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BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

KS State Board of Healing Arts

In the Matter of)
) Docket No. 18-HA 00050
Mohammad Ghassemi, M.D.)
Kansas License No. 04-25500)

CONSENT ORDER

COMES NOW, the Kansas State Board of Healing Arts, (“Board”), by and through Susan R. Gering, Deputy Litigation Counsel (“Petitioner”), and Mohammad Ghassemi, M.D. (“Licensee”), by and through his counsel, Gregory P. Forney, of Shaffer, Lombardo, and Shurin, and move the Board for approval of a Consent Order affecting Licensee’s license to practice medicine and surgery in the State of Kansas. The Parties stipulate and agree to the following:

1. Licensee’s last known mailing address to the Board is: 5900 State Ave., Kansas City, Kansas 66102.
2. Licensee is or has been entitled to engage in the practice of medicine and surgery in the State of Kansas, having been issued License No. 04-25500 on approximately February 11, 1995. Licensee’s license is currently and has been active since the aforementioned date.
3. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of the healing arts, specifically the practice of medicine and surgery. K.S.A. 65-2801 *et seq.*, and K.S.A. 65-2869.
4. This Consent Order and the filing of such document are in accordance with applicable law and the Board has jurisdiction to enter into the Consent Order as

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provided by K.S.A. 77-505 and 65-2838. Upon approval, these stipulations shall constitute the findings of the Board, and this Consent Order shall constitute the Board's Final Order.

5. The Kansas Healing Arts Act is constitutional on its face and as applied in the case. Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.
6. Licensee voluntarily and knowingly waives his right to a hearing. Licensee voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination of witnesses. Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.
7. The terms and conditions of the Consent Order are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Consent Order shall not be binding on the Board until an authorized signature is affixed at the end of this document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Consent Order on behalf of the Board.
8. The Board has received information and investigated the same, and has reason to believe that there may be grounds to take action with respect to Licensee's license under the Kansas Healing Arts Act, K.S.A. 65-2801 *et seq.*
9. On or about October 6, 2015, Patient 1 was involved in a motor vehicle accident which resulted in injuries to her neck and back.

10. Patient 1 received care and treatment from Licensee for her soft tissue injuries after her motor vehicle accident from on or about October 12, 2015, to on or about October 30, 2015.
11. At Patient 1's initial appointment on October 12, 2015, Licensee documented Patient 1 had "a lot [of] pain in her neck upper back [and] lower back. HA feels some nausea."
12. In Licensee's plan on October 12, he documented Patient 1 was to use Flexeril and another illegible medication, and that he gave an 80mg Depo-Medrol injection.
13. Licensee billed for a 99215 for Patient 1's visit and a J1040 for the injection of Depo-Medrol for the October 12th appointment.
14. On or about October 16, 2015, a visit for Patient 1 occurred where Patient 1 was documented as "continue to improve, but still a lot of neck pain [and] limitation of movement nausea resolved still occ[.] HA[.] Back Pain Better, Shoulder Pain better."
15. Licensee documented a plan that included continuing with Patient 1's current treatment. He also, documented giving Patient 1 another 80mg Depo-Medrol injection.
16. Licensee billed for a 99215 for Patient 1's visit and a J1040 for the injection of Depo-Medrol for the October 16th appointment.
17. On or about October 23, 2015, a visit for Patient 1 occurred where Licensee documented Patient 1 was "much better[.] [S]till cannot do much above the head work[.] Back Pain almost resolved[.] neck pain much better no HA."
18. Licensee documented a plan that included "keep work restrictions till next week.."

19. On or about October 30, 2015, a visit for Patient 1 occurred where Licensee documented Patient 1 “is almost back to [normal]” and that her headache, neck and shoulder pain were gone and she could go back “to work with no restrictions.”
20. Licensee documented a plan that included for Patient 1 to continue with her current treatment and return to work on November 2, 2015, with no restrictions.
21. Licensee filed claims with Patient 1’s automobile insurance company Progressive Insurance, for reimbursement of services provided and provided documentation to Progressive.
22. On or about November 3, 2015, a Progressive adjustor contacted Licensee after receiving the bills as Licensee had charged a higher code for his visits than what was expected for his level of service; however, Licensee informed her she needed to “stop this nonsense . . .”, disconnected the phone call without allowing the adjustor to say or ask anything.
23. Patient 1 had reported to Progressive staff, upon inquiry, that she never received an injection from Licensee during his care and treatment of her in October 2015.
24. On or about November 30, 2015, Progressive staff contacted Patient 1 to discuss her treatment and recorded a statement from her.
25. During the discussion with Patient 1, she again confirmed with Progressive staff that she never received an injection from Licensee during his care and treatment of her. Further, Patient 1 indicated that she was not in enough pain to need a pain shot.

26. During the November 30, 2015 discussion, Patient 1 relayed that Licensee told her to tell Progressive to stop calling him as the rates he charges are what he charges everyone.
27. On or about December 1, 2015, Progressive staff contacted Licensee to discuss the “billing issues”, but after calling the staff member a “jerk” Licensee hung up on him. Ultimately, the matter was resolved by a compromised amount to be paid to Licensee for care and treatment rendered to Patient 1.
28. The medical records that were provided to the Board by Licensee contain additional information that was not listed in the medical records provided to Progressive Insurance. Licensee by his signature on a notarized affidavit indicated the records were a “true copy” of the records subpoenaed.
29. Specifically, Licensee’s records to the Board contain the following additional information:
- a. On October 12, 2015, in the physical exam section “Lot #611112 Exp 3131118” was added.
 - b. On October 16, 2015, in the assessment section “Lot #611112 Exp 3131118” was added.
30. Licensee acknowledges that if formal hearing proceedings were conducted and Licensee presented no exhibits, witnesses, or other evidence, the Board has sufficient evidence to prove that Licensee has violated the Kansas Healing Arts Act with respect to the above allegations. Licensee further waives his right to dispute or otherwise contest the allegations contained in the above paragraphs in any further proceeding before this Board.

31. Licensee's acts, if proven, constitute unprofessional conduct and/or dishonorable conduct or professional incompetency as set forth in K.S.A. 65-2836(b).
32. Licensee violated K.S.A. 65-2836(b), as further defined by K.S.A. 65-2837(b)(12) in that Licensee's conduct is likely to deceive, defraud or harm the public when he billed for services not performed on Patient 1.
33. Licensee violated K.S.A. 65-2836(b), as further defined by K.S.A. 65-2837(b)(17) by the use of any false, fraudulent or deceptive statement in any document connected with the practice of the healing arts including the intentional falsifying or fraudulent altering of a patient or medical care facility record when he fraudulently documented providing injections to Patient 1 and further, when he altered her medical records to indicate the lot number and expiration date.
34. Licensee violated K.S.A. 65-2836(b), as set forth in K.S.A. 65-2837(b)(25), in that Licensee failed to keep written medical records which accurately describe the services rendered to the patient, including patient histories, pertinent findings, examination results and test results when he fraudulently documented providing injections to Patient 1 and further, when he altered her medical records to indicate the lot number and expiration date.
35. Licensee violated K.S.A. 65-2836(aa) in that Licensee knowingly submitted any misleading, deceptive, untrue or fraudulent representation on a claim form, bill or statement when he billed Progressive for services he did not provide.
36. Licensee violated K.A.R. 100-24-1 and, as such, also violated K.S.A. 65-2836(k) by failing to keep accurate medical records.

37. Pursuant to K.S.A. 65-2836, the Board may revoke, suspend, limit, censure or place under probationary conditions Licensee's license and pursuant to K.S.A. 65-2863a the Board has the authority to impose administrative fines for violations of the Kansas Healing Arts Act.
38. 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.
39. All pending investigation materials in KSBHA Investigation No. 16-00335 regarding Licensee were fully reviewed and considered by the Board members who serve on the Board's Disciplinary Panel No. 32. Disciplinary Panel No. 32 authorized and directed Board counsel to seek settlement of this matter with the provisions contained in this Consent Order.
40. Licensee further understands and agrees that if the Board finds, after due written notice and an opportunity for a hearing, that Licensee has failed to comply with any of the terms of this Consent Order, the Board may immediately impose any sanction provided for by law, including but not limited to suspension or revocation of Licensee's license to practice medicine and surgery in the State of Kansas. Licensee hereby expressly understands and agrees that, at any such hearing, the sole issue shall be whether or not Licensee has failed to comply with any of the terms or conditions set forth in this Consent Order. The Board acknowledges that at any such hearing, Licensee retains the right to confront and examine all witnesses, present evidence, testify on his own behalf, contest the allegations, present oral argument, appeal to the courts, and all other rights set forth in the Kansas

Administrative Procedures Act, K.S.A. 77-501 *et seq.*, and the Kansas Healing Arts Act, K.S.A. 65-2801 *et seq.*

41. Nothing in this Consent Order shall be construed to deny the Board jurisdiction to investigate alleged violations of the Kansas Healing Arts Act, or to investigate complaints received under the Risk Management Law, K.S.A. 65-4921 *et seq.*, that are known or unknown and are not covered under this Consent Order, or to initiate formal proceedings based upon known or unknown allegations of violations of the Kansas Healing Arts Act.
42. 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.
43. 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.

44. 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.
45. Licensee agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement, even if Licensee is not present. Licensee further acknowledges that the Board may conduct further inquiry as it deems necessary before the complete or partial acceptance or rejection of any offer of settlement.
46. 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.
47. Licensee acknowledges that he has read this Consent Order and fully understands the contents.
48. Licensee acknowledges that this Consent Order has been entered into freely and voluntarily.
49. All correspondence or communication between Licensee and the Board relating to the Consent Order shall be by certified mail addressed to:

Kansas State Board of Healing Arts

Attn: Compliance Coordinator
800 SW Jackson, Lower Level-Suite A,
Topeka, Kansas 66612

50. Licensee shall obey all federal, state and local laws and rules governing the practice of medicine and surgery in the State of Kansas that may be in place at the time of execution of the Consent Order or may become effective subsequent to the execution of this document.
51. Upon execution of this Consent Order by affixing a Board authorized signature below, the provisions of this Consent Order shall become an Order under K.S.A. 65-2838. This Consent Order shall constitute the Board's Order when filed with the office of the Executive Director for the Board and no further Order is required.
52. Licensee shall immediately notify the Board or its designee of any citation, arrest or charge filed against him or any conviction for any traffic or criminal offense excluding speeding and/or parking violations.
53. Licensee shall immediately notify the Board or its designee of any complaint filed, or investigation opened, by the proper licensing authority of another state, territory, District of Columbia, or other country, or by a peer review body, a health care facility, a professional association or society, or by a governmental agency.
54. Licensee shall at all times keep Board staff informed of his current practice locations addresses and telephone numbers as well as any mailing address. Licensee shall provide the above information in writing to the Board within ten (10) days of any such change.
55. This Consent Order constitutes **public non-disciplinary action**.

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

57. In lieu of conducting a formal proceeding, Licensee, by signature affixed to this Consent Order, hereby voluntarily agrees to the following non-disciplinary action against his license to engage in the practice of medicine and surgery:

EDUCATION

58. Licensee shall attend and successfully complete the following continuing education course(s)

- a. Licensee shall attend and successfully complete the in-person seminar entitled PROBE: Ethics & Boundaries Program presented by The Center for Personalized Education for Physicians (“CPEP”) on or before June 30, 2018.
 - i. CPEP may be contacted at 720 S. Colorado Blvd., Suite 1100-N, Denver, Colorado 80246 - Phone: 303-577-3232 - Fax: 720-445-3830 or at <http://www.cpepdoc.org/>.
 - ii. On or before March 1, 2018, Licensee shall notify the Compliance Coordinator in writing of the date Licensee has registered to attend the above-named course(s)/seminar(s).
 - iii. Licensee shall provide proof of successful completion of the above course(s)/seminar(s) to the Compliance Coordinator within thirty (30) calendar days of successfully completing the PROBE Program.
 - iv. Licensee shall sign all necessary releases so that the Board can obtain all documentation from CPEP.

- b. Licensee shall attend and successfully complete the in-person Medical Record Keeping Seminar and successfully complete the follow-up Personalized Implementation Program (“PIP”) at CPEP or other approved medical record/documentation course.
- i. On or before March 1, 2018, Licensee shall notify the Compliance Coordinator in writing of the date Licensee has registered to attend the above-named course(s)/seminar(s).
 - ii. Licensee shall provide proof of successful completion of the above course(s)/seminar(s) to the Compliance Coordinator within thirty (30) calendar days of successfully completing the Medical Record Keeping Seminar or other approved medical record/documentation course.
 - iii. Licensee shall provide proof of successful completion of the above course(s)/seminar(s) to the Compliance Coordinator within thirty (30) calendar days of successfully completing the PIP follow-up or other approved medical record/documentation course.
 - iv. Licensee shall sign all necessary releases so that the Board can obtain all documentation from CPEP or other approved medical record/documentation course.
- c. Licensee shall attend and successfully complete a continuing education course for billing and coding provided by Coding and Compliance Initiatives, Inc., 11409 S. Gander Street, Olathe, Kansas 66061, by June 30, 2018, unless otherwise approved.

- i. Licensee shall provide proof of successful completion of the above course(s)/seminar(s) to the Compliance Coordinator within thirty (30) calendar days of successfully completing the billing and coding course.

59. All foreseen and unforeseen expenses to complete the aforementioned continuing education including travel, lodging, program fee, meals, etc., shall be at Licensee's own expense.

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

61. Upon receiving proof of attendance and successful completion of the aforementioned course(s)/seminar(s), this Consent Order shall be terminated.

62. All correspondence to the Board relating to this Consent Order shall be mailed to the Board by certified mail addressed to:

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

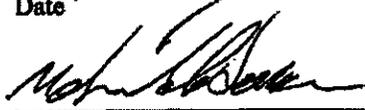
IT IS THEREFORE ORDERED that the Consent Order and agreement of the parties contained herein is adopted by the Board as findings of fact, conclusions of law, and as a Final Order of the Board.

IT IS SO ORDERED on this 19 day of April, 2018.

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

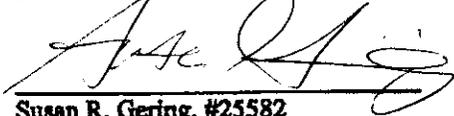

Kathleen Selzler Lippert
Executive Director

11/18/17
Date


Mohammad Ghassemi, M.D.
Licensee

Date

PREPARED AND APPROVED BY:



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Consent Order
Mohammad Ghassemi, M.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I served a true and correct copy of the Consent Order by United States mail, postage prepaid, on this 14th day of April, 2018, to the following:

Mohammad Ghassemi, M.D.
Licensee
5900 State Ave.
Kansas City, Kansas 66102

Gregory P. Forney
Attorney for Licensee
Shaffer Lombardo Shurin Attorneys at Law
2001 Wyandotte Street
Kansas City, Missouri 64108

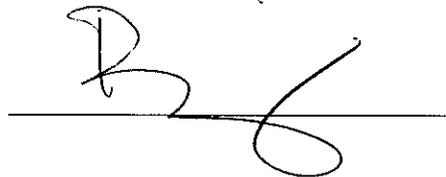
And the original was hand-filed with:

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

And a copy was hand-delivered to:

Susan R. Gering
Deputy Litigation Counsel
Kansas State Board of Healing Arts
800 SW Jackson, Lower Level-Suite A
Topeka, Kansas 66612

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

A handwritten signature in black ink, appearing to be 'B. G.', is written over a horizontal line.