

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

In the Matter of )  
 ) KSBHA Docket No. 25-HA 00024  
 JoAnna L. Curl, P.A. )  
 Kansas License No. 15-01404 )

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**CONSENT ORDER**

COMES NOW, Petitioner, Disciplinary Panel #39 (“Petitioner”), a duly authorized committee of the Kansas State Board of Healing Arts (“Board”), by and through C. Sebastian Thomas Orosco, Associate Litigation Counsel, and JoAnna L. Curl, P.A. (“Licensee”), by and through Benjamin D. Ashworth, Attorney, and move the Board for approval of a Consent Order affecting Licensee’s license to as a physician assistant in the State of Kansas. The Parties stipulate and agree to the following:

1. Licensee’s last known mailing address to the Board is: **CONFIDENTIAL**  
**CONFIDENTIAL** Licensee’s last known e-mail address to the Board is: **CONFIDENTIAL**

2. On or about August 31, 2010, Licensee was issued an active license to practice as a physician assistant in Kansas, having been issued License No. 15-01404. Licensee’s license is Federal Active, having last renewed on January 23, 2024.

3. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate practice of physician assistants, K.S.A. 65-28a01, *et seq.*

4. The terms and conditions of the Consent Order are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Consent Order shall not be binding on the Board until an

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authorized signature is affixed at the end of this document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Consent Order on behalf of the Board.

5. A protective order is hereby entered to protect all confidential information under K.S.A. 65-2898a.

6. Facts supporting the allegations in this Consent Order include, but are not limited to the following:

- a. In 2021, Licensee was hired as a Physician Assistant at **CONFIDENTIAL** **CONFIDENTIAL**. As part of her employment, Licensee was expected to perform her professional duties in accordance with all applicable laws, policies, procedures, and rules of **CONFIDENTIAL** (Board Exhibit 1: Licensee Employment Contract).
- b. Between January 6, 2023, and May 10, 2023, Licensee established a physician-patient relationship as patient NT **CONFIDENTIAL** "Patient 1"'s primary care physician. Over the course of eight (8) encounters including telephone appointments, office visits, and refill requests, Licensee rendered care and treatment for Patient 1's various mental and physical health conditions, including Generalized Anxiety Disorder, PTSD, high cholesterol, insomnia, ADHD, neck pain and paresthesia, and pain in the upper extremities. (Board Exhibit 2: NT **CONFIDENTIAL** Medical Records).
- c. Prior to Patient 1 and Licensee forming the physician-patient relationship at issue, they had a pre-existing relationship arising out of their childhood and

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a long-established personal relationship between their families. In the summer of 2021, Licensee and Patient 1 renewed this personal relationship and began communicating with each other regularly. (Board Exhibit 3:

**CONFIDENTIAL**

Board Exhibit 4: Licensee Response).

- d. In April of 2023, the relationship between Licensee and Patient 1 became emotionally and sexually intimate. This resulted in at least three (3) instances of sexual intercourse while Licensee was professionally engaged as Patient 1's primary care physician. (Board Exhibit 4: Licensee Response).
- e. On or about May 18, 2023, Patient 1's spouse learned of the affair between Licensee and Patient 1, resulting in Patient 1 terminating the romantic relationship with Licensee. (Board Exhibit 3: **CONFIDENTIAL** **CONFIDENTIAL** on October 25, 2023; Board Exhibit 4: Licensee Response).
- f. On or about May 21, 2023, <sup>CONFIDENTIAL</sup> Human Resource conducted an investigation into a complaint there was a romantic relationship between Licensee and Patient 1. During this investigation, Licensee was interviewed and admitted to having a romantic relationship and consensual sexual intercourse with Patient 1. Upon conclusion of the investigation. Licensee's employment was terminated for "unprofessional conduct" under "applicable Kansas regulations governing physician assistants," and in

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violation of <sup>CONFIDENTIAL</sup> “Rules of Conduct,” and “AAPA’s Guidelines for Ethical Conduct for PA Professionals.” (Board Exhibit 5: Licensee Human Resource Records).

7. The Board has received information **CONFIDENTIAL** and has reason to believe there are grounds to take action with respect to Licensee’s license under the Kansas Physician Assistant Licensure Act K.S.A. 65-28a01, *et seq.* Specifically,

a. K.S.A. 65-28a05(a), as defined in K.A.R. 100-28a-8(t), in that Licensee has committed unprofessional conduct by committing an act of sexual misconduct and/or exploitation of Patient 1.

8. Under K.S.A. 65-28a05, the Board may revoke, suspend or limit a license, or may public or privately censure a licensee, upon finding that Licensee has violated the Kansas Physician Assistant Licensure Act.

9. Licensee acknowledges that the Board has sufficient evidence to prove that Licensee violated the Kansas Physician Assistant Licensure Act as stated above. Licensee further waives her right to dispute or otherwise contest the allegations contained in the above paragraphs in any further proceeding before the Board.

10. This Consent Order and the filing of such document are in accordance with applicable law and the Board has jurisdiction to enter into the Consent Order as provided by K.S.A. 77-505 and K.S.A. 65-2838. Upon approval, these stipulations shall constitute the findings of the Board, and this Consent Order shall constitute the Board’s Final Order.

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

12. Licensee voluntarily and knowingly waives her right to a hearing. Licensee voluntarily and knowingly waives her right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination of witnesses. Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

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

14. All the materials in **CONFIDENTIAL** regarding Licensee were fully reviewed and considered by the Board members who serve on the Board's Disciplinary Panel. Disciplinary Panel No. 39 authorized and directed Board counsel to seek settlement of this matter with the provisions contained in this Consent Order.

15. Licensee further understands and agrees that if the Board finds, after due written notice and an opportunity for a hearing, that Licensee has failed to comply with any of the terms of this Consent Order, the Board may immediately impose any sanction provided for by law, including but not limited to suspension or revocation of Licensee's license to practice as a physician assistant in Kansas. Licensee hereby expressly understands and agrees that, at any such hearing, the sole issue shall be whether or not Licensee has failed to comply with any of the terms or conditions set forth in this Consent Order. The Board acknowledges that at any such hearing, Licensee retains the right to confront and examine all witnesses, present evidence, testify on her

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own behalf, contest the allegations, present oral argument, appeal to the courts, and all other rights set forth in the Kansas Administrative Procedures Act, K.S.A. 77-501, *et seq.*, and the Kansas Physician Assistant Licensure Act, K.S.A. 65-28a01, *et seq.*

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

17. Licensee hereby releases the Board, its individual members (in their official and personal capacity), attorneys, employees and agents, hereinafter collectively referred to as "Releasees", from any and all claims, including but not limited to those alleged damages, actions, liabilities, both administrative and civil, including the Kansas Judicial Review Act, K.S.A. 77-601, *et seq.* arising out of the investigation and acts leading to the execution of this Consent Order. This release shall forever discharge the Releasees of any and all claims or demands of every kind and nature that Licensee has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Licensee shall not commence to prosecute, cause or permit to be prosecuted, any action or proceeding of any description against the Releasees.

18. Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record and shall be reported to any entities authorized to receive disclosure of the Consent Order.

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19. This Consent Order, when signed by both parties, constitutes the entire agreement between the parties and may only be modified or amended by a subsequent document executed in the same manner by the parties.

20. Licensee agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement, even if Licensee is not present. Licensee further acknowledges that the Board may conduct further inquiry as it deems necessary before acceptance or rejection of any offer of settlement.

21. Licensee, by signature to this document, waives any objection to the participation of the Board members, including the Disciplinary Panel and General Counsel, in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member or General Counsel in any future proceedings on the basis that the Board member or General Counsel has received investigative information from any source which otherwise may not be admissible or admitted as evidence.

22. Licensee acknowledges she has read this Consent Order, fully understands its contents, and has been entered into freely and voluntarily.

23. Licensee shall obey all federal, state, and local laws and rules governing the practice of physician assistants in Kansas that may be in place at the time of execution of the Consent Order or may become effective subsequent to the execution of this document.

24. Upon execution of this Consent Order by affixing a Board authorized signature below, the provisions of this Consent Order shall become a Final Order under K.S.A. 77-526. This

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Consent Order shall constitute the Board's Order when filed with the office of the Executive Director for the Board and no further Order is required.

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

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

27. In lieu of conducting a formal proceeding, Licensee, by signature affixed to this Consent Order, hereby voluntarily agrees to the following disciplinary action against her license to engage in the practice as a physician assistant in Kansas.

#### **PUBLIC CENSURE**

28. This Consent Order shall constitute a Public Censure for the above noted conduct.

#### **SUSPENSION OF LICENSE**

29. Licensee's license to practice as a physician assistant shall be suspended for a period of twenty-nine (29) days, effective immediately upon the Boards' issuance of this Consent Order.

#### **EDUCATION: BOUNDARIES & ASSESSMENT**

30. **On or before July 10, 2025**, Licensee shall successfully complete the **Professional Boundaries course ("PB-24")** hosted by **Professional Boundaries, Inc. ("PBI")**, or a substantially similar course authorized by the Board or its designated representative(s).

31. Licensee shall provide proof of enrollment in the PB-24 program, or substantially similar program authorized by the Board or its designated representative, to the Board's Compliance Coordinator **on or before February 10, 2025**.

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32. Licensee shall provide proof of successful completion of the PB-24 program or substantially similar program authorized by the Board, to the Board's Compliance Coordinator within **thirty (30) days** of successfully completing the program.

33. A substantially similar program, in lieu of PB-24, must be approved by the Board or its designated representative(s). To be considered for a substantially similar program, Licensee shall submit the following information to the Board's Compliance Coordinator on or before February 10, 2025:

- a. The name of the proposed substantially similar program;
- b. Documentation detailing the program sponsor;
- c. Course syllabus; and
- d. Any other course details and/or documentation to aid in the review and evaluation of the proposed substantially similar program.

34. All costs associated with successful completion of the PB-24 program, or authorized substantially similar program, shall be at Licensee's expenses, including but not limited to, the costs associated with enrollment, registration, testing, travel, meals, and/or accommodation.

35. Any continuing education credit accrued by Licensee as a result of participation in the PB-24 program or authorized substantially similar program shall not count toward the continuing education hours required of annual licensure renewal.

36. Licensee shall sign any and all releases necessary to allow PBI, or a substantially similar program authorized by the Board or its designated representative(s), to communicate with the Board. Licensee shall provide a copy of such releases to the Board's Compliance Coordinator

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and any failure to execute such a release, failure to provide copies to the Board, or any premature revocation of such release shall constitute a violation of this Consent Order.

37. All reports, documentation, or correspondence, under this Consent Order shall be directed to:

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

#### **TIMEFRAME**

38. This Consent Order shall terminate upon submission of written proof of successful completion and satisfaction of all conditions and requirements under this Consent Order, including but not limited to public censure, definite suspension, and education.

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

**IT IS SO ORDERED** on this 26<sup>th</sup> day of February, 2025.

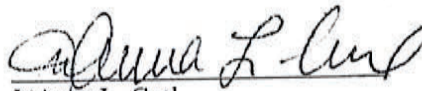
**FOR THE KANSAS STATE BOARD OF  
HEALING ARTS:**

*Susan Hill*

\_\_\_\_\_  
Executive Director

2/26/25  
\_\_\_\_\_  
Date

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**Kansas License No. 15-01404**



JoAnna L. Curl  
Licensee

1-14-2025

Date

PREPARED AND APPROVED BY:

/s/ C. Sebastian Thomas Orosco

C. Sebastian Thomas Orosco, #24605  
Associate Litigation Counsel  
Kansas Board of Healing Arts  
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APPROVED BY:



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## CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I served a true and correct copy of the above  
**Consent Order** by United States mail, postage prepaid, and via e-mail on this 26<sup>th</sup> day of  
February, 2024, to the following:

JoAnna L. Curl  
Licensee

**CONFIDENTIAL**

Benjamin D. Ashworth  
Attorney for Licensee  
Colantuono Guinn Keppler, LLC  
Educational Technology Center  
7015 College Boulevard Suite 375  
Overland Park, Kansas 66211  
ba@ksmolaw.com

And the original was hand-filed with:

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


And a copy was hand-delivered to:

C. Sebastian Thomas Orosco  
Associate Litigation Counsel  
Kansas Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612

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

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

  
Staff Member

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