

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND IMRAN CHISHTI, M.D.**

COMES NOW Imran Chishti, M.D., (“Licensee”) and the Missouri State Board of Registration for the Healing Arts (“the Board”) and enter into this agreement for the purpose of resolving the issue of whether Licensee’s physician and surgeon’s license is subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to sections 536.060 and 621.045, RSMo.¹

1. Licensee acknowledges that he understands the various rights and privileges afforded to him by law, including the right to a hearing of the charges; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing; the right to present evidence on his own behalf; the right to a decision based upon the record concerning the charges pending against him; and the right to present evidence in mitigation of discipline at a hearing before the Board. Having been advised of these rights provided to him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights, freely enters into this agreement and agrees to abide by the terms of this document as they pertain to him.
2. Licensee acknowledges that he may, at the time this agreement is effective or within fifteen (15) days thereafter, submit this agreement to the Administrative Hearing Commission to determine whether the facts agreed to by the parties constitute grounds to discipline Licensee's license.
3. Licensee acknowledges that he has been advised of his right to consult legal counsel in this matter.
4. The parties stipulate and agree that the discipline agreed to by the Board and Licensee in the consent order in Part III is based only on the agreement set out in Parts I and II herein. Licensee understands that the Board may take further action against him based on facts or conduct not specifically mentioned in this document that is either presently known to the Board or later discovered.

¹ All statutory references are to the 2023 Cumulative Supplement to the 2016 Revised Statutes of Missouri, unless otherwise stated.

5. Licensee understands and agrees that the Board will maintain this agreement as an open record as required by Chapters 324, 334 and 610, RSMo, and it will report this agreement to the National Practitioner Data Bank ("NPDB") and the Federation of State Medical Boards ("FSMB").

I. JOINT STIPULATION OF FACTS

Based upon the foregoing, the Board and Licensee herein jointly stipulate and agree to the following:

6. The Board is an agency of the state of Missouri created and established pursuant to section 334.120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.
7. Licensee is licensed by the Board as a physician and surgeon, license number 2000146081, which was first issued on February 3, 2000. Licensee's license is current, and was current and active at all times relevant herein.
8. On or about July 24, 2023, the Board received information that the Licensee had entered a civil settlement with the United States Department of Justice (DOJ) to settle claims that certain businesses, in which the Licensee had a financial interest, engaged in improper financial activities.
9. At all times relevant herein, the Licensee owned and operated C Care, a medical practice in Chesterfield, Missouri that provides behavioral health services. The Licensee is the sole practitioner at C Care, and is responsible for the operation and business of C Care. Hereinafter, in this document, the Licensee and C Care are collectively referred to as the "Licensee."
10. The Licensee received money, purported to be in the form of investment returns, in 2016 to 2018 from Infinity Nine Health Group and in 2018 to 2020 from Alari Group, which were management service organizations (MSO's); however, the DOJ alleged that the money from these MSO's were in remuneration for the Licensee having ordered laboratory services from various clinical laboratory companies.
11. The DOJ alleged that the Licensee submitted fraudulent claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395III; and that the moneys received from the MSO's was in violation of violation of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b).

12. The Licensee acknowledged that individuals employed by him, without his knowledge or consent, submitted bills to Medicare and Medicaid for repayment; the Licensee received \$62,752.00 from Medicare and Medicaid.
13. The Licensee did not admit to liability in the civil settlement agreement with the DOJ; the Licensee agreed pay to the United States a total of One Hundred Twenty-Five Thousand Five Hundred Four Dollars (\$125,504.00), of which Sixty-Two Thousand Seven Hundred Fifty-Two Dollars (\$62,752.00) as restitution for the amounts wrongly billed to Medicare and/or Medicaid.
14. As the Licensee is the owner and responsible party for C Care, the Licensee's conduct regardless of whether through purposeful action or the willful ignorance of the activities of the staff of his business, in the improper billing of Medicaid and Medicare and/or receiving a financial benefit from a referral for laboratory services, constitutes a violation of section 334.100.2(4)(a) RSMo.
15. On March 24, 2024, the Texas Medical Board entered a consensual Remedial Plan with the Licensee in which the findings indicate that the Licensee committed unprofessional conduct for accepting illegal monetary benefits in violation of federal law; the Licensee did not deny or admit the findings but agreed to settle with the Texas Medical Board to avoid the litigation.
16. The Texas Medical Board's Remedial Plan required the Licensee to take and pass a Texas Jurisprudence Examination and to complete 16 hours of continuing medical education on risk management and ethics.
17. The above is cause to discipline Licensee's license pursuant to section 334.100.2(4)(a) RSMo.

II. JOINT CONCLUSIONS OF LAW

18. Cause exists to discipline Licensee's license pursuant to section 334.100.2(4)(a) RSMo., which states:

334.100.2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:

(a) Obtaining or attempting to obtain any fee, charge, tuition or other compensation by fraud, deception or misrepresentation; willfully and continually overcharging or overtreating patients; or charging for visits to the physician's office which did not occur unless the services were contracted for in advance, or for services which were not rendered or documented in the patient's records;

19. Licensee's conduct, as established by the foregoing facts, falls within the intendments of section 334.100.2(4)(a) RSMo.
20. Cause exists for the Board to take disciplinary action against Licensee's license under section 334.100.2(4)(a) RSMo.

III. CONSENT ORDER ON DISCIPLINE

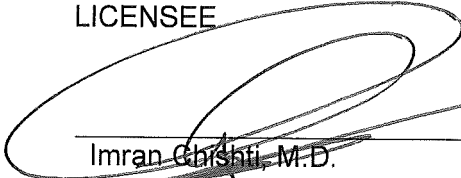
Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of section 621.110, RSMo. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

21. The physician and surgeon's license issued by the Board to Licensee, number 2000146081, is hereby **PUBLICLY REPRIMANDED.**
22. If Licensee is licensed in other jurisdictions, he shall forward written notice of this disciplinary action to the medical licensing authorities of those jurisdictions within thirty (30) days of the effective date of this agreement. Licensee shall submit a copy of the written notice to the Board contemporaneously with sending it to the relevant licensing authority. If Licensee is not licensed in other jurisdictions, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.
23. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to all employers, hospitals, nursing homes, out-patient centers, clinics, and any other facility where Licensee practices or has privileges. Licensee shall, contemporaneously with the

giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative. If Licensee does not have an employer, staff privileges or practice at any facility, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.


24. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to any allied health care professionals supervised by Licensee. Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative. If Licensee does not supervise any allied health professionals, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.
25. For purposes of this agreement and unless otherwise specified herein, all reports, documentation, evaluations, notices, or other materials Licensee is required to submit to the Board in this agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Enforcement, P.O. Box 4, Jefferson City, Missouri 65102.
26. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document, either currently known to the Board or later discovered.
27. Licensee hereby waives and releases the Board, its members, and any of its employees, agents, or attorneys, including any former board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorney's fees and expenses, including any claims pursuant to section 536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

LICENSEE


Imran Ghishti, M.D.
Licensee
Date 7.16.24

Attorney for Licensee _____ Date _____
Missouri Bar No. _____

BOARD


James Leggett
Executive Director
Date 8/13/24


David A. Dykas
General Counsel
Missouri Bar No. 50136
Date _____

EFFECTIVE THIS 13th DAY OF AUGUST, 2024.