1204	11/01/2021	05/31/2026	07/08/2024
		FSMB License Status: Active		
VIRGINIA	0102207608	10/31/2022	06/30/2026	07/15/2024
		FSMB License Status: Active		
WASHINGTON OSTEO	OP61269456	06/24/2022	06/15/2025	07/01/2024
		FSMB License Status: Active		
WEST VIRGINIA OSTEO	4108	06/06/2023	06/30/2025	06/27/2024
		FSMB License Status: Active		

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**PRACTITIONER PROFILE**

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Prepared for: Oklahoma State Board of Osteopathic Examiners - DAS As of Date:7/16/2024

Practitioner Name: Epstein, Andrew Michael

**ABMS® CERTIFICATION HISTORY**

No ABMS Certifications found.

**AOA® CERTIFICATION HISTORY**

No AOA Certifications found.

Disclaimer: The licensure and disciplinary information contained in this report was supplied by the respective state medical boards and other reporting agencies. The Federation of State Medical Boards provides this primary source information as a Credentials Verification Organization (CVO) in accordance with standards set by NCQA and the Joint Commission. Any questions regarding the above data should be directed to the reporting board or reporting agency.

OCHIJE  
OKONYA,  
D.O., #8794  
M. TODD KONSURE,  
J.D.

**IN AND BEFORE THE STATE BOARD OF OSTEOPATHIC EXAMINERS  
STATE OF OKLAHOMA**

**IN THE MATTER OF OCHIJE )  
OKONYA, D.O., APPLICANT FOR ) Case No. 2024-L009  
FULL LICENSE (Osteopathic )  
Medical License No. 0671R)**

**ORDER GRANTING APPLICATION FOR FULL LICENSURE IN PART, AND  
PLACING CONDITIONS ON THE LICENSE**

This matter comes on for consideration before the Oklahoma State Board of Osteopathic Examiners (“Board”) at a special meeting of the Board on September 26, 2024. Ochiye Okonya, D.O. (“Dr. Okonya”), appeared in person at the hearing on this date represented by legal counsel M. Todd Konsure, J.D.

This Order is issued pursuant to the Oklahoma Osteopathic Medicine Act, 59 O.S. § 620 et. seq. and the Oklahoma Administrative Procedures Act, 75 O.S. § 250 et. seq. The Board after reviewing Dr. Okonya’s application for licensure and hearing testimony and evidence enters this Order Granting the Application for Licensure In Part, and Placing Conditions on the License.


**IT IS HEREBY ORDERED** by the Board that Dr. Okonya’s application for full license is granted in part and Dr. Okonya is subject to the following terms and conditions:

1. Dr. Okonya’s License to practice medicine shall be conditioned by the limitation to use such license to practice medicine only during his resident training under the supervision of the McAlester Regional Family Medicine residency program.
2. Further, Dr. Okonya’s license to practice medicine shall not be valid for use in any location or practice that is not an integral part of the McAlester Regional Family Medicine residency program
3. Further, if Dr. Okonya is terminated from the McAlester Regional Family Medicine residency program, either voluntarily or involuntarily, this conditional license to practice medicine is automatically suspended and may not be reinstated without written application and appearance before the Board.

4. This Order is a final determination of this Board and is therefore appealable as a final order. However, the Order is not an adverse determination since it grants the application for a license and allows full unrestricted participation in the Respondent's residency program. It is therefore not subject to reporting requirements of National Practitioner Data Bank ("NPDB") pursuant to federal law, including but not limited to, 45 CFR Part 60.
5. The Board has not reached any final determination on the granting of a full license to practice medicine should Dr. Okonya successfully complete his residency program. Upon satisfactory completion of the McAlester Regional Family Medicine residency program, Dr. Okonya shall make written application for an unrestricted license and appear before the Board. Nothing in this Order shall guarantee further licensure of Dr. Okonya.

This Order is a public record and therefore subject to the Oklahoma Open Records Act.

IT IS HEREBY ORDERED AND EFFECTIVE this 26<sup>th</sup> day of September, 2024.

  
Katie Templeton, J.D. (Sep 30, 2024 16:46 CDT)  
\_\_\_\_\_  
Katie Templeton, J.D.  
Acting Board President  
State Board of Osteopathic Examiners

**MOTION  
TO  
MODIFY**



BRADLEY  
CROSS, D.O.,  
#6387  
MOTION TO MODIFY  
PROBATION

**From:** [Bradley Cross](#)  
**To:** [Kelsey Devinney](#); [Joshua Freeman](#); [John Kuhn](#); [Cecily Tullis](#)  
**Subject:** [EXTERNAL] Re: Pre-Hearing Conference Notice  
**Date:** Thursday, November 21, 2024 9:17:35 AM

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This is an official written motion requested by Mr. Mullins on November 21, 2024 at the pre-conference hearing OK DO Board meeting.

I would like to request to modify this order of my probation

s. Respondent will not supervise allied health professionals, physician assistants, or advanced nurse practitioners, that require surveillance of a licensed medical practitioner. Okla. Admin. Code § 510:10-4-3

Would like to modify this order to be allowed to supervise mid levels in accordance with already established DO regulations in the state of Oklahoma.

Also requested would be a letter from OHPP directly stating which part of probation we are in motion for amending. Mr. Mullins gave me a deadline of November 22, 2024 for this letter.

Please let me know if there's anything else that I can do

Dr Bradley Cross

Sent from my iPhone

On Nov 12, 2024, at 1:05 PM, Bradley Cross <[bradleyc3287@yahoo.com](mailto:bradleyc3287@yahoo.com)> wrote:

Is there a time for the pre-hearing conference Nov 21st? Since I am from McAlester is there a way to do this by video?

Dr Bradley Cross  
Sent from my iPhone

On Nov 8, 2024, at 11:00 AM, Kelsey Devinney  
<[Kelsey.Devinney@osboe.ok.gov](mailto:Kelsey.Devinney@osboe.ok.gov)> wrote:

Good morning,

Please see below for your Pre-Hearing Conference Notice. Note – we have moved, and the new location is listed in the notice.

Thank you,

**Kelsey Devinney | Business Manager**

State Board of Osteopathic Examiners

4848 N. Lincoln Blvd. Ste. 100 Oklahoma City, Oklahoma 73105

Office: 405-528-8625 | Direct: 405-724-8835

<image001.png>

<Pre-Hearing Conference Notice - Cross.pdf>



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OKLAHOMA HEALTH PROFESSIONALS PROGRAM

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Bradley Cross DO 11-21-2024

I have had a number of personal interactions with Dr. Cross and I believe he is working a good program of recovery. I have also talked with his wife who is very supportive of him. Compared with his previous experience with OHPP, his is a changed man. I support his effort to modify his Board order to allow for supervision of mid-level practitioners.

Thank you,

John Kuhn

A handwritten signature in black ink, appearing to read 'John R. Kuhn'.

John R Kuhn MD, MRO  
OHPP Director  
Email jrkuhnd@gmail.com  
Office: 405-601-2536  
Fax: 405-605-0394



**IN AND BEFORE THE OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS  
STATE OF OKLAHOMA**

<b>STATE OF OKLAHOMA, <i>ex rel.</i></b>	)	
<b>OKLAHOMA STATE BOARD</b>	)	
<b>OF OSTEOPATHIC EXAMINERS,</b>	)	
	)	
<b>Petitioner,</b>	)	
	)	
<b>v.</b>	)	<b>Case No. 2023-153</b>
	)	
<b>BRADLEY CROSS, D.O.,</b>	)	
<b>Osteopathic Medical License No.</b>	)	
<b>6387,</b>	)	
	)	
<b>Respondent.</b>	)	

**CONSENT ORDER**

The State of Oklahoma, *ex rel.* Oklahoma State Board of Osteopathic Examiners (“Petitioner” or the “Board”), by and through the undersigned counsel for the Board, as represented by J. Patrick Quillian, and Bradley Cross, D.O. (“Respondent” or “Dr. Cross”), Oklahoma license no. 6387, who appears in person, and through counsel Elizabeth A. Scott, of Crowe & Dunlevy, PC (collectively, the “Parties”), offer this Consent Order (herein, “Order” or “Agreement”) for acceptance by the Board.

By voluntarily entering into this Order, Respondent admits to certain of the allegations herein contained and further acknowledges that a hearing before the Board could result in some sanction under the Oklahoma Osteopathic Medicine Act (“Act”). 59 O.S. § 620 *et seq.*

Respondent, Bradley Cross, D.O., states that he is of sound mind and is not under the influence of, or impaired by, any medication or drug and that he fully recognizes his right to appear before the Board for an evidentiary hearing on the allegations made against him. Respondent hereby voluntarily waives his right to a full hearing, submits to the jurisdiction of the Board and agrees to abide by the terms and conditions of this Order. Respondent acknowledges that he has read and understands the terms and conditions stated herein, and that this Agreement may be reviewed and discussed with him by legal counsel prior to execution.

If the Board does not accept this Order, the Parties stipulate that it shall be regarded as null and void. Admissions by Respondent herein, if any, shall not be regarded as evidence against him in a subsequent disciplinary hearing. Respondent will be free to defend himself and no inferences will be made from his willingness to have this Order accepted by the Board. The Parties stipulate that neither the presentation of this

Order nor the Board's consideration of this Order shall be deemed to have unfairly or illegally prejudiced the Board or its individual members and, therefore, shall not be grounds for precluding the Board nor any individual Board member from further participation in proceedings related to the matters set forth herein.

### **FINDINGS OF FACT**

The Parties stipulate and agree as follows:

1. In July 2018, Dr. Cross was issued Oklahoma Osteopathic Medical License No. 6387. Dr. Cross is primarily engaged in the practice of family medicine in McAlester, Oklahoma.
2. On March 23, 2023, Dr. Cross was arrested in Colbert, Oklahoma for Driving While Under the Influence (alcohol). On this same day, he was charged by the Bryan County District Attorney's office in Case No. CM-2021-156 with one misdemeanor count of Driving a Motor Vehicle While Under the Influence of Alcohol, in violation of 47 O.S. §11-902(A)(1).
3. On June 15, 2023, Dr. Cross pled no contest to the charge and received probation.
4. In July 2023 Dr. Cross submitted his renewal application with the Board and did not disclose his March 2023 arrest. When later questioned by Board investigators, Dr. Cross stated that his defense counsel told him he did not need to report it.
5. From December 1, 2023 until February 20, 2024, Dr. Cross obtained inpatient treatment for alcohol abuse at Palmetto Addiction Recovery Center.
6. Upon release from Palmetto, on February 20, 2024, Dr. Cross signed a five (5) year monitoring contract with the Oklahoma Health Professional Program ("OHPP") and has remained in compliance since that time.

### **CONCLUSIONS OF LAW**

1. The Board has jurisdiction over the subject matter and is a duly authorized agency of the State of Oklahoma empowered to license and oversee the activities of osteopathic physicians in the State of Oklahoma. 59 O.S. § 620 *et seq.* and Okla. Admin. Code §§ 510: 1-1 -1 *et seq.*
2. The Board is authorized to suspend, revoke or order any other appropriate conditions against the license of any osteopathic physician holding a license to practice medicine in the State of Oklahoma for unprofessional conduct. 59 O.S. §§ 637.1.

3. Based on the foregoing, Dr. Cross is guilty of unprofessional conduct as follows:
  - a. Has been granted a license renewal based upon a material mistake of fact. 59 O.S. §637(A)(1).

### ORDER

**IT IS THEREFORE ORDERED** by the Oklahoma State Board of Osteopathic Examiners as follows:

1. The Board hereby adopts the Agreement of the Parties in this Consent Order, including the Findings of Fact and Conclusions of Law stated herein.
2. **Bradley Cross, D.O.** is hereby placed on Probation for a term of five (5) years and shall comply with the following probationary terms and conditions:
  - a. Board staff shall have oversight of this Order on behalf of the Board, and the authority to direct Respondent to provide any and all reports, evaluations, assessments, and/or documents, relevant to this matter, including but not limited to, the signing of any authorizations necessary for the release of any and all evaluations/reports directly to the Board.
  - b. Respondent shall continue to comply with his current five (5) year contract with Oklahoma Health Professionals Program (“OHPP”).
  - c. Respondent shall abide by all recommendations of OHPP, including but not limited to attendance at weekly Caduceus meetings.
  - d. Respondent shall attend Alcoholics Anonymous (“AA”) meetings in accordance with OHPP policy and will acquire an AA home group. Respondent will attend 90 meetings in 90 days after completion of treatment at Palmetto, then will attend a minimum of three (3) AA meetings per week for the remainder of his OHPP contract, or as otherwise directed by OHPP.
  - e. Respondent will engage in regular communication with an AA sponsor and will engage in five contacts per week in the first 90 days after completion of treatment at Palmetto, then a minimum of two contacts per week thereafter, or as otherwise directed by OHPP.
  - f. Respondent shall ensure OHPP provides quarterly reports to the Board and/or the Board’s Compliance Officer regarding Respondent’s progress and participation in OHPP, including but not limited to meeting attendance records.
  - g. Respondent shall establish a therapeutic relationship with a therapist and participate in regular individual therapy sessions with such therapist for two (2) years after completion of treatment at Palmetto. Frequency of therapy

sessions shall be at the discretion of the therapist. The therapist shall be preapproved by the OHPP. Respondent shall execute appropriate releases and ensure the therapist provides updates to the Board's Compliance Officer as requested.

- h. Respondent shall make an appointment to see Michael McCormick, M.D., Jennifer Garrett, FNP, or Ryan Yates, NP-Psychiatric quarterly for the first year following discharge from Palmetto, every six months for the next year, then once a year for the remainder of his OHPP contract. These visits may be virtual.
- i. Respondent shall conduct his practice in compliance with the Oklahoma Osteopathic Medicine Act ("Act") as interpreted by the Board. Any question of interpretation regarding the Act or this Order shall be submitted in writing to the Board, and no action based on the subject of the question will be taken by Respondent until clarification of interpretation is received by Respondent from the Board or its authorized designee. 59 O.S. § 620, *et seq.*
- j. Respondent shall furnish a file-stamped copy of this Order stipulating terms imposed by the Board, to each and every state in which he holds licensure or applies for licensure and to all hospitals, clinics or other facilities in which he/she holds or anticipates holding any form of staff privileges or employment.
- k. Respondent shall complete Monthly Supervision Self-Reports provided by Board Staff by the tenth (10th) day of each month.
- l. Respondent will maintain monthly contact with his assigned Board Investigator.
- m. Respondent will keep the Board informed of his current home, work, and email address as well as cell phone number.
- n. Respondent shall maintain compliance with continuing medical education credits as required by the Board's statutes and rules.
- o. In the event Respondent leaves the State of Oklahoma to practice medicine in another jurisdiction, and surrenders his license here in Oklahoma, the terms and conditions of this Order shall be tolled.
- p. Respondent shall notify the Board in writing within fourteen (14) days in the event he is terminated or resigns from employment as an osteopathic physician.
- q. Respondent will keep current payment of all assessments by the Board for prosecution, investigation and monitoring of his case, which shall include,



but is not limited to, a fee of one-hundred dollars (\$100) per month during the term of probation, unless Respondent affirmatively obtains a deferment of all or part of said fees upon presentation of evidence that is acceptable to the Board.

- r. Until such time as all indebtedness to the Board has been satisfied, Respondent will reaffirm said indebtedness in any bankruptcy proceeding.
  - s. Respondent will not supervise allied health professionals, physician assistants, or advanced nurse practitioners, that require surveillance of a licensed medical practitioner. Okla. Admin. Code § 510:10-4-3
  - t. Respondent shall promptly notify the Board or Compliance Officer of any citation or arrest for traffic or for criminal offenses.
  - u. Upon request, Respondent shall make himself available for one or more personal appearances before the Board or its authorized designee.
  - v. Respondent will execute such releases of medical and psychiatric records during the entire term of this Order as necessary for use by the Board and/or Compliance Officer to obtain copies of medical records and assessments and authorize the Board and/or Compliance Officer to discuss Respondent's case with Respondent's treating physicians and/or any physicians holding Respondent's records.
3. A copy of this Order shall be provided to Respondent as soon as it is processed.

Any violation of this Order may result in further discipline of Respondent's license to practice osteopathic medicine in the State of Oklahoma.

This Order is a public record and therefore subject to the Oklahoma Open Records Act. Further, This Order may be reportable to the National Practitioner Data Bank pursuant to federal law, including but not limited to, 45 CFR Part 60.

IT IS SO ORDERED AND EFFECTIVE this 26 day of March, 2024.

Bret Langerman, D.O.

Bret Langerman, D.O. (Mar 26, 2024 10:35 CDT)

Bret S. Langerman, D.O.  
Board President  
State Board of Osteopathic Board

# MID-LEVEL SUPERVISION REQUEST

JODI WILEY,

D.O.

# 7654



## Oklahoma State Board of Osteopathic Examiners

CATHERINE C. TAYLOR, J.D.  
TULSA

CHELSEY D. GILBERTSON, D.O.  
PRESIDENT  
EDMOND

LEROY E. YOUNG, D.O.  
OKLAHOMA CITY

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VICE PRESIDENT  
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POTEAU

DUANE G. KOEHLER, D.O.  
SECRETARY-TREASURER  
VINITA

D. MATT WILKETT, D.O.  
TULSA

LAYNE E. SUBERA, D.O.  
SKIATOOK

## Waiver of Twenty Days' Notice

I, Jodi Wiley, D.O., License No. 7654, do hereby waive the requirement set out in 59 O.S. § 637 (16)(B) for at least twenty days notice prior to a hearing before the Oklahoma State Board of Osteopathic Examiners in order that my request may be heard at the next meeting of the Board. I understand that I am waiving my twenty days' notice and that I may receive an adverse decision.

### Citation:

59 O.S. § 637 (16)(B).

B. The State Board of Osteopathic Examiners shall neither refuse to renew, nor suspend, nor revoke any license, however, for any of these causes, unless the person accused has been given at least twenty (20) days' notice in writing of the charge against him or her and a public hearing by the Board; provided, three-fourths (3/4) of a quorum present at a meeting may vote to suspend a license in an emergency situation if the licensee affected is provided a public hearing within thirty (30) days of the emergency suspension.

  
Signature of Licensee

12/3/2024

Date

---

5400 N. GRAND BLVD., SUITE 130 • OKLAHOMA CITY, OK 73112 • 405.528.8625 • FAX 405.557.0653 • [oklahoma.gov/osboe](http://oklahoma.gov/osboe)

## Supervision of Advanced Practitioners

I currently supervise six independent advanced practitioners. I have access to their electronic medical records and currently review at least 10% of their volume monthly. Some of these providers have been in practice for many years which does require more chart review, but less direct supervision based on their extensive experience. All providers have an open invitation to discuss any patients with me at any point throughout the month via text, phone call, or FaceTime. Providers are required to meet with me once monthly via FaceTime or zoom.

One provider in particular lives outside of the state of Oklahoma, but provides Medicare annual wellness exams to a very small number of Oklahomans. She still requires supervision to remain within the standards that Oklahoma sets for its practitioners. Her average monthly patient load in Oklahoma is 10. I review 1 Medicare Annual Wellness monthly for her. We do not anticipate significant growth for her in this market.

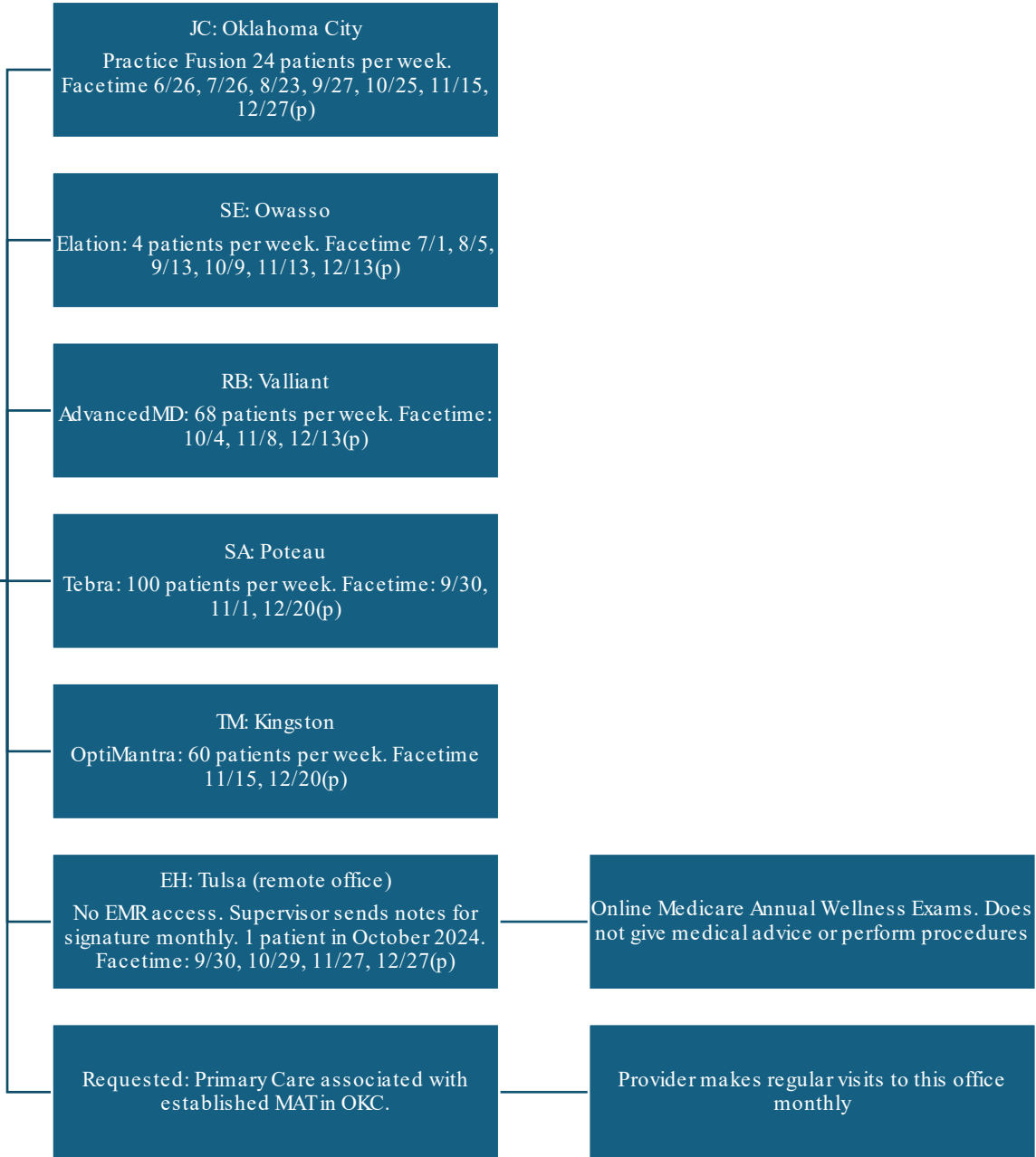
My administrative requirement and these phone calls occur on Fridays throughout the month. In total, I average less than ½ day monthly (4 hours total) to successfully supervise these independent practitioners. Currently, 5 of the 6 providers perform in-office procedures including skin biopsies, contraception insertion and removal, injections (weight loss, B12, intra-articular), I&D, cryotherapy for warts, ingrown toenail removal. They understand that I can be available in their office with advanced notice if assistance with procedures is requested.

I would like to extend my ability to supervise practitioners to a total of seven (7). I currently help with a medication assisted treatment facility in Oklahoma City on Mondays, Wednesdays, and Fridays from 6 AM to 8 AM. That facility is working to advance their practice to include primary care. I have been invited to supervise an advanced practitioner who will be providing this primary care. This is an excellent opportunity to reach a significantly vulnerable population in Oklahoma. These patients are often seen daily, however, at the very least they're seen once every two weeks and most of them go without treatment of chronic conditions, including hepatitis, tuberculosis, etc. The addition of this advanced practitioner will require no more time spent than the time I already dedicate to this facility between the hours of 6 AM and 8 AM which do not hinder the average workday for most people.

Thank you in advance for your consideration.

Respectfully,  
Jodi Wiley, DO

# Dr. Wiley



## 2025 Monthly Training Topics

Month	Topic
January	Buprenorphine Mini-course (ASAM)
February	Clinical Preventive Services Recommendations (AAFP)
March	UpToDate What's New
April	Provider Health and Well-being (AAFP)
May	Women's Health (AAFP)
June	UpToDate What's New
July	Eliminating Inequities (ASAM)
August	Mental Health as Vital Sign (AAFP)
September	Review Adult Vaccination Recommendations
October	Secondary Trauma and Compassion Fatigue
November	Wellness Through Peer Support (AAFP)
December	Understanding Pain and Opioids (ASAM)





The document shall be completed and submitted for each mid-level practitioner you supervise or plan to. Upon completion of this document, email to [support@osboe.ok.gov](mailto:support@osboe.ok.gov) in addition to the written agreement between yourself and the mid-level.

**510:10-4-2. Definitions**

The following words and terms used in this Subchapter, shall have the following meaning unless the context clearly indicates otherwise:

**"Board"** means the State Board of Osteopathic Examiners.

**"Mid-level practitioners"** includes physician assistants and advanced practice nurses.

**"Proper physician supervision"** means the supervising physician regularly and routinely reviews the prescriptive practices and patterns of the mid-level practitioners. Proper physician supervision of mid-level practitioners is essential.

**510:10-4-3. Eligibility, Limits, and Responsibilities of supervising osteopathic physician**

(a) To be eligible to serve as a supervising physician for mid-level practitioners, an osteopathic physician shall meet the following criteria:

(1) Have possession of a full and unrestricted Oklahoma license to practice osteopathic medicine; with Drug Enforcement Agency (DEA) and Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDD) permits.

(2) The supervising physician shall be trained and fully qualified in the field of the mid-level practitioners' specialty.

(b) No physician shall supervise more than six (6) mid-level practitioners.

(c) The Board may make an exception to any limit set herein upon written request of the physician.

(d) Subject to approval, disapproval, or modification by the Board, the Executive Director of the Board may temporarily approve a written request to supervise seven (7) or more mid-level practitioners between regularly scheduled meeting of the Board. Under no circumstance shall the Executive Director approve more than ten (10) mid-level practitioners without expressed approval of the Board.

(e) All supervising osteopathic physicians shall have a written agreement with each mid-level practitioner they supervise to memorialize the extent of the authority of the mid-level practitioner to practice under the supervision of the physician. The written agreement shall comply with Oklahoma law.

**Physician Information:**

Last Name: Wiley First Name: Jodi M.I.: L

License No: 7654 Email: jodilwiley@yahoo.com

Cell Phone: 2143997270 Home Phone: \_\_\_\_\_

Home/Mailing Address: 11634 S New Haven Ave

City: Tulsa State: OK Zip Code: 74137

**Mid-Level Practitioner Information:**

Last Name: Collett First Name: Jessica M.I.: \_\_\_\_\_  
License Type: CNP License No: 208107 Phone: 405-301-5802  
Specialty: Family Practice and Psychiatric Facility Type: Clinic  
Practice Location: 8801 S. Okie,  
City: OKC State: OK Zip Code: 73139  
Fee charged for supervision?: Yes If yes, amount: \$490

**Scope of Practice:**

Describe the scope of practice of the mid-level practitioner.

Nurse practitioners in Oklahoma can diagnose medical conditions within their specialty, order and interpret labs and or diagnostic imaging, prescribe three through five medication's (with a supervising physician agreement), order durable medical equipment (DME) and referrals for specialty care.

**Method of Supervision:**

Provide a detailed narrative of how you intend to supervise. This shall include an explanation of how you are trained and fully qualified in the field of the mid-level practitioner's specialty and an outline of the extent of your supervision. If you need additional room, please continue on a separate document.

Doctor will be available by phone and/or text throughout the workweek. They will meet with advanced practitioner via realtime two-way audio and video communication at least once per calendar month. Doctor will review of minimum 10% of patient medical records monthly.

I, Jodi Wiley, hereby attest that I possess a full and unrestricted license to practice osteopathic medicine, an active Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDD) permit, and an active Drug Enforcement Agency (DEA) permit

Signature: Jodi Wiley Digitally signed by Jodi Wiley Date: 2024.10.23 16:05:07 -05'00' Date: 10/23/24

This agreement is a Template provided by Collaborating Docs – it is not and cannot be considered legal advice. It is the Parties responsibility to ensure they are compliant with the law and that the agreement contains terms appropriate and/or required to the Parties situation. The Parties are encouraged to consult their own attorney for legal advice or answers to specific legal questions.

## **AGREEMENT AND JOINT PROTOCOL FOR ADVANCED PRACTICE CLINICIAN AND COLLABORATING PHYSICIANS**

### **AGREEMENT**

This **Collaborative Agreement and Joint Protocol for Advanced Practice Clinicians and Collaborating Physicians** (the “**Collaborative Agreement**”) is made effective on the last date the Collaborative Agreement is signed by any Party (the “**Effective Date**”), by and between Jessica Collett, NP the **Advanced Practice Clinician** (the “**APC**”), and Jodi Wiley, MD the Collaborating Physician (the “**CP**”), each also referred to herein as a “Party,” and collectively, as the “Parties.”

**WHEREAS**, the APC is an individual who is duly-licensed in the state(s) set forth on Exhibit 1 (the “**Practice State(s)**”) by the applicable state board of nursing to practice as a clinical nurse specialist with prescriptive authority (or “**CNS**”), a physician assistant (or “**PA**”), or as a Nurse Practitioner (or “**NP**”);

**WHEREAS**, the CP is a physician duly-licensed to practice medicine in the Practice State(s);

**WHEREAS**, the CP has agreed to work in collaboration with the APC, and the APC has agreed to work in collaboration with the CP, in accordance with the terms and conditions set forth in this Collaborative Agreement;

**NOW, THEREFORE**, in consideration of the promises, terms, covenants, and conditions set forth in this Collaborative Agreement, and for other good and valuable consideration, the parties, desiring to be legally bound, agree as follows:

- 1) The APC and CP have agreed to work collaboratively to render the highest-quality health care services (the “**Services**”) in the state(s) listed on Exhibit 1 pursuant to rules and regulations of each Practice State, including, but not limited to, state medical board rules and regulations, state nursing board rules and regulations, applicable federal, state, and local laws, rules, and regulations related to this Collaborative Agreement, state and federal laws regarding the prescription of medications or controlled substances, physician supervision requirements under a collaborative agreement, the Corporate Practice of Medicine Doctrine, including the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback statute (42 U.S.C. § 1320a–7b (b)), the Civil Monetary Penalties law (42 U.S.C. § 1320a–7a), and the Physician Self-referral law (42 U.S.C. § 1395nn) (collectively the “**Governing Laws**”).
- 2) The APC and CP hereby acknowledge that they have reviewed, understand, and agree to comply with the responsibilities set forth in the Collaborative Agreement and perform in accordance with all applicable laws, rules, and regulations that govern their actions under the same. Both the APC and CP acknowledge and understand that they are solely responsible for providing the Services contemplated in a manner which is compliant in all respects with the law, particularly with respect to the applicable

state laws listed in Exhibit 2 for collaboration and supervision requirements and will bear all risks in connection with the Collaborative Agreement and the provision of such Services.

3) **APC Representations and Warranties** - Notwithstanding anything to the contrary herein, the APC represents and warrants as follows:

- a) The APC represents and warrants that they currently meet the qualifications to practice as clinical nurse specialist with prescriptive authority, a physician assistant, or as an NP. The APC further represents and warrants that they will continue to fulfill the requirements for licensure in the state(s) listed in Exhibit 1 and/or maintain any national certifications required by their specialty. The APC will provide the CP with their license number and/or other proof of licensure, upon execution of this Collaborative Agreement. Proof of licensure being provided to the CP is a material term of this Collaborative Agreement. APC cannot provide any Services under this Collaborative Agreement prior to providing proof of licensure to the CP.
- b) The APC represents and warrants that s/he currently has secured, or, prior to taking any actions related to the collaborative arrangement, including but not exclusively actions relating to care of patients, will secure professional liability insurance on behalf of herself/himself which provides coverage limits that meet or exceed the statutory requirements of the Practice State, to the extent such coverage is required in the Practice State, and to the extent that coverage minimums exist in the Practice State. Medical malpractice coverage for the APC is required to (i) begin before, or on the Effective Date of this Collaborative Agreement; and (ii) such malpractice coverage for the APC shall be active at all times while this Collaborative Agreement is in effect. The APC shall make available proof of such medical malpractice coverage to the Practitioner and will furnish proof of the same to any regulatory board or agency upon request.
- c) The APC agrees that as an APC, s/he will act as a care practitioner in the treatment of patients pursuant to this Collaborative Agreement.
- d) APC shall perform Services based upon the individual needs of patients in accordance with rights and privileges granted through state licensure and APC certification by the applicable board(s) of nursing of the Practice State(s). The nature and extent of assessments performed, and resultant diagnoses made by APC shall follow applicable standards of advanced nursing practice and shall be in compliance with the laws set forth in Exhibit 2 and/or applicable Governing Laws.
- e) If required by the laws set forth in Exhibit 2 and/or applicable Governing Laws, the APC shall consult at the required level with the CP prior to prescribing, ordering and/or issuing controlled substances listed in Schedules II, III, IV and V of the Controlled Substances Act to patients.

4) **CP Representations and Warranties**- Notwithstanding anything to the contrary herein, the CP represents and warrants as follows:

- a) The CP represents and warrants that they currently meet the qualifications to practice as a physician in the Practice State(s) and will continue to fulfill the requirements to maintain such licensure and/or national certifications as required by her/his specialty. CP will provide the APC her/his medical license number upon execution of this Collaborative Agreement. Proof of medical licensure being provided to the APC is a material term of this Collaborative Agreement.

The CP must be readily available for communication and consultation with the APC either in person or via electronic means as required by the Governing Laws. In the event the CP may be

unavailable for communication and/or consultation with the APC, the CP will make a good faith effort to arrange for a substitute collaborating physician to be available to APC.

- b) CP must meet with APC no less than one (1) time per calendar month over video chat to check-in with APC and provide feedback and or answer questions from APC.

5) **Joint Provisions** - The Parties agree as follows:

- a) The CP and APC understand the responsibilities and scope of practice issues implicated by this Collaborative Agreement.
- b) The APC and CP shall agree on patient recordkeeping methodology, including documentation of subjective complaints, objective findings, patient assessment, plan of treatment, and medications prescribed or dispensed for every patient encounter.
- c) The APC and CP shall collaboratively review ten percent (10%) of records of patients treated by the APC, on a monthly basis, unless a different time period is required by the Governing Laws.
- d) The APC shall consult with the CP regarding the specific number of refills of a particular medication whenever, in the APC's professional opinion, the patient's condition warrants physician consultation, or with the frequency required by the laws set out in Exhibit 2 or Governing Laws, as applicable.
- e) Medications and DMEPOS prescribed or dispensed by the APC will be recorded in the patient's record noting date, name of drug or device, dosage, quantity, frequency, duration, instructions for patient use and authorization for refills, if any.
- f) The Parties shall abide by the accepted standards of medical or nursing practice in accordance with the rights and privileges granted through applicable certification/licensure for the use of medication in emergency situations.
- g) Disagreement between APC and CP regarding a patient's health management that falls within the scope of practice of both parties will be resolved by a consensus agreement in accordance with current medical and nursing peer literature consultation. In case of disagreements that cannot be resolved in this manner, the CP's opinion will prevail.
- h) The APC and CP understand and acknowledge that if any law or regulation governing practice by an APC, including those set forth in Exhibit 2, changes in a manner that alters the substance of this Collaborative Agreement, in whole or in part, they are required to promptly meet in good faith to address the change and to amend the Collaborative Agreement to comply with the applicable regulatory or legislative change. In the event the parties cannot agree on a good faith amendment of the Agreement or cannot otherwise resolve the applicable regulatory or legislative change within thirty (30) days after written notice thereof, either party may terminate the Agreement upon written notice to the other party

- 6) **Suspension & Termination** - This Collaborative Agreement will be suspended for reasonable cause, upon written notice, in the event (i) the CP indicates, in writing, to the APC her/his intent to terminate the Agreement; or if (ii) the APC indicates in writing to the CP her/his intent to terminate the Agreement. The APC and CP acknowledge that any inappropriate or unprofessional behavior or violation of this Collaborative Agreement by either the APC or CP will be reported to her/his respective licensing board and will be grounds for terminating this Agreement.

7) **Other Applicable Provisions:**

- a) **Non-Disparagement:** The Parties agree not to disparage each other in any manner during and/or after the Collaborative Agreement is in effect, including making or publishing any statements orally, in writing (including via social media) which may reasonably harm the personal, professional, financial, reputational, or other material interests of the Parties.
- b) **Assignment:** Neither party to this Collaborative Agreement may assign performance or their rights hereunder without the prior written consent of the other party.
- c) **Entire Agreement; Amendments:** This Collaborative Agreement, together with its Exhibits, supersede all previous and/or contemporaneous agreements between the parties relating to the subject matter hereof, and constitutes the entire understanding between the parties relating to this matter. No modification, amendment or addition to this Collaborative Agreement shall be valid or enforceable unless in writing and signed by both parties. This Collaborative Agreement shall be reviewed, updated as needed, and signed a minimum of once yearly by both parties.
- d) **Agreement Subject to Law.** If any provision of this Collaborative Agreement is found to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the remainder of the Collaborative Agreement shall be construed and enforced as if the illegal, invalid, unenforceable provision had never comprised a part of the Collaborative Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, this Collaborative Agreement shall be reformed to include as a part of the agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable; provided however, that the Collaborative Agreement shall not be reformed if such reformation would materially change the economic terms of the Parties relationship.

8)

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have caused this Collaborative Agreement and Joint Protocol for Advanced Practice Clinicians and Collaborating Physicians to be executed by their own hands or by the hands of their duly authorized representatives, as follows:

**Advanced Practice Clinician:**

Full Legal Name:           Jessica Michele Collett          

Signature:           *Jessica Collett*          

Date:           06/12/2024          

**Collaborating Physician:**

Full Legal Name:           Jodi Wiley          

Signature:           *Jodi C Wiley*          

Date:           06/12/2024

**EXHIBIT 1**  
**Service States**

OK





The document shall be completed and submitted for each mid-level practitioner you supervise or plan to. Upon completion of this document, email to [support@osboe.ok.gov](mailto:support@osboe.ok.gov) in addition to the written agreement between yourself and the mid-level.

**510:10-4-2. Definitions**

The following words and terms used in this Subchapter, shall have the following meaning unless the context clearly indicates otherwise:

**"Board"** means the State Board of Osteopathic Examiners.

**"Mid-level practitioners"** includes physician assistants and advanced practice nurses.

**"Proper physician supervision"** means the supervising physician regularly and routinely reviews the prescriptive practices and patterns of the mid-level practitioners. Proper physician supervision of mid-level practitioners is essential.

**510:10-4-3. Eligibility, Limits, and Responsibilities of supervising osteopathic physician**

(a) To be eligible to serve as a supervising physician for mid-level practitioners, an osteopathic physician shall meet the following criteria:

(1) Have possession of a full and unrestricted Oklahoma license to practice osteopathic medicine; with Drug Enforcement Agency (DEA) and Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDD) permits.

(2) The supervising physician shall be trained and fully qualified in the field of the mid-level practitioners' specialty.

(b) No physician shall supervise more than six (6) mid-level practitioners.

(c) The Board may make an exception to any limit set herein upon written request of the physician.

(d) Subject to approval, disapproval, or modification by the Board, the Executive Director of the Board may temporarily approve a written request to supervise seven (7) or more mid-level practitioners between regularly scheduled meeting of the Board. Under no circumstance shall the Executive Director approve more than ten (10) mid-level practitioners without expressed approval of the Board.

(e) All supervising osteopathic physicians shall have a written agreement with each mid-level practitioner they supervise to memorialize the extent of the authority of the mid-level practitioner to practice under the supervision of the physician. The written agreement shall comply with Oklahoma law.

**Physician Information:**

Last Name: Wiley First Name: Jodi M.I.: L

License No: 7654 Email: jodilwiley@yahoo.com

Cell Phone: 2143997270 Home Phone: \_\_\_\_\_

Home/Mailing Address: 11634 S New Haven Ave

City: Tulsa State: OK Zip Code: 74137

**Mid-Level Practitioner Information:**

Last Name: England First Name: Samantha M.I.: \_\_\_\_\_

License Type: APRN-CNP License No: 205176 Phone: (918) 645-9325

Specialty: Family Facility Type: Clinic

Practice Location: 314 E 5th Ave Ste 205

City: Owasso State: OK Zip Code: 74055

Fee charged for supervision?: Yes If yes, amount: \$315

**Scope of Practice:**

Describe the scope of practice of the mid-level practitioner.

Assess a patient's condition, ordering test, interpreting results, making diagnosis, prescribing medication's, ordering treatments, overseeing nurse/aestheticians treatments.

**Method of Supervision:**

Provide a detailed narrative of how you intend to supervise. This shall include an explanation of how you are trained and fully qualified in the field of the mid-level practitioner's specialty and an outline of the extent of your supervision. If you need additional room, please continue on a separate document.

Doctor will be available by phone and/or text throughout the workweek. They will meet with advanced practitioner via realtime two-way audio and video communication at least once per calendar month. Doctor will review of minimum 10% of patient medical records monthly.

I, Jodi Wiley, hereby attest that I possess a full and unrestricted license to practice osteopathic medicine, an active Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDD) permit, and an active Drug Enforcement Agency (DEA) permit

Signature: Jodi Wiley Digitally signed by Jodi Wiley Date: 2024.10.23 16:14:24 -05'00' Date: 10/23/24

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## **AGREEMENT AND JOINT PROTOCOL FOR ADVANCED PRACTICE CLINICIAN AND COLLABORATING PHYSICIANS**

### **AGREEMENT**

This **Collaborative Agreement and Joint Protocol for Advanced Practice Clinicians and Collaborating Physicians** (the “**Collaborative Agreement**”) is made effective on the last date the Collaborative Agreement is signed by any Party (the “**Effective Date**”), by and between Samantha England, NP the **Advanced Practice Clinician** (the “**APC**”), and Jodi Wiley, MD the Collaborating Physician (the “**CP**”), each also referred to herein as a “Party,” and collectively, as the “Parties.”

**WHEREAS**, the APC is an individual who is duly-licensed in the state(s) set forth on Exhibit 1 (the “**Practice State(s)**”) by the applicable state board of nursing to practice as a clinical nurse specialist with prescriptive authority (or “**CNS**”), a physician assistant (or “**PA**”), or as a Nurse Practitioner (or “**NP**”);

**WHEREAS**, the CP is a physician duly-licensed to practice medicine in the Practice State(s);

**WHEREAS**, the CP has agreed to work in collaboration with the APC, and the APC has agreed to work in collaboration with the CP, in accordance with the terms and conditions set forth in this Collaborative Agreement;

**NOW, THEREFORE**, in consideration of the promises, terms, covenants, and conditions set forth in this Collaborative Agreement, and for other good and valuable consideration, the parties, desiring to be legally bound, agree as follows:

- 1) The APC and CP have agreed to work collaboratively to render the highest-quality health care services (the “**Services**”) in the state(s) listed on Exhibit 1 pursuant to rules and regulations of each Practice State, including, but not limited to, state medical board rules and regulations, state nursing board rules and regulations, applicable federal, state, and local laws, rules, and regulations related to this Collaborative Agreement, state and federal laws regarding the prescription of medications or controlled substances, physician supervision requirements under a collaborative agreement, the Corporate Practice of Medicine Doctrine, including the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback statute (42 U.S.C. § 1320a–7b (b)), the Civil Monetary Penalties law (42 U.S.C. § 1320a–7a), and the Physician Self-referral law (42 U.S.C. § 1395nn) (collectively the “**Governing Laws**”).
- 2) The APC and CP hereby acknowledge that they have reviewed, understand, and agree to comply with the responsibilities set forth in the Collaborative Agreement and perform in accordance with all applicable laws, rules, and regulations that govern their actions under the same. Both the APC and CP acknowledge and understand that they are solely responsible for providing the Services contemplated in a manner which is compliant in all respects with the law, particularly with respect to the applicable

state laws listed in Exhibit 2 for collaboration and supervision requirements and will bear all risks in connection with the Collaborative Agreement and the provision of such Services.

3) **APC Representations and Warranties** - Notwithstanding anything to the contrary herein, the APC represents and warrants as follows:

- a) The APC represents and warrants that they currently meet the qualifications to practice as clinical nurse specialist with prescriptive authority, a physician assistant, or as an NP. The APC further represents and warrants that they will continue to fulfill the requirements for licensure in the state(s) listed in Exhibit 1 and/or maintain any national certifications required by their specialty. The APC will provide the CP with their license number and/or other proof of licensure, upon execution of this Collaborative Agreement. Proof of licensure being provided to the CP is a material term of this Collaborative Agreement. APC cannot provide any Services under this Collaborative Agreement prior to providing proof of licensure to the CP.
- b) The APC represents and warrants that s/he currently has secured, or, prior to taking any actions related to the collaborative arrangement, including but not exclusively actions relating to care of patients, will secure professional liability insurance on behalf of herself/himself which provides coverage limits that meet or exceed the statutory requirements of the Practice State, to the extent such coverage is required in the Practice State, and to the extent that coverage minimums exist in the Practice State. Medical malpractice coverage for the APC is required to (i) begin before, or on the Effective Date of this Collaborative Agreement; and (ii) such malpractice coverage for the APC shall be active at all times while this Collaborative Agreement is in effect. The APC shall make available proof of such medical malpractice coverage to the Practitioner and will furnish proof of the same to any regulatory board or agency upon request.
- c) The APC agrees that as an APC, s/he will act as a care practitioner in the treatment of patients pursuant to this Collaborative Agreement.
- d) APC shall perform Services based upon the individual needs of patients in accordance with rights and privileges granted through state licensure and APC certification by the applicable board(s) of nursing of the Practice State(s). The nature and extent of assessments performed, and resultant diagnoses made by APC shall follow applicable standards of advanced nursing practice and shall be in compliance with the laws set forth in Exhibit 2 and/or applicable Governing Laws.
- e) If required by the laws set forth in Exhibit 2 and/or applicable Governing Laws, the APC shall consult at the required level with the CP prior to prescribing, ordering and/or issuing controlled substances listed in Schedules II, III, IV and V of the Controlled Substances Act to patients.

4) **CP Representations and Warranties**- Notwithstanding anything to the contrary herein, the CP represents and warrants as follows:

- a) The CP represents and warrants that they currently meet the qualifications to practice as a physician in the Practice State(s) and will continue to fulfill the requirements to maintain such licensure and/or national certifications as required by her/his specialty. CP will provide the APC her/his medical license number upon execution of this Collaborative Agreement. Proof of medical licensure being provided to the APC is a material term of this Collaborative Agreement.

The CP must be readily available for communication and consultation with the APC either in person or via electronic means as required by the Governing Laws. In the event the CP may be

unavailable for communication and/or consultation with the APC, the CP will make a good faith effort to arrange for a substitute collaborating physician to be available to APC.

- b) CP must meet with APC no less than one (1) time per calendar month over video chat to check-in with APC and provide feedback and or answer questions from APC.

5) **Joint Provisions** - The Parties agree as follows:

- a) The CP and APC understand the responsibilities and scope of practice issues implicated by this Collaborative Agreement.
- b) The APC and CP shall agree on patient recordkeeping methodology, including documentation of subjective complaints, objective findings, patient assessment, plan of treatment, and medications prescribed or dispensed for every patient encounter.
- c) The APC and CP shall collaboratively review ten percent (10%) of records of patients treated by the APC, on a monthly basis, unless a different time period is required by the Governing Laws.
- d) The APC shall consult with the CP regarding the specific number of refills of a particular medication whenever, in the APC's professional opinion, the patient's condition warrants physician consultation, or with the frequency required by the laws set out in Exhibit 2 or Governing Laws, as applicable.
- e) Medications and DMEPOS prescribed or dispensed by the APC will be recorded in the patient's record noting date, name of drug or device, dosage, quantity, frequency, duration, instructions for patient use and authorization for refills, if any.
- f) The Parties shall abide by the accepted standards of medical or nursing practice in accordance with the rights and privileges granted through applicable certification/licensure for the use of medication in emergency situations.
- g) Disagreement between APC and CP regarding a patient's health management that falls within the scope of practice of both parties will be resolved by a consensus agreement in accordance with current medical and nursing peer literature consultation. In case of disagreements that cannot be resolved in this manner, the CP's opinion will prevail.
- h) The APC and CP understand and acknowledge that if any law or regulation governing practice by an APC, including those set forth in Exhibit 2, changes in a manner that alters the substance of this Collaborative Agreement, in whole or in part, they are required to promptly meet in good faith to address the change and to amend the Collaborative Agreement to comply with the applicable regulatory or legislative change. In the event the parties cannot agree on a good faith amendment of the Agreement or cannot otherwise resolve the applicable regulatory or legislative change within thirty (30) days after written notice thereof, either party may terminate the Agreement upon written notice to the other party

- 6) **Suspension & Termination** - This Collaborative Agreement will be suspended for reasonable cause, upon written notice, in the event (i) the CP indicates, in writing, to the APC her/his intent to terminate the Agreement; or if (ii) the APC indicates in writing to the CP her/his intent to terminate the Agreement. The APC and CP acknowledge that any inappropriate or unprofessional behavior or violation of this Collaborative Agreement by either the APC or CP will be reported to her/his respective licensing board and will be grounds for terminating this Agreement.

7) **Other Applicable Provisions:**

- a) **Non-Disparagement:** The Parties agree not to disparage each other in any manner during and/or after the Collaborative Agreement is in effect, including making or publishing any statements orally, in writing (including via social media) which may reasonably harm the personal, professional, financial, reputational, or other material interests of the Parties.
- b) **Assignment:** Neither party to this Collaborative Agreement may assign performance or their rights hereunder without the prior written consent of the other party.
- c) **Entire Agreement; Amendments:** This Collaborative Agreement, together with its Exhibits, supersede all previous and/or contemporaneous agreements between the parties relating to the subject matter hereof, and constitutes the entire understanding between the parties relating to this matter. No modification, amendment or addition to this Collaborative Agreement shall be valid or enforceable unless in writing and signed by both parties. This Collaborative Agreement shall be reviewed, updated as needed, and signed a minimum of once yearly by both parties.
- d) **Agreement Subject to Law.** If any provision of this Collaborative Agreement is found to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the remainder of the Collaborative Agreement shall be construed and enforced as if the illegal, invalid, unenforceable provision had never comprised a part of the Collaborative Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, this Collaborative Agreement shall be reformed to include as a part of the agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable; provided however, that the Collaborative Agreement shall not be reformed if such reformation would materially change the economic terms of the Parties relationship.

8)

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have caused this Collaborative Agreement and Joint Protocol for Advanced Practice Clinicians and Collaborating Physicians to be executed by their own hands or by the hands of their duly authorized representatives, as follows:

**Advanced Practice Clinician:**

Full Legal Name: Samantha Taylor England

Signature: *Samantha Taylor England*

Date: 07/01/2024

**Collaborating Physician:**

Full Legal Name: Jodi Wiley

Signature: *Jodi C Wiley*

Date: 07/01/2024

**EXHIBIT 1**  
**Service States**

OK





The document shall be completed and submitted for each mid-level practitioner you supervise or plan to. Upon completion of this document, email to [support@osboe.ok.gov](mailto:support@osboe.ok.gov) in addition to the written agreement between yourself and the mid-level.

**510:10-4-2. Definitions**

The following words and terms used in this Subchapter, shall have the following meaning unless the context clearly indicates otherwise:

**"Board"** means the State Board of Osteopathic Examiners.

**"Mid-level practitioners"** includes physician assistants and advanced practice nurses.

**"Proper physician supervision"** means the supervising physician regularly and routinely reviews the prescriptive practices and patterns of the mid-level practitioners. Proper physician supervision of mid-level practitioners is essential.

**510:10-4-3. Eligibility, Limits, and Responsibilities of supervising osteopathic physician**

(a) To be eligible to serve as a supervising physician for mid-level practitioners, an osteopathic physician shall meet the following criteria:

(1) Have possession of a full and unrestricted Oklahoma license to practice osteopathic medicine; with Drug Enforcement Agency (DEA) and Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDD) permits.

(2) The supervising physician shall be trained and fully qualified in the field of the mid-level practitioners' specialty.

(b) No physician shall supervise more than six (6) mid-level practitioners.

(c) The Board may make an exception to any limit set herein upon written request of the physician.

(d) Subject to approval, disapproval, or modification by the Board, the Executive Director of the Board may temporarily approve a written request to supervise seven (7) or more mid-level practitioners between regularly scheduled meeting of the Board. Under no circumstance shall the Executive Director approve more than ten (10) mid-level practitioners without expressed approval of the Board.

(e) All supervising osteopathic physicians shall have a written agreement with each mid-level practitioner they supervise to memorialize the extent of the authority of the mid-level practitioner to practice under the supervision of the physician. The written agreement shall comply with Oklahoma law.

**Physician Information:**

Last Name: Wiley First Name: Jodi M.I.: L

License No: 7654 Email: jodilwiley@yahoo.com

Cell Phone: 2143997270 Home Phone: \_\_\_\_\_

Home/Mailing Address: 11634 S New Haven Ave

City: Tulsa State: OK Zip Code: 74137

**Mid-Level Practitioner Information:**

Last Name: Burgess First Name: Rachel M.I.: \_\_\_\_\_

License Type: APRN-FNP-C License No: 99969 Phone: 5802124647

Specialty: Family Facility Type: Clinic

Practice Location: 508 East Wilson St

City: Valliant State: OK Zip Code: 74764

Fee charged for supervision?: Yes If yes, amount: \$390

**Scope of Practice:**

Describe the scope of practice of the mid-level practitioner.

Specialty of family nurse practitioner (FNP is to provide care for persons, including the entire lifespan from birth to very old. FNP is able to assess, make medical and nursing diagnosis, manage healthcare, prescribe medicines, and evaluate care for persons who are ill, injured and or have chronic diseases.

**Method of Supervision:**

Provide a detailed narrative of how you intend to supervise. This shall include an explanation of how you are trained and fully qualified in the field of the mid-level practitioner's specialty and an outline of the extent of your supervision. If you need additional room, please continue on a separate document.

Doctor will be available by phone and/or text throughout the workweek. They will meet with advanced practitioner via realtime two-way audio and video communication at least once per calendar month. Doctor will review of minimum 10% of patient medical records monthly.

I, Jodi Wiley, hereby attest that I possess a full and unrestricted license to practice osteopathic medicine, an active Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDD) permit, and an active Drug Enforcement Agency (DEA) permit

Signature: Jodi Wiley Digitally signed by Jodi Wiley Date: 2024.10.23 16:20:39 -05'00' Date: 10/23/2024

This agreement is a Template provided by Collaborating Docs – it is not and cannot be considered legal advice. It is the Parties responsibility to ensure they are compliant with the law and that the agreement contains terms appropriate and/or required to the Parties situation. The Parties are encouraged to consult their own attorney for legal advice or answers to specific legal questions.

## AGREEMENT AND JOINT PROTOCOL FOR ADVANCED PRACTICE CLINICIAN AND COLLABORATING PHYSICIANS

### AGREEMENT

This **Collaborative Agreement and Joint Protocol for Advanced Practice Clinicians and Collaborating Physicians** (the “**Collaborative Agreement**”) is made effective on the last date the Collaborative Agreement is signed by any Party (the “**Effective Date**”), by and between Rachel Burgess, NP the **Advanced Practice Clinician** (the “**APC**”), and Jodi Wiley, MD the Collaborating Physician (the “**CP**”), each also referred to herein as a “Party,” and collectively, as the “Parties.”

**WHEREAS**, the APC is an individual who is duly-licensed in the state(s) set forth on Exhibit 1 (the “**Practice State(s)**”) by the applicable state board of nursing to practice as a Clinical Nurse Specialist with prescriptive authority (or “**CNS**”), a Certified Nurse Midwife (or “**CNM**”), a Certified Registered Nurse Anesthetist (or “**CRNA**”), a Physician Assistant (or “**PA**”), or as a Nurse Practitioner (or “**NP**”);

**WHEREAS**, the CP is a physician duly-licensed to practice medicine in the Practice State(s);

**WHEREAS**, the CP has agreed to work in collaboration with the APC, and the APC has agreed to work in collaboration with the CP, in accordance with the terms and conditions set forth in this Collaborative Agreement;

**NOW, THEREFORE**, in consideration of the promises, terms, covenants, and conditions set forth in this Collaborative Agreement, and for other good and valuable consideration, the parties, desiring to be legally bound, agree as follows:

- 1) The APC and CP have agreed to work collaboratively to render the highest-quality health care services (the “**Services**”) in the state(s) listed on Exhibit 1 pursuant to rules and regulations of each Practice State, including, but not limited to, state medical board rules and regulations, state nursing board rules and regulations, applicable federal, state, and local laws, rules, and regulations related to this Collaborative Agreement, state and federal laws regarding the prescription of medications or controlled substances, physician supervision requirements under a collaborative agreement, the Corporate Practice of Medicine Doctrine, including the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback statute (42 U.S.C. § 1320a-7b (b)), the Civil Monetary Penalties law (42

U.S.C. § 1320a-7a), and the Physician Self-referral law (42 U.S.C. § 1395nn) (collectively the “**Governing Laws**”).

- 2) The APC and CP hereby acknowledge that they have reviewed, understand, and agree to comply with the responsibilities set forth in the Collaborative Agreement and perform in accordance with all applicable laws, rules, and regulations that govern their actions under the same. Both the APC and CP acknowledge and understand that they are solely responsible for providing the Services contemplated in a manner which is compliant in all respects with the law, particularly with respect to the applicable state laws listed in Exhibit 2 for collaboration and supervision requirements and will bear all risks in connection with the Collaborative Agreement and the provision of such Services.
- 3) **APC Representations and Warranties** - Notwithstanding anything to the contrary herein, the APC represents and warrants as follows:
  - a) The APC represents and warrants that they currently meet the qualifications to practice as a CNS with prescriptive authority, a CNM, a CRNA, a PA, or as an NP. The APC further represents and warrants that they will continue to fulfill the requirements for licensure in the state(s) listed in Exhibit 1 and/or maintain any national certifications required by their specialty. The APC will provide the CP with their license number and/or other proof of licensure, upon execution of this Collaborative Agreement. Proof of licensure being provided to the CP is a material term of this Collaborative Agreement. APC cannot provide any Services under this Collaborative Agreement prior to providing proof of licensure to the CP.
  - b) The APC represents and warrants that s/he currently has secured, or, prior to taking any actions related to the collaborative arrangement, including but not exclusively actions relating to care of patients, will secure professional liability insurance on behalf of herself/himself which provides coverage limits that meet or exceed the statutory requirements of the Practice State, to the extent such coverage is required in the Practice State, and to the extent that coverage minimums exist in the Practice State. Medical malpractice coverage for the APC is required to (i) begin before, or on the Effective Date of this Collaborative Agreement; and (ii) such malpractice coverage for the APC shall be active at all times while this Collaborative Agreement is in effect. The APC shall make available proof of such medical malpractice coverage to the Practitioner and will furnish proof of the same to any regulatory board or agency upon request.
  - c) The APC agrees that as an APC, s/he will act as a care practitioner in the treatment of patients pursuant to this Collaborative Agreement.
  - d) APC shall perform Services based upon the individual needs of patients in accordance with rights and privileges granted through state licensure and APC certification by the applicable board(s) of nursing of the Practice State(s). The nature and extent of assessments performed, and resultant diagnoses made by APC shall follow applicable standards of advanced nursing practice and shall be in compliance with the laws set forth in Exhibit 2 and/or applicable Governing Laws.

e) If required by the laws set forth in Exhibit 2 and/or applicable Governing Laws, the APC shall consult at the required level with the CP prior to prescribing, ordering and/or issuing controlled substances listed in Schedules II, III, IV and V of the Controlled Substances Act to patients.

4) **CP Representations and Warranties-** Notwithstanding anything to the contrary herein, the CP represents and warrants as follows:

a) The CP represents and warrants that they currently meet the qualifications to practice as a physician in the Practice State(s) and will continue to fulfill the requirements to maintain such licensure and/or national certifications as required by her/his specialty. CP will provide the APC her/his medical license number upon execution of this Collaborative Agreement. Proof of medical licensure being provided to the APC is a material term of this Collaborative Agreement.

The CP must be readily available for communication and consultation with the APC either in person or via electronic means as required by the Governing Laws. In the event the CP may be unavailable for communication and/or consultation with the APC, the CP will make a good faith effort to arrange for a substitute collaborating physician to be available to APC.

b) CP must meet with APC no less than one (1) time per calendar month over video chat to check-in with APC and provide feedback and or answer questions from APC.

5) **Joint Provisions** - The Parties agree as follows:

a) The CP and APC understand the responsibilities and scope of practice issues implicated by this Collaborative Agreement.

b) The APC and CP shall agree on patient recordkeeping methodology, including documentation of subjective complaints, objective findings, patient assessment, plan of treatment, and medications prescribed or dispensed for every patient encounter.

c) The APC and CP shall collaboratively review ten percent (10%) of records of patients treated by the APC, on a monthly basis, unless a different time period is required by the Governing Laws.

d) The APC shall consult with the CP regarding the specific number of refills of a particular medication whenever, in the APC's professional opinion, the patient's condition warrants physician consultation, or with the frequency required by the laws set out in Exhibit 2 or Governing Laws, as applicable.

e) Medications and DMEPOS prescribed or dispensed by the APC will be recorded in the patient's record noting date, name of drug or device, dosage, quantity, frequency, duration, instructions for patient use and authorization for refills, if any.

- f) The Parties shall abide by the accepted standards of medical or nursing practice in accordance with the rights and privileges granted through applicable certification/licensure for the use of medication in emergency situations.
  - g) Disagreement between APC and CP regarding a patient's health management that falls within the scope of practice of both parties will be resolved by a consensus agreement in accordance with current medical and nursing peer literature consultation. In case of disagreements that cannot be resolved in this manner, the CP's opinion will prevail.
  - h) The APC and CP understand and acknowledge that if any law or regulation governing practice by an APC, including those set forth in Exhibit 2, changes in a manner that alters the substance of this Collaborative Agreement, in whole or in part, they are required to promptly meet in good faith to address the change and to amend the Collaborative Agreement to comply with the applicable regulatory or legislative change. In the event the parties cannot agree on a good faith amendment of the Agreement or cannot otherwise resolve the applicable regulatory or legislative change within thirty (30) days after written notice thereof, either party may terminate the Agreement upon written notice to the other party
- 6) **Suspension & Termination** - This Collaborative Agreement will be suspended for reasonable cause, upon written notice, in the event (i) the CP indicates, in writing, to the APC her/his intent to terminate the Agreement; or if (ii) the APC indicates in writing to the CP her/his intent to terminate the Agreement. The APC and CP acknowledge that any inappropriate or unprofessional behavior or violation of this Collaborative Agreement by either the APC or CP will be reported to her/his respective licensing board and will be grounds for terminating this Agreement.
- 7) **Other Applicable Provisions:**
- a) **Non-Disparagement:** The Parties agree not to disparage each other in any manner during and/or after the Collaborative Agreement is in effect, including making or publishing any statements orally, in writing (including via social media) which may reasonably harm the personal, professional, financial, reputational, or other material interests of the Parties.
  - b) **Assignment:** Neither party to this Collaborative Agreement may assign performance or their rights hereunder without the prior written consent of the other party.
  - c) **Entire Agreement; Amendments:** This Collaborative Agreement, together with its Exhibits, supersede all previous and/or contemporaneous agreements between the parties relating to the subject matter hereof, and constitutes the entire understanding between the parties relating to this matter. No modification, amendment or addition to this Collaborative Agreement shall be valid or enforceable unless in writing and signed by both parties. This Collaborative Agreement shall be reviewed, updated as needed, and signed a minimum of once yearly by both parties.

- d) **Agreement Subject to Law.** If any provision of this Collaborative Agreement is found to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the remainder of the Collaborative Agreement shall be construed and enforced as if the illegal, invalid, unenforceable provision had never comprised a part of the Collaborative Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, this Collaborative Agreement shall be reformed to include as a part of the agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable; provided however, that the Collaborative Agreement shall not be reformed if such reformation would materially change the economic terms of the Parties relationship.


8)

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have caused this Collaborative Agreement and Joint Protocol for Advanced Practice Clinicians and Collaborating Physicians to be executed by their own hands or by the hands of their duly authorized representatives, as follows:

**Advanced Practice Clinician:**


Full Legal Name: Rachel Lauren Burgess, APRN, FNP-C

Signature: 

Date: 09/26/2024

**Collaborating Physician:**

Full Legal Name: Jodi Wiley

Signature: 

Date: 09/26/2024



**EXHIBIT 1**  
**Service States**

OK



The document shall be completed and submitted for each mid-level practitioner you supervise or plan to. Upon completion of this document, email to [support@osboe.ok.gov](mailto:support@osboe.ok.gov) in addition to the written agreement between yourself and the mid-level.

**510:10-4-2. Definitions**

The following words and terms used in this Subchapter, shall have the following meaning unless the context clearly indicates otherwise:

**"Board"** means the State Board of Osteopathic Examiners.

**"Mid-level practitioners"** includes physician assistants and advanced practice nurses.

**"Proper physician supervision"** means the supervising physician regularly and routinely reviews the prescriptive practices and patterns of the mid-level practitioners. Proper physician supervision of mid-level practitioners is essential.

**510:10-4-3. Eligibility, Limits, and Responsibilities of supervising osteopathic physician**

(a) To be eligible to serve as a supervising physician for mid-level practitioners, an osteopathic physician shall meet the following criteria:

(1) Have possession of a full and unrestricted Oklahoma license to practice osteopathic medicine; with Drug Enforcement Agency (DEA) and Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDD) permits.

(2) The supervising physician shall be trained and fully qualified in the field of the mid-level practitioners' specialty.

(b) No physician shall supervise more than six (6) mid-level practitioners.

(c) The Board may make an exception to any limit set herein upon written request of the physician.

(d) Subject to approval, disapproval, or modification by the Board, the Executive Director of the Board may temporarily approve a written request to supervise seven (7) or more mid-level practitioners between regularly scheduled meeting of the Board. Under no circumstance shall the Executive Director approve more than ten (10) mid-level practitioners without expressed approval of the Board.

(e) All supervising osteopathic physicians shall have a written agreement with each mid-level practitioner they supervise to memorialize the extent of the authority of the mid-level practitioner to practice under the supervision of the physician. The written agreement shall comply with Oklahoma law.

**Physician Information:**

Last Name: Wiley First Name: Jodi M.I.: L

License No: 7654 Email: jodilwiley@yahoo.com

Cell Phone: 2143997270 Home Phone: \_\_\_\_\_

Home/Mailing Address: 11634 S New Haven Ave

City: Tulsa State: OK Zip Code: 74137

**Mid-Level Practitioner Information:**

Last Name: Anderson First Name: Shelly M.I.: \_\_\_\_\_

License Type: DNP APRN-CNP License No: R0088955 Phone: (479) 522-6021

Specialty: Family Practice Facility Type: Clinic

Practice Location: 2505 N Broadway

City: Poteau State: OK Zip Code: 74953

Fee charged for supervision?: Yes If yes, amount: \$390

**Scope of Practice:**

Describe the scope of practice of the mid-level practitioner.

Family Medicine

**Method of Supervision:**

Provide a detailed narrative of how you intend to supervise. This shall include an explanation of how you are trained and fully qualified in the field of the mid-level practitioner’s specialty and an outline of the extent of your supervision. If you need additional room, please continue on a separate document.

Doctor will be available by phone and/or text throughout the workweek. They will meet with advanced practitioner via realtime two-way audio and video communication at least once per calendar month. Doctor will review of minimum 10% of patient medical records monthly.

I, Jodi Wiley, hereby attest that I possess a full and unrestricted license to practice osteopathic medicine, an active Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBND) permit, and an active Drug Enforcement Agency (DEA) permit

Signature: Jodi Wiley Digitally signed by Jodi Wiley Date: 2024.10.23 14:44:48 -05'00' Date: 10/23/2024

This agreement is a Template provided by Collaborating Docs – it is not and cannot be considered legal advice. It is the Parties responsibility to ensure they are compliant with the law and that the agreement contains terms appropriate and/or required to the Parties situation. The Parties are encouraged to consult their own attorney for legal advice or answers to specific legal questions.

## **AGREEMENT AND JOINT PROTOCOL FOR ADVANCED PRACTICE CLINICIAN AND COLLABORATING PHYSICIANS**

### **AGREEMENT**

This **Collaborative Agreement and Joint Protocol for Advanced Practice Clinicians and Collaborating Physicians** (the “**Collaborative Agreement**”) is made effective on the last date the Collaborative Agreement is signed by any Party (the “**Effective Date**”), by and between Shelly Anderson, NP the **Advanced Practice Clinician** (the “**APC**”), and Jodi Wiley, MD the Collaborating Physician (the “**CP**”), each also referred to herein as a “Party,” and collectively, as the “Parties.”

**WHEREAS**, the APC is an individual who is duly-licensed in the state(s) set forth on Exhibit 1 (the “**Practice State(s)**”) by the applicable state board of nursing to practice as a Clinical Nurse Specialist with prescriptive authority (or “**CNS**”), a Certified Nurse Midwife (or “**CNM**”), a Certified Registered Nurse Anesthetist (or “**CRNA**”), a Physician Assistant (or “**PA**”), or as a Nurse Practitioner (or “**NP**”);

**WHEREAS**, the CP is a physician duly-licensed to practice medicine in the Practice State(s);

**WHEREAS**, the CP has agreed to work in collaboration with the APC, and the APC has agreed to work in collaboration with the CP, in accordance with the terms and conditions set forth in this Collaborative Agreement;

**NOW, THEREFORE**, in consideration of the promises, terms, covenants, and conditions set forth in this Collaborative Agreement, and for other good and valuable consideration, the parties, desiring to be legally bound, agree as follows:

- 1) The APC and CP have agreed to work collaboratively to render the highest-quality health care services (the “**Services**”) in the state(s) listed on Exhibit 1 pursuant to rules and regulations of each Practice State, including, but not limited to, state medical board rules and regulations, state nursing board rules and regulations, applicable federal, state, and local laws, rules, and regulations related to this Collaborative Agreement, state and federal laws regarding the prescription of medications or controlled substances, physician supervision requirements under a collaborative agreement, the Corporate Practice of Medicine Doctrine, including the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback statute (42 U.S.C. § 1320a–7b (b)), the Civil Monetary Penalties law (42 U.S.C. § 1320a–7a), and the Physician Self-referral law (42 U.S.C. § 1395nn) (collectively the “**Governing Laws**”).
- 2) The APC and CP hereby acknowledge that they have reviewed, understand, and agree to comply with the responsibilities set forth in the Collaborative Agreement and perform in accordance with all applicable laws, rules, and regulations that govern their actions under the same. Both the APC and CP acknowledge and understand that they are solely responsible for providing the Services contemplated in a manner which is compliant in all respects with the law, particularly with respect to the applicable

state laws listed in Exhibit 2 for collaboration and supervision requirements and will bear all risks in connection with the Collaborative Agreement and the provision of such Services.

3) **APC Representations and Warranties** - Notwithstanding anything to the contrary herein, the APC represents and warrants as follows:

- a) The APC represents and warrants that they currently meet the qualifications to practice as a CNS with prescriptive authority, a CNM, a CRNA, a PA, or as an NP. The APC further represents and warrants that they will continue to fulfill the requirements for licensure in the state(s) listed in Exhibit 1 and/or maintain any national certifications required by their specialty. The APC will provide the CP with their license number and/or other proof of licensure, upon execution of this Collaborative Agreement. Proof of licensure being provided to the CP is a material term of this Collaborative Agreement. APC cannot provide any Services under this Collaborative Agreement prior to providing proof of licensure to the CP.
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- c) The APC agrees that as an APC, s/he will act as a care practitioner in the treatment of patients pursuant to this Collaborative Agreement.
- d) APC shall perform Services based upon the individual needs of patients in accordance with rights and privileges granted through state licensure and APC certification by the applicable board(s) of nursing of the Practice State(s). The nature and extent of assessments performed, and resultant diagnoses made by APC shall follow applicable standards of advanced nursing practice and shall be in compliance with the laws set forth in Exhibit 2 and/or applicable Governing Laws.
- e) If required by the laws set forth in Exhibit 2 and/or applicable Governing Laws, the APC shall consult at the required level with the CP prior to prescribing, ordering and/or issuing controlled substances listed in Schedules II, III, IV and V of the Controlled Substances Act to patients.

4) **CP Representations and Warranties**- Notwithstanding anything to the contrary herein, the CP represents and warrants as follows:

- a) The CP represents and warrants that they currently meet the qualifications to practice as a physician in the Practice State(s) and will continue to fulfill the requirements to maintain such licensure and/or national certifications as required by her/his specialty. CP will provide the APC her/his medical license number upon execution of this Collaborative Agreement. Proof of medical licensure being provided to the APC is a material term of this Collaborative Agreement.

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unavailable for communication and/or consultation with the APC, the CP will make a good faith effort to arrange for a substitute collaborating physician to be available to APC.

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- a) The CP and APC understand the responsibilities and scope of practice issues implicated by this Collaborative Agreement.
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- e) Medications and DMEPOS prescribed or dispensed by the APC will be recorded in the patient's record noting date, name of drug or device, dosage, quantity, frequency, duration, instructions for patient use and authorization for refills, if any.
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- g) Disagreement between APC and CP regarding a patient's health management that falls within the scope of practice of both parties will be resolved by a consensus agreement in accordance with current medical and nursing peer literature consultation. In case of disagreements that cannot be resolved in this manner, the CP's opinion will prevail.
- h) The APC and CP understand and acknowledge that if any law or regulation governing practice by an APC, including those set forth in Exhibit 2, changes in a manner that alters the substance of this Collaborative Agreement, in whole or in part, they are required to promptly meet in good faith to address the change and to amend the Collaborative Agreement to comply with the applicable regulatory or legislative change. In the event the parties cannot agree on a good faith amendment of the Agreement or cannot otherwise resolve the applicable regulatory or legislative change within thirty (30) days after written notice thereof, either party may terminate the Agreement upon written notice to the other party

- 6) **Suspension & Termination** - This Collaborative Agreement will be suspended for reasonable cause, upon written notice, in the event (i) the CP indicates, in writing, to the APC her/his intent to terminate the Agreement; or if (ii) the APC indicates in writing to the CP her/his intent to terminate the Agreement. The APC and CP acknowledge that any inappropriate or unprofessional behavior or violation of this Collaborative Agreement by either the APC or CP will be reported to her/his respective licensing board and will be grounds for terminating this Agreement.

7) **Other Applicable Provisions:**

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- b) **Assignment:** Neither party to this Collaborative Agreement may assign performance or their rights hereunder without the prior written consent of the other party.
- c) **Entire Agreement; Amendments:** This Collaborative Agreement, together with its Exhibits, supersede all previous and/or contemporaneous agreements between the parties relating to the subject matter hereof, and constitutes the entire understanding between the parties relating to this matter. No modification, amendment or addition to this Collaborative Agreement shall be valid or enforceable unless in writing and signed by both parties. This Collaborative Agreement shall be reviewed, updated as needed, and signed a minimum of once yearly by both parties.
- d) **Agreement Subject to Law.** If any provision of this Collaborative Agreement is found to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the remainder of the Collaborative Agreement shall be construed and enforced as if the illegal, invalid, unenforceable provision had never comprised a part of the Collaborative Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, this Collaborative Agreement shall be reformed to include as a part of the agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable; provided however, that the Collaborative Agreement shall not be reformed if such reformation would materially change the economic terms of the Parties relationship.

8)

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have caused this Collaborative Agreement and Joint Protocol for Advanced Practice Clinicians and Collaborating Physicians to be executed by their own hands or by the hands of their duly authorized representatives, as follows:

**Advanced Practice Clinician:**

Full Legal Name: Shelly Anderson APRN-CNP

Signature: *Shelly Anderson APRN-CNP*

Date: 09/29/2024

**Collaborating Physician:**

Full Legal Name: Jodi Wiley

Signature: *Jodi E Wiley*

Date: 09/29/2024



**EXHIBIT 1**  
**Service States**

OK



The document shall be completed and submitted for each mid-level practitioner you supervise or plan to. Upon completion of this document, email to [support@osboe.ok.gov](mailto:support@osboe.ok.gov) in addition to the written agreement between yourself and the mid-level.

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The following words and terms used in this Subchapter, shall have the following meaning unless the context clearly indicates otherwise:

**"Board"** means the State Board of Osteopathic Examiners.

**"Mid-level practitioners"** includes physician assistants and advanced practice nurses.

**"Proper physician supervision"** means the supervising physician regularly and routinely reviews the prescriptive practices and patterns of the mid-level practitioners. Proper physician supervision of mid-level practitioners is essential.

**510:10-4-3. Eligibility, Limits, and Responsibilities of supervising osteopathic physician**

(a) To be eligible to serve as a supervising physician for mid-level practitioners, an osteopathic physician shall meet the following criteria:

(1) Have possession of a full and unrestricted Oklahoma license to practice osteopathic medicine; with Drug Enforcement Agency (DEA) and Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDD) permits.

(2) The supervising physician shall be trained and fully qualified in the field of the mid-level practitioners' specialty.

(b) No physician shall supervise more than six (6) mid-level practitioners.

(c) The Board may make an exception to any limit set herein upon written request of the physician.

(d) Subject to approval, disapproval, or modification by the Board, the Executive Director of the Board may temporarily approve a written request to supervise seven (7) or more mid-level practitioners between regularly scheduled meeting of the Board. Under no circumstance shall the Executive Director approve more than ten (10) mid-level practitioners without expressed approval of the Board.

(e) All supervising osteopathic physicians shall have a written agreement with each mid-level practitioner they supervise to memorialize the extent of the authority of the mid-level practitioner to practice under the supervision of the physician. The written agreement shall comply with Oklahoma law.

**Physician Information:**

Last Name: Wiley First Name: Jodi M.I.: L

License No: 7654 Email: jodilwiley@yahoo.com

Cell Phone: 2143997270 Home Phone: \_\_\_\_\_

Home/Mailing Address: 11634 S New Haven Ave

City: Tulsa State: OK Zip Code: 74137

**Mid-Level Practitioner Information:**

Last Name: Matchen First Name: Tressa M.I.: \_\_\_\_\_  
License Type: FNP-BC License No: 71860 Phone: (580) 677-1998  
Specialty: Family Facility Type: Clinic  
Practice Location: 410 Hwy 70  
City: Kingston State: OK Zip Code: 73439  
Fee charged for supervision?: Yes If yes, amount: \$465

**Scope of Practice:**

Describe the scope of practice of the mid-level practitioner.

Provide screening and disease prevention. Evaluates, diagnose, and performs physical examination as a licensed independent practitioner for acute and complex chronic health problems which includes but not limited to ordering, performing, interpreting, diagnostic and laboratories tests. Also includes prescribing medications and non-pharmaceutical treatments.

**Method of Supervision:**

Provide a detailed narrative of how you intend to supervise. This shall include an explanation of how you are trained and fully qualified in the field of the mid-level practitioner’s specialty and an outline of the extent of your supervision. If you need additional room, please continue on a separate document.

Doctor will be available by phone and/or text throughout the workweek. They will meet with advanced practitioner via realtime two-way audio and video communication at least once per calendar month. Doctor will review of minimum 10% of patient medical records monthly.

I, Jodi Wiley, hereby attest that I possess a full and unrestricted license to practice osteopathic medicine, an active Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDD) permit, and an active Drug Enforcement Agency (DEA) permit

Signature: Jodi Wiley Digitally signed by Jodi Wiley Date: 2024.10.23 16:01:29 -05'00' Date: 10/23/2023

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**WHEREAS**, the APC is an individual who is duly-licensed in the state(s) set forth on Exhibit 1 (the “**Practice State(s)**”) by the applicable state board of nursing to practice as a Clinical Nurse Specialist with prescriptive authority (or “**CNS**”), a Certified Nurse Midwife (or “**CNM**”), a Certified Registered Nurse Anesthetist (or “**CRNA**”), a Physician Assistant (or “**PA**”), or as a Nurse Practitioner (or “**NP**”);

**WHEREAS**, the CP is a physician duly-licensed to practice medicine in the Practice State(s);

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- 1) The APC and CP have agreed to work collaboratively to render the highest-quality health care services (the “**Services**”) in the state(s) listed on Exhibit 1 pursuant to rules and regulations of each Practice State, including, but not limited to, state medical board rules and regulations, state nursing board rules and regulations, applicable federal, state, and local laws, rules, and regulations related to this Collaborative Agreement, state and federal laws regarding the prescription of medications or controlled substances, physician supervision requirements under a collaborative agreement, the Corporate Practice of Medicine Doctrine, including the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback statute (42 U.S.C. § 1320a–7b (b)), the Civil Monetary Penalties law (42 U.S.C. § 1320a–7a), and the Physician Self-referral law (42 U.S.C. § 1395nn) (collectively the “**Governing Laws**”).
- 2) The APC and CP hereby acknowledge that they have reviewed, understand, and agree to comply with the responsibilities set forth in the Collaborative Agreement and perform in accordance with all applicable laws, rules, and regulations that govern their actions under the same. Both the APC and CP acknowledge and understand that they are solely responsible for providing the Services contemplated in a manner which is compliant in all respects with the law, particularly with respect to the applicable

state laws listed in Exhibit 2 for collaboration and supervision requirements and will bear all risks in connection with the Collaborative Agreement and the provision of such Services.

3) **APC Representations and Warranties** - Notwithstanding anything to the contrary herein, the APC represents and warrants as follows:

- a) The APC represents and warrants that they currently meet the qualifications to practice as a CNS with prescriptive authority, a CNM, a CRNA, a PA, or as an NP. The APC further represents and warrants that they will continue to fulfill the requirements for licensure in the state(s) listed in Exhibit 1 and/or maintain any national certifications required by their specialty. The APC will provide the CP with their license number and/or other proof of licensure, upon execution of this Collaborative Agreement. Proof of licensure being provided to the CP is a material term of this Collaborative Agreement. APC cannot provide any Services under this Collaborative Agreement prior to providing proof of licensure to the CP.
- b) The APC represents and warrants that s/he currently has secured, or, prior to taking any actions related to the collaborative arrangement, including but not exclusively actions relating to care of patients, will secure professional liability insurance on behalf of herself/himself which provides coverage limits that meet or exceed the statutory requirements of the Practice State, to the extent such coverage is required in the Practice State, and to the extent that coverage minimums exist in the Practice State. Medical malpractice coverage for the APC is required to (i) begin before, or on the Effective Date of this Collaborative Agreement; and (ii) such malpractice coverage for the APC shall be active at all times while this Collaborative Agreement is in effect. The APC shall make available proof of such medical malpractice coverage to the Practitioner and will furnish proof of the same to any regulatory board or agency upon request.
- c) The APC agrees that as an APC, s/he will act as a care practitioner in the treatment of patients pursuant to this Collaborative Agreement.
- d) APC shall perform Services based upon the individual needs of patients in accordance with rights and privileges granted through state licensure and APC certification by the applicable board(s) of nursing of the Practice State(s). The nature and extent of assessments performed, and resultant diagnoses made by APC shall follow applicable standards of advanced nursing practice and shall be in compliance with the laws set forth in Exhibit 2 and/or applicable Governing Laws.
- e) If required by the laws set forth in Exhibit 2 and/or applicable Governing Laws, the APC shall consult at the required level with the CP prior to prescribing, ordering and/or issuing controlled substances listed in Schedules II, III, IV and V of the Controlled Substances Act to patients.

4) **CP Representations and Warranties**- Notwithstanding anything to the contrary herein, the CP represents and warrants as follows:

- a) The CP represents and warrants that they currently meet the qualifications to practice as a physician in the Practice State(s) and will continue to fulfill the requirements to maintain such licensure and/or national certifications as required by her/his specialty. CP will provide the APC her/his medical license number upon execution of this Collaborative Agreement. Proof of medical licensure being provided to the APC is a material term of this Collaborative Agreement.

The CP must be readily available for communication and consultation with the APC either in person or via electronic means as required by the Governing Laws. In the event the CP may be

unavailable for communication and/or consultation with the APC, the CP will make a good faith effort to arrange for a substitute collaborating physician to be available to APC.

- b) CP must meet with APC no less than one (1) time per calendar month over video chat to check-in with APC and provide feedback and or answer questions from APC.

5) **Joint Provisions** - The Parties agree as follows:

- a) The CP and APC understand the responsibilities and scope of practice issues implicated by this Collaborative Agreement.
- b) The APC and CP shall agree on patient recordkeeping methodology, including documentation of subjective complaints, objective findings, patient assessment, plan of treatment, and medications prescribed or dispensed for every patient encounter.
- c) The APC and CP shall collaboratively review ten percent (10%) of records of patients treated by the APC, on a monthly basis, unless a different time period is required by the Governing Laws.
- d) The APC shall consult with the CP regarding the specific number of refills of a particular medication whenever, in the APC's professional opinion, the patient's condition warrants physician consultation, or with the frequency required by the laws set out in Exhibit 2 or Governing Laws, as applicable.
- e) Medications and DMEPOS prescribed or dispensed by the APC will be recorded in the patient's record noting date, name of drug or device, dosage, quantity, frequency, duration, instructions for patient use and authorization for refills, if any.
- f) The Parties shall abide by the accepted standards of medical or nursing practice in accordance with the rights and privileges granted through applicable certification/licensure for the use of medication in emergency situations.
- g) Disagreement between APC and CP regarding a patient's health management that falls within the scope of practice of both parties will be resolved by a consensus agreement in accordance with current medical and nursing peer literature consultation. In case of disagreements that cannot be resolved in this manner, the CP's opinion will prevail.
- h) The APC and CP understand and acknowledge that if any law or regulation governing practice by an APC, including those set forth in Exhibit 2, changes in a manner that alters the substance of this Collaborative Agreement, in whole or in part, they are required to promptly meet in good faith to address the change and to amend the Collaborative Agreement to comply with the applicable regulatory or legislative change. In the event the parties cannot agree on a good faith amendment of the Agreement or cannot otherwise resolve the applicable regulatory or legislative change within thirty (30) days after written notice thereof, either party may terminate the Agreement upon written notice to the other party

- 6) **Suspension & Termination** - This Collaborative Agreement will be suspended for reasonable cause, upon written notice, in the event (i) the CP indicates, in writing, to the APC her/his intent to terminate the Agreement; or if (ii) the APC indicates in writing to the CP her/his intent to terminate the Agreement. The APC and CP acknowledge that any inappropriate or unprofessional behavior or violation of this Collaborative Agreement by either the APC or CP will be reported to her/his respective licensing board and will be grounds for terminating this Agreement.

7) **Other Applicable Provisions:**

- a) **Non-Disparagement:** The Parties agree not to disparage each other in any manner during and/or after the Collaborative Agreement is in effect, including making or publishing any statements orally, in writing (including via social media) which may reasonably harm the personal, professional, financial, reputational, or other material interests of the Parties.
- b) **Assignment:** Neither party to this Collaborative Agreement may assign performance or their rights hereunder without the prior written consent of the other party.
- c) **Entire Agreement; Amendments:** This Collaborative Agreement, together with its Exhibits, supersede all previous and/or contemporaneous agreements between the parties relating to the subject matter hereof, and constitutes the entire understanding between the parties relating to this matter. No modification, amendment or addition to this Collaborative Agreement shall be valid or enforceable unless in writing and signed by both parties. This Collaborative Agreement shall be reviewed, updated as needed, and signed a minimum of once yearly by both parties.
- d) **Agreement Subject to Law.** If any provision of this Collaborative Agreement is found to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the remainder of the Collaborative Agreement shall be construed and enforced as if the illegal, invalid, unenforceable provision had never comprised a part of the Collaborative Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, this Collaborative Agreement shall be reformed to include as a part of the agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable; provided however, that the Collaborative Agreement shall not be reformed if such reformation would materially change the economic terms of the Parties relationship.

8)

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have caused this Collaborative Agreement and Joint Protocol for Advanced Practice Clinicians and Collaborating Physicians to be executed by their own hands or by the hands of their duly authorized representatives, as follows:

**Advanced Practice Clinician:**

Full Legal Name: Tressa Matchen FNP-BC

Signature: 

Date: 10/18/2024

**Collaborating Physician:**

Full Legal Name: Jodi Wiley

Signature: 

Date: 10/18/2024



**EXHIBIT 1**  
**Service States**

OK



The document shall be completed and submitted for each mid-level practitioner you supervise or plan to. Upon completion of this document, email to [support@osboe.ok.gov](mailto:support@osboe.ok.gov) in addition to the written agreement between yourself and the mid-level.

**510:10-4-2. Definitions**

The following words and terms used in this Subchapter, shall have the following meaning unless the context clearly indicates otherwise:

**"Board"** means the State Board of Osteopathic Examiners.

**"Mid-level practitioners"** includes physician assistants and advanced practice nurses.

**"Proper physician supervision"** means the supervising physician regularly and routinely reviews the prescriptive practices and patterns of the mid-level practitioners. Proper physician supervision of mid-level practitioners is essential.

**510:10-4-3. Eligibility, Limits, and Responsibilities of supervising osteopathic physician**

(a) To be eligible to serve as a supervising physician for mid-level practitioners, an osteopathic physician shall meet the following criteria:

(1) Have possession of a full and unrestricted Oklahoma license to practice osteopathic medicine; with Drug Enforcement Agency (DEA) and Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDD) permits.

(2) The supervising physician shall be trained and fully qualified in the field of the mid-level practitioners' specialty.

(b) No physician shall supervise more than six (6) mid-level practitioners.

(c) The Board may make an exception to any limit set herein upon written request of the physician.

(d) Subject to approval, disapproval, or modification by the Board, the Executive Director of the Board may temporarily approve a written request to supervise seven (7) or more mid-level practitioners between regularly scheduled meeting of the Board. Under no circumstance shall the Executive Director approve more than ten (10) mid-level practitioners without expressed approval of the Board.

(e) All supervising osteopathic physicians shall have a written agreement with each mid-level practitioner they supervise to memorialize the extent of the authority of the mid-level practitioner to practice under the supervision of the physician. The written agreement shall comply with Oklahoma law.

**Physician Information:**

Last Name: Wiley First Name: Jodi M.I.: L

License No: 7654 Email: jodilwiley@yahoo.com

Cell Phone: 2143997270 Home Phone: \_\_\_\_\_

Home/Mailing Address: 11634 S New Haven Ave

City: Tulsa State: OK Zip Code: 74137

**Mid-Level Practitioner Information:**

Last Name: Harmon First Name: Ericka M.I.: \_\_\_\_\_

License Type: ANP License No: 208145 Phone: \_\_\_\_\_

Specialty: \_\_\_\_\_ Facility Type: \_\_\_\_\_

Practice Location: 7633 E 63rd Place Ste. 300

City: Tulsa State: OK Zip Code: 75133

Fee charged for supervision?: Yes If yes, amount: \$330

**Scope of Practice:**

Describe the scope of practice of the mid-level practitioner.

Telehealth nurse practitioner health and wellness.

**Method of Supervision:**

Provide a detailed narrative of how you intend to supervise. This shall include an explanation of how you are trained and fully qualified in the field of the mid-level practitioner’s specialty and an outline of the extent of your supervision. If you need additional room, please continue on a separate document.

Doctor will be available by phone and/or text throughout the workweek. They will meet with advanced practitioner via realtime two-way audio and video communication at least once per calendar month. Doctor will review of minimum 10% of patient medical records monthly.

I, Jodi Wiley, hereby attest that I possess a full and unrestricted license to practice osteopathic medicine, an active Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDD) permit, and an active Drug Enforcement Agency (DEA) permit

Signature: Jodi Wiley Digitally signed by Jodi Wiley Date: 2024.10.23 14:41:18 -05'00' Date: 10/223/2024

This agreement is a Template provided by Collaborating Docs – it is not and cannot be considered legal advice. It is the Parties responsibility to ensure they are compliant with the law and that the agreement contains terms appropriate and/or required to the Parties situation. The Parties are encouraged to consult their own attorney for legal advice or answers to specific legal questions.

## AGREEMENT AND JOINT PROTOCOL FOR ADVANCED PRACTICE CLINICIAN AND COLLABORATING PHYSICIANS

### AGREEMENT

This **Collaborative Agreement and Joint Protocol for Advanced Practice Clinicians and Collaborating Physicians** (the “**Collaborative Agreement**”) is made effective on the last date the Collaborative Agreement is signed by any Party (the “**Effective Date**”), by and between Erica Harmon, NP the **Advanced Practice Clinician** (the “**APC**”), and Jodi Wiley, MD the Collaborating Physician (the “**CP**”), each also referred to herein as a “Party,” and collectively, as the “Parties.”

**WHEREAS**, the APC is an individual who is duly-licensed in the state(s) set forth on Exhibit 1 (the “**Practice State(s)**”) by the applicable state board of nursing to practice as a Clinical Nurse Specialist with prescriptive authority (or “**CNS**”), a Certified Nurse Midwife (or “**CNM**”), a Certified Registered Nurse Anesthetist (or “**CRNA**”), a Physician Assistant (or “**PA**”), or as a Nurse Practitioner (or “**NP**”);

**WHEREAS**, the CP is a physician duly-licensed to practice medicine in the Practice State(s);

**WHEREAS**, the CP has agreed to work in collaboration with the APC, and the APC has agreed to work in collaboration with the CP, in accordance with the terms and conditions set forth in this Collaborative Agreement;

**NOW, THEREFORE**, in consideration of the promises, terms, covenants, and conditions set forth in this Collaborative Agreement, and for other good and valuable consideration, the parties, desiring to be legally bound, agree as follows:

- 1) The APC and CP have agreed to work collaboratively to render the highest-quality health care services (the “**Services**”) in the state(s) listed on Exhibit 1 pursuant to rules and regulations of each Practice State, including, but not limited to, state medical board rules and regulations, state nursing board rules and regulations, applicable federal, state, and local laws, rules, and regulations related to this Collaborative Agreement, state and federal laws regarding the prescription of medications or controlled substances, physician supervision requirements under a collaborative agreement, the Corporate Practice of Medicine Doctrine, including the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback statute (42 U.S.C. § 1320a-7b (b)), the Civil Monetary Penalties law (42

U.S.C. § 1320a–7a), and the Physician Self-referral law (42 U.S.C. § 1395nn) (collectively the “**Governing Laws**”).

- 2) The APC and CP hereby acknowledge that they have reviewed, understand, and agree to comply with the responsibilities set forth in the Collaborative Agreement and perform in accordance with all applicable laws, rules, and regulations that govern their actions under the same. Both the APC and CP acknowledge and understand that they are solely responsible for providing the Services contemplated in a manner which is compliant in all respects with the law, particularly with respect to the applicable state laws listed in Exhibit 2 for collaboration and supervision requirements and will bear all risks in connection with the Collaborative Agreement and the provision of such Services.
- 3) **APC Representations and Warranties** - Notwithstanding anything to the contrary herein, the APC represents and warrants as follows:
  - a) The APC represents and warrants that they currently meet the qualifications to practice as a CNS with prescriptive authority, a CNM, a CRNA, a PA, or as an NP. The APC further represents and warrants that they will continue to fulfill the requirements for licensure in the state(s) listed in Exhibit 1 and/or maintain any national certifications required by their specialty. The APC will provide the CP with their license number and/or other proof of licensure, upon execution of this Collaborative Agreement. Proof of licensure being provided to the CP is a material term of this Collaborative Agreement. APC cannot provide any Services under this Collaborative Agreement prior to providing proof of licensure to the CP.
  - b) The APC represents and warrants that s/he currently has secured, or, prior to taking any actions related to the collaborative arrangement, including but not exclusively actions relating to care of patients, will secure professional liability insurance on behalf of herself/himself which provides coverage limits that meet or exceed the statutory requirements of the Practice State, to the extent such coverage is required in the Practice State, and to the extent that coverage minimums exist in the Practice State. Medical malpractice coverage for the APC is required to (i) begin before, or on the Effective Date of this Collaborative Agreement; and (ii) such malpractice coverage for the APC shall be active at all times while this Collaborative Agreement is in effect. The APC shall make available proof of such medical malpractice coverage to the Practitioner and will furnish proof of the same to any regulatory board or agency upon request.
  - c) The APC agrees that as an APC, s/he will act as a care practitioner in the treatment of patients pursuant to this Collaborative Agreement.
  - d) APC shall perform Services based upon the individual needs of patients in accordance with rights and privileges granted through state licensure and APC certification by the applicable board(s) of nursing of the Practice State(s). The nature and extent of assessments performed, and resultant diagnoses made by APC shall follow applicable standards of advanced nursing practice and shall be in compliance with the laws set forth in Exhibit 2 and/or applicable Governing Laws.

e) If required by the laws set forth in Exhibit 2 and/or applicable Governing Laws, the APC shall consult at the required level with the CP prior to prescribing, ordering and/or issuing controlled substances listed in Schedules II, III, IV and V of the Controlled Substances Act to patients.

4) **CP Representations and Warranties-** Notwithstanding anything to the contrary herein, the CP represents and warrants as follows:

a) The CP represents and warrants that they currently meet the qualifications to practice as a physician in the Practice State(s) and will continue to fulfill the requirements to maintain such licensure and/or national certifications as required by her/his specialty. CP will provide the APC her/his medical license number upon execution of this Collaborative Agreement. Proof of medical licensure being provided to the APC is a material term of this Collaborative Agreement.

The CP must be readily available for communication and consultation with the APC either in person or via electronic means as required by the Governing Laws. In the event the CP may be unavailable for communication and/or consultation with the APC, the CP will make a good faith effort to arrange for a substitute collaborating physician to be available to APC.

b) CP must meet with APC no less than one (1) time per calendar month over video chat to check-in with APC and provide feedback and or answer questions from APC.

5) **Joint Provisions** - The Parties agree as follows:

a) The CP and APC understand the responsibilities and scope of practice issues implicated by this Collaborative Agreement.

b) The APC and CP shall agree on patient recordkeeping methodology, including documentation of subjective complaints, objective findings, patient assessment, plan of treatment, and medications prescribed or dispensed for every patient encounter.

c) The APC and CP shall collaboratively review ten percent (10%) of records of patients treated by the APC, on a monthly basis, unless a different time period is required by the Governing Laws.

d) The APC shall consult with the CP regarding the specific number of refills of a particular medication whenever, in the APCs professional opinion, the patient's condition warrants physician consultation, or with the frequency required by the laws set out in Exhibit 2 or Governing Laws, as applicable.

e) Medications and DMEPOS prescribed or dispensed by the APC will be recorded in the patient's record noting date, name of drug or device, dosage, quantity, frequency, duration, instructions for patient use and authorization for refills, if any.

- f) The Parties shall abide by the accepted standards of medical or nursing practice in accordance with the rights and privileges granted through applicable certification/licensure for the use of medication in emergency situations.
  - g) Disagreement between APC and CP regarding a patient's health management that falls within the scope of practice of both parties will be resolved by a consensus agreement in accordance with current medical and nursing peer literature consultation. In case of disagreements that cannot be resolved in this manner, the CP's opinion will prevail.
  - h) The APC and CP understand and acknowledge that if any law or regulation governing practice by an APC, including those set forth in Exhibit 2, changes in a manner that alters the substance of this Collaborative Agreement, in whole or in part, they are required to promptly meet in good faith to address the change and to amend the Collaborative Agreement to comply with the applicable regulatory or legislative change. In the event the parties cannot agree on a good faith amendment of the Agreement or cannot otherwise resolve the applicable regulatory or legislative change within thirty (30) days after written notice thereof, either party may terminate the Agreement upon written notice to the other party
- 6) **Suspension & Termination** - This Collaborative Agreement will be suspended for reasonable cause, upon written notice, in the event (i) the CP indicates, in writing, to the APC her/his intent to terminate the Agreement; or if (ii) the APC indicates in writing to the CP her/his intent to terminate the Agreement. The APC and CP acknowledge that any inappropriate or unprofessional behavior or violation of this Collaborative Agreement by either the APC or CP will be reported to her/his respective licensing board and will be grounds for terminating this Agreement.
- 7) **Other Applicable Provisions:**
- a) **Non-Disparagement:** The Parties agree not to disparage each other in any manner during and/or after the Collaborative Agreement is in effect, including making or publishing any statements orally, in writing (including via social media) which may reasonably harm the personal, professional, financial, reputational, or other material interests of the Parties.
  - b) **Assignment:** Neither party to this Collaborative Agreement may assign performance or their rights hereunder without the prior written consent of the other party.
  - c) **Entire Agreement; Amendments:** This Collaborative Agreement, together with its Exhibits, supersede all previous and/or contemporaneous agreements between the parties relating to the subject matter hereof, and constitutes the entire understanding between the parties relating to this matter. No modification, amendment or addition to this Collaborative Agreement shall be valid or enforceable unless in writing and signed by both parties. This Collaborative Agreement shall be reviewed, updated as needed, and signed a minimum of once yearly by both parties.

- d) **Agreement Subject to Law.** If any provision of this Collaborative Agreement is found to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the remainder of the Collaborative Agreement shall be construed and enforced as if the illegal, invalid, unenforceable provision had never comprised a part of the Collaborative Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, this Collaborative Agreement shall be reformed to include as a part of the agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable; provided however, that the Collaborative Agreement shall not be reformed if such reformation would materially change the economic terms of the Parties relationship.

8)

[SIGNATURE PAGE FOLLOWS]





**EXHIBIT 1**  
**Service States**

OK

DIRECTORS  
APPLICATION  
FOR  
REVOCAATION

JOSHUA  
LIVINGSTON,  
D.O., #4209  
APPLICATION FOR  
REVOCAATION



# Oklahoma State Board of Osteopathic Examiners

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EDMOND

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POTEAU

D. MATT WILKETT, D.O.  
TULSA

LAYNE E. SUBERA, D.O.  
SKIATOOK

November 20, 2024

## VIA EMAIL AND CERTIFIED MAIL

Joshua Livingston, D.O.  
2428 E 36th Place  
Tulsa, OK 74105

Re: Notice of Hearing re OSBOE v. Joshua  
Livingston, D.O. (No. OSBOE-2023-228)

Dear Dr. Livingston:

Please be advised that you are required to appear regarding non-compliance of your September 2024 Board Order before the Oklahoma Board of Osteopathic Examiners at its next meeting on **December 12, 2024. All such appearances are set for 9:00 a.m.** The Meeting will be held at the Oklahoma State University Medical Center, 2<sup>nd</sup> Floor Auditorium, 744 West 9th Street, Tulsa, OK 74127.

Be further advised that at the conclusion of the appearance, the Board may take no action, or any action allowed by provisions of the Oklahoma Osteopathic Medicine Act, 59 O.S. Section 620 et. seq., including reprimand, probation, suspension, or revocation.

If you are represented by counsel, a courtesy copy of this Notice has been provided to them. Please feel free to contact us if you have any questions.

Very truly yours,

OKLAHOMA STATE BOARD OF  
OSTEOPATHIC EXAMINERS

Steven K. Mullins  
Executive Director

SKM/kd



**IN AND BEFORE THE STATE BOARD OF OSTEOPATHIC EXAMINERS  
STATE OF OKLAHOMA**

<b>STATE OF OKLAHOMA, ex rel.</b>	)	
<b>OKLAHOMA STATE BOARD OF</b>	)	
<b>OSTEOPATHIC EXAMINERS,</b>	)	
	)	
<b>Petitioner,</b>	)	
	)	<b>Case No. OSBOE-2023-228</b>
<b>v.</b>	)	
	)	
<b>JOSHUA JAMES LIVINGSTON, D.O.</b>	)	
<b>Osteopathic Medicine License No.</b>	)	
<b>4209.</b>	)	
<b>Respondent.</b>	)	

**ORDER OF SUSPENSION OF LICENSE**

This matter comes on for consideration before the Oklahoma State Board of Osteopathic Examiners (“Board”) at a special meeting of the Board on September 26, 2024. The State of Oklahoma, ex rel. Oklahoma State Board of Osteopathic Examiners (“Petitioner” or the “Board”), presented its Complaint by and through J. Patrick Quillian. Joshua James Livingston, D.O. (“Dr. Livingston”), appeared in person at the hearing on this date. Although he acknowledged that he was provided the opportunity for a continuance and representation by counsel, Respondent voluntarily waived his right to a continuance and representation by legal counsel.

This Order is issued pursuant to the Oklahoma Osteopathic Medicine Act, 59 O.S. § 620 et. seq. and the Oklahoma Administrative Procedures Act, 75 O.S. § 250 et. seq.

The matter was called for hearing. All exhibits were admitted, and witnesses were presented on behalf of all the parties. Respondent admitted that the allegations contained in the Complaint are factually true. He acknowledged that those factual allegations might properly result in sanction under the Oklahoma Osteopathic Medicine Act (“Act”). 59 O.S. § 620 et seq., but asked to have an opportunity to seek treatment through the Oklahoma Health Professionals Program (OHPP).

**FINDINGS OF FACT**

The Board makes the following findings of fact:



1. The Board finds that Dr. Livingston received proper and legal notice of the hearing and had the opportunity to present testimony, and did present testimony, and be represented by counsel.
2. Dr. Livingston, D.O., is the holder of a license to practice as an osteopathic physician in the State of Oklahoma, license number 4209, and the license is currently **pending renewal**.
3. The Board finds that Dr. Livingston has violated the Act when on July 1, 2024, Board investigators interviewed Dr. Livingston after the Board received multiple complaints regarding his practices. During this interview, Dr. Livingston indicated that he had used cocaine the previous Friday, June 28, 2024. Dr. Livingston admitted this fact and stated that he has used cocaine every two weeks since July 2024, and intends to continue to use cocaine every two weeks unless ordered to stop by the Board.
4. Dr. Livingston signed a contract with the Oklahoma Health Professionals Program on July 3, 2024, to address Board staff's substance abuse concerns, but he was terminated from the program on August 5, 2024, for failing to arrange an evaluation within thirty (30) days of signing the contract. Dr. Livingston admitted this fact, but offered explanation that he could not afford the OHPP costs.
5. Since August 5, 2024, Dr. Livingston refuses to cooperate with OHPP or Board Investigators in addressing his drug issues.
6. In the Past, the Board has addressed multiple complaints and allegations related to Dr. Livingston since he was licensed in 2004.
7. In 2012, a Board investigation revealed that 6,147 prescriptions of controlled dangerous substances (CDS, Schedules II-V) were issued or refilled over a three-month period in which Dr. Livingston worked an average of 11 days per month.
8. In 2012 a Board Investigation the office of the Chief Medical Examiner for the State of Oklahoma linked four (4) Probable Cause of Deaths to the same CDS prescribed by Dr. Livingston. For each of these patients, Dr. Livingston did not have a psychological function assessment, any previous medical records, no

hospital records from recent admissions, results of any MRI examination, no imaging, no alternative treatment plan, no discussion of risks or benefits of CDS and no discussion about any drug abuse, alcohol consumption, suicide or the use of tobacco. For each of these patients, the office of the Chief Medical Examiner reported the probable cause of death was an Acute Combined Drug Toxicity or Combined Drug Toxicity due to enumerated drugs for each patient.

9. In 2012, a Board Investigation revealed that Dr. Livingston was the Medical Director for the South Pointe Pain Management Clinic ("Pain Clinic"). Concurrently, Dr. Livingston was the Medical Director for the Transformation Weight Loss Clinic. The Transformation Clinic was giving HCG, Herbal Treatments and Phentermine. The Transformation Clinic was using Dr. Livingston's DEA number to purchase drugs. Dr. Livingston did not review what the Transformation Clinic was purchasing with his DEA number and did not maintain a dispensing log with the Transformation Clinic. Dr. Livingston permitted staff at Transformation Weight Loss Clinic to use his DEA number to order and purchase drugs. Dr. Livingston did not know what drugs were ordered and did not keep a log of those dispensed.
10. Due to these 2012 issues, the Board restricted Dr. Livingston's license. The Board's order specifically prohibited Dr. Livingston from administering, prescribing, or dispensing any CDS and required him to take various educational courses.
11. In September 2016, the Board denied a request from Dr. Livingston to administer Suboxone and required him to take the COMVEX Exam.
12. In 2017, the Board prohibited Dr. Livingston from supervising mid-level practitioners.
13. The Board lifted all restrictions on Dr. Livingston's license in March 2018.
14. The Board has at least four (4) pending investigations regarding Dr. Livingston's practice of medicine and personal conduct.

### **CONCLUSIONS OF LAW**



1. The Board has jurisdiction over the subject matter and is a duly authorized agency of the State of Oklahoma empowered to license and oversee the activities of osteopathic physicians in the State of Oklahoma. 59 O.S. § 620 et seq. and Okla. Admin. Code § 510: 1-1 -1 et seq.
2. The Board is authorized to suspend, revoke or order any other appropriate conditions against the license of any osteopathic physician holding a license to practice medicine in the State of Oklahoma for unprofessional conduct. 59 O.S. § 637.1.
3. The Board concludes that the allegations as stated in the complaint, and presented through evidence to the Board at the hearing, are sufficient for a penalty of **suspension** of license to practice medicine as an osteopathic physician in Oklahoma.
4. The Board finds that Dr. Livingston has violated the Act by: (1) engaging in unprofessional conduct in his duties as an osteopathic physician (to wit: using cocaine); (2) being incapable of discharging the functions of an osteopathic physician in a manner consistent with the public's health, safety, and welfare due to the use of cocaine; and 3) being guilty of habitual addiction to cocaine, a habit-forming drug.

### **ORDER**

**IT IS THEREFORE ORDERED** by the Oklahoma State Board of Osteopathic Examiners as follows: Respondent's license shall hereby and immediately be **SUSPENDED** until such time as certain conditions as outlined in this Order have been fully completed.

1. Respondent shall immediately enter into an agreement with Oklahoma Health Practitioner Program ("OHPP") to monitor for drug use. Any breach of the agreement of the OHPP agreement conditions shall constitute grounds for a complaint for revocation of the Respondent's license. Respondent shall sign a five (5) year contract with OHPP. Respondent shall abide by all recommendations of OHPP.
2. Respondent shall ensure OHPP provides quarterly reports to the Board and/or the

- Board's Compliance Officer regarding Respondent's progress and participation in OHPP, including but not limited to meeting attendance records.
3. Respondent shall be evaluated by a multi-disciplinary program, previously approved by the staff of the Board. Such evaluation shall be completed not later than March 2025. Failure to complete the required evaluation by that date shall constitute grounds for a complaint for revocation of the Respondent's license.
  4. Following completion of recommendations by the multi-disciplinary program mentioned in three (3) above, the Respondent shall appear at the next meeting of the Board. At that time, the Board shall determine if additional conditions shall be placed on the suspension order. This may include an assessment of clinical skills and fitness to practice conducted by a testing facility designated by the Board.
  5. Respondent will maintain monthly contact with his assigned Board Investigator.
  6. Respondent shall complete Quarterly Supervision Self-Reports provided by Board Staff by the tenth (10th) day of each month.
  7. Respondent shall ensure that all authorizations to release all records, reports, documents and attachments directly to the Board are signed and completed.
  8. Board staff shall have oversight of this Order on behalf of the Board, and the authority to direct Respondent to provide any and all reports, evaluations, assessments, and/or documents, relevant to this matter, including but not limited to, the signing of any authorizations necessary for the release of any and all evaluations/reports directly to the Board.
  9. Respondent will keep the Board informed of his current home and email address, as well as cell phone number. Such report to the Board shall be within ten (10) days of the change. Upon request, Respondent shall make himself available for one or more personal appearances before the Board or its authorized designee.
  10. This Order shall not guarantee that Oklahoma Osteopathic Medical License of the Respondent will be reissued to the Respondent and his license renewal is to remain tabled.
  11. Respondent shall bear the financial costs of any expenses incurred from this Order.
  12. In the event Dr. Livingston surrenders his Oklahoma license to practice osteopathic

medicine, the terms and conditions of this Order shall be tolled.

13. Any violation of this Order may result in further discipline of Dr. Livingston's license to practice osteopathic medicine in the State of Oklahoma.
14. This Order constitutes final action by the Board on the date it was announced at the Board hearing.

This Order is a public record and therefore subject to the Oklahoma Open Records Act.

Further, This Order is reportable to the National Practitioner Data Bank ("NPDB") pursuant to federal law, including but not limited to, 45 CFR Part 60.

The Order is subject to Executive Order 2019-17 and shall be submitted to the Office of the Oklahoma Attorney General for a written "review and confirmation that the action is enforcing a clearly articulated and affirmatively expressed state policy." However, such review does not impact the ability of this action to be immediately reviewed pursuant the provisions of the Oklahoma Administrative Code.

As facts may indicate any violation of this Order, or evidence given in the hearing may result in action by the Oklahoma Attorney General.

**IT IS HEREBY ORDERED AND EFFECTIVE this 26th day of September, 2024.**



[Katie Templeton, J.D. \(Sep 30, 2024 16:46 CDT\)](#)

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Katie Templeton, J.D.  
Acting Board President  
State Board of Osteopathic Examiners



OFFICE OF THE ATTORNEY GENERAL  
STATE OF OKLAHOMA

ATTORNEY GENERAL OPINION  
2024-39A

Steven Mullins, Executive Director  
State Board of Osteopathic Examiners  
4848 N. Lincoln Blvd., Ste. 100  
Oklahoma City, Oklahoma 73105

October 9, 2024

Re: Livingston, Case No. 2023-228

Dear Executive Director Mullins:

This office has received your request for a written Attorney General Opinion regarding action that the State Board of Osteopathic Examiners intends to take in Case Number 2023-228.

The Oklahoma Osteopathic Medicine Act authorizes the Board to “suspend or revoke any license issued . . . upon proof that the . . . holder of such a license . . . [h]as engaged in . . . unethical conduct or unprofessional conduct, as determined by the Board, in the performance of the functions or duties of an osteopathic physician[.]” 59 O.S.2021, § 637(A)(2). Further, the Board may also take action when a license holder “[i]s incapable, for medical or psychiatric or any other good cause, or discharging the functions of an osteopathic physician in a manner consistent with the public’s health, safety and welfare[.]” *id.* § 637(A)(8). Additionally, the Act authorizes the Board to discipline those who are “guilty of habitual drunkenness, or habitual addiction to the use of morphine, cocaine or other habit-forming drugs.” *id.* § 637(A)(12).

According to the Board complaint, the Respondent has been subject to multiple complaints and investigations since being licensed in 2004, including an August 2012 investigation revealing the Respondent issued or refilled 6,147 prescriptions for controlled dangerous substances (CDS) within a three-month period while working an average of eleven days per month. These CDS prescriptions were linked to four probable causes of death attributed to drug toxicity, which were compounded by a lack of adequate medical assessments, documentation, and patient education. In response to the earlier complaints, the Board placed the Respondent on a five-year probation in 2013, which included restrictions on prescribing controlled substances and mandated educational courses. Although the Board eased the restrictions in 2017, ultimately lifting them in 2018, the Board continued to receive complaints regarding the Respondent. Complaints escalated from 2021 to 2023, detailing incidents of aggressive behavior, drug use, and improper medical practices, including improper prescription practices and improper delegation of duties to employees. In July 2024, during a personal appearance before the Board, the Respondent admitted to recent cocaine



use. The Respondent was terminated from a substance abuse rehabilitation program for failing to arrange a required evaluation.

Following a hearing on September 26, 2024, the Board found that the Respondent had violated the above-mentioned laws by clear and convincing evidence. The Board proposes to suspend the Respondent's license and order mandatory compliance with several requirements, including entering into an agreement with the Oklahoma Health Practitioner Program for drug use monitoring, undergoing evaluations, maintaining regular communication with the Board, and completing quarterly self-reports. Given the Respondent's history of unprofessional conduct and substance abuse, as set forth in the Complaint, the Board may reasonably believe the proposed action is necessary to deter future violations.

It is, therefore, the official opinion of the Attorney General that the State Board of Osteopathic Examiners has adequate support for the conclusion that this action advances the State's policy to protect the public welfare.



BRAD CLARK  
GENERAL COUNSEL

## Steven Mullins

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**From:** Joshua Freeman  
**Sent:** Monday, November 25, 2024 8:31 AM  
**To:** joshua livingston  
**Subject:** RE: OSBOE Compliance  
**Attachments:** Notice to Appear - Livingston - December 2024.pdf

The honest answer is, in my opinion, you had an extremely mild Board Order given the circumstances. You only had 3 conditions that were not standard procedure for almost all suspension orders. That being said, it is not my place to argue with you over the conditions of your Board Order but to enforce their compliance.

Given your stance against the Board Order, your lack of attendance for the pre-hearing conference on 11-21-24, and the fact that you still have not complied with any of the requirements, you are hereby ordered to appear before the Board on December 12, 2024 at the next Board Meeting. I have attached the official appearance notice again.

Thank you.

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**From:** joshua livingston <joshua\_livingston@hotmail.com>  
**Sent:** Sunday, November 24, 2024 5:08 AM  
**To:** Joshua Freeman <Joshua.Freeman@osboe.ok.gov>  
**Subject:** [EXTERNAL] Re: OSBOE Compliance

Id like an honest answer in the history of the medical board where anyone had nine things ordered of them and the 10th one said you know what do all that and it might not even matter. Bc that's what my orders say. Don't they?? Show me some other orders that's say you do all these things at your own expense and we still don't care.

---

**From:** Joshua Freeman <[Joshua.Freeman@osboe.ok.gov](mailto:Joshua.Freeman@osboe.ok.gov)>  
**Sent:** Tuesday, November 19, 2024 4:17 PM  
**To:** [joshua\\_livingston@hotmail.com](mailto:joshua_livingston@hotmail.com) <[joshua\\_livingston@hotmail.com](mailto:joshua_livingston@hotmail.com)>  
**Subject:** OSBOE Compliance

Dr. Livingston,

This is a reminder of your monthly obligations as detailed by your most recent Board Order on September 26, 2024. You are two months behind on one or more Board Order obligations. I've attached your Board Order below. As of 11-19-24, you are delinquent on Paragraph 5 and Paragraph 6 of your Board Order. Please contact me and correct this issue if you wish to remain within compliance.

5. Respondent will maintain monthly contact with his assigned Board Investigator.
6. Respondent shall complete Quarterly Supervision Self-Reports provided by Board Staff by the tenth (10th) day of each month.
13. Any violation of this Order may result in further discipline of Dr. Livingston's license to practice osteopathic medicine in the State of Oklahoma.

### Joshua Freeman | Special Investigator

State Board of Osteopathic Examiners (Our new office address is below)  
5400 Grand Boulevard, Ste. 130 Oklahoma City, Oklahoma 73105



## Steven Mullins

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**From:** Christi Aquino  
**Sent:** Tuesday, November 26, 2024 9:20 AM  
**To:** Steven Mullins  
**Cc:** Beth Vincent; Elizabeth Fullbright; Joshua Freeman  
**Subject:** Dr. Livingston's Emails with Christi Aquino  
**Attachments:** Livingston - Email Request for Renewal Document.pdf

Steve, here are the requested emails from Dr. Livingston. I first emailed Dr. Livingston on Sept. 26, 2024, and at this date of Nov. 26, 2024, Dr. Livingston has not sent his renewal questions as inquired.

**Christi Aquino**  
**Director of Licensing**  
405-528-8625  
[www.osboe.ok.gov](http://www.osboe.ok.gov)



## Steven Mullins

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**From:** Christi Aquino  
**Sent:** Monday, October 21, 2024 10:59 AM  
**To:** joshua livingston  
**Cc:** Joshua Freeman  
**Subject:** RE: Renewal Reinstatement

Dr. Livingston, even though you are suspended, we renewed your license at no cost, but we still need these renewal questions answered for your file. Every doctor must fill this out for renewal. This is our standard procedure. If you do not complete it, I will have to report it to the Board, and I would rather not have to do this. So please send this back for me to upload into your renewal. I will need this completed by Fri., Oct.25<sup>th</sup>, 2025 for your records. Have a good day.

**Christi Aquino**  
**Director of Licensing**  
Oklahoma State Board of Osteopathic Examiners  
4848 N. Lincoln Blvd., Suite 100  
Oklahoma City, OK 73105  
Office #405-528-8625 Fax# 405-557-0653



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**From:** joshua livingston <joshua\_livingston@hotmail.com>  
**Sent:** Tuesday, October 15, 2024 7:07 PM  
**To:** Christi Aquino <Christi.Aquino@osboe.ok.gov>  
**Subject:** [EXTERNAL] Re: Renewal Reinstatement

But what about what is going on with the board proceedings

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**From:** Christi Aquino <[Christi.Aquino@osboe.ok.gov](mailto:Christi.Aquino@osboe.ok.gov)>  
**Sent:** Tuesday, October 15, 2024 10:21 AM  
**To:** joshua livingston <[joshua\\_livingston@hotmail.com](mailto:joshua_livingston@hotmail.com)>  
**Subject:** RE: Renewal Reinstatement

Dr. Livingston, I need you to complete these renewal questions for your file. You can send them back to me, and I will upload them to your renewal for 2025. Thank you!

**Christi Aquino**  
**Director of Licensing**  
Oklahoma State Board of Osteopathic Examiners  
4848 N. Lincoln Blvd., Suite 100  
Oklahoma City, OK 73105  
Office #405-528-8625 Fax# 405-557-0653





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**From:** joshua livingston <[joshua\\_livingston@hotmail.com](mailto:joshua_livingston@hotmail.com)>  
**Sent:** Tuesday, October 15, 2024 9:33 AM  
**To:** Christi Aquino <[Christi.Aquino@osboe.ok.gov](mailto:Christi.Aquino@osboe.ok.gov)>  
**Subject:** [EXTERNAL] Re: Renewal Reinstatement

I'm sorry what is this?

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**From:** Christi Aquino <[Christi.Aquino@osboe.ok.gov](mailto:Christi.Aquino@osboe.ok.gov)>  
**Sent:** Thursday, September 26, 2024 5:08 PM  
**To:** [joshua\\_livingston@hotmail.com](mailto:joshua_livingston@hotmail.com) <[joshua\\_livingston@hotmail.com](mailto:joshua_livingston@hotmail.com)>  
**Subject:** Renewal Reinstatement

Dr. Livingston, good afternoon. I renewed your license at no cost. Could you answer these renewal questions and send them back to me, so I have this in your file for your renewal? Thank you!

***Christi Aquino***  
**Director of Licensing**  
**Oklahoma State Board of Osteopathic Examiners**  
**4848 N. Lincoln Blvd., Suite 100**  
**Oklahoma City, OK 73105**  
**Office #405-528-8625 Fax# 405-557-0653**



# RATIFICATION OF APPROVED LICENSES

## Approved Licenses for Ratification - 9/17/2024 to 12/6/2024

#	Licensee/Applicant	License Number	License Category	License Status	License Type	Initial Licensure Date	License Expiry Date
1	Ali Jessee	8776	Osteopathic Physician and Surgeon	Active	In State	9/19/2024	6/30/2025
2	Timothy Shiveley	8777	Osteopathic Physician and Surgeon	Active	In State	9/19/2024	6/30/2025
3	Ankrehah Johnson	8778	Osteopathic Physician and Surgeon	Active	In State	9/20/2024	6/30/2025
4	Andrew Weinberg	8779	Osteopathic Physician and Surgeon	Active	Out of State	9/20/2024	6/30/2025
5	Angelo Manuele	8780	Osteopathic Physician and Surgeon	Active	Out of State	9/20/2024	6/30/2025
6	Louis Michaelos	8781	Osteopathic Physician and Surgeon	Active	Out of State	9/20/2024	6/30/2025
7	Sarah Glover	8782	Osteopathic Physician and Surgeon	Active	Out of State	9/20/2024	6/30/2025
8	Vishal Kapadia	8783	Osteopathic Physician and Surgeon	Active	Out of State	9/20/2024	6/30/2025
9	Daniel Neumeyer	8784	Osteopathic Physician and Surgeon	Active	Out of State	9/20/2024	6/30/2025
10	Daniel Vickers	8785	Osteopathic Physician and Surgeon	Active	Out of State	9/20/2024	6/30/2025
11	Michael Mitcheff	8786	Osteopathic Physician and Surgeon	Active	In State	9/23/2024	6/30/2025
12	Yoon Cho	8787	Osteopathic Physician and Surgeon	Active	In State	9/24/2024	6/30/2025
13	Allison Patten	8788	Osteopathic Physician and Surgeon	Active	In State	9/27/2024	6/30/2025
14	Masood Ghouse	8789	Osteopathic Physician and Surgeon	Active	Out of State	9/30/2024	6/30/2025
15	Donald Dworek	8790	Osteopathic Physician and Surgeon	Active	In State	9/30/2024	6/30/2025
16	Kevin Loudermilk	8791	Osteopathic Physician and Surgeon	Active	Out of State	9/30/2024	6/30/2025
17	Nicholas Hastings	8792	Osteopathic Physician and Surgeon	Active	Out of State	9/30/2024	6/30/2025
18	Greg Hansen	8793	Osteopathic Physician and Surgeon	Active	In State	9/30/2024	6/30/2025
19	Ochije Okonya	8794	Osteopathic Physician and Surgeon	Active	Resident / Fellow	10/1/2024	6/30/2025
20	Matthew Williamson	8795	Osteopathic Physician and Surgeon	Active	In State	10/1/2024	6/30/2025
21	David Whitaker	8796	Osteopathic Physician and Surgeon	Active	In State	10/1/2024	6/30/2025
22	John McCoy	8797	Osteopathic Physician and Surgeon	Active	In State	10/2/2024	6/30/2025
23	Travis Bias	8798	Osteopathic Physician and Surgeon	Active	Out of State	10/2/2024	6/30/2025
24	ROGER HARVEY	8799	Osteopathic Physician and Surgeon	Active	In State	10/2/2024	6/30/2025
25	Erin Ezzell	8800	Osteopathic Physician and Surgeon	Active	In State	10/3/2024	6/30/2025
26	Daniel Freeland	8801	Osteopathic Physician and Surgeon	Active	In State	10/7/2024	6/30/2025
27	Peter Dashko	8802	Osteopathic Physician and Surgeon	Active	In State	10/9/2024	6/30/2025
28	Teresa Braden	8803	Osteopathic Physician and Surgeon	Active	Out of State	10/9/2024	6/30/2025
29	Joshua Apgar	8804	Osteopathic Physician and Surgeon	Active	Out of State	10/10/2024	6/30/2025
30	Roya Masoud	8805	Osteopathic Physician and Surgeon	Active	Out of State	10/10/2024	6/30/2025
31	Elijah Wilder	8806	Osteopathic Physician and Surgeon	Active	Out of State	10/10/2024	6/30/2025
32	Nicholas Mansuetta	8807	Osteopathic Physician and Surgeon	Active	Out of State	10/11/2024	6/30/2025
33	Keary O'Connor	8808	Osteopathic Physician and Surgeon	Active	Out of State	10/11/2024	6/30/2025
34	Gustavo Del Toro	8809	Osteopathic Physician and Surgeon	Active	Out of State	10/15/2024	6/30/2025
35	Muaamar Baldawi	8810	Osteopathic Physician and Surgeon	Active	Out of State	10/15/2024	6/30/2025
36	Michael Gaspari	8811	Osteopathic Physician and Surgeon	Active	In State	10/21/2024	6/30/2025
37	Bradley Bakotic	8812	Osteopathic Physician and Surgeon	Active	In State	10/21/2024	6/30/2025

38	Mary Baze	8813	Osteopathic Physician and Surgeon	Active	Resident / Fellow	10/22/2024	6/30/2025
39	Joseph Love	8814	Osteopathic Physician and Surgeon	Active	In State	10/22/2024	6/30/2025
40	Wendy Song	8815	Osteopathic Physician and Surgeon	Active	Out of State	10/23/2024	6/30/2025
41	Amanda Beretta	8816	Osteopathic Physician and Surgeon	Active	Out of State	10/23/2024	6/30/2025
42	Donna Woods	8817	Osteopathic Physician and Surgeon	Active	Out of State	10/23/2024	6/30/2025
43	Ferdinando Mirarchi	8818	Osteopathic Physician and Surgeon	Active	In State	10/23/2024	6/30/2025
44	Luke Nelligan	8819	Osteopathic Physician and Surgeon	Active	Out of State	10/29/2024	6/30/2025
45	Judith Mills	8820	Osteopathic Physician and Surgeon	Active	Out of State	10/29/2024	6/30/2025
46	Brian Weylie	8821	Osteopathic Physician and Surgeon	Active	Out of State	10/30/2024	6/30/2025
47	Lindsey Thrift	8822	Osteopathic Physician and Surgeon	Active	In State	10/31/2024	6/30/2025
48	Richard Schafer	0022E - Emeritus	Osteopathic Physician and Surgeon	Active	Retired	11/5/2024	6/30/2099
49	Jimmy Tarpley	8823	Osteopathic Physician and Surgeon	Active	In State	11/5/2024	6/30/2025
50	Alex Cook	8824	Osteopathic Physician and Surgeon	Active	In State	11/5/2024	6/30/2025
51	Anna Babaie	8825	Osteopathic Physician and Surgeon	Active	In State	11/6/2024	6/30/2025
52	Sasirekha Pandravada	8826	Osteopathic Physician and Surgeon	Active	Out of State	11/6/2024	6/30/2025
53	Deven Unadkat	8827	Osteopathic Physician and Surgeon	Active	Out of State	11/6/2024	6/30/2025
54	Alexandra Murray	8828	Osteopathic Physician and Surgeon	Active	Out of State	11/6/2024	6/30/2025
55	Anna Dang	8829	Osteopathic Physician and Surgeon	Active	Out of State	11/6/2024	6/30/2025
56	Jay Anderson	8830	Osteopathic Physician and Surgeon	Active	In State	11/6/2024	6/30/2025
57	Rachel Hardy	1003T	Temporary Resident	Active	In State	11/7/2024	5/6/2025
58	Connor Fuhrmann	8831	Osteopathic Physician and Surgeon	Active	In State	11/7/2024	6/30/2025
59	Hannah Tully	8832	Osteopathic Physician and Surgeon	Active	In State	11/12/2024	6/30/2025
60	Derik Kenworthy	8833	Osteopathic Physician and Surgeon	Active	In State	11/12/2024	6/30/2025
61	Maryam Nouhi Arbatani	8834	Osteopathic Physician and Surgeon	Active	In State	11/12/2024	6/30/2025
62	Melanie Worley	8835	Osteopathic Physician and Surgeon	Active	Out of State	11/12/2024	6/30/2025
63	Brian Ballard	8836	Osteopathic Physician and Surgeon	Active	In State	11/12/2024	6/30/2025
64	John Cheatham	3329	Osteopathic Physician and Surgeon	Active	In State	11/14/2024	6/30/2025
65	John Ader	8837	Osteopathic Physician and Surgeon	Active	Out of State	11/14/2024	6/30/2025
66	Terry Yeung	8838	Osteopathic Physician and Surgeon	Active	Out of State	11/14/2024	6/30/2025
67	Jordan Calabrese	8839	Osteopathic Physician and Surgeon	Active	Out of State	11/14/2024	6/30/2025
68	Matthias James	8840	Osteopathic Physician and Surgeon	Active	Out of State	11/21/2024	6/30/2025
69	Connor Polson	8841	Osteopathic Physician and Surgeon	Active	Resident / Fellow	11/25/2024	6/30/2025
70	Maria Shue	8842	Osteopathic Physician and Surgeon	Active	In State	11/27/2024	6/30/2025
71	Ammaar Anwar	8843	Osteopathic Physician and Surgeon	Active	Resident / Fellow	11/27/2024	6/30/2025
72	Nathanael Herndier	8844	Osteopathic Physician and Surgeon	Active	In State	12/2/2024	6/30/2025
73	Loras Even	8845	Osteopathic Physician and Surgeon	Active	Out of State	12/4/2024	6/30/2025
74	Dante Paredes	8846	Osteopathic Physician and Surgeon	Active	Out of State	12/4/2024	6/30/2025
75	Augustus Key	8847	Osteopathic Physician and Surgeon	Active	Out of State	12/4/2024	6/30/2025
76	Stephen Kelly	8848	Osteopathic Physician and Surgeon	Active	Out of State	12/4/2024	6/30/2025
77	Addie Amper	8849	Osteopathic Physician and Surgeon	Active	Out of State	12/4/2024	6/30/2025

78	Jeffrey Rasband	8850	Osteopathic Physician and Surgeon	Active	Out of State	12/4/2024	6/30/2025
79	Frederick Poage	8851	Osteopathic Physician and Surgeon	Active	Out of State	12/4/2024	6/30/2025
80	Timothy Beatty	8852	Osteopathic Physician and Surgeon	Active	Out of State	12/4/2024	6/30/2025
81	Michael Betler	8853	Osteopathic Physician and Surgeon	Active	Out of State	12/4/2024	6/30/2025
82	David Hardy	8854	Osteopathic Physician and Surgeon	Active	In State	12/4/2024	6/30/2025
83	Thomas Green	8855	Osteopathic Physician and Surgeon	Active	In State	12/4/2024	6/30/2025
84	Shayne McGowan	8856	Osteopathic Physician and Surgeon	Active	In State	12/4/2024	6/30/2025
85	Robert Lugo	8857	Osteopathic Physician and Surgeon	Active	In State	12/4/2024	6/30/2025
86	Taylor Farish	8858	Osteopathic Physician and Surgeon	Active	In State	12/5/2024	6/30/2025
87	Joseph Sherer	8859	Osteopathic Physician and Surgeon	Active	In State	12/5/2024	6/30/2025
88	Maximillian Pyko	8860	Osteopathic Physician and Surgeon	Active	In State	12/5/2024	6/30/2025
89	Brian Whitley	8861	Osteopathic Physician and Surgeon	Active	Resident / Fellow	12/5/2024	6/30/2025
90	Christa Croff	8862	Osteopathic Physician and Surgeon	Active	Resident / Fellow	12/6/2024	6/30/2025

# CONTINUED MATTERS

JOE TRE'  
LANDRUM,  
D.O., #4310  
KANTON VAVERKA, J.D.

APPROVAL OF  
PROPOSED  
RULES

TITLE 510: CHAPTERS 1,  
5 AND 10



**TITLE 510**  
**CHAPTER 1**

**TITLE 510. OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS  
CHAPTER 1. ADMINISTRATIVE OPERATIONS**

**SUBCHAPTER 1. GENERAL PROVISIONS**

**510:1-1-1. Purpose**

The rules of this chapter establish the framework by which the Board carries out its statutory duties, including the licensure, education, and discipline of osteopathic physicians.

**SUBCHAPTER 3. GENERAL COURSE AND METHOD OF OPERATIONS**

**510:1-3-1. Office location [REVOKED]**

~~The office of the Board is located at 4848 North Lincoln Boulevard, Suite 100, in Oklahoma City, Oklahoma, 73105-3321. The phone number is (405) 528-8625.~~

**510:1-3-2. Office hours [REVOKED]**

~~The office of the Board will be open from 8:00 a.m. until 4:30 p.m. each week day. The office will be closed on weekends and holidays established by statute or proclamation of the Governor.~~

**510:1-3-3. Communication with the Board**

Written communication may be addressed to the Board at the office of the Board. Electronic communication shall be addressed to [support@osboe.ok.gov](mailto:support@osboe.ok.gov). Facsimile communications may be sent to the office of the Board. All applications for licensure, renewal and related documents must be submitted through the Board's online platform. Telephonic communications may be made during regular office hours for assistance and accommodation.

**510:1-3-4. Board meetings**

The Board holds regular quarterly meetings on the third Thursday of ~~March~~, June and September and the second Thursday of March and December of each year except that such regularly scheduled meetings may be cancelled or changed at the Board's discretion. The Board may hold other meetings of a special or emergency nature in its discretion. Meetings will be conducted at the Board office or other designated locations as necessary or desirable. A majority of the members of the Board constitute a quorum and may transact any business of the Board by a simple majority vote of the quorum present. The Board Executive Director, or designee, shall ensure all notice and final Agenda posting requirements for any meeting of the Board comply with 25 O.S. § 311.

**510:1-3-5. Public access to records**

The following documents shall be available for public inspection and copying or printing at the Board's principal office during regular office hours: all records of receipt and expenditure of funds, rules adopted by the Board, declaratory rulings issued by the Board, minutes of Board meetings, applications for licensure and renewal, the official record of individual proceedings and other records required to be maintained by Oklahoma law and to be made public by the Oklahoma Open Records Act. The records to be made public do not include documents that are confidential or subject to an evidentiary privilege (including patient records and attorney/client communications) or

are protected from disclosure under the work product doctrine, the Board's litigation files, the Board's investigatory files and reports and communications to the Board about current and prospective licensees. Printed copies ~~Copies~~ of the documents available to the public will be provided upon the Board's receipt of a written request and payment of required fees, including \$.25 for each page copied~~printed~~ and, ~~where appropriate under the Open Records Act, \$20.00 per hour for searching for documents.~~ [59 O.S., Section 627, 51 O.S., Section 24A.1 et seq.]

#### **510:1-3-6. Certification of records**

True and correct copies of records of the Board may be certified by the Board's secretary or executive director. ~~The fee for certification of records shall be \$1.00 per document and must be paid upon the delivery of the certified record.~~ [51 O.S., Section 24A.5]

#### **510:1-3-8. Investigations**

The Board may investigate any matter within its statutory authority. Licensees and applicants for licensure shall provide information requested by the Board and shall allow the Board to inspect their records and facilities without advanced notice. The Board may compel oral testimony, written responses to interrogatories, production of documents and inspection of property through subpoenas issued by the Board President, Board Secretary, Board Executive Director, any other persons authorized by the Board authorized to issue subpoenas, or search warrants issued by ~~the district court~~ a court of competent jurisdiction. Additionally, the Board Executive Director may issue a subpoena for substance abuse screening with no advanced notice to the respondent, with prior written approval by the Board President, or designee. [59 O.S., Section 626(D) and 637(C)].

### **SUBCHAPTER 5. INDIVIDUAL PROCEEDINGS**

#### **510:1-5-1. Initiation of individual proceedings, complaint, and citation**

An individual proceeding may be initiated, upon information indicating the possible violation of the Act, through the filing of a ~~verified complaint~~petition by the Board staff setting out the matters enumerated in 75 O.S., Section 309, and containing a statement setting forth the allegations and naming the licensee against whom the complaint is made. The ~~Secretary~~General Counsel, or Board staff, shall issue a citation notifying the respondent of the ~~verified complaint~~petition and the date and place of the hearing.

##### **510:1-5-1.1. Definitions**

The following words and terms, as used in this subchapter shall have the following meaning, unless the context clearly indicates otherwise.

**"Allegation"** means ~~the unverified~~ information concerning a physician's acts or omissions provided to or discovered by Board investigative staff or other source, ~~and reviewed by the Medical Review Committee.~~ Such information may or may not ultimately merit a ~~verified complaint~~ of unprofessional conduct.

**"Individual proceeding"** means consideration of issuing a formal sanction penalizing against a licensee of the Board. ~~It does not mean consideration of the issuance or reinstatement of a license.~~

**"Petition"** means the formal allegation of potential violation of the Act against the named physician.

**"Respondent"** means the licensed osteopathic physician whose licensure is the subject of the individual proceeding.

~~**"Verified Complaint"** means the formal allegation of unprofessional conduct against the named physician filed by Board staff that leads to an individual proceeding adjudged by the Board en banc.~~

### **510:1-5-3. Service**

(a) ~~The verified complaint~~petition and citation and all subpoenas shall be served personally in the manner authorized by state law for service of summons in a judicial proceeding or by certified mail, return receipt requested, delivery restricted to the addressee. If personal service or service by certified mail cannot be completed, service of the ~~verified complaint~~petition and citation may be made by first class mail to the respondent at the last address furnished to the Board by the respondent or by publication in a newspaper or newspapers for the time, or posting at the places, the Secretary of the Board determines will be most likely to provide notice to the respondent.

(b) Personal service may be made by any person appointed by the ~~Secretary of the Board~~Executive Director, Board Investigators, or any person authorized by State law to serve process in judicial proceedings.

(c) Service of all other papers shall be made by first-class mail to the address at which service of the ~~initial complaint~~petition and citation was made or in the manner by which such service was made if not by mail or personal service or such other address designated by the respondent; to the Board at its office, ~~the office of its general counsel and the prosecuting attorney~~; and to the address designated by any other party to the proceeding.

(d) Service by mail shall be complete three (3) days after ~~upon~~ the date the notice is placed in the U.S. Mail with sufficient postage prepaid. Service by publication shall be complete on the date of the first publication. Service by posting shall be complete on the date the notice is posted. Personal service shall be complete upon delivery.

### **510:1-5-4. Hearing date, continuance, or extension of time**

(a) The hearing, shall not be less than twenty (20) days after service of the ~~complaint~~petition and citation unless an agreement of the parties is made in writing and on the record. The Board may suspend a license without notice if the Board determines, upon the vote of three-fourths ( $\frac{3}{4}$ ) of the quorum present at the meeting that an emergency exists and the Board schedules a hearing within thirty (30) days of the date the suspension takes effect.

(b) Written motions for any continuance or extension of time by either party shall state the additional time desired and the reason for the request, unless a written agreement is made by the Board's Executive Director and the respondent. The Board's ~~General Counsel~~Executive Director must rule on these motions prior to the scheduled hearing. Any agreement to continue the hearing must be on the record at the next regularly scheduled meeting. If the request is denied, either party may renew the request and make a proper showing at the hearing.

### **510:1-5-6. Prehearing procedures**

(a) **Discovery.** The Board and the respondent may use discovery techniques available to parties in civil proceedings in Oklahoma courts. See Title 12 O.S., Sections 3201 Et Seq. Subpoenas to compel testimony, production of documents and inspection of property may be issued by the president, secretary of the Board, or any Board staff or designee licensed to practice law in the State of Oklahoma.

(b) **Scheduling orders.** The Board's General Counsel or Executive Director may establish a schedule for the parties' completion of discovery, submission of motions, identification of witnesses and exhibits and other matters. The Board's General Counsel or Executive Director may also make rulings on extension of time to respond to a ~~verified complaint~~ petition or any hearing date.

(c) **Pre-Hearing Conference.** The Board's Executive Director may order a Pre-Hearing Conference to discuss the petition, discovery process, potential scheduling order, and the hearing with Respondent and Respondent's attorney. This Pre-Hearing Conference may be held a date chosen by the Board's Executive Director prior to a scheduled meeting of the Board.

#### **510:1-5-6.1. Hearing procedures**

(a) **Order of proceeding;** rules of evidence. Hearings shall be conducted in public view and in an orderly manner by the President of the Board. The order of proceeding will follow that which applies in civil proceedings of law. However, the rules of evidence shall be those specified by the Oklahoma Administrative Procedures Act.

(b) **Rulings of the President.** The President of the Board, or general counsel of the Board, shall rule upon the admissibility of evidence and objections thereto, and shall rule upon other motions or objections as they arise during the course of the hearing. The rulings of the President, in all questions, shall be the rulings of the Board unless reversed by a majority vote of the Board upon a party's appeal from such rulings of the President. ~~Rulings by the President may be delegated.~~

(c) **Burden of proof.** The Board's decisions shall be based on clear and convincing evidence presented at a public hearing.

#### **510:1-5-7. Respondent's failure to appear**

Any respondent who fails to appear at a scheduled hearing as directed by the provisions of 510:1-5-2, after first having received proper notice, shall be determined to have waived his/her right to present a defense to the allegations in the ~~complaint~~ petition and appropriate sanctions may be imposed by the Board if it appears, after having reviewed the evidence, that action is warranted.

#### **510:1-5-8. Subpoena of witnesses, evidence or records for hearing**

Subpoenas for the attendance of witnesses and for the production of evidence or records of any kind shall be issued by the President, ~~Secretary of the Board~~ Executive Director, ~~or by any Board staff or designee licensed to practice law in the State of Oklahoma.~~ Subpoenas shall be served and a return made in any manner prescribed by civil law.

#### **510:1-5-9. Hearing records**

(a) An audio or video record will be made of all hearings conducted by the Board. A transcript of the proceedings shall not be made except upon the written application and

payment of a deposit sufficient to pay for having the record transcribed, according to the provisions of Title 75 O.S., Section 309.

(b) The records of the hearings and the files containing the pleadings will be maintained in the Board's office in electronic format. The records of the proceedings shall be maintained in accordance with the Oklahoma Archives and Records Act and the Oklahoma Open Records Act.

#### **510:1-5-10. Final orders**

(a) All final orders in individual proceedings shall be memorialized in writing. Any ~~final~~written order shall include Findings of Fact and Conclusions of Law, ~~separately stated~~. The order shall contain the date it is effective regardless of the date it is signed. A copy of the ~~final~~written order will be mailed to ~~each party~~the respondent and to his/her attorney of record.

(b) Final orders shall be effective the date of announced ruling by the Board.

(c) Copies of written orders shall be maintained by the Board in a manner readily accessible by the public.

#### **510:1-5-10.1. Terms and conditions of probation**

The Board may impose such terms and conditions for probation, as an alternative to or in addition to other disciplinary measures, as it deems appropriate. In memorialized written orders, the Board may add Standard Conditions of Probation, or other standard language, in addition to hearing specific announced terms. These standard conditions may include a monthly monitoring fee which is established pursuant to Title 59 Section 645.

#### **510:1-5-11. Petition for rehearing**

A petition for rehearing is not required before an appeal may be perfected in accordance with Title 75 O.S., Section 317. A petition for rehearing, reopening or reconsideration of a final order may be filed with the Board within ten (10) days from the entry of the final order. It must be signed by the ~~party~~respondent or his/her attorney or representative and must set forth the statutory grounds upon which it is based. However, a petition for rehearing based upon fraud by any party or procurement of the final order by perjured testimony or fictitious evidence may be filed at any time.

#### **510:1-5-12. Assessment of costs**

Costs may be assessed against a respondent in accordance with 59 O.S., Section 637.1. The amount may be determined at the hearing ~~on the complaint and citation~~ or listed in the memorialized written order. ~~at a separate hearing conducted after the Board issues its final order.~~

### **SUBCHAPTER 7. RULEMAKING PROCEDURES**

#### **510:1-7-1. Opportunity for public input on proposed rules**

For at least ~~20~~thirty (30) days before it adopts, amends, or repeals any rule, the Board shall accept data, views, arguments or other comments, presented orally or in writing, on the proposed rule, amendment or repeal. The Board will conduct a public hearing on a proposed rule if requested, in writing, by at least twenty-five persons, a political subdivision, an association having at least twenty-five members, or a

constitutionally or statutorily created state board, bureau, commission, department, authority, public trust in which the state is a beneficiary or an interstate commission.

**510:1-7-3. Notice and hearing requirements**

(a) In any rule-making action, whether initiated by the Board or by petition, the Board shall comply with the current notice requirements in the Administrative Procedures Act [75 O.S., Section 301 et seq.].

(b) Notice of the Board's consideration of proposed rulemaking action shall be mailed to all interested persons who have made a request of the Board for advance notice of the rulemaking proceedings, or who were specified in the petition and shall be published in the Oklahoma Register.

(c) Unless otherwise specified in the notice, all hearings will be conducted in the Office of the Board, or designated location.

(d) Appearance may be made individually, or by an authorized agent.

**SUBCHAPTER 13. DECLARATORY RULINGS**

**510:1-13-1. Persons who may seek a declaratory rule**

Any person may file a written petition seeking a declaratory ruling by the Board with respect to the application of a statute, rule or order of the Board. A petition for declaratory ruling shall be set for a ~~public~~ hearing before the Board at its next regularly scheduled meeting.

**TITLE 510**  
**CHAPTER 5**



**TITLE 510. OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS  
CHAPTER 5. PROFESSIONAL STANDARDS**

**SUBCHAPTER 1. GENERAL PROVISIONS**

**510:5-1-1. Purpose**

The purpose of this chapter is to describe various standards for the practice of osteopathic medicine by persons licensed by the Board or practicing osteopathic medicine in Oklahoma.

**SUBCHAPTER 9. PRESCRIBING FOR PAIN**

**510:5-9-3. Violations**

The violation of any provision of this subchapter shall constitute ~~unprofessional conduct~~ a violation of the Act, for which appropriate sanctions, including costs, and fines, may be imposed on a licensee.

**SUBCHAPTER 11. MEDICAL MICROPIGMENTATION**

**510:5-11-1. Purpose**

The purpose of this subchapter is to set forth the duties and responsibilities of an osteopathic physician electing to employ and/or utilize a Medical Micropigmentation according to the provisions of ~~House Bill 1964~~ the Oklahoma Medical Micropigmentation Regulation Act. [Title 63 O.S. 1-1450 et seq.]

**510:5-11-2. Definitions**

The following words and terms, when used in this Subchapter, shall have the following meaning, unless the context clearly indicates otherwise:

~~"Direct supervision" means that the supervising physician is present in the office before, during and after the procedure and includes the authorization and evaluation of the procedure with the physician/patient relationship remaining intact.~~

**"Medical Micropigmentationologist"** means a person credentialed according to the provisions of Title 63 O.S. Section 1-1450 et seq.

**"Patient"** means any person undergoing a micropigmentation procedure.

**"Physician"** means an osteopathic physician licensed in good standing by the Oklahoma State Board of Osteopathic Examiners.

**510:5-11-3. Duties and Responsibilities**

(a) To be eligible to serve as a supervising physician for a Medical Micropigmentationologist a physician shall meet the following criteria:

(1) Have possession of a full and unrestricted license to practice osteopathic medicine and surgery in the State of Oklahoma.

(2) The supervising physician shall be in practice with a minimum of twenty (20) hours per week of direct patient contact.

(b) Medical micropigmentation procedures may only be undertaken within the context of an appropriate physician-patient relationship wherein a proper patient record is maintained.

(c) The supervising physician is limited to the total number of mid-level providers allowed in 510:10-4-3.

~~(d) The employment and/or utilization of a Medical Micropigmentologist requires direct supervision by the supervising physician.~~

### **SUBCHAPTER 13. ADVERTISING BOARD CERTIFICATION**

#### **510:5-13-1. Purpose**

An osteopathic physician's authorization of or use of the term "board certified," or "diplomate," or any similar word or phrase in any advertising for his or her osteopathic medical practice shall constitute misleading or deceptive advertising unless the osteopathic physician discloses the complete name of the specialty board or certifying organization which conferred the certification and the specialty board or certifying organization, so named, meets requirements in paragraph 1 and 2 of this section:

- (1) The certifying organization is a certifying board of the American Osteopathic Association or a member of the Bureau of Osteopathic Specialists or the American Board of Medical Specialties, or the American Association of Physician Specialists.
- (2) The certifying organization requires that its applicants be certified by a separate certifying organization that is a certifying board of the American Osteopathic Association or a member of the Bureau of Osteopathic Specialists or the American Board of Medical Specialties or American Association of Physician Specialists and ~~the certifying organization meets the criteria set forth in Section B, below.~~

#### **510:5-13-2. Requirements of certifying organizations**

Each certifying organization that is not a certifying board of the American Osteopathic Association or a member board of the Bureau of Osteopathic Specialists or the American Board of Medical Specialties or American Association of Physician Specialists must meet each of the requirements set forth in paragraph 1 through 5 of this section:

- (1) The certifying organization requires all physicians who are seeking certification to successfully pass a written or an oral examination or both, which test the applicant's knowledge and skills in that specialty or subspecialty area of osteopathic medicine. All or part of the examination may be delegated to a testing organization. All examinations require a psychometric evaluation for validation;
- (2) The certifying organization has written proof of a determination by the U.S. Internal Revenue Service that the body is tax exempt under the Internal Revenue Code pursuant to Section 501(c);
- (3) The certifying board has a permanent headquarters and staff;
- (4) The certifying board has at least 100 duly licensed certificate holders from at least one-third of the States of the United States; and,
- (5) The certifying organization requires all physicians who are seeking certification to have satisfactorily completed identifiable and substantial training in the specialty or subspecialty area of osteopathic medicine in which the physician is seeking certification, and the certifying organization utilizes appropriate peer review. This identifiable training shall be deemed acceptable unless determined by the Board to be adequate in scope, content and duration in that specialty or subspecialty area of osteopathic medicine in order to protect the public health and safety.

**TITLE 510**  
**CHAPTER 10**

**TITLE 510. OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS  
CHAPTER 10. LICENSURE OF OSTEOPATHIC PHYSICIANS AND SURGEONS**

**SUBCHAPTER 1. GENERAL PROVISIONS**

**510:10-1-1. Purpose**

The purpose of this chapter is to describe the process of licensure for applicants, renewal for current license holders and annual registration requirements for dispensing of drugs statutory permits.

**SUBCHAPTER 3. LICENSURE REQUIREMENTS**

**510:10-3-1. Full licensure requirements**

(a) It is the general requirement in the State of Oklahoma that osteopathic physicians be licensed by the State Board of Osteopathic Examiners. No person shall be licensed by the Board unless and until that person first fully complies with all licensure provisions of the Act and these Rules and has satisfied the Board of the ability to practice osteopathic medicine and surgery with reasonable skill and safety.

(b) **Postgraduate training.** One completed year of postgraduate training is a requirement for full licensure. The training must be or have been completed in a residency program that is approved by either the Accreditation Council for Graduate Medical Education (ACGME), ~~or the Accreditation Council for Graduate Medical Education International (ACGME-I)~~, the American Osteopathic Association (AOA) or the World Federation Medical Education (WFME). If the applicant did not complete a residency, then this experience may be in the form of a rotating internship or its equivalent, in an accredited internship or residency program acceptable to the Board. ~~To be deemed equivalent to a rotating internship and, acceptable to the Board, a program must provide the following:~~

~~(1) The program must provide the following core experience:~~

~~(A) One (1) month – General Practice~~

~~(B) Two (2) months – General Internal Medicine~~

~~(C) One (1) month – General Surgery~~

~~(D) One (1) month – Obstetrics/Gynecology~~

~~(E) One (1) month – Pediatrics~~

~~(2) This core experience must be supplemented by three (3) months of Selectives and three (3) months of Electives, accounting for a total of twelve (12) months. A Selective may be defined as any core category or Emergency Medicine. An Elective may be any category of experience chosen by the intern or resident.~~

Clerkships are not permitted and do not replace the Postgraduate training requirements.

(c) **Application.** An applicant for a license to practice osteopathic medicine and surgery shall complete an application provided by the Board, which is available on the Board's website at: [www.osboe.ok.gov](http://www.osboe.ok.gov). The applicant shall complete and submit the application in full prior to the Board consideration. In addition to the application form online, each candidate must also provide the following materials:

(1) A 3x4 photograph or larger taken within the previous sixty (60) days which meets the requirements of a passport photo;

- (2) Verification of graduation from an osteopathic medical school approved by the American Osteopathic Association (AOA) or the Board. The applicant's medical school shall provide a copy of a final transcript and diploma in addition to verifying graduation;
  - (3) the postgraduate training certificate, as applicable;
  - (4) certificate of specialty board certification, as applicable;
  - (5) Payment of all fees as established by the Board in the Fee Schedule under rule 510:10-7-1;
  - (6) A transcript ordered from the National Board of Osteopathic Medical Examiners (NBOME) or the National Board of Medical Examiners (NBME), with a passing score on all steps of the examination as set forth by the testing entity. Any applicant who has failed more than four (4) of the following examinations: COMLEX-USA, FLEX, or USMLE, may be required to appear before the Board. The Board may accept an equivalent exam given by another State Board. The Board is not required, however, to accept these exams in lieu of the COMLEX-USA or USMLE examinations;
  - (7) A notarized copy of the applicant's birth certificate or passport;
  - (8) Verification of postgraduate training on a form furnished by the Board on its website, ~~www.osboe.ok.gov~~. The postgraduate training form shall be filled out in its entirety by the program's residency coordinator or director, for each residency that the physician attended;
  - (9) License verification of standing from each state where the physician has held a license, whether that license is current or inactive and whether or not the physician has been the subject of any disciplinary action in that state. If action has been taken by another state board, all orders and relevant documentation are required to be sent to the Board before the physician can be reviewed for licensure;
  - (10) A chronology of events which accounts for the applicants time and activity, from medical school graduation to the present.
  - (11) A report from the National Practitioner Data Bank (NPDB), shall be ordered by the applicant and sent to the Board;
  - (12) Fingerprints ~~-based background check completed~~ by a Board approved entity that meets the requirements of a National Criminal History Record check pursuant to 74 O.S. § 150.9.
- (d) **Interview.** The Board may require a personal interview from any applicant.
- (e) **Beginning of practice.** Applicants for licensure shall not begin practice until their license information is publicly provided on the Board's website at ~~www.osboe.ok.gov~~.

#### **510:10-3-4. Licensure by endorsement**

- (a) **Reciprocity.** An applicant for licensure by reciprocity, may, at the discretion of the Board, be licensed without further examination. Such applicants may be required to appear before the Board. An applicant for a license to practice osteopathic medicine and surgery by reciprocal endorsement shall:
- (1) Complete and submit the uniform application together with all applicable fees and required documentation;
  - (2) Provide evidence of graduation from a medical school accredited by the Commission on Osteopathic College Accreditation (COCA);
  - (3) Provide license verification from each state in which the applicant is currently or was previously licensed.

**(b) Endorsement of the National Board of Osteopathic Medical Examiners or the National Board of Medical Examiners.** An applicant who has successfully completed all parts of the examination sequence of the National Board of Osteopathic Medical Examiners or the National Board of Medical Examiners and, who presents the required documentation of having met all of the scholastic and other requirements of the Board, may, at the discretion of the Board, be licensed without further examination.

**(c) Interstate Medical Licensure Compact.** An applicant for licensure who has successfully completed the Letter of Qualification (LOQ) process in their State of Principal License (SPL), may be granted licensure upon submittal of a license application through the Interstate Medical Licensure Compact (IMLC). [Title 59 O.S. 493.7 et seq.]

**(d) Reinstatement.** A previously cancelled license issued by this Board, may, at the discretion of the Board, be reinstated. Such applicants may be required to appear before the Board. An applicant for reinstatement in this state, whose license has been cancelled for a period of two (2) years or greater, shall complete and submit the uniform application together with required documentation and payment of applicable fee.

**(ee) Board discretion.** The Board may refuse to grant a license by reciprocity or endorsement to any applicant who has failed any examination administered by or accepted by the Oklahoma State Board of Osteopathic Examiners.

#### **510:10-3-5. Other criteria**

An application for licensure or renewal may be denied or tabled if the applicant has engaged in any of the conduct ~~discribed~~described at Title 59 O.S. Section 637 or any other conduct prescribed by statute or Board rule.

#### **510:10-3-8. Annual registration**

(a) A licensee shall renew his or her license every year, by submitting a renewal application, which is available on the Board's website, and paying a non-refundable renewal fee in an amount established by the Board in its Fee Schedule pursuant to 510:10-7-1. If the licensee pays by mailing in a check, the payment must be postmarked by June 30. A physician who fails to acquire and submit a renewal application may not practice using an ~~expired~~lapsed license. The renewal application together with all documents submitted with the application is the property of the Board and shall not be returned.

**(b) Continuing education required.** Annual license renewal requires proof of having attended and received credit for sixteen (16) American Osteopathic Association (AOA) Category One hours of Continuing Medical Education (CME).

(1) Osteopathic physicians who are obtaining or maintaining board certification through the American Medical Association (AMA) Board of Medical Specialties (ABMS) may complete sixteen (16) Category One American Medical Association (AMA)-AMA credit hours for purposes of satisfying their CME credits for renewal.

(2) One (1) hour every year of the required sixteen (16) hours shall be devoted to the subject of prescribing Controlled Dangerous Substances (CDS) as defined in Title 21, Code of Federal Regulations, Part 1308 or Title 63 of the Oklahoma Statutes.

(4A) The one (1) hour of CME shall be dedicated to pain management, opioid use, or addiction, The course shall be obtained at a seminar approved by the State Board of Osteopathic Examiners.

(2B) Certification of attendance shall be ~~provided~~ submitted to CE Broker by the organization sponsoring the program.

(3C) Those osteopathic physicians who are licensed in Oklahoma who do not possess the State Bureau of Narcotics and Drug Enforcement Administration authority to handle CDS are exempt from this requirement.

(3) A licensee who, for any period during the CME cycle year, was considered a Resident or Fellow is exempt from CME requirements. CME requirements will be required beginning the first July 1 following graduation from Residency or Fellowship.

(4) All relevant CME data and completion certificates shall be submitted through CE Broker. If applicable, the course provider may report the relevant CME data on behalf of the licensee.

(c) **Fee required.** All osteopathic physicians licensed to practice by the Board shall pay an annual renewal fee ~~on or~~ before July 1. In addition to the annual renewal fee, the Board may charge a convenience fee. A late fee shall be charged for any license not renewed ~~by~~ before July 1 or any check not postmarked by June 30. ~~Any license reinstated by Board staff within six (6) months of cancellation for failure to renew timely shall pay all renewal fees and an administrative fine of five hundred (500) dollars.~~ The Boards fees are provided in the Fee Schedule in 510:10-7-1.

(d) **Professional Standards Questionnaire.** Annual license renewal requires the physician to truthfully answer questions posed by the Board regarding relevant personal and professional history of the applicant since their last renewal. If any question is answered "yes", then the applicant shall provide supporting documentation and a personal statement to the Board regarding the question answered.

(e) **Fitness to Practice Attestation.** Annual license renewal requires the physician to attest to their fitness to practice.

(f) **Cancellation of License.** A licensee who does not successfully complete the annual renewal of their license shall be cancelled at the September regular meeting of the Board and will be issued an Order of Cancellation. A licensee who wishes to reinstate their license following cancellation may request to do so within two (2) years. This request shall include the following and is subject to Board review:

(1) Completion of the Professional Standards Questionnaire;

(2) Signed Fitness to Practice Attestation;

(3) Proof of sixteen (16) current cycle CME credit hours;

(4) License Verifications from all states the licensee holds or had held a license.

### **510:10-3-11. Resident training license**

The Osteopathic Medicine Act authorizes the Board to issue a Resident Training license for medical school graduates during their first year of postgraduate training, also known as PGY-1. In order to begin the first year of residency, all resident physicians must obtain a Resident Training license. The Board may issue a Resident Training license upon completion of an application, payment of any fees, and submission of documentation from the applicants Oklahoma training program recommending the physician and stating the applicant meets all the requirements for such license. Any person holding a Resident Training license is not guaranteed subsequent full licensure in Oklahoma as an osteopathic physician.

(1) A Resident Training license shall be:

(A) Issued by the State Board of Osteopathic Examiners to eligible physicians;

- (B) Issued for no longer than one (1) year unless extended by the Board;
- (C) Issued without continuing medical education (CME) requirements unless the physician holds a registration to prescribe controlled drugs in Oklahoma;
- ~~(D) Nonrenewable unless approved by the State Board of Osteopathic Examiners and upon payment of the fee.~~
- (2) If the physician's resident training program specifically approves the resident to have prescribing authority, the resident training license shall permit the physician to apply for prescribing privileges from state or federal authorities.
- (3) The Resident Training license shall not permit:
  - (A) The physician to apply for prescribing privileges for controlled drugs unless authorized by the resident's training program;
  - (B) The physician to recommend medical marijuana;
  - (C) The physician to supervise any mid-level practitioner;
  - (D) The physician to practice medicine outside the scope allowed by the training program; or
  - (E) The physician to practice independent of the training program.
- (4) Following completion of PGY-1 training the post graduate student must apply for an **Advanced Resident conditional** medical license to practice medicine in Oklahoma. The **Advanced Resident conditional** license shall allow the practice of medicine for all necessary purposes to complete post-graduate student training. Termination of the post-graduate student from the training program, voluntarily or involuntarily, will result in the automatic suspension of the **Advanced Resident conditional** license until the student appears before the Board at the next regularly meeting. In addition, the **Advanced Resident conditional** license holder may practice medicine in nongraduate student training locations provided the individual submits to the Board a letter signed by the post-graduate Medical Director that provides all the following information:
  - (A) The name and practice location of all places in which the post-graduate student will be permitted to practice medicine. Changes in location or duties of the post-graduate student must result in the submission of a new letter signed by the Medical Director of the post-graduate program.
  - (B) The Medical Director has ensured that the post-graduate student has been properly trained to provide competent medical services required in the locations listed.
  - (C) The practice of medicine by the post-graduate student in the listed locations will not interfere with the training of the student and is consistent with the program training goals.

### **510:10-3-13. Volunteer and Emeritus Medical License**

- (a) The Osteopathic Medicine Act authorizes the Board to issue a volunteer medical license for physicians who are retired from active practice and wish to donate their expertise for the medical care and treatment of indigent and needy persons of the State. The Board may issue a volunteer medical license:
  - (1) Upon completion of a special volunteer medical license application, including documentation of the physician's osteopathic school graduation and practice history;
  - (2) Upon receipt of documentation that the physician has been previously issued a full and unrestricted license to practice medicine in Oklahoma or in another state of the United States and that they have never been the subject of any medical disciplinary action in any jurisdiction;



(3) Upon acknowledgement and documentation that the physician's practice under the volunteer medical license will be exclusively and totally devoted to providing medical care to needy and indigent persons in Oklahoma or to providing care under the Oklahoma Medical Reserve Corps; and

(4) Upon acknowledgement and documentation that the physician will not receive or have the expectation to receive any payment or compensation, either direct or indirect, for any medical services rendered under the volunteer medical license.

(5) A volunteer medical license shall be:

(A) Issued by the State Board of Osteopathic Examiners to eligible physicians;

(B) Issued without any fees;

(C) Issued without continuing medical education (CME) requirements;

(D) Issued for no longer than one (1) year;

(E) Renewable annually upon completion of renewal application furnished by Board.

(6) The volunteer medical license shall not permit:

(A) The physician to apply for prescribing privileges for controlled drugs;

(B) The physician to recommend medical marijuana;

(C) The physician to supervise any mid-level practitioner;

(D) The physician to receive compensation for medical care and treatment provided.

(b) Holders of full and unrestricted licenses in Oklahoma for at least ten (10) years may choose at any time to apply for a Physician Emeritus license by notifying the office of the Board. The Physician Emeritus license is for fully retired physicians. The Physician Emeritus license shall be issued with no Continuing Medical Education (CME) requirements. A fee may be charged for this license.

(1) Physicians holding an Emeritus license may continue to use the title or append to their name the letters, D.O., Doctor, Specialist, Physician or any other title, letters or designation which represents that such person is a physician. Service on boards, committees or other such groups which require that a member be a physician shall be allowed.

(2) Physicians holding an Emeritus license shall not practice medicine in any form or prescribe, dispense, or administer drugs.

(3) When a physician has retired from practice and subsequently chooses to return to active practice from Physician Emeritus status, the physician may, be required, at the Boards discretion, to,:

(A) Pay required reinstatement fees;

(B) Complete required forms;

(C) Make a personal appearance before the Board or Secretary of the Board;

(D) Submit to a physical examination, psychological and/or psychiatric examination; and

(E) Provide evidence of successful completion of continuing medical education.

~~(4) Upon acknowledgement and documentation that the physician will not receive or have the expectation to receive any payment or compensation, either direct or indirect, for any medical services rendered under the Physician Emeritus license.~~

#### **510:10-3-14. Military License**

This section was created to comply with the Servicemember Civil Relief Act (SCRA), 50 U.S.C. § 4025a. The purpose of which is to enhance portability of professional licenses of servicemembers and their spouses when they must relocate due to military orders. All active-duty servicemembers and their spouses who have

moved to a location outside the jurisdiction of the licensing authority that issued the covered license or certificate may apply for a Military License. This license shall be issued for a period of one (1) year and is renewable, without fee, upon request of the servicemember or spouse for the duration of the military orders provided.

(1) Each applicant for Military License shall meet the following requirements:

(A) Have actively used the license or certificate during the two (2) years immediately preceding the move;

(B) Remain in good standing with:

(i) The licensing authority that issued the covered license or certificate; and

(ii) Every other licensing authority that issued a certificate valid for a similar scope of practice and in the discipline applied in the new jurisdiction.

(C) Submittal to the authority of the Oklahoma State Board of Osteopathic Examiners for the purposes of standards of practice, discipline, and fulfillment of any continuing education requirements.

(2) Each applicant for Military License shall provide the following requirements:

(A) Submittal of the Military License application;

(B) Payment of the fee as provided in the fee schedule;

(C) A copy of the relevant military orders;

(D) A copy of the applicants military identification;

(E) License verifications for the states in which the servicemember or spouse is licensed; and

(F) Attestation of Fitness to Practice.

## **SUBCHAPTER 4. OSTEOPATHIC SUPERVISION OF MID-LEVEL PRACTITIONERS**

### **510:10-4-2. Definitions**

The following words and terms used in this Subchapter, shall have the following meaning unless the context clearly indicates otherwise:

**"Board"** means the State Board of Osteopathic Examiners.

**"Mid-level practitioners"** include physician assistants and advanced practice nurses.

**"Primary Care Medicine"** means the practice of medicine with emphasis on emergency medicine, family medicine, general internal medicine, general pediatrics, and obstetrics and gynecology.

**"Proper physician supervision"** means the supervising physician regularly and routinely reviews the prescriptive practices and patterns of the mid-level practitioners. Proper physician supervision of mid-level practitioners is essential.

### **510:10-4-3. Eligibility, Limits, and Responsibilities of supervising osteopathic physician**

(a) To be eligible to serve as a supervising physician for mid-level practitioners, an osteopathic physician shall meet the following criteria:

(1) Have possession of a full and unrestricted Oklahoma license to practice osteopathic medicine; with Drug Enforcement Agency (DEA) and Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDD) permits.

(2) The supervising physician shall be trained and fully qualified in the field of the mid-level practitioners specialty.

(b) No physician shall supervise more than six (6) mid-level practitioners.

- (c) The Board may make an exception to any limit set herein upon written request of the physician. Exception requests for rural primary care shall be given priority by the Board.
- (d) Subject to approval, disapproval, or modification by the Board, the Executive Director of the Board may temporarily approve a written request to supervise up to seven (7) or more mid-level practitioners between regularly scheduled meeting of the Board. ~~Under no circumstance shall the Executive Director approve more than ten (10) mid-level practitioners without expressed approval of the Board.~~
- (e) All supervising osteopathic physicians shall have a written agreement with each mid-level practitioner they supervise to memorialize the extent of the authority of the mid-level practitioner to practice under the supervision of the physician. The written agreement shall comply with Oklahoma law.
- (f) All supervising osteopathic physicians shall visit each location in which he or she supervises mid-level practitioners at least once a month.
- (g) To ensure appropriate levels of chart review of mid-level practice, all supervising osteopathic physicians shall ensure a physician shall review at least fifteen percent (15%) of patient charts recording treatment by the supervised mid-level practitioners each month.
- (h) To ensure appropriate levels of chart review, a supervising physician shall develop a list of High-risk procedures, for each mid-level practitioner. The performance of any of those procedures by the respective mid-level practitioner shall, in each instance, be reviewed within twenty-four (24) hours of treatment by the physician.
- (i) A physician may not supervise a mid-level provider who is an immediate family member, however, this prohibition shall not apply to family members outside the second degree of consanguinity or affinity.

## SUBCHAPTER 7. FEE SCHEDULE

### 510:10-7-1. Fee Schedule

- (a) The fees charged by the Board are as follows:
- (1) Physician and Surgeon License Application Fee ~~\$600.00~~ 625.00
  - (2) Physician and Surgeon Renewal Fee for full license - ~~\$225.00~~ 250.00
  - (3) Physician and Surgeon Reinstatement Fee within two (2) years of after-cancellation by Board \$500.00
  - (4) Duplicate License (Physician/Surgeon) \$50.00
  - (5) Late Re-registration Fee \$150.00
  - (6) Copy of Licensure File \$50.00
  - (7) Copy of Disciplinary File \$25.00
  - (8) Verification of Licensure \$30.00
  - (9) ~~Registration to Dispense Dangerous Drugs \$50.00 per location~~ Statutory Permits \$100 per location
  - (10) Licensure Data Base \$50.00
  - (11) ~~Fee for Certification of Files \$5.00~~
  - (12) Returned Check Fee \$25.00
  - (13) Letter of Good Standing for incorporations \$30.00
  - (14) Specialty Licenses
- (A) Temporary Resident License (6-month license) \$100
- (B) Resident Training License (PGY1 resident only) \$120

(C) Military License \$125

(14) Monthly Probation Monitoring Fee \$100

(b) **Note:** Licensure fees may include a convenience fee.

(C) Military License \$125

(14) Monthly Probation Monitoring Fee \$100

(b) **Note:** Licensure fees may include a convenience fee.

# HEARING

R. TROY  
LEHMAN, D.O.

#4090

MALINDA MATLOCK,  
J.D.

**IN AND BEFORE THE STATE BOARD OF OSTEOPATHIC EXAMINERS  
STATE OF OKLAHOMA**

<b>STATE OF OKLAHOMA, ex rel.,</b>	)	
<b>STATE BOARD OF OSTEOPATHIC</b>	)	
<b>EXAMINERS,</b>	)	
	)	
Petitioners,	)	
	)	
<b>v.</b>	)	<b>OSBOE Case No. 2021-201</b>
	)	
<b>R. TROY LEHMAN, D.O.</b>	)	
Osteopathic Medicine License No. 4090.	)	
	)	
Respondent.	)	

**AMENDED COMPLAINT**

The Prosecutor for the Oklahoma State Board of Osteopathic Examiners (the “Board”), J. Patrick Quillian, states as follows:

1. Dr. R. Troy Lehman, D.O., is the holder of a license to practice as an osteopathic physician in the State of Oklahoma, license number 4090. Dr. Lehman received his license to practice osteopathic medicine in Oklahoma on July 1, 2003, and primarily practices in gynecology and obstetrics.

2. Dr. Lehman is in violation of the Oklahoma Osteopathic Medicine Act (the “Act”), Tit. 59 O.S. § 637(A)(2) and (A)(4), which state:

A. The State Board of Osteopathic Examiners may ... suspend or revoke any license issued or reinstated by the Board upon proof that the applicant or holder of such a license:

...

2. Has engaged in the use or employment of ... unethical conduct or unprofessional conduct, as may be determined by the Board, in the performance of the functions or duties of an osteopathic physician, [or]





...

4. Has engaged in repeated acts of negligence, malpractice or incompetence[.]

3. At all times relevant to this Complaint, Dr. Lehman worked as a general obstetrician and gynecologist for Integris Health Woodward Hospital. On four (4) separate occasions between 2017 and 2020, Dr. Lehman practiced outside the standard of care and exceeded the scope of his practice and training in managing patients' known uterine malignancies by knowingly performing the incorrect procedure. These incidents put each patient's long-term survival at risk and constitute multiple instances of negligence, malpractice, and incompetence under the circumstances.

4. On July 9<sup>th</sup>, 2024, Board investigators received a National Practitioners Data Bank ("NPDB") alert for Dr. Lehman indicating that his clinical privileges at Integris Woodward had been suspended. Documentation provided by Integris Woodward to Board investigators indicated that Dr. Lehman was initially given a fourteen (14) day summary suspension effective June 6, 2024. The suspension stemmed from a review of his handling of multiple birth scenarios. Dr. Lehman was notified of this suspension via letter and email.


5. On June 20, 2024, the Medical Executive Committee of Integris Woodward advised Dr. Lehman in writing that it had met and voted to continue his suspension indefinitely while the fair hearing process took place, explaining:

This recommendation was based on Article 8.2 of the Alliance Health Woodward Medical Staff Bylaws, which state that "whenever a Practitioner's conduct may require that immediate action be taken to protect the life, well-being, health, or safety, of any patient, employee, or other person, then the Chief of Staff, the CEO, or a member of the MEC shall have the authority to summarily suspend Medical Staff membership status or all or any portion of the clinical privileges immediately upon imposition.

6. On July 22, 2024, the Medical Executive Committee continued Dr. Lehman's indefinite suspension.

7. Dr. Lehman has therefore violated the Act by: (1) engaging in unprofessional and unethical conduct in his duties as an osteopathic physician while at Integris Woodward; and (2) engaging in repeated acts of negligence, malpractice, and incompetence, while practicing at Integris Woodward, including practicing outside the standard of care and outside the scope of practice of a general obstetrician and gynecologist on at least four (4) occasions between 2017 and 2020.

Respectfully submitted,

  
\_\_\_\_\_  
J. Patrick Quillian (Aug 14, 2024 10:14 CDT)  
J. Patrick Quillian, OBA#20811  
Phillips, Coventon, Quillian & Banner PLLC  
1900 Northwest Expressway, Suite 601  
Oklahoma City, Oklahoma 73118  
Phone (405) 418-8888  
Facsimile (405) 260-9573  
*jpatrickquillianpc@gmail.com*  
SPECIAL PROSECUTOR FOR PETITIONER

# Amended Complaint - Lehman

Final Audit Report

2024-08-14

Created:	2024-08-14
By:	Kelsey Devinney (kdevinney@osboe.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADDIZLJeDo8vTcUGUUHuIGR7IJoIZMZdv

## "Amended Complaint - Lehman" History

-  Document created by Kelsey Devinney (kdevinney@osboe.ok.gov)  
2024-08-14 - 2:29:49 PM GMT
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-  Document e-signed by J. Patrick Quillian (jpatrickquillianpc@gmail.com)  
Signature Date: 2024-08-14 - 3:14:53 PM GMT - Time Source: server
-  Agreement completed.  
2024-08-14 - 3:14:53 PM GMT

**OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS  
STATE OF OKLAHOMA**

<b>STATE OF OKLAHOMA, ex rel.</b>	)	
<b>OKLAHOMA STATE BOARD OF</b>	)	
<b>OSTEOPATHIC EXAMINERS,</b>	)	
	)	
Petitioner,	)	
	)	
<b>v.</b>	)	<b>OSBOE Case No. 2021-201</b>
	)	
<b>R. TROY LEHMAN, D.O.,</b>	)	
Osteopathic Medical License No. 4090,	)	
	)	
Respondent.	)	

**CITATION AND NOTICE OF HEARING**

**TO: R. TROY LEHMAN, D.O.** [Licensee]

YOU ARE GIVEN NOTICE that pursuant to the Oklahoma Osteopathic Medicine Act [Act], Title 59 O.S. 1991, § 620, *et seq*, and the Oklahoma Administrative Procedures Act Title 75 O.S. 1991 § 301, *et seq*, you are commanded to appear at a hearing held before the Oklahoma State Board of Osteopathic Examiners [Board], at the Grand Centre Building, 5400 North Grand Boulevard, Oklahoma City on **September 26, 2024**. All hearings will begin at **9:00 o'clock a.m.**

**NATURE OF THE HEARING**

The purpose of the hearing will be to show cause why your license to practice osteopathic medicine in the State of Oklahoma, issued by the Board, should be suspended or revoked, or any other disciplinary action imposed by the Board as authorized by law for violation of the Act as specified in the Amended Complaint containing the matters asserted and entered against you. A copy of said Amended Complaint is included with this Citation and Notice and incorporated herein by reference. Licensee is the holder of the above-listed osteopathic medical license issued by the Board authorizing Licensee to practice as an osteopathic physician and surgeon in the State of Oklahoma. At the time of this Complaint, his license is in good standing.

**LEGAL AUTHORITY AND JURISDICTION FOR HEARING**

The hearing is ordered pursuant to the authority and jurisdiction conferred upon the Board by Title 59 O.S. 1991 § 637 and 631.1 and will be conducted according to the procedures set forth in the Oklahoma Administrative Procedures Act, Title 75 O.S. § 301, *et seq*, and the Rules and Regulations of the Board.

**RIGHTS OF RESPONDENT**

Be advised of your rights, as follows:

1. To be represented by legal counsel at this hearing;
2. To respond and present evidence on any relevant issue;
3. To subpoena witnesses and documentary evidence through the Board; and
4. Such other rights as are conferred by the Board and Board Rules and Regulations.

Respectfully submitted,

  
J. Patrick Quillian (Aug 14, 2024 10:15 CDT)  
\_\_\_\_\_  
J. Patrick Quillian, OBA #13414  
Phillips, Coventon, Quillian, & Banner, PLLC  
50 Penn Place, 1900 N.W. Expressway, Suite 601  
Oklahoma City, OK 73118-1828  
(405) 294-4448 - (405) 260-9573 Facsimile  
[jpatrickquillianpc@gmail.com](mailto:jpatrickquillianpc@gmail.com)

SPECIAL PROSECUTOR FOR PETITIONER

# Citation and Notice of Hearing Lehman

Final Audit Report

2024-08-14

Created:	2024-08-14
By:	Kelsey Devinney (kdevinney@osboe.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACAMrZzaeDjl0Ozj0kPus2m8DuUkIHW0W

## "Citation and Notice of Hearing Lehman" History

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2024-08-14 - 3:15:02 PM GMT
-  Document e-signed by J. Patrick Quillian (jpatrickquillianpc@gmail.com)  
Signature Date: 2024-08-14 - 3:15:12 PM GMT - Time Source: server
-  Agreement completed.  
2024-08-14 - 3:15:12 PM GMT

Case Review Findings – Troy Lehman, DO

After a thorough review of 4 separate patient records, it is my opinion that Dr Lehman was practicing outside the scope of practice of a general obstetrician and gynecologist. He was putting the women of Oklahoma at unnecessary risk and practicing outside the standard of care.

With the case of patient, B [REDACTED] K [REDACTED], Dr Lehman practiced outside the scope of his practice as a general gynecologist. He initiated a workup that was appropriate for postmenopausal bleeding after the patient presented to the Emergency Department in 7/4/2020. The ultrasound that was obtained showed an 11cm uterus with an endometrial thickness of 4cm. Evidence based practice would dictate a biopsy of the lining of the uterus, as anything beyond 4 mm in a postmenopausal patient is considered abnormal. Dr Lehman proceeded with a hysteroscopy D&C, which he noted in his dictation that the lining did not appear normal and likely consistent with cancer. He also noted in the hysteroscopy operative report that her introitus was not conducive to a laparoscopic assisted vaginal hysterectomy due to narrowing. The pathology from the hysteroscopy showed malignant mixed mullerian tumor. At this point, the appropriate treatment would have been a referral to gynecology oncology for hysterectomy with staging. Instead, Dr Lehman proceeded to schedule the patient for a laparoscopic assisted vaginal hysterectomy with pelvic washings. It was noted in his office notes that he knew the patient had a cancer and still proceeded. When he performed the hysterectomy, it was converted to a total abdominal hysterectomy due to the narrow introitus and limited vaginal access. Again, standard of care, would be a hysterectomy with staging procedures, which would include lymph node dissection. He did not counsel the patient that his plan was inadequate staging nor that she might need a further surgery. Post operatively, after the hysterectomy, the patient was sent to OU Gynecology Oncology where she was informed that she had been inadequately staged. They recommended chemotherapy and radiation oncology with vaginal brachytherapy. This was a blatant mismanagement of a known cancer diagnosis with improper surgical staging.

With the case of the patient, P [REDACTED] H [REDACTED], Dr Lehman practiced outside the scope of his practice as a general gynecologist. He initiated a workup for postmenopausal bleeding that was appropriate and standard of care in June 2017. An ultrasound that showed a thickened endometrium at 19mm. Again, evidence-based practice would dictate a biopsy if greater than 4mm. Dr Lehman completed a hysteroscopy D&C which pathology showed high grade endometrial adenocarcinoma. He then recommended the patient have a hysterectomy with pelvic washings, which is not standard of care for endometrial adenocarcinoma. Standard of care would be a hysterectomy with staging and lymph node dissection. After the hysterectomy, he then referred the patient to OU gynecology oncology. It is unclear if the patient followed through with the initial referral but was seen at OU in 2020 for recurrence of her cancer.

With the care of patient, D [REDACTED] Y [REDACTED], Dr Lehman practiced outside the scope of his practice as a general gynecologist. The patient was seen for acute anemia and found to have an enlarged uterus in June 2019. She had an ultrasound that showed endometrial thickness of 5.6cm. Per standard of care for thickened endometrium, Dr Lehman completed a hysteroscopy and the pathology showed endometrial adenocarcinoma. At this point, Dr Lehman scheduled the patient for a hysterectomy with pelvic washings. The standard of care for an endometrial adenocarcinoma is hysterectomy with staging and lymph node dissection. The hysterectomy pathology resulted on July 11, 2019 and showed invasive



adenocarcinoma with positive washings for malignancy. Dr Lehman then referred her to Dr Jeffrey Smith, gynecology oncology in Oklahoma City. On August 1, 2019, Dr Lehman released the patient to have an elective orthopedic surgery, even though she had a known endometrial malignancy and needed further surgery for the malignancy. Later that month, she had imaging that showed a DVT along with enlarged lymph nodes and right hydronephrosis. At some point, she was then referred to OU Gynecology Oncology as Dr Smith closed his practice. She was seen in November 2019 by Dr Richards who explained to the patient that she was inadequately staged and it had now been 4 months since her hysterectomy. Dr Richards documented that the standard of care should have at least been lymph node dissection and all adjuvant therapy should have been started within at least 12 weeks. Dr Richards recommended vaginal brachytherapy and deferred the lymph node dissection due to the lymphedema already present in her lower extremity. The patient did complete vaginal cuff brachytherapy through OU.

With the case of the patient, F ■■■ S ■■■, Dr Lehman practiced outside the scope of his practice as a general gynecologist. He initiated a workup in September 2019 that was appropriate for postmenopausal bleeding with an ultrasound that showed an endometrial thickness of 17mm. He performed a hysteroscopy D&C with the pathology showing endometrial adenocarcinoma. At this time, appropriate treatment would have been a hysterectomy with full staging and lymph node dissection. Dr Lehman did not do that, but instead he performed a hysterectomy on October 31<sup>st</sup> 2019, with pelvic washings and the pathology showed endometrial carcinoma. The patient was then referred to OU gynecology oncology. The patient was seen, had a CT of the pelvis to assess node status since lymph node dissection was not completed at the time of the hysterectomy. She had a port placed and received chemotherapy.

After reviewing all 4 of these cases, it is my opinion, that Dr Lehman is practicing outside the standard of care when managing known uterine malignancies. Although not common, it can occur that a hysterectomy is completed, and the final pathology shows a malignancy that was unknown prior to the surgery. However, this was not the case in these 4 patients. Dr Lehman knowingly did the incorrect procedure on these patients, which put their long-term survival at risk due to improper staging for an endometrial malignancy. It is standard of care to perform a hysterectomy with staging including lymph node dissection on a patient with a known endometrial malignancy. This type of procedure is typically performed by a gynecologic oncologist who is fellowship trained with 4 additional years beyond a general obstetrics and gynecology residency.

Katherine Shepherd, DO, FACOG



#2516296

FINAL for Y [REDACTED] D [REDACTED] (S2019-007903)

### Heartland Pathology Consultants, PC

3509 French Park Drive, Suite D

Edmond, OK 73034

Phone: (405) 715-4500

Fax: (405) 715-4519

Y [REDACTED] D [REDACTED]	CASE: S2019-007903	Client: ALLIANCE HEALTH WOODWA
MRN: 13675459	Room No:	900 17TH ST
ACN: 13701551	Report Date: 07 17 2019	WOODWARD OK 73801
DOB: [REDACTED]	Report Time: 1402	HPC1434 (580) 256-5511
Sex: [REDACTED] Age: [REDACTED]	Collected: 07 11 2019	Doctor: RICHARD TROY LEHMAN DO
Chart:	Received: 07 11 2019	HPD0808 (580) 571-3160
Copy: WOODWARD REG HOSP-MR:		SCW KT SCW

#### REQUISITION INFORMATION:

Specimen(s): Uterus, ovaries, cervix, fallopian tubes. Preop Dx: Postmenopausal bleeding, leiomyoma of uterus, malignant neoplasm of endometrium.

#### GROSS:

Labeled "cervix, uterus, bilateral ovaries, fallopian tubes". Received in formalin is an irregularly-shaped uterus with attached cervix measuring 12.4 x 10.6 x 6.7 cm and weighing 382 gm. The serosa is pink-tan to gray and smooth and is inked black. The ectocervix and endocervical canal are unremarkable. The endometrial cavity contains a large pink-tan necrotic tumor mass measuring 8.5 x 5.9 x 6.1 cm. The myometrium is 1.4 cm thick. On cut section of the mass, tumor extends well into the outer half of the myometrium. The left ovary measures 2.3 x 1.2 x 0.7 cm. On serial sectioning no lesions are grossly identified. The adjacent purple tan tube measures 4.2 x 0.5. The right ovary measures 1.8 x 1.5 x 0.7 cm. On serial sectioning one clear fluid-filled cyst is identified measuring 0.4 x 0.4 cm. The adjacent purple tan tube measures 4.2 x 0.5. Representative sections submitted as follows:

- 1: Anterior cervix
- 2: Posterior cervix
- 3 anterior lower uterine segment
- 4-15: Anterior endomyometrium
- 16 posterior lower uterine segment
- 17-28 posterior endomyometrium
- 29 left tube and ovary
- 30 right tube and ovary
- RHO:KT/kt

#### DIAGNOSIS:

Uterus, Tubes and Ovaries-Excision

Cervix:

- No significant histopathology.
- Negative for malignancy.

Endometrium:

- Endometrial adenocarcinoma, endometrioid type, FIGO grade 1. (See note).

Myometrium:

1 of 4 on 07-17-2019 at 14:39 for S2019-007903 [REDACTED] 13675459 13701551

Original copy



Y [REDACTED] D [REDACTED] ([REDACTED]) #HF249256737

FINAL for Y [REDACTED] D [REDACTED] (S2019-007903)

### Heartland Pathology Consultants, PC

3509 French Park Drive, Suite D

Edmond, OK 73034

Phone: (405) 715-4500

Fax: (405) 715-4519

YARBROUGH, DEBORAH L	CASE: S2019-007903	Client: ALLIANCE HEALTH WOODWA
MRN: 13675459	Room No:	900 17TH ST
ACN: 13701551	Report Date: 07 17 2019	WOODWARD OK 73801
DOB: [REDACTED]	Report Time: 1402	HPC1434 (580) 256-5511
Sex: [REDACTED] Age: [REDACTED]	Collected: 07 11 2019	Doctor: RICHARD TROY LEHMAN DO
Chart:	Received: 07 11 2019	HPD0808 (580) 571-3160
Copy: WOODWARD REG HOSP-MR:		SCW KT SCW

#### DIAGNOSIS (continued)

- Invasive endometrial adenocarcinoma, endometrioid type.
- Adenocarcinoma extends to a depth of 1.9 cm in an area of the myometrium which measures 2.0 cm.

#### Serosa:

- Negative for malignancy.

#### Ovaries:

- Atrophy.

#### Fallopian tubes:

- No significant histopathology.

#### NOTE(S):

##### ENDOMETRIUM:

Pathologic Stage Classification: (pTNM, AJCC 8th Edition) pT 1b pN X

Select a single response unless otherwise indicated.

1. Procedure: Total hysterectomy and bilateral salpingo-oophorectomy; Peritoneal washing

##### 2. Tumor Size:

Greatest dimension: 8.5 cm

Additional dimensions: 5.9 x 6.1 cm

3. Histologic Type: Endometrioid carcinoma, NOS

4. Histologic Grade: FIGO grade 1

5. Myometrial Invasion: Present

Depth of invasion (millimeters): 19 mm

Myometrial thickness (millimeters): 20 mm

Percentage of myometrial invasion: 95%

2 of 4 on 07-17-2019 at 14:39 for S2019-007903 [REDACTED] 13675459 13701551

Original copy

R TROY LEHMAN DO PC | 1000 15TH STREET WOODWARD, OK 73801-3008 | Phone (580)571-3160

Y [REDACTED] D [REDACTED] #HF249256737

FINAL for Y [REDACTED] D [REDACTED] (S2019-007903)

### Heartland Pathology Consultants, PC

3509 French Park Drive, Suite D

Edmond, OK 73034

Phone: (405) 715-4500

Fax: (405) 715-4519

Y [REDACTED] D [REDACTED]	CASE: S2019-007903	Client: ALLIANCE HEALTH WOODWA
MRN: 13675459	Room No:	900 17TH ST
ACN: 13701551	Report Date: 07 17 2019	WOODWARD OK 73801
DOB: [REDACTED]	Report Time: 1402	HPC1434 (580) 256-5511
Sex: [REDACTED] Age: [REDACTED]	Collected: 07 11 2019	Doctor: RICHARD TROY LEHMAN DO
Chart:	Received: 07 11 2019	HPD0808 (580) 571-3160
Copy: WOODWARD REG HOSP-MR:		SCW KT SCW

**NOTE(S):** (continued)

- 6. Uterine Serosa Involvement: Not identified
- 7. Cervical Stromal Involvement: Not identified
- 8. Other Tissue/Organ Involvement: Not identified
- 9. Peritoneal/ Ascitic Fluid: Positive for malignancy
- 10. Margins:

Ectocervical/Vaginal Cuff Margin: Uninvolved by carcinoma

Parametrial/Paracervical Margin:  
Cannot be assessed (explain): Not submitted

Lymphovascular Invasion: Not identified

**11. Regional Lymph Nodes**

No lymph nodes submitted or found

**12. Additional Pathologic Findings (select all that apply)**  
None identified

Screening for defective DNA mismatch repair genes by immunohistochemistry is in progress and an addendum will be issued upon its completion.

**SIGNATURE:**

SHERRITA C WILSON MD  
Pathologist  
(Case signed 07 17 2019 at 1402)

Y [REDACTED], D [REDACTED] (#HF249256737)

FINAL for Y [REDACTED], D [REDACTED] (S2019-007903)

### Heartland Pathology Consultants, PC

3509 French Park Drive, Suite D

Edmond, OK 73034

Phone: (405) 715-4500

Fax: (405) 715-4519

Y [REDACTED] D [REDACTED]

CASE: S2019-007903

Client: ALLIANCE HEALTH WOODWA

MRN: 13675459

Room No:

900 17TH ST

ACN: 13701551

Report Date: 07 17 2019

WOODWARD OK 73801

DOB: [REDACTED]

Report Time: 1402

HPC1434 (580) 256-5511

Sex: [REDACTED] Age: [REDACTED]

Collected: 07 11 2019

Doctor: RICHARD TROY LEHMAN DO

Chart:

Received: 07 11 2019

HPD0808 (580) 571-3160

Copy: WOODWARD REG HOSP-MR:

SCW KT SCW

#### CHARGE(S):

Code	CPT	Count
88309		1

[REDACTED] #HF249256737

FINAL for Y/[REDACTED] D [REDACTED] (C2019-000656)

### Heartland Pathology Consultants, PC

3509 French Park Drive, Suite D  
Edmond, OK 73034

Phone: (405) 715-4500 Fax: (405) 715-4519

Y [REDACTED] D [REDACTED]	CASE: C2019-000656	Client: ALLIANCE HEALTH WOODWA
MRN: 13675459	Room No:	900 17TH ST
ACN: 13701551	Report Date: 07 17 2019	WOODWARD OK 73801
DOB: [REDACTED]	Report Time: 1401	HPC1434 (580) 256-5511
Sex: [REDACTED] Age: [REDACTED]	Collected: 07 11 2019	Doctor: RICHARD TROY LEHMAN DO
Chart:	Received: 07 11 2019	HPD0808 (580) 571-3160
Copy:	Copy:	SCW KT SCW

**REQUISITION INFORMATION:**

Abdominal washing

**MATERIAL SUBMITTED:**

Received in a glass tube is approximately 30 cc of clear to slightly tan tinged watery fluid.  
RHO:KT/lr

**DIAGNOSIS:**

Cytology, Abdominal Washing  
- Malignant cells of adenocarcinoma are present. (See note).

**NOTE(S):**

Review of the cytospin and cell block show rare clusters of atypical pseudostratified cells. A battery of immunoperoxidase stains is obtained in order to further characterize these cells with the following results:

CK5/6	- Negative
Calretinin	- Negative
ER	- Strongly positive

The histologic appearance of these cells along with the immunoperoxidase stain results are consistent with involvement of the peritoneal fluid by adenocarcinoma. This case has been reviewed by Dr. Oneson who concurs with the above diagnosis.

**SIGNATURE:**

*Sherrita C Wilson*  
 SHERRITA C WILSON MD  
 Pathologist  
 (Case signed 07 17 2019 at 1401)



#HF249256737

FINAL for Y [REDACTED] D [REDACTED] (C2019-000656)

### Heartland Pathology Consultants, PC

3509 French Park Drive, Suite D

Edmond, OK 73034

Phone: (405) 715-4500

Fax: (405) 715-4519

Y [REDACTED] D [REDACTED]	CASE: C2019-000656	Client: ALLIANCE HEALTH WOODWA
MRN: 13675459	Room No:	900 17TH ST
ACN: 13701551	Report Date: 07 17 2019	WOODWARD OK 73801
DOB: [REDACTED]	Report Time: 1401	HPC1434 (580) 256-5511
Sex: [REDACTED] Age: [REDACTED]	Collected: 07 11 2019	Doctor: RICHARD TROY LEHMAN DO
Chart:	Received: 07 11 2019	HPD0808 (580) 571-3160
Copy:	Copy:	SCW KT SCW

#### CHARGE(S):

Code	CPT	Count
88108		1
88305		1
88342		3

Y/ [REDACTED] D [REDACTED] #HF249256737

**AllianceHealth Woodward**  
900 17th Street  
Woodward, OK 73801  
580 254 8661

**OPERATIVE REPORT**

---

**Name:** Y [REDACTED] D [REDACTED]

MRN: 10019 Room #: [REDACTED] DOB: [REDACTED]  
 Account #: 2513070 Bed #: [REDACTED] Age: [REDACTED]  
 Service Code: SOP Sex: [REDACTED]  
 ADM DATE: 06/14/2019 DOS: 06/14/2019

Dictated By: LEHMAN, R. DO  
 Attending Physician: LEHMAN, R. DO  
 Primary Care Physician: BERENDS, JENNIFER

---

DATE OF SURGERY: 06/14/2019

SURGEON: R. Troy Lehman, DO

PREOPERATIVE DIAGNOSIS: Postmenopausal bleeding.

POSTOPERATIVE DIAGNOSIS: Postmenopausal bleeding with probable uterine fibroid.

**PROCEDURES:**

1. Hysteroscopy.
2. Dilatation and curettage.

ANESTHESIA: General endotracheal tube, Bob Irwin, CRNA

ASSISTANT: Kristy West, OR tech.

COMPLICATIONS: None.

ESTIMATED BLOOD LOSS: 300 mL.

IV FLUIDS: 700 mL.

URINE OUTPUT: 200 mL.

**FINDINGS:** Bimanual examination under anesthesia revealed a cystocele, grade 2 on the anterior vaginal wall with significant uterovaginal prolapse. The uterus itself was enlarged to approximately 12 to 14 weeks' gestational size and retroverted retroflexed and took up the entire true pelvis. It sounded to approximately 11 cm with the uterine probe. Hysteroscopic findings demonstrated hemorrhagic tissue in the endometrial cavity and what appeared to be a leiomyoma present in the endometrial cavity. A vigorous D and C was performed and tissue was sent for pathologic evaluation.

**PROCEDURE IN DETAIL:** After ensuring informed consent, the patient was brought to the operating room and placed in dorsal supine position. After adequate anesthesia was obtained, the patient was transferred to the dorsal lithotomy position, and the abdomen and perineum were prepped and draped in the normal sterile fashion.







Y [REDACTED] D [REDACTED] ( [REDACTED] ) #HF249256737

FINAL for Y [REDACTED] D [REDACTED] (S2019-006925)

### Heartland Pathology Consultants, PC

3509 French Park Drive, Suite D  
Edmond, OK 73034

Phone: (405) 715-4500 Fax: (405) 715-4519

Y [REDACTED] D [REDACTED]	CASE: S2019-006925	Client: ALLIANCE HEALTH WOODWA
MRN: 13675459	Room No:	900 17TH ST
ACN: 13675460	Report Date: 06 19 2019	WOODWARD OK 73801
DOB: [REDACTED]	Report Time: 1134	HPC1434 (580) 256-5511
Sex: [REDACTED] Age: [REDACTED]	Collected: 06 14 2019	Doctor: RICHARD TROY LEHMAN DO
Chart:	Received: 06 17 2019	HPD0808 (580) 571-3160
Copy: WOODWARD REG HOSP-MR:		SCW SC LR

#### REQUISITION INFORMATION:

Endometrial scrapings. Preop diagnosis: Abnormal bleeding.

#### GROSS:

Labeled with the patient's name and endometrial scrapings. Received in formalin are multiple tan soft tissue fragments admixed with blood that measure in aggregate 10.5 cm x 9.9 cm x 1.7 cm. Representative sections are submitted in blocks 1 through 6. RHO/sc

#### DIAGNOSIS:

Endometrium-Curettage  
- Endometrial adenocarcinoma, endometrioid type, FIGO grade I, Nuclear grade 1. (See note).

#### NOTE(S):

This case has been reviewed by Dr. Holmboe who concurs with the above diagnosis.

#### SIGNATURE:

*Sherrita C Wilson*  
 SHERRITA C WILSON MD  
 Pathologist  
 (Case signed 06 19 2019 at 1134)

#### CHARGE(S):

Code	CPT	Count
88305		1



[REDACTED] #HF292829062

Encounter DOS: 07/13/2020

Patient: [REDACTED] (BL, DOB: [REDACTED], Race: [REDACTED], Language: [REDACTED], Ethnicity: [REDACTED])

Encounter ID: 101856592  
Primary Ins: Blue Cross Blue Shield Oklahoma (BCBS OK)

Location: R Troy Lehman DO PC  
1000 15TH STREET  
WOODWARD, OK, 73801-3008  
(580)571-3160  
Provider: Dr. RICHARD TROY LEHMAN, DO

**Subjective**

**Chief Complaint: VAGINAL BLEEDING**

Pt seen in ED last week for post menopausal bleeding. An ultrasound was obtained and is available for review. It shows heterogenous subendometrial cystic areas measuring up to 4.1 cm. No free fluid in the cul-de-sac. Ovaries are normal. Explained this is suspicious for endometrial cancer and will require Hysteroscopy/D&C for further evaluation.

**History of Present Illness - VAGINAL BLEEDING**

**Location**

Reported: POSTMENOPAUSAL BLEEDING. CRAMPING. WENT TO ER AND WAS GIVEN MEDICATION TO SLOW DOWN BLEEDING AND FOR A UTI. MEDICATION HAS BEEN COMPLETED.

**Office Visit: OFFICE PROCEDURE**

**Question**

**Comments**

Reason for Appointment: Consult

VAG BLEEDING . WAS HAVING HEAVY BLEEDING. HAS SLOWED DOWN SINCE THEN. WAS PUT ON TRANECEMIC ACID. DID HAVE UTI. HAS FINISHED ALL MEDICATIONS. WAS HAVING SOME CRAMPING.

**Medication List**

- Xanax 0.25 mg tablet
- amiloride 5 mg tablet
- lisinopril 20 mg tablet
- chlorthalidone 25 mg tablet

**Allergies**

The patient has no known allergies.

**Medical Hx**

The patient reports a history of Hypertension.

**Obstetric Hx**

**Pregnancy Hx**

Total Preg.	Full Term	Premature	Ab. Induced	Ab. Spontaneous	Ectopics	Multiple Births	Living
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0



Electronically signed and reviewed by LEONIA, RICHARD 11/24/2020 14:33:02

H [REDACTED] B [REDACTED] ) #HF292829062

Encounter DOS: 07/13/2020

**Surgical Hx**

The patient reports a history of Excision fibroid.

**Review of Systems**

**Genitourinary**

**Female Genitalia - reported:** Postmenopausal Bleeding, lower abdominal pain, Change in Periods - Flow, Menopause,

**Denied:** Recent Pregnancy, Pain on Intercourse, Itching, Fertility problems, DES Exposure, Birth control, Sexual Problems, Menstrual pain, Lesions, flaccid vaginal muscle, Difficult Pregnancy, Change in Periods - Interval, Bleeding Between Periods, Venereal Disease, Recent Pap Smear, pain after intercourse, Hernias, Discharge, concurrent bacterial vaginosis, Change in Periods - Duration,

**Objective**

**Vital Signs**

**Blood Pressure:** 134/82 (Left Brachial, Sitting, Standard, Normal)

**Pulse:** 58 (Left Radial, REGULAR rhythm, Normal quality, Normal)

**Temperature:** 97.8 F (Right Tympanic Membrane, Normal)

**Weight:** 178 lb 8 oz **Height:** 5' 6" **BMI Flag:** Overweight ( 28.8 )

**Physical Exam**

**Constitutional**

**Level of Consciousness:** The patient is awake, alert, understands questions and responds appropriately and quickly.

**Nutrition:** The patient is well developed and well nourished.

**Assessment**

**Diagnosis**

N951 Menopausal and female climacteric states

N950 Postmenopausal bleeding

**Plan**

**Procedures**

DR RECOMMENDS PATIENT HAVE HYSTEROSCOPY D&C.

RX: WALGREENS

SX: TO BE DECIDED.

PO: TO BE DECIDED.

**Follow-Up**

Follow-Up ( As Needed) with LEHMAN, RICHARD

Notes: F/U AT POST OP APPT WHICH WILL BE SCHEDULED WHEN SURGERY IS SCHEDULED.

Electronically signed and reviewed by LEHMAN, RICHARD 11/24/2020 14:33:02

K [REDACTED] B [REDACTED] [REDACTED] #HF292829062

Encounter DOS: 07/13/2020

**Rendering Provider Signature**



Electronically signed and reviewed by LEHMAN, R TROY on 11/24/2020 14:33:02



Alliance Health Woodward  
900 17th Street  
Woodward, OK 73801  
580-256-5511

Patient Name: K [REDACTED] B [REDACTED]

Xray Number: 1040617\_WRH

DOB: [REDACTED]

Gender: [REDACTED]

Exam Date: 7/6/2020

UID: WO20200706150910

Referring Physician: LEHMAN, R TROY

Reason for Exam: Postmenopausal bleeding.

EXAM: COMPLETE TRANSVAGINAL PELVIC ULTRASOUND.

Ultrasound interpreted with permanently recorded images.

TECHNIQUE: Ultrasound images of the pelvis were obtained transvaginally.

FINDINGS:

UTERUS: Enlarged nongravid uterus. The uterus is normal in position. Heterogenous uterine parenchyma.

The uterus measures 11.7 x 5.6 x 8.8 cm.

The endometrium is heterogenous subendometrial cystic areas and measures a thickness of up to 4.1 cm, which is abnormally thickened.

ADNEXA/OVARIES: The suspected ovaries are normal size with internal vascularity.

Right ovary measures 1.7 x 0.9 x 1.5 cm.

Left ovary measures 2.3 x 1.9 x 1.3 cm.

OTHER: There is no free fluid in the cul-de-sac.

IMPRESSION:

Heterogenous masslike endometrial enlargement worrisome for endometrial primary malignancy.

All reports both verbal and nonverbal are conducted in the Central Time zone unless otherwise specified.

By JEFFREY W. SHELTON, M.D. 07/06/2020 - 15:51:54 (Radiologist)

Electronically signed by JEFFREY W. SHELTON, M.D. 07/06/2020 - 15:51:54

L:112 R:JWS\T:gjb (dia360VR)

R TROY LEHMAN DO PC | 1000 15TH STREET, WOODWARD, OK 73801-3008 | Phone (580)5

Received Time Oct. 5. 2021 7:09AM No. 2503 Page 8 of 8

OSBOE Q4 BOARD MATERIALS 0105



Electronically signed and reviewed by LEHMAN, R TROY DO 11/24/2020 14:33:02

K [REDACTED] E [REDACTED] #HF292829062

Encounter DOS: 08/10/2020

Patient: K [REDACTED] E [REDACTED] (BL, DOB: [REDACTED]  
07/06/20[REDACTED])  
[REDACTED] Race: [REDACTED]  
Language: [REDACTED]  
Ethnicity: [REDACTED]

Encounter ID: 103348627  
Primary Ins: Blue Cross Blue Shield  
Oklahoma (BCBS OK)

Location: R Troy Lehman DO PC Provider: Dr. RICHARD TROY  
1000 15TH STREET LEHMAN, DO  
WOODWARD, OK, 73801-3008  
(580)571-3160

**Subjective**

**Chief Complaint:**

Reviewed findings of hysteroscopy/D&C and pathology showing Mixed Mullerian Malignant tumor. Images from Hysteroscopy were reviewed as well. Will recommend LAVH-BSO with Pelvic washings. Due to a narrow introitus and nulliparous status, may need to convert to Laparotomy.

**Post Op Visit: Surgery**

Question	Comments
Type of Surgery:	H D&C
Are you experiencing any pain?	Yes CRAMPS
Is there currently any bleeding?	Yes BROWN BLEEDING

**Medication List**

- ketorolac 10 mg tablet - 1 tablet by mouth every 6 hours
- Xanax 0.25 mg tablet
- amiloride 5 mg tablet
- lisinopril 20 mg tablet
- chlorthalidone 25 mg tablet

**Allergies**

The patient has no known allergies.

**Review of Systems**

**DAILY ROUTINE: HORMONES**

Question	Comments
HOT FLASHES	No
NIGHT SWEATS	No
DECREASED LIBIDO	No
DEPRESSED MOOD?	No
MENTAL CONFUSION	No
MEMORY LOSS	No
MOOD CHANGES/IRRITABILITY	No
SLEEP ISSUES	No
TENSION	No
MIGRAINE/SEVERE HEADACHES	No

R TROY LEHMAN DO PC | 1000 15TH STREET, WOODWARD, OK 73801-3008 | Phone (580)571-3160

Received Time Oct. 5. 2021 7:09AM No. 2503 Page 1 of 12

OSBOE Q4 BOARD MATERIALS 0166

Electronically signed and reviewed by LEHMAN, RICHARD 11/24/2020 14:23:03

K [REDACTED], E [REDACTED] #HF292829062

Encounter DOS: 08/10/2020

BLOATING	No
WEIGHT GAIN	No
BREAST TENDERNESS	No
VAGINAL DRYNESS	No
DRY/WRINKLED SKIN	No
HAIR FALLING OUT	No
COLD ALL THE TIME	No
SWELLING ALL OVER THE BODY	No
JOINT PAIN	No
FATIGUE	No
ACNE	No
FACIAL/BODY HAIR	No
ERECTION DYSFUNCTION	No

**Objective**

**Vital Signs**

**Blood Pressure:** 137/85 (Left Brachial, Sitting, Standard, Normal)  
**Pulse:** 86 (Left Radial, REGULAR rhythm, Normal quality, Normal)  
**Pulse Ox:** 98 % (RoomAir)  
**Temperature:** 99 F (Right Tympanic Membrane, Normal)  
**Weight:** 179.2 lb **Height:** 5' 6" **BMI Flag:** Overweight ( 28.9 )

**Physical Exam**

**Constitutional**

**Level of Consciousness:** The patient is awake, alert, understands questions and responds appropriately and quickly.  
**Nutrition:** The patient is well developed and well nourished.

**Assessment**

**Diagnosis**

Z4889 Encounter for other specified surgical aftercare  
C541 Malignant neoplasm of endometrium

**Plan**

**Procedures**

DR RECOMMENDS LAVH-BSO/PELVIC WASHING AS SOON AS POSSIBLE.

**Follow-Up**

Follow-Up ( As Needed) with LEHMAN, RICHARD  
Notes: F/U AT POST OP APPT.  
DR RECOMMENDS PATIENT HAVE LAVH-BSO/PELVIC WASHING

Electronically signed and reviewed by LEHMAN, RICHARD 11/24/2020 14:23:00

**Rendering Provider Signature**



Electronically signed and reviewed by LEHMAN, R TROY, DO 11/24/2020 14:23:03



K [REDACTED] B [REDACTED] #HF292829062

Encounter DOS: 08/10/2020

**AllianceHealth Woodward**  
900 17th Street  
Woodward, OK 73801  
580 254 8661

**OPERATIVE REPORT**

<b>Name:</b> K [REDACTED] B [REDACTED]			
<b>MRN:</b>	1040617	<b>Room #:</b>	<b>DOB:</b>
<b>Account #:</b>	2574865	<b>Bed #:</b>	<b>Age:</b>
<b>Service Code:</b>	SIP		<b>Sex:</b>
<b>ADM DATE:</b>	08/20/2020		<b>DOS:</b> 08/20/2020

**Dictated By:** LEHMAN, R. DO  
**Attending Physician:** LEHMAN, R. DO  
**Primary Care Physician:** MISCELLANEOUS,

**DATE OF SURGERY:** 08/20/2020

**SURGEON:** R. Troy Lehman, DO

**PREOPERATIVE DIAGNOSIS:** Uterine carcinosarcoma.

**POSTOPERATIVE DIAGNOSIS:** Uterine carcinosarcoma.

**OPERATION PERFORMED:** Laparoscopic-assisted vaginal hysterectomy, conversion to open laparotomy.

**ANESTHESIA:** General endotracheal tube, Adam Blackmon, CRNA

**ASSISTANT:** Jack Myers, CSFA

**COMPLICATIONS:** None.

**ESTIMATED BLOOD LOSS:** 400 mL.

**URINE OUTPUT:** 50 mL.

**IV FLUIDS:** 1700 mL.

**FINDINGS:** Bimanual examination under anesthesia revealed a narrow pelvic outlet and a slightly enlarged uterus. Laparoscopic findings demonstrated a normal-appearing liver and gallbladder. The stomach was visualized. There were mild adhesions noted to the right upper quadrant. The appendix was visualized and demonstrated no overt pathology. Uterus itself appeared to be very enlarged and bulbous. The ovaries and fallopian tubes appeared normal bilaterally. There was a mild adhesion noted to the posterior surface of the uterus. Photodocumentation was made of all significant findings.

**DESCRIPTION OF PROCEDURE:** After ensuring informed consent, the patient was brought to the operating room and placed in the dorsal supine position. After adequate anesthesia was obtained, the patient was transferred to the dorsal lithotomy position, and the abdomen and perineum were prepped and draped in normal sterile fashion.



Electronically signed and reviewed by LEHMAN, R TROY on 11/24/2020 14:23:03



**OPERATIVE REPORT**

Name: K [REDACTED] B [REDACTED]  
MRN: 1040617 DOB: [REDACTED]  
Account #: 2574865 ADM DATE: 08/20/2020

accomplished through the trocar ports. The trocar sleeves were then removed, and the skin was closed with 4-0 Vicryl in subcutaneous fashion and dressed with Exofin solution.

The patient tolerated the procedure well. Sponge, lap, and instrument counts correct x2. The patient was then awakened from anesthesia and transferred to the recovery room in stable condition. She was admitted for overnight observation.

R. Troy Lehman, DO

D: 09/02/2020 12:45:31 CST  
T: 09/02/2020 13:28:52 CST  
R: CST  
S Job #: 456588  
D Job #: 891719401  
MT: MODL

Electronically signed and reviewed by LEHMAN, R TROY on 09/02/2020 14:23:03

K [REDACTED] B [REDACTED] #HF292829062

Patient: K [REDACTED] B [REDACTED] (BL, DOB : 11/03/1957 (62)  
07/06/20) Race: White  
Language: English  
Ethnicity: Not Hispanic or Latino

Encounter ID: 104874427  
Primary Ins: Blue Cross Blue Shield Oklahoma (BCBS OK)

Location: R Troy Lehman DO PC 1000 15TH STREET WOODWARD, OK, 73801-3008 (580)571-3160  
Provider: Dr. RICHARD TROY LEHMAN, DO

**Subjective**

**Chief Complaint:**

Pathology was reviewed showing high grade carcinosarcoma of uterus with myometrial invasion greater than 90%. Serosa, parametria, ovaries, vaginal cuff, and cervix were uninvolved. Pelvic washings were negative. Lymphovascular invasion was present. Staging is at least 1B. Due to aggressive nature of carcinosarcoma and lymphovascular invasion present in surgical specimen, I've recommended a consult with Gynecologic Oncology for possible further treatment.

**Post Op Visit: Surgery**

Question	Comments
Type of Surgery:	LAVH BSO W/P
Are you experiencing any pain?	No
Are your incisions: Clean, Dry without Drainage?	Yes
Is there currently any bleeding?	No
	LIGHT SPOTTING BUT STOPPED YESTERDAY

**Medication List**

- ketorolac 10 mg tablet - 1 tablet by mouth every 6 hours
- Xanax 0.25 mg tablet
- amiloride 5 mg tablet
- lisinopril 20 mg tablet
- chlorthalidone 25 mg tablet

**Allergies**

The patient has no known allergies.

**Objective**

**Vital Signs**

- Blood Pressure:** 142/89 (Left Brachial, Sitting, Standard, High)
- Pulse:** 94 (Left Radial, REGULAR rhythm, Normal quality, Normal)
- Temperature:** 98.6 F (Right Tympanic Membrane, Normal)
- Weight:** 174.8 lb **Height:** 5' 6" **BMI Flag:** Overweight ( 28.2 )

**Physical Exam**

Constitutional



Electronically signed and reviewed by LEHMAN, RICHARD TROY 10/5/21 11:47:11 AM

K [REDACTED] B [REDACTED] #HF292829062

Encounter DOS: 09/08/2020

**Level of Consciousness:** The patient is awake, alert, understands questions and responds appropriately and quickly.

**Nutrition:** The patient is well developed and well nourished.

**Gastrointestinal**

**General**

The abdomen is soft and nontender; there is no guarding or rigidity. Bowel sounds are normal. There are no palpable masses. The surgical scars are well healed and demonstrate no erythema or exudate.

**Assessment**

**Diagnosis**

C55 Malignant neoplasm of uterus, part unspecified  
Z4889 Encounter for other specified surgical aftercare

**Plan**

**Follow-Up**

Follow-Up ( As Needed) with LEHMAN, RICHARD

**Care Plan**

**OB/GYN : Abnormal Uterine Bleeding**

**Management**

I have referred this patient to gynecology for further evaluation and treatment. TO BAPTIST HEALTH FOR GYNECOLOGICAL ONCOLOGY FOR PET SCAN. .

**Rendering Provider Signature**



Electronically signed and reviewed by LEHMAN, RICHARD 11/24/2020 10:21:00

Name: H [REDACTED] P [REDACTED]

Date of Birth: [REDACTED] Sex: [REDACTED]

Referring Physician: LEHMAN, R TROY (Alliance Health Woodward)

X-Ray No: 911328\_WRH [UID: WO20170622142943]

Date of Exam: 6/22/2017 (Received on: 6/22/2017 2:29:43 PM)

Reason for Exam: Postmenopausal bleeding with pain

EXAM: COMPLETE TRANSVAGINAL PELVIC ULTRASOUND.

Ultrasound interpreted with permanently recorded images.

TECHNIQUE: Ultrasound images of the pelvis were obtained transvaginally.

**FINDINGS:**

UTERUS: The uterus is normal in position. Normal uterine parenchymal echotexture without evidence of fibroids or mass.

The uterus measures 5.4 x 2.8 x 3.4 cm.

The endometrium is hyperechoic and measures a thickness of 19 mm, which is abnormal..

ADNEXA/OVARIES: Neither ovary is visualized.

OTHER: There is no free fluid in the cul-de-sac.

URINARY BLADDER: Visualized portions are normal as imaged.

**IMPRESSION:**

1. Abnormally thickened endometrium with irregular margins. Mass not excluded.

All reports both verbal and nonverbal are conducted in the Central Time zone unless otherwise specified.

*(Continued...)*



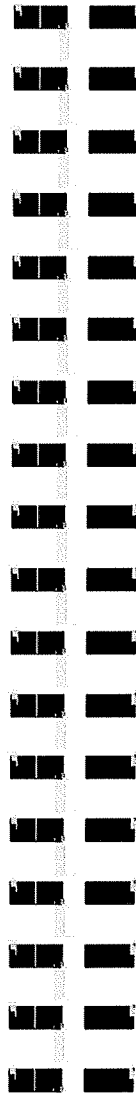


Name: H [REDACTED], P [REDACTED] F  
Date of Birth: [REDACTED] Sex: F

*(...continued from page 1.)*

By Carole M. Dentino, M.D. (Radiologist)  
Electronically signed by CAROLE M. DENTINO, M.D. 06/22/2017 - 15:25:18

L:197 R:cmd\ T:cmd (dia360VR)



**AllianceHealth Woodward**

900 17th Street  
Woodward, OK 73801  
580 254 8661

**OPERATIVE REPORT**

Name: H [REDACTED] P [REDACTED]

MRN:	911328	Room #:	V111	DOB:	[REDACTED]
Account #:	2404358	Bed #:	01	Age:	[REDACTED]
Service Code:	SOP			Sex:	[REDACTED]
ADM DATE:	07/11/2017			DOS:	07/11/2017

Dictated By: LEHMAN, R. T DO  
 Attending Physician: LEHMAN, R TROY DO  
 Primary Care Physician: KLASSEN, WALTER MD

PREOPERATIVE DIAGNOSIS: Postmenopausal bleeding, recurrent.

POSTOPERATIVE DIAGNOSES:

1. Postmenopausal bleeding, recurrent, with endometrial polyp.
2. Endometrial hyperplasia.

PROCEDURES:

1. Hysteroscopy.
2. Dilatation and curettage.

ANESTHESIA: General endotracheal tube, Jenning.

ASSISTANT: Sam Patten, CSFA

COMPLICATIONS: None.

ESTIMATED BLOOD LOSS: Less than 50 cc.

INTRAVENOUS FLUIDS: 900 cc.

URINE OUTPUT: 150 cc.

FINDINGS: Hysteroscopic findings demonstrated endometrial polyp near the right fallopian tube os and significant hyperplasia over the left side of the uterus. The left tubal ostia could not be visualized. Some of this hyperplasia was hypervascular and concerning for endometrial atypia. Photodocumentation was made of all significant findings.

PROCEDURE IN DETAIL: After ensuring informed consent, the patient was brought to the operating room and placed in dorsal supine position. After adequate anesthesia was obtained, the patient was transferred to the dorsal lithotomy position, and the perineum and vagina were prepped and draped in normal sterile fashion.

A bivalved speculum was then placed in the patient's vagina, and the anterior lip of the cervix was grasped with a single-tooth tenaculum. The cervix was sounded with the uterine probe and dilated with Hegar dilators to approximately 7 mm. A diagnostic hysteroscope was then inserted through the endocervical canal, and hysteroscopy was performed with the above-noted findings. The polyp noted at the right tubal ostia was grabbed with a hysteroscopic grasper and submitted in toto separately. The hysteroscope was then removed, and the

**Final Chart Copy**

Page 1 of 2

F [REDACTED] H [REDACTED] Med 2021-201

OSBOE Q4 BOARD MATERIALS 0176





## OPERATIVE REPORT

Name: H [REDACTED] P [REDACTED]

MRN: 911328  
Account #: 2404358

DOB: [REDACTED]  
ADM DATE: 07/11/2017

bivalved speculum was replaced. A small endometrial curette was then used to perform curettage of the endometrial cavity until a fine gritty texture was obtained. All endometrial curettings were retrieved with a Telfa pad and submitted to Pathology for evaluation. The single-tooth tenaculum was then removed from the patient's cervix as was the speculum. Residual blood in the vaginal vault was removed with a Ray-Tec sponge.

The patient tolerated the procedure well. Sponge and instrument counts were correct x2. The patient was then awakened from anesthesia and transferred to the recovery room in stable condition. She was instructed to follow up in the office in 2 weeks for pathology review and further treatment as needed.

This document is electronically signed by: R. Troy Lehman DO on 07/17/2017 at 1:27:14 PM (CST)  
Verification: 8784426220170717132714 .

Print CC:  
Fax CC:

D Date / Time: 07/11/2017 10:35 AM CT  
T Date / Time: 07/11/2017 07:50 PM CT  
R Date / Time:  
S Job #: WRH87844262  
D Job #: 10813  
MT: 571385

**Final Chart Copy**

Page 2 of 2

F [REDACTED] H [REDACTED] Medical Records

OSBOE Q4 BOARD MATERIALS 0177  
2024-201 Lehman 161

FINAL for H [REDACTED] P [REDACTED] (S2017-010070)

### Heartland Pathology Consultants, PC

3509 French Park Drive, Suite D  
Edmond, OK 73034

Phone: (405) 715-4500 Fax: (405) 715-4519

H [REDACTED] P [REDACTED]  
MRN: 12186961  
ACN: 12186962  
DOB: [REDACTED]  
Sex: [REDACTED] Age: [REDACTED]  
Chart:  
Copy: WOODWARD REGIONAL HOSP

CASE: S2017-010070 Client: ALLIANCE HEALTH WOODWA  
Room No: 900 17TH ST  
Report Date: 07 13 2017 WOODWARD OK 73801  
Report Time: 1236 HPC1434 (580) 256-5511  
Collected: 07 11 2017 Doctor: RICHARD TROY LEHMAN DO  
Received: 07 11 2017 HPD0808 (580) 571-8081  
SCW KC RN

#### REQUISITION INFORMATION:

1) Endometrial polyp. 2) Endometrial curettings. Preop dx: Postmenopausal bleeding.

#### GROSS:

- A. Labeled "1, endometrial polyp." Received in formalin is a single polypoid fragment of tan soft tissue measuring 1.3 x 0.2 x 0.1 cm. The specimen is submitted in toto, as is, in cassette A.
- B. Labeled "2, endometrial curettings." Received in formalin are multiple fragments of tan-to-brown soft tissue admixed with mucus and blood measuring approximately 2.8 x 2.0 cm in aggregate dimension. The specimens are submitted in toto, as is, in cassette B.

RHO:AK/th

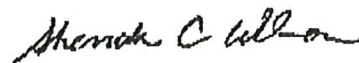
#### DIAGNOSIS:

- A. Endometrium-Biopsy  
- Endometrial polyp.
- B. Endometrium-Curettage  
- High-grade endometrial adenocarcinoma. (see note).

#### NOTE(S):

B. The majority of the specimen consists of malignant glandular epithelium arranged in a back-to-back pattern. Solid areas of carcinoma are readily identifiable. Focally, there are squamoid, clear cell and spindle cell areas. Necrosis is present. The histologic findings are consistent with high-grade endometrial adenocarcinoma. Further classification of this tumor is deferred pending complete excision. This case has been reviewed by Drs. Love and Oneson who concur with the above diagnosis.

#### SIGNATURE:



SHERRITA C WILSON MD  
Pathologist  
(Case signed 07 13 2017 at 1236)



FINAL for H [REDACTED] P [REDACTED] (S2017-010070)

### Heartland Pathology Consultants, PC

3509 French Park Drive, Suite D  
Edmond, OK 73034

Phone: (405) 715-4500 Fax: (405) 715-4519

H [REDACTED] P [REDACTED]  
MRN: 12186961  
ACN: 12186962  
DOB: [REDACTED]  
Sex: [REDACTED] Age: [REDACTED]  
Chart:  
Copy: WOODWARD REGIONAL HOSP

CASE: S2017-010070 Client: ALLIANCE HEALTH WOODWA  
Room No: 900 17TH ST  
Report Date: 07 13 2017 WOODWARD OK 73801  
Report Time: 1236 HPC1434 (580) 256-5511  
Collected: 07 11 2017 Doctor: RICHARD TROY LEHMAN DO  
Received: 07 11 2017 HPD0808 (580) 571-8081  
SCW KC RN

**CHARGE(S):**

Code	CPT	Count
88305		2

**AllianceHealth Woodward**

900 17th Street  
Woodward, OK 73801  
580 254 8661

**OPERATIVE REPORT**

Name: H [REDACTED] P [REDACTED]

MRN:	911328	Room #:	V120	DOB:	[REDACTED]
Account #:	2407737	Bed #:	01	Age:	[REDACTED]
Service Code:	SOP			Sex:	[REDACTED]
ADM DATE:	08/03/2017			DOS:	08/03/2017

Dictated By: LEHMAN, R. T DO  
Attending Physician: LEHMAN, R TROY DO  
Primary Care Physician: KLASSEN, WALTER MD

PREOPERATIVE DIAGNOSIS: Uterine adenocarcinoma.

POSTOPERATIVE DIAGNOSIS: Uterine adenocarcinoma.

**OPERATIONS PERFORMED:**

1. Laparoscopically assisted vaginal hysterectomy with bilateral salpingo-oophorectomy.
2. Pelvic washings.

ANESTHESIA: General endotracheal tube; Canaan Champion, CRNA.

ASSISTANT: Jack Meyers, LPN.

COMPLICATIONS: None.

ESTIMATED BLOOD LOSS: 22 mL.

IV FLUIDS: 700 mL.

URINE OUTPUT: 100 mL.

FINDINGS: Bimanual examination under anesthesia revealed a mid plane uterus that was small in size, no adnexal masses were palpable. Laparoscopic findings demonstrated a normal-appearing uterus. The adnexa were unremarkable and demonstrated no overt pathology. There was no excrescences or pelvic lesions noted on exam. Pelvic washings were performed to ensure containment within the uterine cavity.

PROCEDURE IN DETAIL: After ensuring informed consent, the patient was brought to the operating room and placed in the dorsal supine position. After adequate anesthesia was obtained, the patient was transferred to the dorsal lithotomy position, and the abdomen and perineum were prepped and draped in a normal sterile fashion.

A bivalved speculum was placed in the patient's vagina and the anterior lip of the cervix was grasped with a single-tooth tenaculum. A Hulka tenaculum was then inserted through the endocervical canal and attached to the anterior lip of the cervix. The single-tooth tenaculum and bivalved speculum were then removed. A Foley catheter was then placed in the patient's bladder to bedside drainage.

The infraumbilical space was then injected with 0.5% Sensorcaine with epinephrine and incised with a #15 blade. A Veress needle was then inserted through this incision into the pelvic cavity using a 45-degree angle midline

**Final Chart Copy**

Page 1 of 3

F [REDACTED] H [REDACTED] M [REDACTED]  
2021.20  
**OSBOE Q4 BOARD MATERIALS 0180**



## OPERATIVE REPORT

Name: H [REDACTED] P [REDACTED]

MRN: 911328

DOB: [REDACTED]

Account #: 2407737

ADM DATE: 08/03/2017

approach. Insufflation of CO2 gas was then used to establish an adequate pneumoperitoneum. The Veress needle was then removed, and a 5 mm trocar and port were inserted through the infraumbilical incision into the pelvic cavity. The trocar was then removed and a diagnostic laparoscope was inserted through the trocar sleeve, when correct placement was verified.

The patient was then placed in Trendelenburg position. The laparoscope was used to transilluminate the lower abdominal wall and two secondary laparoscopic ports were placed in the left and right lower quadrants after injecting with 0.5% Sensorcaine with epinephrine. These ports were inserted directly under laparoscopic guidance into the pelvic cavity. Once these ports were placed, laparoscopic incisions were then used through these ports for manipulation of the pelvic contents.

Normal saline was introduced using an irrigator aspirator in the pelvis and gently sloshed around the pelvic structures including the intestines, colon, adnexa, and uterus. It was then aspirated using the irrigator aspirator into a suction tube for cytology.

The right tube and ovary were grasped with endoscopic grasper from the left lateral port and retracted medially. A LigaSure device was then used to dissect the infundibulopelvic ligament and the right pelvic sidewall incorporating the right round ligament to the bifurcation of the anterior and posterior broad ligament. A bladder flap was created along the anterior surface of the uterus from the right side using the LigaSure device. Dissection was also performed using the LigaSure device of the uterine artery along the right side with care to maintain good hemostasis. A similar procedure was performed on the contralateral side using the endoscopic graspers to retract the left tube and ovary medially and the LigaSure device to dissect down the left infundibulopelvic ligament to the bifurcation of the anterior and posterior broad ligament. Once this procedure was complete and the bladder flap was completed from the left side, all instruments were removed from the pelvic cavity and the abdominal field was covered with a sterile towel.

The Hulka tenaculum was then removed from the patient's cervix. A weighted speculum was placed in the patient's vagina and the cervix was regrasped with a double-tooth tenaculum. A Deaver retractor was then placed in the anterior vagina. The cervix was then circumferentially injected with 10 cc of 1% lidocaine with 10 units of vasopressin. An elliptical incision was made at the cervicovaginal junction using a #22 blade. The vaginal mucosa was then pushed away from the lower cervix using a Ray-Tec sponge. The posterior cul-de-sac was entered with sharp dissection using Mayo scissors. The posterior peritoneum and vaginal mucosa were then tagged with a single suture of Vicryl. Once this was accomplished, the Auvard speculum was removed and replaced by a Steiner speculum into the posterior cul-de-sac. The anterior cul-de-sac was dissected in a similar fashion using Metzenbaum scissors, and a Deaver retractor was placed in the anterior cul-de-sac. The remaining uterosacral ligaments and paracervical tissues were then dissected using a hand-held LigaSure device until the uterus and adnexa were entirely removed from the pelvis. Sponge sticks were used to ensure good hemostasis along the pelvic sidewalls. The vaginal mucosa was then grasped with Allis forceps at the lateral angles. The Steiner speculum was removed from the posterior cul-de-sac and was replaced with an Auvard speculum into the patient's vagina. The vaginal mucosa was then closed with 0 Vicryl suture in a running locking fashion from the lateral aspect towards the midline with care to incorporate the ipsilateral cardinal ligaments and the anterior and posterior peritoneum where possible. These sutures were tied in the midline. All sutures were then cut to length and all instruments were removed from the patient's vagina.

The pneumoperitoneum was then placed reestablished and a second look with laparoscopy revealed good hemostasis along the vaginal cuff. The pelvic sidewalls were also noted to be hemostatic. All instruments were then removed from the pelvic cavity and evacuation of CO2 gas accomplished through the trocar ports. The trocar

**Final Chart Copy**

Page 2 of 3

P [REDACTED] H [REDACTED] Medical Records

2024 201 Lehman 240  
**OSBOE Q4 BOARD MATERIALS 0181**

## OPERATIVE REPORT

Name: H [REDACTED] P [REDACTED]

MRN: 911328  
Account #: 2407737

DOB: [REDACTED]  
ADM DATE: 08/03/2017

sleeves were then removed and the skin was closed with 4-0 Vicryl in a subcutaneous fashion and dressed with Dermabond solution.

The patient tolerated the procedure well. Sponge, lap, needle, and instrument counts were correct x2. The patient was then awakened from anesthesia and transferred to the recovery room in stable condition.

This document is electronically signed by: R. Troy Lehman DO on 08/09/2017 at 6:46:51 AM (CST)  
Verification: 8807497920170809064651 .

Print CC:  
Fax CC:

D Date / Time: 08/03/2017 09:24 AM CT  
T Date / Time: 08/03/2017 02:41 PM CT  
R Date / Time:  
S Job #: WRH88074979  
D Job #: 11107  
MT: 1264154

Final Chart Copy  
Page 3 of 3

S [REDACTED], F [REDACTED] (#HF261436520)

**AllianceHealth Woodward**  
900 17th Street  
Woodward, OK 73801  
580 254 8661

**OPERATIVE REPORT**

**Name:** S [REDACTED] F [REDACTED]

MRN:	944381	Room #:	V123	DOB:	[REDACTED]
Account #:	2533476	Bed #:	01	Age:	[REDACTED]
Service Code:	SOP			Sex:	[REDACTED]
ADM DATE:	10/31/2019			DOS:	10/31/2019

Dictated By: LEHMAN, R. DO  
 Attending Physician: LEHMAN, R. DO  
 Primary Care Physician: DUFFY, KENNETH

DATE OF SURGERY: 10/31/2019

SURGEON: R. Troy Lehman, DO

PREOPERATIVE DIAGNOSIS: Endometrial adenocarcinoma as documented by dilatation and curettage.

POSTOPERATIVE DIAGNOSIS: Endometrial adenocarcinoma as documented by dilatation and curettage.

OPERATIONS PERFORMED:

1. Laparoscopically assisted vaginal hysterectomy with bilateral salpingo-oophorectomy.
2. Pelvic washings.

ANESTHESIA: General endotracheal tube; Gerald Joseph, CRNA.

ASSISTANT: Jack Meyers, CSFA.

COMPLICATIONS: None.

ESTIMATED BLOOD LOSS: Less than 50 mL.

IV FLUIDS: 1200 mL.

URINE OUTPUT: 200 mL.

FINDINGS: Bimanual examination under anesthesia revealed an anteverted and anteflexed uterus of normal size. No adnexal masses could be palpated. Laparoscopic findings demonstrated a normal-appearing liver and gallbladder. Uterus appeared to be normal, and there were no serosal excrescences or abnormalities noted to the contour of the uterus or fallopian tubes or ovaries. There was a mild omental adhesion noted along the left anterior portion of the abdomen. This was removed simply by gentle retraction. Photodocumentation was made of all significant findings.

PROCEDURE IN DETAIL: After ensuring informed consent, the patient was brought to the operating room and placed in the dorsal supine position. After adequate anesthesia was obtained, the patient was



S [REDACTED], F [REDACTED] (#HF261436520)

**OPERATIVE REPORT****Name:** S [REDACTED] F [REDACTED]**MRN:** 944381**DOB:** [REDACTED]**Account #:** 2533476**ADM DATE:** 10/31/2019

transferred to the dorsal lithotomy position, and the abdomen and perineum were prepped and draped in a normal sterile fashion.

A bivalved speculum was placed in the patient's vagina and the anterior lip of the cervix was grasped with a single-tooth tenaculum. A Hulka tenaculum was then inserted through the endocervical canal and attached to the anterior lip of the cervix. The single-tooth tenaculum and bivalved speculum were then removed. A Foley catheter was then placed in the patient's bladder to bedside drainage.

The infraumbilical space was then injected with 0.5% Sensorcaine with epinephrine and incised with a #15 blade. A Veress needle was then inserted through this incision into the pelvic cavity using a 45-degree angle midline approach. Insufflation of CO2 gas was then used to establish an adequate pneumoperitoneum. The Veress needle was then removed, and a 5 mm trocar and port were inserted through the infraumbilical incision into the pelvic cavity. The trocar was then removed and a diagnostic laparoscope was inserted through the trocar sleeve, when correct placement was verified.

The patient was then placed in Trendelenburg position. The laparoscope was used to transilluminate the lower abdominal wall and two secondary laparoscopic ports were placed in the left and right lower quadrants after injecting with 0.5% Sensorcaine with epinephrine. These ports were inserted directly under laparoscopic guidance into the pelvic cavity. After all ports were placed, 60 mL of normal saline was instilled into the pelvic cavity using a 60 cc syringe. These were then gently agitated throughout the pelvic cavity and suctioned out using a Lukens tube for submission to cytology. Once these ports were placed, laparoscopic incisions were then used through these ports for manipulation of the pelvic contents.

The right tube and ovary were grasped with endoscopic grasper from the left lateral port and retracted medially. A LigaSure device was then used to dissect the infundibulopelvic ligament and the right pelvic sidewall incorporating the right round ligament to the bifurcation of the anterior and posterior broad ligament. A bladder flap was created along the anterior surface of the uterus from the right side using the LigaSure device. Dissection was also performed using the LigaSure device of the uterine artery along the right side with care to maintain good hemostasis. A similar procedure was performed on the contralateral side using the endoscopic graspers to retract the left tube and ovary medially and the LigaSure device to dissect down the left infundibulopelvic ligament to the bifurcation of the anterior and posterior broad ligament. Once this procedure was complete and the bladder flap was completed from the left side, all instruments were removed from the pelvic cavity and the abdominal field was covered with a sterile towel.

The Hulka tenaculum was then removed from the patient's cervix. A weighted speculum was placed in the patient's vagina and the cervix was regrasped with a double-tooth tenaculum. A Deaver retractor was then placed in the anterior vagina. The cervix was then circumferentially injected with 10 cc of 1% lidocaine with 10 units of vasopressin. An elliptical incision was made at the cervicovaginal junction using a #22 blade. The vaginal mucosa was then pushed away from the lower cervix using a Ray-Tec sponge. The posterior cul-de-sac was entered with sharp dissection using Mayo scissors. The posterior peritoneum and vaginal mucosa were then tagged with a single suture of Vicryl. Once this was accomplished, the Auvard speculum was removed and replaced by a Steiner speculum into the posterior cul-de-sac. The anterior cul-de-sac was dissected in a similar fashion using Metzenbaum scissors, and a Deaver retractor was placed in the anterior cul-de-sac. The remaining uterosacral ligaments and paracervical tissues were then dissected using a hand-held LigaSure device until the uterus and adnexa were entirely removed from the pelvis. Sponge sticks were used to ensure good hemostasis along the pelvic sidewalls. The vaginal mucosa was then grasped with Allis forceps at the lateral angles. The Steiner speculum was removed from the posterior cul-de-sac and was replaced with an Auvard speculum into the patient's vagina. The vaginal mucosa was then closed with 0 Vicryl suture in a running locking



S [REDACTED], F [REDACTED] (#HF261436520)

**OPERATIVE REPORT****Name:** S [REDACTED], F [REDACTED]MRN: 944381  
Account #: 2533476DOB: [REDACTED]  
ADM DATE: 10/31/2019

fashion from the lateral aspect towards the midline with care to incorporate the ipsilateral cardinal ligaments and the anterior and posterior peritoneum where possible. These sutures were tied in the midline. All sutures were then cut to length and all instruments were removed from the patient's vagina.

The pneumoperitoneum was then placed reestablished and a second look with laparoscopy revealed good hemostasis along the vaginal cuff. The pelvic sidewalls were also noted to be hemostatic. All instruments were then removed from the pelvic cavity and evacuation of CO2 gas accomplished through the trocar ports. The trocar sleeves were then removed and the skin was closed with 4-0 Vicryl in a subcutaneous fashion and dressed with Dermabond solution.

The patient tolerated the procedure well. Sponge, lap, needle, and instrument counts were correct x2. The patient was then awakened from anesthesia and transferred to the recovery room in stable condition.

---

**R. Troy Lehman, DO**D: 11/18/2019 16:26:27 CST  
T: 11/19/2019 01:23:47 CST  
R: CST  
S Job #: 314028  
D Job #: 861949395  
MT: MODL

S [REDACTED], F [REDACTED] (#HF261436520)

Patient: S [REDACTED], F [REDACTED] (BL, DOB: 09/25/19 [REDACTED])

Race: [REDACTED]  
Language: [REDACTED]  
Ethnicity: [REDACTED]

Encounter ID: 88938936  
Primary Ins: Blue Cross Blue Shield Oklahoma (BCBS OK)

Location: R Troy Lehman DO PC  
1000 15TH STREET  
WOODWARD, OK, 73801-3008  
(580)571-3160  
DOS: 10/22/2019

Provider: Dr. RICHARD TROY Referring: Elliott Aprn, Joanna  
LEHMAN, DO

**Subjective**

**Chief Complaint**

Reviewed pathology showing endometrioid type adenocarcinoma of the uterus. Recommend full hysterectomy with pelvic washings asap.

**Post Op Visit: Surgery**

Question	Comments
Type of Surgery:	Hysto and d&c
Returned to normal routine?	Yes
Is pain (if any) tolerable?	No
Bleeding?	No

**Medication List**

ketorolac 10 mg tablet - 1 tablet by mouth every 6 hours  
naproxen 250 mg tablet

**Allergies**

The patient has no known allergies.

**Review of Systems**

**Genitourinary**

**Female Genitalia**

Reported: Postmenopausal Bleeding.

**Objective**

**Vital Signs**

**Blood Pressure**

161/70 (Left Brachial, Sitting, Standard, High)

**Pulse**

67 (Left Radial, REGULAR rhythm, Normal quality, Normal)

**Weight**

221 lb

**Height**

5' 7"

**BMI Flag**

Electronically Signed and Reviewed by LEHMAN, RICHARD 12/13/2021 05:33:29



S [REDACTED], F [REDACTED] ( [REDACTED] ) #HF261436520

Obese ( 34.6 )

## Assessment

### Diagnosis

C541 Malignant neoplasm of endometrium

## Plan

### Procedures

RX-MICKS

SX-10/31/2019

PO-11/18/2019

DR RECOMMENDED LAVH-BSO; AND PELVIC WASHINGS

PATIENT REQUEST AND CONSENT SIGNED BUT NOT DATED

### Follow-Up

Follow-Up ( As Needed) with LEHMAN, RICHARD

Notes: FOR POSTOP AFTER PROCEDURE

Electronically Signed and Reviewed by LEHMAN, RICHARD 12/13/2021 05:33:29

## Rendering Provider Signature



S [REDACTED], F [REDACTED] (#HF261436520)

Patient: S [REDACTED], F [REDACTED] (BL, 09/25/19) [REDACTED]

DOB: [REDACTED]  
Race: [REDACTED]  
Language: [REDACTED]  
Ethnicity: [REDACTED]

Encounter ID: 87733765  
Primary Ins: Blue Cross Blue Shield Oklahoma (BCBS OK)

Location: R Troy Lehman DO PC  
1000 15TH STREET  
WOODWARD, OK, 73801-3008  
(580)571-3160  
DOS: 09/30/2019

Provider: Dr. RICHARD TROY Referring: Elliott Aprn, Joanna  
LEHMAN, DO

**Subjective**

**Chief Complaint**

TVUS shows thickened endometrium measuring 17mm.

**REFERRAL: REFERRAL TYPE**

Question	Comments
REFERRAL FROM?	ELLIOTT
REFERRAL TYPE?	AUB
PREVIOUS LAB WORK?	No
PREVIOUS ULTRASOUND?	Yes

**Medication List**

naproxen 250 mg tablet

**Allergies**

The patient has no known allergies.

**Obstetric Hx**

**Pregnancy Hx**

Total Preg.	Full Term	Premature	Ab. Induced	Ab. Spontaneous	Ectopics	Multiple Births	Living
1	1						1
Date	GA Weeks	Labor Length	Birth Weight	Delivery Type	Anes.	Place of Delivery	Preterm
06/17/1980	40	4		Vaginal	None	Hospital	No

**Surgical Hx**

**Positive History**

The patient reports a history of Cataract extraction, Cholecystectomy.

**Review of Systems**

**Genitourinary**

**Female Genitalia**

Reported: Bleeding Between Periods. Change in Periods - Interval. Change in Periods - Duration. Postmenopausal Bleeding.

**Objective**

R TROY LEHMAN DO PC | 1000 15TH STREET, WOODWARD, OK 73801-3008 | Phone (580)571-3160



Electronically Signed and Reviewed by LEHMAN, RICHARD 12/13/2021 05:16:48

**Vital Signs**

**Blood Pressure**

184/72 (Left Brachial, Sitting, Standard, High)

**Pulse**

74 (Left Radial, REGULAR rhythm, Normal quality, Normal)

**Weight**

220 lb

**Height**

5' 7"

**BMI Flag**

Obese ( 34.5 )

**LMP**

07/01/2019

**Physical Exam**

**Genitourinary (F)**

**External Genitalia**

External genitalia is without erythema, lesions, or masses.

**Vagina**

Vaginal mucosa is pink. There is no cystocele or rectocele.

**Uterus**

The uterine body is normal size and without masses.

The uterus is midline, smooth, and enlarged.

**Assessment**

**Diagnosis**

N951 Menopausal and female climacteric states

N950 Postmenopausal bleeding

**Plan**

**Procedures**

DR RECOMMENDS HYSTO D&C PER U/S

SURG :10/03/2019

PO: 10/22/2019 @9:10 AM

**Rendering Provider Signature**

R TROY LEHMAN DO PC | 1000 15TH STREET, WOODWARD, OK 73801-3008 | Phone (580)571-3160

*RTL DO*

Electronically Signed and Reviewed by LEHMAN, RICHARD 12/13/2021 05:16:48

S [REDACTED] #HF261436520

**AllianceHealth Woodward**  
900 17th Street  
Woodward, OK 73801  
580 254 8661

**OPERATIVE REPORT**

**Name:** S [REDACTED] F [REDACTED]

MRN: 944381 Room #: 123 DOB: [REDACTED]  
Account #: 2530069 Bed #: 1 Age: [REDACTED]  
Service Code: SOP Sex: [REDACTED]  
ADM DATE: 10/03/2019 DOS: [REDACTED]

Dictated By: LEHMAN, R. DO  
Attending Physician: LEHMAN, R. DO  
Primary Care Physician: DUFFY, KENNETH

DATE OF SURGERY: 10/03/2019

SURGEON: R. Troy Lehman, DO

PREOPERATIVE DIAGNOSIS: Postmenopausal bleeding.

POSTOPERATIVE DIAGNOSIS: Postmenopausal bleeding.

**OPERATIONS PERFORMED:**

- 1. Hysteroscopy.
- 2. Dilatation and curettage.

ANESTHESIA: General endotracheal tube, Gerald Joseph, CRNA

ASSISTANTS: Carey Longhofer, CSFA and Esmeralda Sarabia, LPN

COMPLICATIONS: None.

ESTIMATED BLOOD LOSS: Less than 50 mL.

IV FLUIDS: 1000 mL.

URINE OUTPUT: 20 mL.

**FINDINGS:** Bimanual examination under anesthesia revealed an anteverted, anteflexed uterus of normal size. No adnexal masses could be palpated. Hysteroscopic findings demonstrated a thickened endometrial cavity with papillomatous-appearing tissue on the posterior wall of the uterus. On visualization of the uterus, both tubal ostia were identified and the posterior wall of the uterus was filled with worm-like structures with vascular centers. Photodocumentation was made of all significant findings.

**DESCRIPTION OF PROCEDURE:** After ensuring informed consent, the patient was brought to the operating room and placed in the dorsal supine position. After adequate anesthesia was obtained, the patient was transferred to the dorsal lithotomy position, and the perineum and vagina were prepped and draped in normal sterile fashion.



S [REDACTED], F [REDACTED] ( [REDACTED] ) #HF261436520

**OPERATIVE REPORT**

**Name:** S [REDACTED] F [REDACTED]

**MRN:** 944381

**DOB:** [REDACTED]

**Account #:** 2530069

**ADM DATE:** 10/03/2019

A bivalve speculum was placed in the patient's vagina and the anterior lip of the cervix was grasped with a single-tooth tenaculum. The cervix was then serially dilated with Hegar dilators to approximately 7 mm. A hysteroscope was then inserted through the endocervical canal. Endometrial tissue was visualized with the hysteroscope as described above.

The hysteroscope was then removed and a medium-sized endometrial curette was inserted through the endocervical canal. Endometrial curettage was performed in a 360-degree fashion until a fine gritty texture was obtained in all quadrants. The endometrial curettings were retrieved with a Telfa pad and submitted to Pathology. Residual blood in the vaginal vault was retrieved with a Ray-Tec sponge.

The single-tooth tenaculum and bivalve speculum were then removed.

The patient tolerated the procedure well. Sponge, lap, needle, and instrument counts were correct x2. The patient was then awakened from anesthesia and transferred to the recovery room in stable condition. She was given prescriptions for Motrin and instructed to follow up in the office in 2 weeks.

\_\_\_\_\_  
R. Troy Lehman, DO

D: 10/08/2019 16:40:28 CST

T: 10/08/2019 17:26:14 CST

R: CST

S Job #: 276432

D Job #: 857107266

MT: MODL



Y [REDACTED] D [REDACTED] #HF249256737

Patient: Y [REDACTED] D [REDACTED]  
(MB  
06/13/19)  
[REDACTED]

DOB : [REDACTED]  
Race: [REDACTED]  
Language: [REDACTED]  
Ethnicity: [REDACTED]

Encounter ID: 83132346  
Primary Ins: Medicare Part B  
Oklahoma \*

Location: R Troy Lehman DO PC  
1000 15TH STREET  
WOODWARD, OK, 73801-3008  
(580)571-3160  
DOS: 07/01/2019  
Provider: Dr. RICHARD TROY  
LEHMAN, DO

**Subjective**

**Chief Complaint:**  
Pathology from D&C confirms endometrial adenocarcinoma. Stage cannot be determined without full hysterectomy including pelvic washings. Due to size of uterus, a LAVH may not be possible and I may have to perform a TAH-BSO.

**Post Op Visit: Surgery**

Question	Comments
Type of Surgery:	D&C
Returned to normal routine?	Yes
Is pain (if any) tolerable?	No
Incisions: Clean, Dry without Drainage?	Yes
Bleeding?	Yes

**Allergies**  
The patient has no known allergies.

**Objective**

**Vital Signs**  
**Blood Pressure**  
161/87 (Left Brachial, Sitting, Standard, High)  
**Pulse**  
80 (Left Radial, REGULAR rhythm, Normal quality, Normal)  
**Weight**  
230 lb  
**Height**  
5' 8"  
**BMI Flag**  
Obese ( 35.0 )

**Assessment**

**Diagnosis**  
C541 Malignant neoplasm of endometrium  
R TROY LEHMAN DO PC | 1000 15TH STREET, WOODWARD, OK 73801-3008 | Phone (580)

Electronically Signed and Reviewed by LEHMAN, RICHARD 12/13/2021 04:58:33



D259 Leiomyoma of uterus, unspecified  
N950 Postmenopausal bleeding

**Plan**

**Procedures**

MALIGNANT NEOPLASM OF ENDOMETRIUM FOUND  
DR RECS LAVH-BSO W/ POSS TAN-BSO  
SX DATE: 7/11/19  
PO:7/29/19  
ORDERS SENT TODAY

**Follow-Up**

Follow-Up (3 Weeks) with LEHMAN, RICHARD  
Notes: PO LAVH POSS BSO

Electronically Signed and Reviewed by LEHMAN, RICHARD 12/13/2021 04:58:33

**Rendering Provider Signature**



Y [REDACTED] D [REDACTED] #HF249256737

**AllianceHealth Woodward**  
900 17th Street  
Woodward, OK 73801  
580 254 8661

**OPERATIVE REPORT**

Name: Y [REDACTED] D [REDACTED]

MRN: 10019 Room #: V116 DOB: [REDACTED]  
Account #: 2516296 Bed #: 01 Age: [REDACTED]  
Service Code: SOP Sex: [REDACTED]  
ADM DATE: 07/11/2019 DOS: [REDACTED]

Dictated By: LEHMAN, R. DO  
Attending Physician: LEHMAN, R. DO  
Primary Care Physician: BERENDS, JENNIFER

DATE OF SURGERY: 07/11/2019

SURGEON: R. Troy Lehman, DO

PROCEDURE: Laparoscopically assisted vaginal hysterectomy with bilateral salpingo-oophorectomy.

ANESTHESIA: General endotracheal tube, Marisa Endersby, CRNA

ASSISTANT: Jack Myers, CSFA and Tiffany Fluitt, LPN

COMPLICATIONS: None.

ESTIMATED BLOOD LOSS: 300 mL.

IV FLUIDS: 1000 mL.

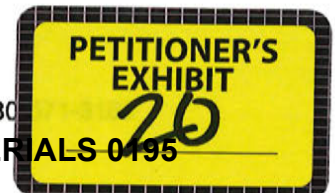
URINE OUTPUT: 100 mL.

FINDINGS: Bimanual examination under anesthesia revealed an enlarged uterus. Laparoscopic findings demonstrated normal-appearing liver. Uterus itself was significantly enlarged, but no evidence of fibroids were noted. Ovaries were unremarkable bilaterally as were the fallopian tubes. Photodocumentation was made of all significant findings.

PROCEDURE IN DETAIL: After ensuring informed consent, the patient was brought to the operating room and placed in the dorsal supine position. After adequate anesthesia was obtained, the patient was transferred to the dorsal lithotomy position, and the abdomen and perineum were prepped and draped in a normal sterile fashion.

A bivalved speculum was placed in the patient's vagina and the anterior lip of the cervix was grasped with a single-tooth tenaculum. A Hulka tenaculum was then inserted through the endocervical canal and attached to the anterior lip of the cervix. The single-tooth tenaculum and bivalved speculum were then removed. A Foley catheter was then placed in the patient's bladder to bedside drainage.

The infraumbilical space was then injected with 0.5% Sensorcaine with epinephrine and incised with a #15 blade. A Veress needle was then inserted through this incision into the pelvic cavity using a 45-



Y [REDACTED] D [REDACTED] #HF249256737

**OPERATIVE REPORT**

Name: Y [REDACTED] D [REDACTED]

MRN: 10019

DOB: [REDACTED]

Account #: 2516296

ADM DATE: 07/11/2019

degree angle midline approach. Insufflation of CO2 gas was then used to establish an adequate pneumoperitoneum. The Veress needle was then removed, and a 5 mm trocar and port were inserted through the infraumbilical incision into the pelvic cavity. The trocar was then removed and a diagnostic laparoscope was inserted through the trocar sleeve, when correct placement was verified.

The patient was then placed in Trendelenburg position. The laparoscope was used to transilluminate the lower abdominal wall and two secondary laparoscopic ports were placed in the left and right lower quadrants after injecting with 0.5% Sensorcaine with epinephrine. These ports were inserted directly under laparoscopic guidance into the pelvic cavity. Once these ports were placed, laparoscopic incisions were then used through these ports for manipulation of the pelvic contents.

The right tube and ovary were grasped with endoscopic grasper from the left lateral port and retracted medially. A LigaSure device was then used to dissect the infundibulopelvic ligament and the right pelvic sidewall incorporating the right round ligament to the bifurcation of the anterior and posterior broad ligament. A bladder flap was created along the anterior surface of the uterus from the right side using the LigaSure device. Dissection was also performed using the LigaSure device of the uterine artery along the right side with care to maintain good hemostasis. A similar procedure was performed on the contralateral side using the endoscopic graspers to retract the left tube and ovary medially and the LigaSure device to dissect down the left infundibulopelvic ligament to the bifurcation of the anterior and posterior broad ligament. Once this procedure was complete and the bladder flap was completed from the left side, all instruments were removed from the pelvic cavity and the abdominal field was covered with a sterile towel.

The Hulka tenaculum was then removed from the patient's cervix. A weighted speculum was placed in the patient's vagina and the cervix was regrasped with a double-tooth tenaculum. A Deaver retractor was then placed in the anterior vagina. The cervix was then circumferentially injected with 10 cc of 1% lidocaine with 10 units of vasopressin. An elliptical incision was made at the cervicovaginal junction using a #22 blade. The vaginal mucosa was then pushed away from the lower cervix using a Ray-Tec sponge. The posterior cul-de-sac was entered with sharp dissection using Mayo scissors. The posterior peritoneum and vaginal mucosa were then tagged with a single suture of Vicryl. Once this was accomplished, the Auvard speculum was removed and replaced by a Steiner speculum into the posterior cul-de-sac. The anterior cul-de-sac was dissected in a similar fashion using Metzenbaum scissors, and a Deaver retractor was placed in the anterior cul-de-sac. The remaining uterosacral ligaments and paracervical tissues were then dissected using a hand-held LigaSure device until the uterus and adnexa were entirely removed from the pelvis. Sponge sticks were used to ensure good hemostasis along the pelvic sidewalls. The vaginal mucosa was then grasped with Allis forceps at the lateral angles. The Steiner speculum was removed from the posterior cul-de-sac and was replaced with an Auvard speculum into the patient's vagina. The vaginal mucosa was then closed with 0 Vicryl suture in a running locking fashion from the lateral aspect towards the midline with care to incorporate the ipsilateral cardinal ligaments and the anterior and posterior peritoneum where possible. These sutures were tied in the midline. All sutures were then cut to length and all instruments were removed from the patient's vagina.

The pneumoperitoneum was then placed reestablished and a second look with laparoscopy revealed good hemostasis along the vaginal cuff. The pelvic sidewalls were also noted to be hemostatic. All instruments were then removed from the pelvic cavity and evacuation of CO2 gas accomplished through the trocar ports. The trocar sleeves were then removed and the skin was closed with 4-0 Vicryl in a subcutaneous fashion and dressed with Dermabond solution.

Y [REDACTED] D [REDACTED] #HF249256737

**OPERATIVE REPORT**

**Name:** Y [REDACTED] D [REDACTED]

MRN: 10019  
Account #: 2516296

DOB: [REDACTED]  
ADM DATE: 07/11/2019

The patient tolerated the procedure well. Sponge, lap, needle, and instrument counts were correct x2.  
The patient was then awakened from anesthesia and transferred to the recovery room in stable condition.

\_\_\_\_\_  
R. Troy Lehman, DO

D: 07/11/2019 14:17:31 CST  
T: 07/11/2019 15:15:49 CST  
R: CST  
S Job #: 137836  
D Job #: 845972507  
MT: MODL

**OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS  
STATE OF OKLAHOMA**

STATE OF OKLAHOMA, ex rel.	)	
OKLAHOMA STATE BOARD OF	)	
OSTEOPATHIC EXAMINERS,	)	
	)	
Petitioners,	)	
	)	
v.	)	OSBOE Case No. 2021-201
	)	
R. TROY LEHMAN, D.O.,	)	
Osteopathic Medical License No. 4090,	)	
	)	
Respondent.	)	

**RESPONDENT R. TROY LEHMAN’S  
FINAL EXHIBIT LIST  
(Exchanged, not filed, per Scheduling Order)**

COMES NOW Respondent R. Troy Lehman, D.O., and submits the following as its Final Exhibit List:

Respondent R. Troy Lehman, D.O. reserves the right to amend and/or supplement this list as discovery has not been completed.

**EXHIBIT LIST**

No.	Exhibit
1.	Complaint Form dated 9/17/202 (received by OSBOE Sep 22, 2020)
2.	Interview with Dr. Richardson (Sept 28, 2021)
3.	Interview with Dr. Lehman (Sep 28, 2021)
4.	Subpoena to Dr. Richardson (November 2021)
5.	Subpoena to Alliance Health Woodward (November 2021)
6.	Subpoena to Dr. Lehman (November 2021)
7.	Statement of Medical Records Received from Dr. Lehman (dated 12-21-2021)
8.	Statement of Medical Record Location (stored Jan 19, 2022)
9.	Delineation of Privileges Produced by Alliance Health Woodward (2021)
10.	OSBOE Letter re Complaint, Citation and Notice of Hearing and Pre-Hearing (Feb 20, 2024)
11.	American Osteopathic Association – Physician Profile Report (Oct 11, 2021)

12.	Any and all Exhibits endorsed by OSBOE without objection by Dr. Lehman
-----	------------------------------------------------------------------------

Respondent R. Troy Lehman, D.O., reserves the right to amend and/or supplement this list until after the close of discovery.

Respectfully submitted,



Malinda S. Matlock, OBA No. 14108  
Michael D. Goss, OBA No. 17159  
RHODES, HIERONYMUS, JONES,  
TUCKER & GABLE, P.L.L.C.  
1001 NW 63rd, Suite 280  
Oklahoma City, OK 73116  
Telephone: (918) 582-1173  
Facsimile: (918) 592-3390  
[mmatlock@rhodesokla.com](mailto:mmatlock@rhodesokla.com)  
[mgoss@rhodesokla.com](mailto:mgoss@rhodesokla.com)

**Attorneys for Respondent,  
R. Troy Lehman, D.O.**

### **CERTIFICATE OF SERVICE**

Now on this 2<sup>ND</sup> day of December 2024, a true and correct copy of the above and foregoing document was served upon Plaintiff by mailing same by certified mail to her counsel of record:

J. Patrick Quillian OBA No. 20811  
Phillips, Coventon, Quillian &  
Banner, PLLC  
1900 N.W. Expressway, Ste. 601  
Oklahoma City, Oklahoma 73118  
(405) 418-8888 Telephone  
(405) 260-9573 Facsimile  
[jpatrickquillianpc@gmail.com](mailto:jpatrickquillianpc@gmail.com)  
**Special Prosecutor for Petitioner**



OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS

4848 N. Lincoln Blvd., Suite 100  
Oklahoma City, OK 73105  
Investigations@osboe.ok.gov  
(405) 528-8625 - Facsimile (405) 557-0653  
<https://www.ok.gov/osboe/>

RECEIVED/FILED

SEP 22 2020

OKLA. BOARD OF  
OSTEOPATHIC EXAMINERS

COMPLAINT FORM

Your information is confidential unless disclosure is allowed or required: 1) in response to a valid warrant, subpoena, court or tribunal order; 2) by judicial process or request by an authorized governmental body; 3) to be made in a judicial, administrative, governmental, or administrative proceeding; or 4) otherwise by law, regulation, or legal process. Once complete, this form can be mailed, emailed, or faxed to the Board's office using the above information.

Your Last Name: Richardson MD First: Debra Middle: Lynn

Mailing Address: 800 NE 10th St Suite 5050

City: Oklahoma City State: OK Zip Code: 73104

Contact Phone Number: (860) 604-8363

Email Address: debra-richardson @ ouhsc.edu

APPLICABLE CATEGORIES

Please check all that apply:

- Incompetence
- Sexual Misconduct
- Failure to Provide Records
- Prescribing Medications
- Fraud or Misrepresentation
- Repeated or Gross Malpractice
- Substance Abuse
- Unprofessional Conduct
- Other \_\_\_\_\_

I have a copy of the medical records:  Yes  No

Physician Last Name: Lehman First: R Troy MI: \_\_\_\_\_

Oklahoma Osteopathic License #: 4090 (<http://docfinder.docboard.org/ok/df/oksearch.htm>)

Address: 1000 15th Street

City: Woodward State: OK Zip Code: 73801

Phone Number: (580) 425

Patient Last Name: Kennedy First: Barbara Middle: \_\_\_\_\_

Mailing Address: 307 10th St

City: Woodward State: OK Zip Code: 73801

Sex:  Male  Female D/O/B: 11/3/1957 Phone Number: (425) 881 - 7080





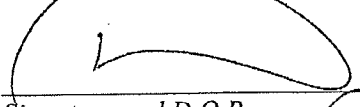
NARRATIVE

In your own words, please provide a detailed statement of the facts and circumstances surrounding your complaint. Be as specific as possible and attach copies (DO NOT SEND ORIGINALS) of any related documents. If there are witnesses to the incident, please identify them in the narrative including their names, telephone numbers, and addresses. If more space is needed, make copies of this page.

Date of Occurrence: 8/20 2020 Time of Occurrence: \_\_\_\_\_

I am a board certified gynecologic oncologist at the Stephenson Cancer Center. I saw Ms. Barbara Kennedy as a new patient at SCC on 9/16/20, as a referral from Dr. Lehman. Ms. Kennedy reports she developed postmenopausal bleeding July 4, 2020- and went to local ER. She followed up with Dr. Lehman- who appropriately recommended a hysteroscopy, D&C which was performed on 7/23/20. The pathology was a carcinosarcoma, also known as a malignant mixed mullerian tumor of the uterus. This is a type II uterine cancer- and considered high risk. At this point- the patient should have been referred to a gyn oncologist, such as myself. She did not undergo appropriate preoperative workup- which would have included a CT scan of the chest, abdomen and pelvis for metastatic workup. If that was negative- she should have undergone a hysterectomy, bilateral salpino-oophorectomy, and at minimum sentinel lymph node biopsies. Some experts still perform a complete lymph node dissection both in the pelvis and around the aorta. This procedure is outside the scope of a general gynecologist- and requires subspecialty training. Instead- Dr. Lehman performed a laparoscopic-assisted vaginal hysterectomy on 8/20/20, with conversion to open procedure because the uterus was too large to remove intact via the vagina. This is because she had an 11cm cancer inside her uterus- which is very large. In additon- she had lymphvascular space invasion and very deep myometrial invasion. Likely- her lymph nodes are at least microscopically involved. The patient was unaware how serious her condition is. He did not counsel her on the need for adjuvant therapy. All women with uterine carcinosarcoma are recommended to undergo additional chemotheapy- in general chemotherapy with carboplatin and paclitaxel. I can understand he may not know this- but this is why he had no business managing her cancer in the first place. Per the patient- he had mentioned to her she is the 3rd cancer he has operated on recently. If this is true- I am very concerned. All women with gyn cancers should be managed by a subspecialist. In addition- he told the patient there was only concerning finding on her path report- which is why he was referring her. In fact- there are multiple concerning findings in her path report- as noted above.

I affirm and attest the information contained herein is true to the best of my knowledge, information, and belief:

 2/23/75 9/17/20  
Signature and D.O.B Date

## Kimberly Contreras

---

**From:** Richardson, Debra L (HSC) <Debra-Richardson@ouhsc.edu>  
**Sent:** Thursday, September 17, 2020 1:34 PM  
**To:** OSBOE Investigations  
**Subject:** [EXTERNAL] complaint  
**Attachments:** complaint form signed.pdf

Please accept this complaint. I am happy to answer any further questions.

Regards,

Debra L Richardson MD  
Associate Professor, Division of Gyn Oncology  
Stephenson Cancer Center  
800 NE 10<sup>th</sup> St, Oklahoma City, OK 73104  
P: 405-271-8001

Stephenson Cancer Center at OU Medicine



A Cancer Center Designated by the  
National Cancer Institute

**OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS**

Page 1 of 1

TITLE OF REPORT: Interview with Dr. R. TROY LEHMAN

Dr. R. TROY LEHMAN, 580-224-1459 provided the following information telephonically to RICK ZIMMER, OSBOE Chief Investigator and MICHAEL LEAKE, OSBOE Executive Director:

Dr. LEHMAN was subpoenaed in November 2020 for medical for BARBARA KENNEDY. OSBOE received medical records for KENNEDY. However, the records were only operation records and some lab results.

LEAKE asked Dr. LEHMAN to send OSBOE all KENNEDY's medical records which would include office visits, labs, etc. Dr. LEHMAN would send the medical records. ZIMMER sent Dr. LEHMAN a copy of the original subpoena from November 2020.

Dr. LEHMAN referred KENNEDY to gyn-oncologist when he found out she had cancer. Dr. LEHMAN performed KENNEDY's surgeries at Woodward Memorial Hospital. Dr. LEHMAN also has hospital privileges at Elk City Hospital.

Investigation On: 9-28-2021 At: OKLAHOMA CITY, OKLHOAMA By: ZIMMER File: 2020-119

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OSBOE Q4 BOARD MATERIALS 0203



**OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS**

Page 1 of 1

TITLE OF REPORT: Interview with Dr. DEBRA LYNN RICHARDSON, M.D.

Dr. DEBRA LYNN RICHARDSON, M.D., 800 NE 10<sup>th</sup> Street, Suite 5050, Oklahoma City, Oklahoma, 860-604-8363, provided the following information telephonically to RICK ZIMMER, OSBOE Chief Investigator and to MICHAEL LEAKE, OSBOE Executive Director:

Dr. RICHARDSON was a GYN Oncologist. Dr. RICHARDSON was an OU Physician.

Dr. LEHMAN referred BARBARA KENNEDY to Dr. RICHARDSON. Dr. RICHARDSON filed a complaint with OSBOE because she felt Dr. LEHMAN may not have been qualified to perform this type of surgeries on KENNEDY and to give the proper follow-up treatment. Dr. RICHARDSON felt all woman with gyn cancer need to manage by a subspecialist.

Dr. RICHARDSON knew Dr. LEHMAN operated on 3 or 4 other women with cancer. Dr. RICHARDSON was going to provide OSBOE with the patient's name and DOB.

Investigation On: 9-28-2021 At: OKLAHOMA CITY, OKLAHOMA By: ZIMMER/LEAKE File: 2020-119

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OSBOE Q4 BOARD MATERIALS-0204









**OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS**

Page 1 of 1

TITLE OF REPORT: Medical Records Received

OSBOE received the following medical records for this case:

- Medical records from Woodward Regional Hospital for PATRICIA HAMON, DEBORAH YARBROUGH and FLETA SMITH, received 12-10-2021
- Medical records for Dr. DEBRA RICHARDSON FOR BARBARA KENNDEY, PATRICIA HAMON, DEBORAH YARBROUGH and FLETA SMITH, RECEIVED 12-12-2021
- Medical records from Dr. R. TROY LEHMAN for PATRICIA HAMON, DEBORAH YARBROUGH and FLETA SMITH, received 12-20-2021

Copies on the medical records were maintained in Thentia and on a thumb drive in the investigative file.

Investigation On: 12-21-2021 At: OKLAHOMA CITY, OKLAHOMA By: ZIMMER File: 2021-119

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OSBOE Q4 BOARD MATERIALS 0208





**OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS**

Page 1 of 1

TITLE OF REPORT: Medical Records Location

The medical records from Woodward Hospital, Dr. LEHMAN's office and Dr. RICHARDSON were loaded to the Box in a folder named Outside Medical Review.

The medical records were for the following patients:

**Barbara Kennedy, DOB: 11-3-1957**

**Patricia Hamon, DOB: 11-16-1938**

**Deborah Yarbrough, DOB: 10-2-1951**

**Fleta Smith, DOB: 11-23-1956**

Investigation On: 1-19-2022

At: OKLAHOMA CITY, OKLAHOMA

By: ZIMMER

File: 2021-201,  
2020-119

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OSBOE Q4 BOARD MATERIALS 0209



# Medical Staff Re-Appointment Application



## Corporate Authorization to Release

I authorize the hospital, their medical staff and their representatives to consult with the administrators, and members of the medical staffs of other hospitals or institutions with which I have been associated and with others, including governmental and professional organizations and past and present malpractice insurance carriers, who may have information bearing on my professional competence, character, and ethical qualifications. I hereby further consent to their inspection of all records and documents, including medical records at other hospitals, that may be material to an evaluation of my professional qualifications and competence to carry out the clinical privileges requested as well as my moral and ethical qualifications for staff membership.

I hereby release from liability all representatives of the center, facility/network and their medical staff for their acts, performed in good faith and without intentional fraud, in connection with evaluating my application and my credentials and qualifications. I hereby release from any liability, all individuals and organizations who provide information to this hospital or its' medical staff, in good faith and without intentional fraud, concerning my professional competence, ethics, character, and other qualifications for staff appointment and clinical privileges, and I hereby consent to the release of such information.

\_\_\_\_\_  
R. TROY LEHMAN, DO

Print Name

\_\_\_\_\_  
*RL*

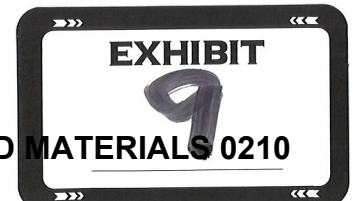
Signature

\_\_\_\_\_  
*4/12/2021*

Date

Re: Richard Lehman, DO

OSBOE Q4 BOARD MATERIALS 0210



# Medical Staff Re-Appointment Application

## AllianceHealth Woodward APPLICANT'S CONSENT AND RELEASE

I hereby apply for medical staff appointment and, whether or not my application is accepted, I acknowledge, consent, and agree as follows:

As an applicant for appointment, I have the burden of producing adequate information for proper evaluation of my qualifications. I also agree to update the facility/network with current information regarding all questions contained in this application as such information becomes available and any additional information as may be requested by the facility/network or its authorized representatives. Failure to produce any such information will prevent my application for appointment from being evaluated and acted upon. I hereby signify my willingness to appear for the interview, if requested in regard to my application.

Information given in or attached to this application is accurate and complete to the best of my knowledge. I fully understand and agree that as a condition to making this application, any misrepresentations or misstatement in, or omission from it, whether intentional or not, shall constitute cause for automatic and immediate rejection of this application, resulting in denial of appointment and clinical privileges.


If granted appointment, I accept the following conditions:

- A. I extend immunity to, and release from any and all liability, the facility/network, its authorized representatives and any third parties, as defined in Subsection C below, for any acts, communications, recommendations or disclosures performed without intentional fraud or malice involving me; performed, made, requested or received by this facility/network and its authorized representatives to, from or by any third party, including otherwise privileged or confidential information, relating, but not limited to, the following: 1) applications for appointment or clinical privileges, including temporary privileges; 2) periodic reappraisals; 3) proceedings for suspension or reduction of clinical privileges or for denial or revocation of appointment, or any other disciplinary action; 4) summary suspensions; 5) hearings and appellate reviews; 6) medical care evaluations; 7) utilization reviews; 8) any other facility/network, medical staff, department, service or committee activities; 9) matters to inquiries concerning my professional qualifications, credentials, clinical competence, character, mental or emotional stability, physical condition, ethics or behavior; and 10) any other matter that might directly or indirectly impact or reflect on my competence, on patient care or on the orderly operation of this or any other facility/network or health care facility/network.
- B. I specifically authorize the facility/network and its authorized representatives to consult with any third party who may have information, including otherwise privileged or confidential information, bearing on my professional qualifications, credentials, clinical competence, character, mental or emotional stability, physical condition, ethics, behavior or other matter bearing on my satisfaction of the criteria for continued appointment to the medical staff, as well as to inspect or obtain any and all communications, reports, records, statements, documents, recommendations and/or disclosures of said third parties relating to such questions. I also specifically authorize said third parties to release said information to the facility/network and its authorized representatives upon request.
- C. The term "facility/network and its authorized representatives" means the facility/network corporation, the facility/network(s) to which I am applying and any of the following individuals who have any responsibility for obtaining or evaluating my credentials, or acting upon my application or conduct in the facility/network; the members of the facility/network's Board and their appointed representatives, the Chief Executive Officer or his designees, other facility/network employees, consultants to the facility/network, the facility/network's attorney and his/her partners, associates or designees, and all appointees to the medical staff. The term "third parties" means all individuals, including appointees to the facility/network's medical staff, and appointees to the medical staffs of other facility/networks or other physicians or health practitioners, nurses or other government agencies, organizations, associations, partnerships and corporations, whether facility/networks, health care facilities or not, from whom information has been requested by the facility/network or its authorized representatives or who have requested such information from the facility/network and its authorized representatives.

I acknowledge that (1) medical staff/network appointments at this facility/network are not a right; (2) my request will be evaluated in accordance with prescribed procedures defined in the facility/network and medical staff bylaws, rules, and regulations; (3) all medical staff recommendations relative to my application are subject to the ultimate action of the facility/network Board whose decision shall be final; (4) if appointed, my appointment and clinical privileges shall be provisional; (5) I have the responsibility to keep this application current by informing the facility/network through the Chief Executive Officer, of any change in the areas of inquiry contained herein; and (6) appointment and continued clinical privileges remain contingent upon my continued demonstration of professional competence and cooperation, my general support of the facility/network as evidenced by admission, treatment and continuous care and supervision of patients for whom I have responsibility, and acceptable performance of all responsibilities related thereto, as well as other factors that are relevant to the effective and efficient operation of the facility/network. Appointment and continued clinical privileges shall be granted only on formal application, according to the facility/network and medical staff bylaws, rules and regulations, and upon final approval of the facility/network Board.

I understand that before this application will be processed that (1) I will be provided a copy of the medical staff bylaws and such facility/network policies and directives as are applicable to appointees to the medical staff, including the bylaws and rules and regulations of the medical staff presently in force, and (2) I must sign a statement acknowledging receipt and an opportunity to read the copies and agreement to abide by all such bylaws, policies, directives and rules and regulations as are in force, and as they may thereafter be amended, during the time I am appointed to the medical staff or exercise clinical privileges at the facility/network.

If appointed or granted clinical privileges, I specifically agree to: (1) refrain from fee-splitting or other inducements relating to patient referral; (2) refrain from delegating responsibility for diagnoses or care of hospitalized patients to any other practitioner who is not qualified to undertake this responsibility or who is not adequately supervised; (3) refrain from deceiving patients as to the identity of any practitioner providing treatment or services; (4) seek consultation whenever necessary; (5) abide by generally recognized ethical principles applicable to my profession; (6) provide continuous care and supervision as needed to all patients in the facility/network/health plan for whom I have responsibility; and (7) accept committee assignment and such other duties and responsibilities as shall be assigned to me by the facility/network Board and medical staff.

R. Troy Lehman, DO 

PRINT NAME

APPLICANT'S SIGNATURE

4/12/2021

DATE

Re: Richard Lehman, DO

## Delineation Of Privileges

### Obstetrics/Gynecology

Provider Name:           (print)           R. TROY LEHMAN, DO

Privilege	Request
Abdominal pregnancy	✓
Ablation, endometrial, electrosurgical, hysteroscopic	✓
Ablation, endometrial; electrosurgical; non-hysteroscopic	✓
Ablation, endometrial; thermal; non-hysteroscopic	✓
Ablation, uterosacal ligament/nerve laparoscopic	✓
Abortion, inevitable or incomplete; suction and evacuation	✓
Admit Patient	✓
All abnormal bleeding during pregnancy	✓
Amniocentesis, 2nd and 3rd trimester	✓
Amnioinfusion	✓
Amniotomy	✓
Anemia	✓
Anesthesia - Pudental block; paracervical, local block	✓
Anesthesia - Pudental Block, local	✓
Anesthesia - pudental block; spinal, paracervical, saddle, epidural, local block	✓
Anesthesia - pudental block, paracervical, saddle, local block	✓
Antepartum care	✓
Appendectomy, incidental	✓
Aspiration, breast cyst	✓
Bartholin gland cystectomy, Bartholin gland excision; Bartholin gland cyst marsupialization; Bartholin gland abscess; I&D	✓
Bartholin Cyst Excision/Marsupialization	✓

Applicant initials RL Approving physician initials RLW

## Delineation Of Privileges Obstetrics/Gynecology

Provider Name:           (print)           R. TROY LEHMAN, DO

Privilege	Request
Bartholin Incision and Drainage	✓
Biopsy - cervix, perineum, vulva	✓
Biopsy - External Female Genital Organs	✓
Biopsy - vagina	✓
Biopsy, cervical cone during pregnancy	✓
Biopsy, endometrial	✓
Biopsy, fetal	✓
Biopsy, placental	✓
Bowel reanastomosis (small or large bowel)	—
Breech delivery - multipara, primigravida, frank, footling	✓
Burch urethropexy with cystoscopy, without cystoscopy, Marshall-Marchetti	—
Cervicectomy	✓
Cesarean section - classical, low cervical, low vertical	✓
Cesarean section, extraperitoneal	✓
Chemotherapy	—
Cervical Cerclage	✓
Chorionic villus sampling	—
Circumcision, infant	—
Circumcision, newborn	—
Closure of vaginal fistula	✓
Colostomy	—

Applicant initials RL Approving physician initials RTL

## Delineation Of Privileges

Obstetrics/Gynecology

Provider Name:            (print) R. TROY LEHMAN, DO

Privilege	Request
Colpectomy	<input checked="" type="checkbox"/>
Colporrhaphy, anterior/posterior	<input checked="" type="checkbox"/>
Colposcopy	<input checked="" type="checkbox"/>
Conization of cervix (LEEP, cold or hot knife)	<input checked="" type="checkbox"/>
Conscious sedation (adult, pediatric)	<input checked="" type="checkbox"/>
Culdocentesis	<input checked="" type="checkbox"/>
Culdotomy	<input type="checkbox"/>
Cystectomy, ovarian	<input checked="" type="checkbox"/>
Cystocele, repair	<input checked="" type="checkbox"/>
Cystoscopy	<input type="checkbox"/>
Cystostomy repair	<input checked="" type="checkbox"/>
Cystostomy, urinary	<input type="checkbox"/>
Cystotomy, urinary	<input type="checkbox"/>
D&C: diagnostic, therapeutic, including retained placenta	<input checked="" type="checkbox"/>
Delivery, vaginal, previous C-section	<input checked="" type="checkbox"/>
Destructive operations: fetus craniotomy, basiotripsy, decapitation, cranial puncture, cranioclasia, cleidotomy	<input type="checkbox"/>
Diabetes mellitus	<input checked="" type="checkbox"/>
Duhrssen's incisions	<input checked="" type="checkbox"/>
Eclampsia	<input checked="" type="checkbox"/>
Ectopic pregnancy - salpingectomy or salpingotomy; laparoscopy or laparotomy	<input checked="" type="checkbox"/>
Ectopic pregnancy, non-surgical management	<input checked="" type="checkbox"/>

Applicant initials RL Approving physician initials RLW

## Delineation Of Privileges

### Obstetrics/Gynecology

Provider Name:           (print)           R. TROY LEHMAN, DO

Privilege	Request
Electronic fetal monitoring / interpretation	✓
Enterostomy	—
Episiotomy and repair	✓
Evacuation of hematoma, vaginal	✓
Evacuation of hematoma, vulvar	✓
Evacuation of pelvic abscess	✓
Evisceration repair	✓
Excision of Skene's Duct cyst	✓
Excision of urethral caruncle	✓
Excision of vaginal cysts	✓
Excision of vulvar lesion, not at delivery	✓
Excision of vulvar lesions at delivery	✓
Excision, ovarian cyst	✓
Excision, vaginal lesion	✓
Excision, vulvar, perineal lesion	✓
Exenteration, pelvic, anterior	—
Exenteration, pelvic, posterior	—
Exploratory laparotomy	✓
Fetal monitoring	✓
Fetal scalp blood sampling	✓
Fetal transfusion	—

Applicant initials RL Approving physician initials RL

## Delineation Of Privileges

### Obstetrics/Gynecology

Provider Name:           (print)           R. TROY LEHMAN, DO

Privilege	Request
Flaps, skin and musculocutaneous	—
Fundectomy	—
GIFT, ZIFT (egg, zygote implantation)	—
Heart and lung disorders in pregnancy	✓
Hemorrhage associated with pregnancy	✓
Hemorrhoidectomy	—
Hernia, incisional; repair of	✓
Hydatid mole evacuation	✓
Hymenectomy	✓
Hymenotomy	✓
Hypertension, chronic (in pregnancy)	✓
Hypogastric ligation	✓
Hysterectomy, abdominal (with or without adnexae), total, subtotal, including cancer staging procedures	✓
Hysterectomy, Cesarean	✓
Hysterectomy, radical (Wertheim)	—
Hysterectomy, vaginal, with or without adnexal	✓
Hysterosalpingography	✓
Hysteroscopy, diagnostic or operative	✓
Ileal conduit (IOOP), urinary diversion; other urinary diversion procedures, e.g. large intestine	—
Ileostomy	—

Applicant initials RL Approving physician initials RL



## Delineation Of Privileges Obstetrics/Gynecology

Provider Name:           (print)           R. TROY LEHMAN, DO

Privilege	Request
In vitro fertilization	—
Incompetent os surgery (McDonald or Shirodlear cerclage) vaginal	—
Incompetent os surgery, abdominal	—
Induction/augmentation of labor (Pitocin, Laminaria), vaginal Prostaglandin othern than Cytotec	✓
Induction/augmentation of labor; cytotec (oral or vaginal)	✓
Insertion/removal of IUD	✓
Internal podalic version	—
Intrauterine pressure catheter insertion	✓
Inversion of uterus	✓
Isoimmunization	✓
Jejunostomy	—
Labioplasty	✓
Laceration repair, bladder and urethral	✓
Laceration repair, cervical, obstetrical	✓
Laceration repair, perineal, obstetrical, gynecological	✓
Laceration repair, rectal, obstetrical, gynecological	✓
Laceration repair, uterine, obstetrical	✓
Laceration repair, vaginal, obstetrical, gynecological	✓
LaForte vaginal repair	✓
Laminaria insertion (not for labor induction)	—
Laparoscopic approach, surgical interventions	✓

Applicant initials RL Approving physician initials RL

## Delineation Of Privileges

### Obstetrics/Gynecology

**Provider Name:**     (print)     R. TROY LEHMAN, DO

Privilege	Request
Laparoscopic assisted vaginal hysterectomy - LAVH	✓
Laprosopic retroperitoneal bladder suspension	—
Laser, endometrial ablation, hysteroscopic	✓
Laser, external, cervical, vaginal, perineal	✓
Laser, intra-abdominal (laparotomy, laparoscopic)	✓
Laser, microsurgery (laparotomy)	✓
Management of fetal death in utero-induction of labor	✓
Manchester operation; Donald or Fothergill	—
Manual removal of placenta	✓
Meckel's diverticulum	—
Multiple pregnancy	✓
Myomectomy - laparotomy, laparoscopy	✓
Non-stress testing (fetal heart monitoring) - NST	✓
OCT	—
Omentectomy	✓
Oophorectomy	✓
Other life-threatening maternal disease in pregnancy	✓
Pain management	✓
Paravaginal defect repair	✓
Pelvic exam under anesthesia	✓
Pelvic lymphadenectomy - complete, partial	✓

Applicant initials RL Approving physician initials [Signature]



## Delineation Of Privileges

### Obstetrics/Gynecology

**Provider Name:**           (print)           **R. TROY LEHMAN, DO**

Privilege	Request
Repair recto-vaginal fistula	✓
Repair surgical rent of bowel	✓
Repair vesico/vaginal fistula	✓
Resuscitation, neonate or infant	✓
Sacrospinous ligament fixation	✓
Salpingectomy - total or partial	✓
Salpingo-oophorectomy	✓
Salpingoplasty	—
Salpingoplasty & micro	—
Salpingostomy	—
Schauta operation	—
Shoulder dystocia management	✓
Spontaneous delivery, vertex presentation	✓
Spontaneous vaginal birth	✓
Sturmdorf repair of cervix	—
Termination of pregnancy, 1st trimester	—
Termination of pregnancy, 2nd trimester, medical	—
Termination of pregnancy, 2nd trimester, surgical (D&E, hysterectomy)	—
Tocolysis	✓
Trachelectomy	✓
Treatment of complicated pelvic inflammatory disease	✓

Applicant initials RL Approving physician initials [Signature]



### Delineation Of Privileges Obstetrics/Gynecology

**Provider Name:**           (print)           **R. TROY LEHMAN, DO**

Privilege	Request
Version and extraction; internal	✓
Vulvectomy, radical with groin dissection	—
Vulvectomy, radical with groin dissection and hypogastric nodes	—
Vulvectomy, simple	✓
Wedge resection of ovaries	✓
Wide lip excision of vulvar lesion	✓
Amniotic fluid pH	✓
Vaginal Pool Fluid smears for Ferning	✓
Vaginal wet mount Microscopy	✓
Order Diagnostic Services	✓
Order Therapeutic Services	✓
Make referrals and request consultations	✓
Render care within the scope of training in a medical emergency	✓
Perform History and Physical examination	✓
Robotic Procedures including DaVinci procedures	—
Chromo per tubation	✓
Amniocentesis, 3rd trimester only	✓
Biopsy, cervical during pregnancy	✓
Hysterectomy, abdominal (with or without adnexae), total, subtotal	✓
Laceration repair, bladder	✓
Skin biopsy	✓

Applicant initials RL Approving physician initials YB

## Delineation Of Privileges Obstetrics/Gynecology

Provider Name:           (print)           R. TROY LEHMAN, DO

Privilege	Request
Occult blood testing - fecal and gastric	—
Interstim Procedure	—
Transvaginal Urethral Sling Procedure	—
Pubovaginal Sling Procedure	—
Tension Free Vaginal Suspension	—
Incision and Drainage of Abscess	✓
Lysis of Adhesions, Laparoscopic/Open	✓
Supervision of the Administration and Performance of Surgical Anesthesia	✓
Insertion Bakri Postpartum Ballon	✓
Sterilization by Tubal Implant (Essure Procedure)	✓
Performance and documentation of history and physical information	✓
Ablation, endometrial, electrosurgical	✓
Biopsy/excision - cervix, perineum, vulva, vagina	✓
Evacuation of hematoma, vaginal, vulvar	✓
Hypertension , chronic	✓
Induction/augmentation of labor (Pitocin, Laminaaria) vaginal prostaglandin	✓
Laceration repair, cervical, perineal, uterine, vaginal, obstetrical, gynecological	✓
Management of fetal death in utero	✓
Treatment of pelvic inflammatory disease	✓
Tubal Ligation	✓
Cesarean section, classical, low cervical, low vertical, extra peritoneal	✓

Applicant initials RL Approving physician initials RL

### Delineation Of Privileges Obstetrics/Gynecology

**Provider Name:**           (print) R. TROY LEHMAN, DO          

Privilege	Request
Myomectomy	✓
Pre-eclampsia	✓
Induction/Augmentation of labor (Pitocin, Laminaria) vaginal prostaglandin, Cytotec (oral or vaginal)	✓
Laceration repair, cervical, rectal, uterine, vaginal	✓
Ectopic pregnancy - salpingectomy or salpingotomy; laparoscopy or laparotomy, non-surgical	✓
Repair 1st, 2nd, 3rd, 4th degree lacerations, obstetrical	✓
Hysterectomy, laparoscopic with or without adnexa	✓
Version extraction- external	✓
Biopsy - Internal Female Genital Organs	✓
Breast Biopsy	—
Cauterization Cervix - Cryo	✓
Cauterization Cervix - Hot	✓
Cerclage for Incompetent Cervix	✓
Cervical Biopsy during Pregnancy	✓
Colpocentesis	✓
Colpotomy	✓
Culdoscopy	—
Curettage	✓
Diagnostic Laparoscopy	✓
Ectopic Pregnancy - Salpingectomy	✓

Applicant initials RL Approving physician initials RL



## Delineation Of Privileges Obstetrics/Gynecology

Provider Name:           (print)           R. TROY LEHMAN, DO

Privilege	Request
External Cephalic Version	✓
Forceps, low, occiput anterior	—
Forceps, mild, delivery	—
Hysterectomy--Radical with Lymph Node Dissection	—
Hysterectomy, Abdominal - Total	✓
Hysterectomy, Vaginal	✓
Incision & Drainage of Abscess Vulva	✓
Incision & Drainage Periurethral Abscess	✓
Induction of Labor, Medical	✓
Induction of Labor, Surgical	✓
IUPC/Scalp Electrode Application/Amnio Infusion	✓
Laparoscopic Hysterectomy	✓
Ligation Division Fallopian Tubes	✓
Lymphadenectomy	✓
Medical Complication of Obstetrics - Anemia	✓
Medical Complication of Obstetrics - Diabetes	✓
Medical Complication of Obstetrics - Heart	✓
Medical Complication of Obstetrics - Hypertension	—
Medical Complication of Obstetrics - Kidneys	✓
Medical Complication of Obstetrics - Lungs	✓
Medical Complication of Obstetrics - Renal	✓

Applicant initials RL Approving physician initials RL

## Delineation Of Privileges Obstetrics/Gynecology

Provider Name:           (print) R. TROY LEHMAN, DO          

Privilege	Request
Myomectomy	✓
Operative Laparoscopy -- Biopsy - Ovary	✓
Operative Laparoscopy-- Mass	✓
Operative Laparoscopy -- Tubal Ligation	✓
Paracentesis	—
Perineorrhaphy	✓
Piper Application of after coming head	—
Placement of Uterine Tamponade Balloon	✓
Postpartum Hemorrhage	✓
Postpartum Tubal Ligation	✓
Pre-clampsia with severe features	✓
Pre-eclampsia without severe features	✓
Prolapsed Cord	✓
Radical Vulvectomy with Lumphadenectomy	—
Removal of Cervical Stump	✓
Repair of Cystocele	✓
Repair of Incompetent Cervix	✓
Repair of Uterine Lacerations	✓
Repair of Vaginal Lacerations	✓
Repair of Ventral Hernia	—
Sacrocolpopexy	—

Applicant initials RL Approving physician initials RL





# Oklahoma State Board of Osteopathic Examiners

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EDMOND

February 20, 2024

R. Troy Lehman, D.O.  
1419 Circle Drive  
Woodward, OK 73801

Re: Pre-Hearing Conference, February 22, 2024

Dear Dr. Lehman,

Please be advised that your case OSBOE-2021-201 will be heard by the Board of Osteopathic Examiners on Thursday, March 14, 2024.

Pursuant to the Oklahoma Administrative Code 510:1-5-6(a), you may use discovery techniques available to parties in civil proceedings in Oklahoma Courts. You may also request that the Board issue Subpoenas to compel testimony of witnesses or production of documents.

To allow you to use these tools to prepare your case before the Board, a **Pre-Hearing Conference will be conducted at 9 AM on February 22, 2024**. The Pre-Hearing conference is **mandatory and must be attended by you and/or your attorney**. The Pre-Hearing conference will be at the Board Room of the Oklahoma Board of Osteopathic Examiners at 4848 North Lincoln Boulevard, Oklahoma City, OK 73105.

Pursuant to the Oklahoma Administrative Code 510:1-5-4(b), written motions for any continuance or extension of time for the Board Hearing on March 14, 2024, must state the additional time desired and the reason for the request. This motion must be filed before the Pre-Hearing Conference on February 22, 2024, at the offices of the Oklahoma Board of Osteopathic Examiners at 4848 North Lincoln Boulevard, Oklahoma City, OK 73105, between the hours of 8 AM and 4:30 PM.

Pursuant to the Oklahoma Administrative Code 510:1-5-6(b), the Board may establish a schedule for the parties' completion of discovery, submission of motions, identification of witnesses and exhibits and other matters at the Pre-Hearing Conference. The Board's General Counsel will issue a Scheduling Order following the Pre-Hearing Conference.

Very truly yours,

OKLAHOMA STATE BOARD OF  
OSTEOPATHIC EXAMINERS

Steven K. Mullins  
Executive Director

CC: Osteopathic Board Prosecutor

J. Patrick Quillian, P.C.  
1900 NW Expwy., Suite 602  
Oklahoma City, OK 73118  
405/418-8888  
405/260-9573 (Facsimile)  
jpatrickquillianpc@gmail.com

**OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS  
STATE OF OKLAHOMA**

STATE OF OKLAHOMA, ex rel. )  
OKLAHOMA STATE BOARD OF )  
OSTEOPATHIC EXAMINERS, )  
 )  
Petitioners, )  
 )  
v. )  
 )  
R. TROY LEHMAN, D.O., )  
Osteopathic Medical License No. 4090. )  
 )  
Respondent. )

**RECEIVED/FILED**

FEB 20 2024

OKLA. BOARD OF  
OSTEOPATHIC EXAMINERS

OSBOE Case No. 2021-201

**CITATION AND NOTICE OF HEARING**

**TO: R. TROY LEHMAN, D.O. [Licensee]**

YOU ARE GIVEN NOTICE that pursuant to the Oklahoma Osteopathic Medicine Act [Act], Title 59 O.S. § 620, *et seq.*, and the Oklahoma Administrative Procedures Act Title 75 O.S. § 301, *et seq.*, you are commanded to appear at a hearing held before the Oklahoma State Board of Osteopathic Examiners [Board], at the OSBOE Board Room, 4848 North Lincoln Blvd., Suite 100, Oklahoma City, Oklahoma 73105, on **March 14, 2024**. All hearings will begin at **9:00 o'clock a.m.**

**NATURE OF THE HEARING**

The purpose of the hearing will be to show cause why your license to practice osteopathic medicine in the State of Oklahoma, issued by the Board, should be suspended or revoked, or any other disciplinary action imposed by the Board as authorized by law for violation of the Act as specified in the Amended Complaint containing the matters asserted and entered against you. A copy of said Amended Complaint is included with this Citation and Notice and incorporated herein by reference. Licensee is the holder of the above-listed osteopathic medical license issued by the Board authorizing Licensee to

practice as an osteopathic physician in the State of Oklahoma. At the time of this Amended Complaint, his license is in good standing.

**LEGAL AUTHORITY AND JURISDICTION FOR HEARING**

The hearing is ordered pursuant to the authority and jurisdiction conferred upon the Board by Title 59 O.S. § 637 and 637.1 and will be conducted according to the procedures set forth in the Oklahoma Administrative Procedures Act, Title 75 O.S. § 301, *et seq*, and the Rules and Regulations of the Board.

**RIGHTS OF RESPONDENT**

Be advised of your rights, which are as follows:

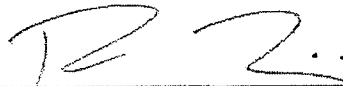
1. To be represented by legal counsel at this hearing;
2. To respond and present evidence on any relevant issue;
3. To subpoena witnesses and documentary evidence through the Board; and

Such other rights as are conferred by the Board and Board Rules and Regulations.

**RESPONDING TO THIS COMPLAINT**

Pursuant to our regulations (OAC 510:1-5-5), you have twenty (20) days from the date this Complaint is served to respond to it in writing. You may do this yourself or through counsel. Failure to comply with this requirement will cause the Board to find you to be in default and the Board could impose appropriate sanctions as a result.

Respectfully submitted,



---

J. Patrick Quillian, OBA #20811  
Phillips, Coventon, Quillian, & Banner, PLLC  
1900 N.W. Expressway, Suite 601  
Oklahoma City, OK 73118  
(405) 418-8888 - (405) 260-9573 Facsimile  
[ipatrickquillianpc@gmail.com](mailto:ipatrickquillianpc@gmail.com)  
SPECIAL PROSECUTOR FOR PETITIONER

## Case Review Findings – Troy Lehman, DO

After a thorough review of 4 separate patient records, it is my opinion that Dr Lehman was practicing outside the scope of practice of a general obstetrician and gynecologist. He was putting the women of Oklahoma at unnecessary risk and practicing outside the standard of care.

With the case of patient, Barbara Kennedy, Dr Lehman practiced outside the scope of his practice as a general gynecologist. He initiated a workup that was appropriate for postmenopausal bleeding after the patient presented to the Emergency Department in 7/4/2020. The ultrasound that was obtained showed an 11cm uterus with an endometrial thickness of 4cm. Evidence based practice would dictate a biopsy of the lining of the uterus, as anything beyond 4 mm in a postmenopausal patient is considered abnormal. Dr Lehman proceeded with a hysteroscopy D&C, which he noted in his dictation that the lining did not appear normal and likely consistent with cancer. He also noted in the hysteroscopy operative report that her introitus was not conducive to a laparoscopic assisted vaginal hysterectomy due to narrowing. The pathology from the hysteroscopy showed malignant mixed mullerian tumor. At this point, the appropriate treatment would have been a referral to gynecology oncology for hysterectomy with staging. Instead, Dr Lehman proceeded to schedule the patient for a laparoscopic assisted vaginal hysterectomy with pelvic washings. It was noted in his office notes that he knew the patient had a cancer and still proceeded. When he performed the hysterectomy, it was converted to a total abdominal hysterectomy due to the narrow introitus and limited vaginal access. Again, standard of care, would be a hysterectomy with staging procedures, which would include lymph node dissection. He did not counsel the patient that his plan was inadequate staging nor that she might need a further surgery. Post operatively, after the hysterectomy, the patient was sent to OU Gynecology Oncology where she was informed that she had been inadequately staged. They recommended chemotherapy and radiation oncology with vaginal brachytherapy. This was a blatant mismanagement of a known cancer diagnosis with improper surgical staging.

With the case of the patient, Patricia Hammon, Dr Lehman practiced outside the scope of his practice as a general gynecologist. He initiated a workup for postmenopausal bleeding that was appropriate and standard of care in June 2017. An ultrasound that showed a thickened endometrium at 19mm. Again, evidence-based practice would dictate a biopsy if greater than 4mm. Dr Lehman completed a hysteroscopy D&C which pathology showed high grade endometrial adenocarcinoma. He then recommended the patient have a hysterectomy with pelvic washings, which is not standard of care for endometrial adenocarcinoma. Standard of care would be a hysterectomy with staging and lymph node dissection. After the hysterectomy, he then referred the patient to OU gynecology oncology. It is unclear if the patient followed through with the initial referral but was seen at OU in 2020 for recurrence of her cancer.

With the care of patient, Deborah Yarborough, Dr Lehman practiced outside the scope of his practice as a general gynecologist. The patient was seen for acute anemia and found to have an enlarged uterus in June 2019. She had an ultrasound that showed endometrial thickness of 5.6cm. Per standard of care for thickened endometrium, Dr Lehman completed a hysteroscopy and the pathology showed endometrial adenocarcinoma. At this point, Dr Lehman scheduled the patient for a hysterectomy with pelvic washings. The standard of care for an endometrial adenocarcinoma is hysterectomy with staging and lymph node dissection. The hysterectomy pathology resulted on July 11, 2019 and showed invasive



adenocarcinoma with positive washings for malignancy. Dr Lehman then referred her to Dr Jeffrey Smith, gynecology oncology in Oklahoma City. On August 1, 2019, Dr Lehman released the patient to have an elective orthopedic surgery, even though she had a known endometrial malignancy and needed further surgery for the malignancy. Later that month, she had imaging that showed a DVT along with enlarged lymph nodes and right hydronephrosis. At some point, she was then referred to OU Gynecology Oncology as Dr Smith closed his practice. She was seen in November 2019 by Dr Richards who explained to the patient that she was inadequately staged and it had now been 4 months since her hysterectomy. Dr Richards documented that the standard of care should have at least been lymph node dissection and all adjuvant therapy should have been started within at least 12 weeks. Dr Richards recommended vaginal brachytherapy and deferred the lymph node dissection due to the lymphedema already present in her lower extremity. The patient did complete vaginal cuff brachytherapy through OU.

With the case of the patient, Fleta Smith, Dr Lehman practiced outside the scope of his practice as a general gynecologist. He initiated a workup in September 2019 that was appropriate for postmenopausal bleeding with an ultrasound that showed an endometrial thickness of 17mm. He performed a hysteroscopy D&C with the pathology showing endometrial adenocarcinoma. At this time, appropriate treatment would have been a hysterectomy with full staging and lymph node dissection. Dr Lehman did not do that, but instead he performed a hysterectomy on October 31<sup>st</sup> 2019, with pelvic washings and the pathology showed endometrial carcinoma. The patient was then referred to OU gynecology oncology. The patient was seen, had a CT of the pelvis to assess node status since lymph node dissection was not completed at the time of the hysterectomy. She had a port placed and received chemotherapy.

After reviewing all 4 of these cases, it is my opinion, that Dr Lehman is practicing outside the standard of care when managing known uterine malignancies. Although not common, it can occur that a hysterectomy is completed, and the final pathology shows a malignancy that was unknown prior to the surgery. However, this was not the case in these 4 patients. Dr Lehman knowingly did the incorrect procedure on these patients, which put their long-term survival at risk due to improper staging for an endometrial malignancy. It is standard of care to perform a hysterectomy with staging including lymph node dissection on a patient with a known endometrial malignancy. This type of procedure is typically performed by a gynecologic oncologist who is fellowship trained with 4 additional years beyond a general obstetrics and gynecology residency.

Katherine Shepherd, DO, FACOG



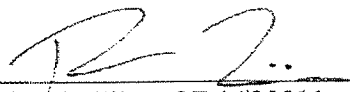
...

4. Has engaged in repeated acts of negligence, malpractice or incompetence[.]

3. At all times relevant to this Complaint, Dr. Lehman worked as a general obstetrician and gynecologist for Woodward Regional Hospital. On four (4) separate occasions between 2017 and 2020, Dr. Lehman practiced outside the standard of care and exceeded the scope of his practice and training in managing patients' known uterine malignancies by knowingly performing the incorrect procedure. These incidents put each patient's long-term survival at risk and constitute multiple instances of negligence, malpractice, and incompetence under the circumstances.

4. Wherefore, Dr. Lehman has violated the Act by: (1) engaging in unprofessional and unethical conduct in his duties as an osteopathic physician, and (2) engaging in repeated acts of negligence, malpractice, and incompetence, to wit: practicing outside the standard of care and outside the scope of practice of a general obstetrician and gynecologist on four (4) occasions between 2017 and 2020.

Respectfully submitted,



J. Patrick Quillian, OBA#20811  
Phillips, Coventon, Quillian & Banner PLLC  
1900 Northwest Expressway, Suite 601  
Oklahoma City, Oklahoma 73118  
Phone (405) 418-8888  
Facsimile (405) 260-9573  
*jpatrickquillianpc@gmail.com*  
SPECIAL PROSECUTOR FOR PETITIONER

142 E. Ontario Street Chicago, Illinois 60611-2864

ELECTRONIC MAIL: credentials@AOAprofiles.org

<b>Physician Name:</b>	R. Troy Lehman, DO	<b>Work Phone:</b>	(580) 224-1459
<b>Address:</b>	1000 15th St Woodward, OK 73801-3008	<b>Birth Date:</b>	06-Apr-1967
<b>Self-Designated Major Practice Focus:</b>	Gynecology	<b>Self-Designated Minor Practice Focus:</b>	Obstetrics
<b>AOA Membership Status:</b>	Member		

*The following information was obtained from the original issuing source of the credential, also known as the primary source*

<b>Predoctoral Education:</b>	OSU Center for Health Sciences/College of Osteopathic Medicine Tulsa OK	<b>Year of Graduation:</b>	1999
<b>Postdoctoral Education:</b>	(Current and/or prior osteopathic postdoctoral internship and residency training programs, as well as ACGME-accredited allopathic residency training programs that have been approved by the AOA. Additional information used for appointments and privileges is not solicited nor maintained. If more detailed information is required, contact the program director.)		
<b>Internship:</b>	SCS/MSUCOM/Metro Health-University of Michigan - Internship Training Wyoming MI (Formerly: Metropolitan Hospital - Internship Training) Program Closed: Aug 15, 2017	<b>Dates Attended:</b>	07/01/1999 - 06/30/2000 Verified
<b>Residency:</b>	SCS/MSUCOM/Metro Health-University of Michigan - Obstetrics & Gynecology Res Wyoming MI (Formerly: Metropolitan Hospital - Obstetrics & Gynecology Residency) Program Closed: 01-Jul-2020	<b>Dates Attended:</b>	07/01/2000 - 06/30/2001 Verified
<b>Residency:</b>	SCS/MSUCOM/Metro Health-University of Michigan - Obstetrics & Gynecology Res Wyoming MI (Formerly: Metropolitan Hospital - Obstetrics & Gynecology Residency) Program Closed: 01-Jul-2020	<b>Dates Attended:</b>	07/01/2001 - 06/30/2002 Verified
<b>Residency:</b>	SCS/MSUCOM/Metro Health-University of Michigan - Obstetrics & Gynecology Res Wyoming MI (Formerly: Metropolitan Hospital - Obstetrics & Gynecology Residency) Program Closed: 01-Jul-2020	<b>Dates Attended:</b>	07/01/2002 - 06/30/2003 Verified

*Please note: Some osteopathic physicians complete all or part of their postdoctoral training in allopathic programs accredited by the ACGME. Those programs attended that have been verified with the primary source are listed below. Check with the program director if residency does not appear.*



**Residency:**

**Dates Attended:**

**Licenses:**

State	Date Granted	Expiration Date	Status	Date Last Reported to the AOA	** Contact Board for More Information
MI	08/22/2001	12/31/2004	Inactive	03/10/2021	
OK	07/01/2003	06/30/2022	Active	07/15/2021	

\*\* A "yes" in this column indicates that the state board has, at some time, reported final disciplinary actions taken to the AOA. Since this information is historical and never removed from the AOA physician record, the Report user should contact the state board directly for current detailed information.

**Osteopathic Specialty Board Certification(s):**

(Certification by one or more of the 18 AOA certifying boards as reported by the Bureau of Osteopathic Specialists.)  
 Physicians holding time-limited board certification (those certifications with expiration dates) are required to participate in Osteopathic Continuous Certification (OCC) in order to maintain their AOA board certification. Physicians holding non-time-limited board certification (no expiration date) may voluntarily participate in OCC, but participation in OCC does not change their non-time-limited certification status. Please note that diplomate files will be closely monitored for compliance with OCC, and your organization will be automatically notified of any change of status. For more information on OCC, visit [www.osteopathic.org](http://www.osteopathic.org)

**American Osteopathic Board of:**  
**General Certification(s) :** Obstetrics and Gynecology **Issue Date:** 10/02/2010 **Expiration Date:** 12/31/2016  
**OCC Participating:** No

**Federal Drug Enforcement Administration:**

As of 03/19/2021 Federal DEA registration is valid.  
**Please note:** Many states require their own controlled substance registration/license. Please check with your state licensing authority as the AOA does not maintain this information.

**Former Name(s):**

**Please Note:**

*The content of this Official Physician Profile Report is intended to assist in the complete credentialing process by providing primary source verified information on physicians. Appropriate use of this instrument in combination with your organization's documented credentialing policies and procedures meets the primary source requirements of the Healthcare Facilities Accreditation Program (HFAP/AAHHS); the Accreditation Association for Ambulatory Health Care, Inc. (AAAHC); The Joint Commission; URAC; DNV GL; and the National Association of Insurance Commissioners (NAIC). The National Committee for Quality Assurance (NCQA) recognizes the information included in this Report as meeting its requirement for primary source verification of predoctoral education, postdoctoral education and specialty board certification.*

*If you find any discrepancies, please mark them on a copy of this report and email to the AOIA [credentials@AOAprofiles.org](mailto:credentials@AOAprofiles.org). Thank you.*

**Exhibit 12**  
**(placeholder)**

Any and all Exhibits endorsed by the OSBOE without  
objection by Dr. Lehman

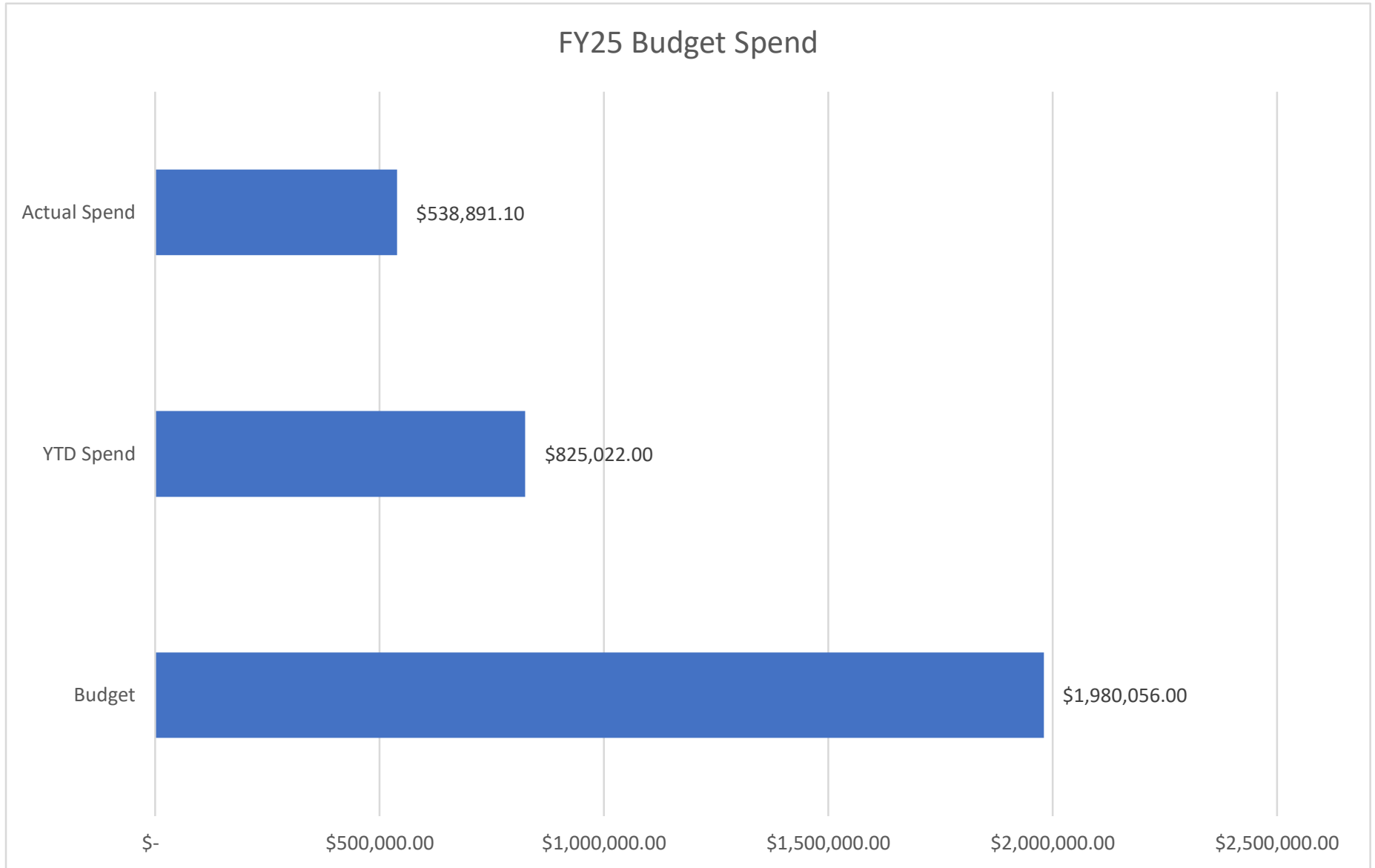


# STAFF REPORTS



# DIRECTOR MULLINS

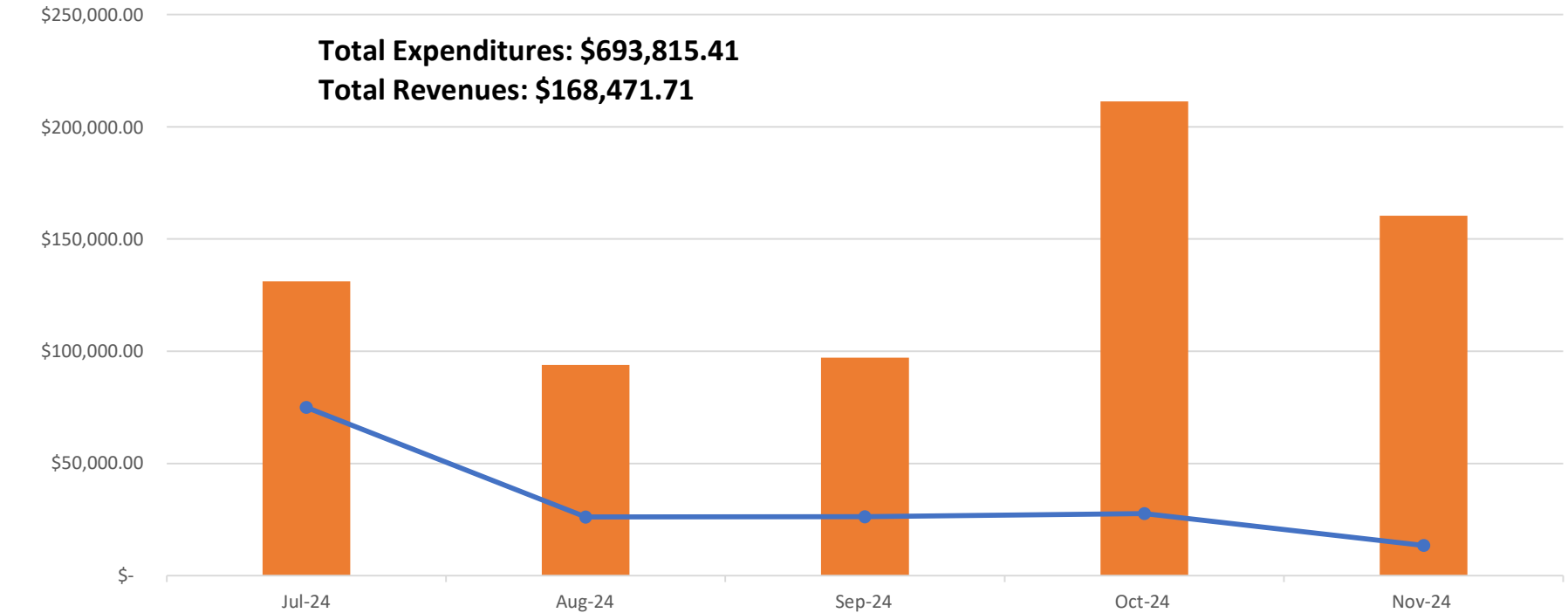
### FY25 Budget Spend



FY25 Revenues and Expenditures

Accounts Standing as of 12/6/2024: \$1,127,481.22

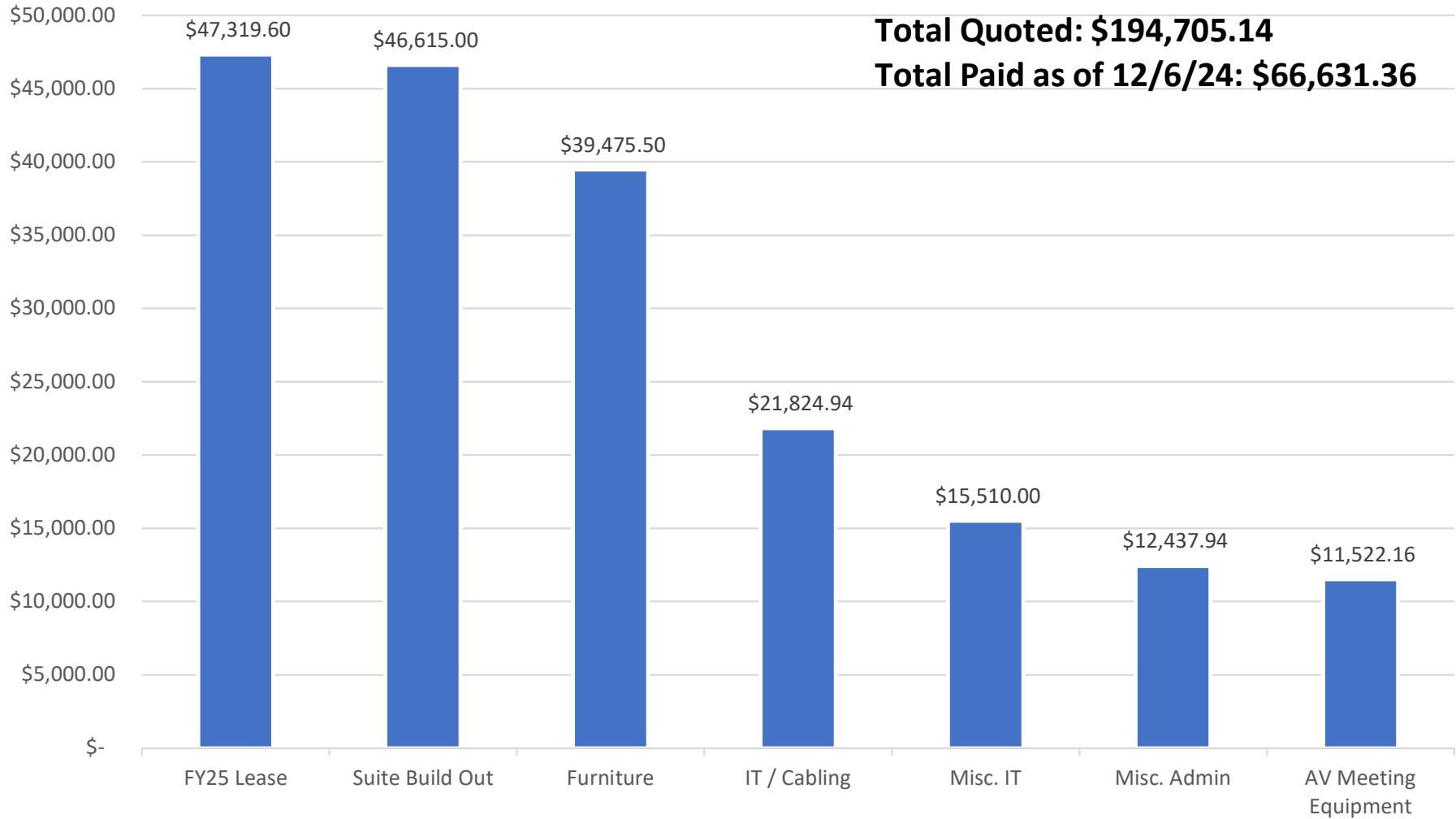
**Total Expenditures: \$693,815.41**  
**Total Revenues: \$168,471.71**



	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24
Expenditure	\$131,183.44	\$93,838.47	\$97,134.08	\$211,223.39	\$160,436.03
Revenue	\$74,967.00	\$26,132.00	\$26,260.42	\$27,657.00	\$13,455.29

Expenditure Revenue

# OSBOE Move Expenses



## Licensure Status Report License Year 2023, to present

### Total Active – 12/6/2024:

Permits Active	771
Licenses Active	4,320

### Licensing Year: 2023-2024

Type of License	# of Licenses	Cost
Full Licenses	344	\$600
Full Compact Licenses	171	\$600
Resident Training License	89	\$120
Temporary Resident License	7	\$100
Volunteer Licenses	2	\$0
Emeritus Licenses	18	\$0

### Licensed Renewed:

Dates	# of Renewals	Cost
May 1, 2023 – June 30, 2023	3,282 + 121 IMLC = 3,408	\$225
July 1, 2023 –	102 + 25 IMLC = 127	\$225
Volunteer	5	No Cost

### Licensing Year: 2024-2025

### Licenses Issued:

Type of License	# of Licenses	Cost
Full Licenses	342	\$600
Full Compact Licenses	68	\$600
Resident Training License	162	\$120
Temporary Resident License	5	\$100
Volunteer Licenses	2	\$0
Emeritus Licenses	20	\$0

### Licenses Renewed:

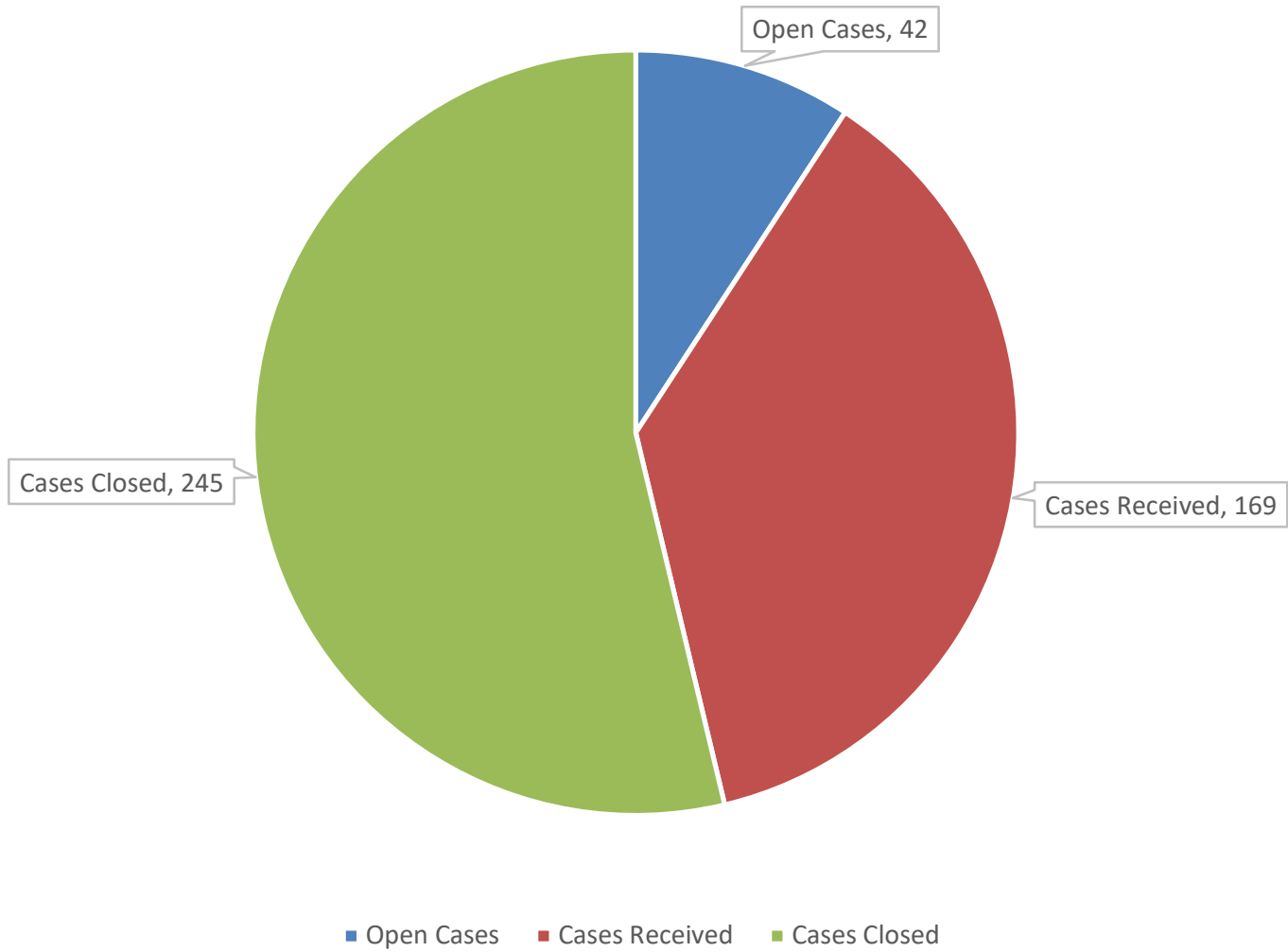
## Licensure Status Report License Year 2023, to present

<b>Dates</b>	<b># of Renewals</b>	<b>Cost</b>
May 1, 2024 – June 30, 2024	3,337 + 262 IMLC = 3,599	\$225
July 1, 2024 – Dec. 6, 2024	117 + 5 IMLC = 122	\$225
Volunteer	7	No Cost

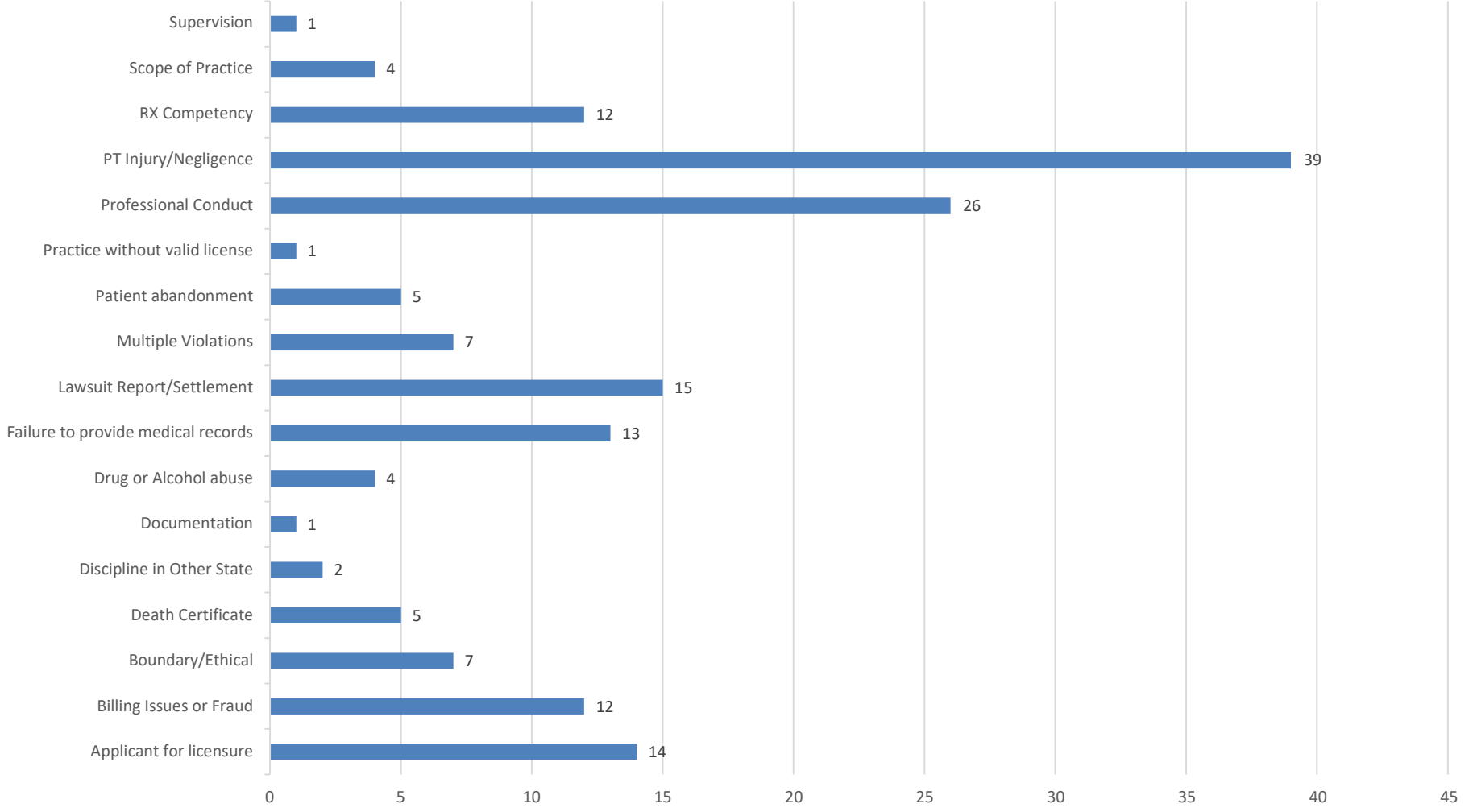
### Permits Issued:

<b>Dates</b>	<b>Total</b>	<b>Cost</b>
2022 – 2023	537	\$50 per location
2023 – 2024	658	\$50 per location
2024 – 2025	771	\$50 per location

## 2024 Case Data



### 2024 Allegation Type (as of 12/5/2024)





**From:** [Steven Mullins](#)  
**To:** [Kelsey Devinney](#)  
**Subject:** FW: FSMB's 2025 Annual Meeting Scholarship Announcement  
**Date:** Tuesday, December 3, 2024 9:11:36 AM  
**Attachments:** [image001.png](#)  
[2025 Role of the Voting Delegate.pdf](#)  
[image002.png](#)  
**Importance:** High

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Put discussion of FMSB on the agenda under staff reports.

## Steven K. Mullins

Executive Director  
Oklahoma State Board of Osteopathic Examiners  
5400 N. Grand Blvd., Suite 130  
Oklahoma City, OK 73112  
Office #405-528-8625 Direct #405-493-9110



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**From:** Kelly Alfred <KAlfred@fsmb.org>  
**Sent:** Monday, December 2, 2024 5:10 PM  
**To:** Kelly Alfred <KAlfred@fsmb.org>  
**Subject:** [EXTERNAL] FSMB's 2025 Annual Meeting Scholarship Announcement  
**Importance:** High

Dear Presidents/Chairs and Staff Fellows,

**The FSMB's 2025 Annual Meeting** will be held in **Seattle, Washington on April 24-26**. To assist in offsetting the costs for board members and staff to participate in the meeting, all state medical boards are eligible to receive up to 3 scholarships. The available scholarships are as follows:

- One (1) scholarship for the **Voting Delegate**: Usually this is the SMB President/Chair or alternate board member, but a state may also select a Staff Fellow or other senior staff member to serve as voting delegate.
- One (1) scholarship for **Senior Staff**: If a Staff Fellow is designated as the Voting Delegate, this would be available for another member of the Member Medical Board staff.
- One (1) scholarship at the **Member Medical Board's discretion**: Member Medical Boards may use this scholarship for either a board member or staff member to attend

the meeting.

In addition to these three (3) scholarships, the FSMB will award twelve (12) scholarships for Member Medical Board Public Members to attend the 2025 Annual Meeting. To be eligible for a scholarship, the recipient must be a Public Member of a Member Medical Board who has *never attended* an FSMB Annual Meeting and is not a recipient of any other scholarship. Only one (1) Public Member per state board may receive the award, and scholarships will be awarded on a first come, first served basis.

Attached is a letter from FSMB Chair Katie Templeton, JD, and President and CEO Dr. Humayun Chaudhry regarding the selection of your voting delegate.

To receive the scholarships, please identify your board's 2025 scholarship recipients by completing the scholarship application, which can be found using the links below. Detailed information about these scholarships, including eligibility and meeting attendance requirements, as well as application instructions, is provided.

- [Voting Delegate, Senior Staff, and Member Medical Board](#)
- [Public Member Scholarship](#)

**All 2025 scholarships will be in the amount of \$2,500.00 each for travel, lodging and meals. The Annual Meeting registration fee is also waived for scholarship recipients, and it does not count towards the \$2,500.00 amount.**

Once we've received your scholarship application, an acknowledgement of receipt and additional instructions will be sent to each recipient within three business days. The application deadline is **March 1, 2025**.

We look forward to seeing you in Seattle, and please do not hesitate to reach out with any questions.

Sincerely,

**Kelly C. Alfred, M.S.**  
Director, Education Service

**Federation of State Medical Boards**

400 Fuller Wiser Road | Suite 300 | Euless, TX 76039  
o. 817-868-5160 | [kalfred@fsmb.org](mailto:kalfred@fsmb.org) | [www.fsmb.org](http://www.fsmb.org)



# PROPOSED EXECUTIVE SESSION

# OLD BUSINESS

# NEW BUSINESS

# ADJOURNMENT