

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN DENTISTRY

In the Matter of)
Dr. John P. Burke)
License No. DN11854)
Expired March 31, 2014)
_____)

Docket No. DEN-2013-0111

CONSENT AGREEMENT FOR CENSURE

The Massachusetts Board of Registration in Dentistry ("Board") and Dr. John P. Burke ("Licensee"), license¹ no. DN11854 ("License"), do hereby stipulate and agree the following information shall be entered into and become a permanent part of the Licensee's record maintained by the Board.

1. The Licensee hereby states he voluntarily enters into this Consent Agreement for Censure ("Agreement") to resolve the allegations set forth in the complaint docketed at DEN-2013-0111 (hereinafter the "Complaint").
2. The Licensee acknowledges there are sufficient facts in the Complaint from which the Board could reasonably find grounds for discipline under M.G.L. c. 112, § 61 and 234 CMR.
3. The Licensee and the Board stipulate and agree to resolve the Complaint without making findings and without having to proceed to a formal adjudicatory hearing on the Complaint as follow:
 - (a) Licensee violated M.G.L. c. 112, 52E and c. 112, §61 by repeatedly billing the Commonwealth's medical assistance and benefit programs established pursuant to Titles XIX and XXI of the Social Security Act and M.G.L. c. 118E (hereinafter "MassHealth") for services he did not provide patients, specifically for the following billing submissions regarding:
 - (i) Patient A; on 8/9/2007, Licensee billed MassHealth for four (4) periapical radiographs when in fact only one Panorex was exposed;
 - (ii) Patient B; on 6/28/2007, 2/19/2008, 8/21/2008, 2/25/2009 and 9/3/2009, Licensee billed MassHealth for periapical radiographs when Patient B had no periapical radiographs exposed during the entire

¹ The term "license" or "License" applies to both a current and expired license as well as the right to renew a current or expired license.

length of treatment with Licensee;

- (iii) Patient C; on 7/17/2009, Licensee billed MassHealth for seven (7) periapical radiographs when Patient C did not have any treatment on that date of service;
- (iv) Patient E; on 11/12/2008, Licensee billed MassHealth for seven (7) periapical radiographs and on 12/11/2009, Licensee billed MassHealth for seven (7) periapical radiographs when only four (4) periapical radiographs were exposed for these two dates of service;
- (v) Patient F; on 4/2/2008, Licensee billed MassHealth for four (4) periapical radiographs when Patient F had no periapical radiographs exposed during the entire length of treatment with Licensee;
- (vi) Patient G; on 7/21/2009 and 1/22/2010, Licensee billed MassHealth for seven (7) periapical radiographs when Patient G had no periapical radiographs exposed during the entire length of treatment with Licensee;
- (vii) Patient H; on 11/1/2007, Licensee billed MassHealth for four (4) periapical radiographs when no periapical radiographs were exposed;
- (viii) Patient I; on 10/17/2007 and 5/27/2009, Licensee billed MassHealth for periapical radiographs when no periapical radiographs were exposed and on 12/10/2009, Licensee billed MassHealth for seven (7) periapical radiographs when only four (4) periapical radiographs were exposed;
- (ix) Patient J; on 4/4/2007, Licensee billed MassHealth for ten (10) periapical radiographs when only four (4) periapical radiographs were exposed that day. Licensee rebilled MassHealth on 8/19/2007 for radiographs billed on 4/4/2007; however this time Licensee billed MassHealth for twelve (12) periapical radiographs. The Licensee again rebilled MassHealth on 9/25/2007 for periapical radiographs exposed on 4/4/2007;
- (x) Patient K; on 3/30/2007, Licensee billed MassHealth for ten (10) periapical radiographs, on 10/4/2007 Licensee billed MassHealth for four (4) periapical radiographs, on 4/9/2008 Licensee billed MassHealth for four (4) periapical radiographs, on 2/17/2009 Licensee billed MassHealth for seven (7) periapical radiographs and on 3/24/2010 Licensee billed MassHealth for seven (7) periapical radiographs, when Patient K had no periapical radiographs exposed during the entire length of treatment with Licensee;
- (xi) Patient L; on 5/10/2007, Licensee billed MassHealth for six (6)

periapical radiographs; on 11/15/2007 Licensee billed MassHealth for four (4) periapical radiographs and on 6/26/2008 Licensee billed MassHealth for four (4) periapical radiographs when no periapical radiographs were exposed on these two dates of service. On 12/31/2008, Licensee billed MassHealth for seven (7) periapical radiographs when only four (4) periapical radiographs were exposed;

- (xii) Patient M; on 1/7/2009, Licensee billed MassHealth for seven (7) periapical radiographs when only four (4) periapical radiographs were exposed;
- (xiii) Patient N; on 7/11/2007, Licensee billed MassHealth for five (5) periapical radiographs and rebilled MassHealth on 10/1/2007 for four (4) periapical radiographs for the same date of service, when no periapical radiographs were exposed on that day. On 5/1/2008, Licensee billed MassHealth for four (4) periapical radiographs when no periapical radiographs were exposed;
- (xiv) Patient O; on 4/24/2007 and 12/14/2007, Licensee billed MassHealth for four (4) periapical radiographs, when the patient had no periapical radiographs exposed on those dates. On 10/2/2008, Licensee billed for seven (7) periapical radiographs and on 10/1/2009 billed for eight (8) periapical radiographs when only four (4) periapical radiographs were exposed on those two dates.

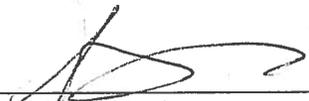
(b) Licensee violated M.G.L. c. 94C, §18(e) by failing to complete continuing education in Effective Pain Management for the 2010-2012 renewal cycle.

4. To resolve the Complaint without further proceedings before the Board, the Licensee agrees and the Board hereby imposes a *Censure* on his License effective the date the Board executes the Agreement (“Effective Date”).
5. The Licensee understands entering into the Agreement is a final act and not subject to reconsideration, collateral attack or judicial review in any form or forum.
6. Within thirty (30) days of the Effective Date, Licensee shall provide a copy of the Agreement to all jurisdictions where he holds or has held any professional license.
 - (a) Licensee shall provide written documentation to the Board demonstrating his compliance with paragraph 6.
 - (b) If Licensee is not licensed to practice dentistry or another health profession in any other jurisdiction, he shall submit a signed attestation to the Board stating such.
7. The Licensee acknowledges and understands the Agreement is a public record

within the meaning of M.G.L. c. 4, § 7 and as such may be disclosed to the public.

8. The Board agrees as consideration for the Licensee entering into the Agreement, the Board will forego prosecution of Complaint, unless the Licensee fails to complete the requirements in paragraph 6.
9. The Licensee enters the Agreement of his own free will. The Licensee states he is aware he has a right to counsel in this matter and either has conferred with counsel prior to signing the Agreement or waives his right to counsel.
10. A waiver by the Board of any provisions of the Agreement at any time shall not constitute a waiver of any other provision of the Agreement, nor shall it constitute waiver by the Board of its rights to enforce such provision at any future time.
11. The Licensee has read the Agreement. The Licensee understands he has the right to a formal adjudicatory hearing concerning the allegations set forth in the Complaint and at a hearing he would have the right to confront and cross-examine witnesses, call witnesses, present evidence, testify on his own behalf, contest the allegations, present oral argument, seek judicial review and to all other rights set forth in the State Administrative Procedure Act, M.G.L. c. 30A and 801 CMR 1.00 *et seq.* By executing the Agreement, Licensee knowingly and voluntarily waives his right to a formal adjudicatory hearing and to all of the above-enumerated rights set forth in the State Administrative Procedure Act, M.G.L. c. 30A and 801 CMR 1.00 *et seq.*

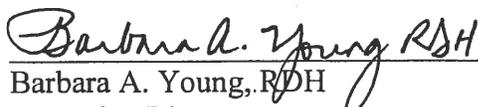
Licensee



Dr. John P. Burke

2/22/16
Date Signed

Board of Registration in Dentistry



Barbara A. Young, RDH
Executive Director

2/22/16
Date Signed

2/22/16
Effective Date