

AUG 19 2020

KS State Board of Healing Arts

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

In the Matter of

Dawn M. Pabst, O.T.A.

License No. 18-00950

Docket No. <sup>21</sup>~~20~~-HA 00023

**CONSENT ORDER**

COMES NOW, the Kansas State Board of Healing Arts, ("Board"), by and through Matthew Gaus, Litigation Counsel ("Petitioner"), and Dawn M. Pabst, O.T.A. ("Licensee"), and move the Board for approval of a Consent Order affecting Licensee's license to practice as an occupational therapy assistant in Kansas. The Parties stipulate and agree to the following:

1. Licensee's last known mailing address to the Board is: CONFIDENTIAL  
CONFIDENTIAL
2. Licensee was issued license number 18-00950 to practice as an occupational therapy assistant on May 20, 2013. Licensee last renewed her license with an Active designation on or about March 27, 2020.
3. During all times relevant to the facts set forth in this Consent Order Licensee held an Active license to practice as an occupational therapy assistant in Kansas.
4. The Board has received information and investigated the same, and has reason to believe there are grounds to take action under the Kansas Occupational Therapy Practice Act, K.S.A. 65-5401 *et seq.*
5. Licensee was employed by Summit Care, Inc., a physical therapy clinic and contractor, in 2019.

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6. Summit Care Inc. initiated an investigation on April 30, 2019, after discovering that Licensee charged for and entered treatment records indicating 25 minutes of treatment provided to Patient 1, when in fact she had not treated Patient 1 at all.

7. The investigation further showed Licensee submitted inaccurate billing and treatment records for an additional four patients on the same day. Specifically, in each case she provided less than full amount of prescribed treatment, although her billing and treatment records falsely indicated she had provided the full amount of required treatment.

8. Additional investigation revealed Licensee had similarly submitted inaccurate billing and treatment records for each patient she was scheduled to treat on April 15, 2019, April 24, 2019, and April 25, 2019.

9. On May 2, 2019, administrators from Summit Care, Inc. interviewed Licensee regarding the discrepancies. Licensee immediately admitted to billing Patient 1 for treatment she did not provide and submitting inaccurate treatment and billing records to that effect.

10. During that interview, Licensee falsely stated to administrators that her falsification of Patient 1's billing records was the first and only time she had falsified records.

11. Only after administrators confronted her with evidence obtained from surveillance footage showing additional instances of falsifying of records did Licensee admit to the additional instances of inaccurate billing and treatment records.

12. Licensee's employment was immediately terminated at the conclusion of the May 2, 2019 interview due to Licensee's falsification of billing and treatment records.

13. In a written response to Board investigators regarding this incident, Licensee stated she only recalled the incident involving Patient 1, and falsely stated that the Patient 1's inaccurate records were the result of accidentally making a note on the wrong patient record.

14. In a later interview with Board investigators, Licensee admitted she had intentionally falsified Patient 1's billing and treatment records.

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

16. The Board is the sole and exclusive administrative agency in Kansas authorized to regulate the practice of the healing arts, and specifically the practice of occupational therapists. K.S.A. 65-5401 *et seq.*

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

18. 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.

19. 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.

20. The Board has received information and investigated the same, and has reason to believe there may be grounds to take action with respect to Licensee's license under the Kansas Occupational Therapy Practice Act, K.S.A. 65-5401 *et seq.*

21. 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 Occupational Therapy Practice Act with respect to the above allegations. Licensee further waives her right to dispute or otherwise contest the allegations contained in the above paragraphs in any further proceeding before this Board.

22. Licensee violated K.S.A. 65-5410(a)(2) of the Kansas Occupational Therapy Practice Act, as further modified by 100-54-5(h) in that she committed unprofessional conduct when she was disciplined by a peer review medical care facility for acts or conduct that would constitute grounds for denial, refusal to renew, suspension, or revocation of a license under K.S.A. 65-5410 and amendments thereto; specifically, Licensee was terminated from her employment for falsifying billing and treatment records.

23. Licensee violated K.S.A. 65-5410(a)(2) of the Kansas Occupational Therapy Practice Act, as further modified by 100-54-5(o) in that she committed unprofessional conduct when she engaged in conduct likely to deceive, defraud, or harm the public; specifically, Licensee falsified billing and treatment records, on multiple occasions and with multiple patients, to record that she had performed treatment she had not actually performed, to the detriment of the well-

being of those patients. Further, Licensee was initially dishonest with both her employer and with Board investigators in an attempt to conceal the extent of her misconduct.

24. Licensee violated K.S.A. 65-5410(a)(2) of the Kansas Occupational Therapy Practice Act, as further modified by 100-54-5(r) in that she committed unprofessional conduct in obtaining fees by fraud, deceit, or misrepresentation; specifically, Licensee on multiple occasions falsified records to allow billing for services not actually performed.

25. Under K.S.A. 65-5410(a), the Board may refuse to renew, suspend, revoke or limit a license or a licensee may be publicly or privately censured where a licensee has been guilty of unprofessional conduct which has endangered or is likely to endanger the health, welfare or safety of the public.

26. According to K.S.A. 77-505 and K.S.A. 65-5410(b), the Board has authority to enter into this Consent Order without the necessity of proceeding to a formal hearing.

27. All pending investigation materials in KSBHA CONFIDENTIAL regarding Licensee were fully reviewed and considered by the Board members who serve on the Board's Disciplinary Panel. Disciplinary Panel No. 35 authorized and directed Board counsel to seek settlement of this matter with the provisions contained in this Consent Order.

28. 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 an occupational therapist 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 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 Occupational Therapy Practice Act K.S.A. 65-5401 *et seq.*

29. Nothing in this Consent Order shall be construed to deny the Board jurisdiction to investigate alleged violations of the Kansas Occupational Therapy Practice 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 Occupational Therapy Practice Act.

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

31. 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.

32. 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.

33. 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.

34. 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.

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

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

37. Licensee shall obey all federal, state and local laws and rules governing the practice of occupational therapy 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.

38. Upon execution of this Consent Order by affixing a Board authorized signature below, the provisions of this Consent Order shall become an Order under K.S.A. 77-505 and K.S.A. 65-5410(b). 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.

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

40. Licensee shall immediately notify the Board or its designee of any complaint filed, or investigation opened, by the proper licensing authority of another state, territory, District of Columbia, or other county, or by a peer review body, a health care facility, a professional association or society, or by a governmental agency.

41. Licensee shall at all times keep Board staff informed of her current practice locations addresses and telephone numbers. Licensee shall provide the above information in writing to the Board within ten days of any such change.

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

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



44. 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 practice as an occupational therapist assistant:

#### **PUBLIC CENSURE**

45. Licensee is hereby **publicly censured** for violating the Kansas Occupational Therapy Practice Act.

#### **EDUCATION: ETHICS COURSE**

46. Licensee shall successfully complete the **Ethics and Boundaries Examination** offered by **Ethics and Boundaries Assessment Services, L.L.C.** within **180 calendar days** of the execution of this Consent Order. Information regarding the Ethics and Boundaries Examination, including registration, is available at: [www.ebas.org](http://www.ebas.org).

47. Licensee shall provide **proof of successful completion** of the Ethics and Boundaries Examination to the Board's Compliance Coordinator **within 30 calendar days of successfully completing the examination.**

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

49. Any hours earned by Licensee toward continuing education as a result of successfully completing the Ethics and Boundaries Examination shall be in addition to those continuing education hours required for renewal of licensure.

### **EDUCATION: BILLING COURSE**

50. Licensee shall successfully complete the **Ethics and Billing** program offered by **Relias Academy** or another Board-approved continuing education course covering ethical billing practices, within 180 calendar days of the execution of this Consent Order. Information regarding the Documentation and Coding Excellence Program can be found at including registration, is available at: [reliasacademy.com](http://reliasacademy.com).

51. Any program other than that listed above which Licensee wishes to complete in order to satisfy this requirement must be approved by the Board in advance of Licensee's enrollment in such program.

52. Licensee shall provide **proof of successful completion** of the **Ethics and Billing** program offered by **Relias Academy** or another Board-approved continuing education course covering ethical billing practices, **within 30 days of successfully completing the program**.

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

54. Any hours earned by Licensee toward continuing education as a result of successfully completing the Ethics and Billing program shall be in addition to those continuing education hours required for renewal of licensure.

### **EDUCATION: RECORDKEEPING COURSE**

55. Licensee shall successfully complete the **Documentation Bootcamp for Skilled Therapy Services** program offered by **Summit Professional Education** or another Board-approved continuing education course covering recordkeeping and documentation practices,

within 180 calendar days of the execution of this Consent Order. Information regarding the Documentation and Coding Excellence Program is available at: [summit-education.com](http://summit-education.com)

56. Any program other than that listed above which Licensee wishes to complete in order to satisfy this requirement must be approved by the Board in advance of Licensee's enrollment in such program.

57. Licensee shall provide **proof of successful completion** of the **Documentation Bootcamp for Skilled Therapy Services** program offered by **Summit Professional Education**, or another Board-approved continuing education course covering ethical billing practices, **within 30 days of successfully completing the program.**

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

59. Any hours earned by Licensee toward continuing education as a result of successfully completing the Documentation Bootcamp for Skilled Therapy Services program shall be in addition to those continuing education hours required for renewal of licensure.

60. All documentation required pursuant 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, KS 66612  
[KSBHA\\_compliancecoordinator@ks.gov](mailto:KSBHA_compliancecoordinator@ks.gov)

**TIMEFRAME**

61. Licensee must successfully complete all requirements of this Consent Order on or before the dates specified before she may request termination of this Consent Order.

**IT IS 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<sup>th</sup> day of August, 2020.

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

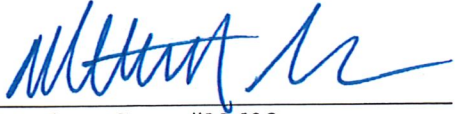


8/19/2020  
Date

Dawn M. Pabst  
Dawn M. Pabst, O.T.A.  
Licensee

6/20/20  
Date

PREPARED BY:



Matthew Gaus, #22609  
Associate Litigation Counsel  
Kansas Board of Healing Arts  
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Topeka, Kansas 66612  
Phone: 785-296-8022  
Fax: 785-368-8210  
Matthew.Gaus@ks.gov

### 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, as well as via email, on this 19<sup>th</sup> day of August, 2020, to the following:

Dawn M. Pabst, O.T.A.

*Licensee*

**CONFIDENTIAL**

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:

Matthew Gaus  
Associate Litigation Counsel  
Kansas Board of Healing Arts  
800 SW Jackson, Lower Level-Suite A  
Topeka, Kansas 66612

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

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

  
\_\_\_\_\_  
Staff Member

Consent Order  
Dawn M. Pabst, O.T.A.