

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE STATE BOARD OF MEDICINE**

**Commonwealth of Pennsylvania
Bureau of Professional and
Occupational Affairs**

vs.

**Andrew Onotaherhohwo Newton, M.D.,
Respondent**

File No. 14-49-12949

Docket No. 1348 -49-15

CONSENT AGREEMENT AND ORDER

PARTIES

The Commonwealth of Pennsylvania, Department of State, Bureau of Professional and Occupational Affairs ("Commonwealth") and **Andrew Onotaherhohwo Newton, M.D.** ("Respondent") stipulate as follows in settlement of the above-captioned case.

APPLICABLE LAW

1. This matter is before the State Board of Medicine ("Board") pursuant to Medical Practice Act, Act of December 20, 1985, P.L. 457, No. 112, ("Act"), *as amended*, 63 P.S. §§ 422.1-422.53; the Medical Care Availability and Reduction of Error ("Mcare") Act, Act of March 20, 2002, P.L. 154, No. 13, *as amended*, 40 P.S. §§ 1303.101-1303.910; the Criminal History Record Information Act, Act of July 16, 1979, P.L. 116, No. 47 ("CHRIA") , *as amended*, 18 Pa. C.S. §§ 9101 – 9183; and/or the Act of July 2, 1993, P.L. 345, No. 48 ("ACT 48"), *as amended*, 63 P.S. §§ 2201-2207.

LICENSURE STATUS

2. At all relevant and material times, Respondent held the following license to practice medicine and surgery in the Commonwealth of Pennsylvania: License No. MD064665L, which

was originally issued on January 26, 1998, and which is currently set to expire on December 31, 2016.

STIPULATED FACTS

3. The Respondent admits that the following allegations are true:

a. Respondent's license may be continually reactivated, renewed, or reinstated upon the filing of the appropriate documentation and payment of the necessary fees.

b. Respondent's last known address on file with the Board is: 2427 Kensington Way, Harrisburg, PA 17112.

c. On or about November 14, 2014, a Criminal Information was filed in the United States District Court for the Middle District of Pennsylvania at docket number 1:14-CR-00292-MCC charging Respondent with:

(1) Six (6) counts of violating 18 U.S.C. § 669, *Theft or Embezzlement in Connection with Health Care*, a misdemeanor.

d. On or about November 25, 2014, Respondent entered a plea of guilty in the United States District Court for the Middle District of Pennsylvania at docket number 1:14-CR-00292-MCC to:

(1) Six (6) counts of violating 18 U.S.C. § 669, *Theft or Embezzlement in Connection with Health Care*, a misdemeanor.

e. On or about March 4, 2015, Respondent was sentenced in United States District Court for the Middle District of Pennsylvania at docket number 1:14-CR-00292 to:

(1) Two years probation;

(2) A fine of \$4,950.00;

(3) An assessment of \$150.00; and

(4) Restitution in the amount of \$94,539.00.

f. True and correct copies of the Criminal Information, Criminal Indictment, Plea Agreement, Guilty Plea, and Judgment in a Criminal Case are attached collectively hereto as **EXHIBIT A** and are incorporated by reference.

ALLEGED VIOLATIONS

4. The Commonwealth alleges that the Board is authorized to suspend or revoke, or otherwise restrict Respondent's license under Sections 41 and 42 of the Act, 63 P.S. §§ 422.41 & 422.42; or impose a civil penalty under Section 908 of the Mcare Act, 40 P.S. §§ 1303.908, and/or Section 5(b)(4) of ACT 48, 63 P.S. §2205(b)(4) and/or impose the costs of investigation under Section 5(b)(5) of ACT 48, 63 P.S. § 2205(b)(5), because Respondent violated Section 41(3) of the Act, 63 P.S. § 422.41(3), in that Respondent was convicted of a misdemeanor relating to a health profession.

MITIGATION

5. Respondent offers the following in the way of mitigation:

a. Respondent acknowledges and accepts full responsibility for his misconduct.

b. Prior to the filing of the criminal information and plea agreement, Respondent, through his counsel, notified the Board of the situation and pending plea agreement.

c. Respondent cooperated fully with the Prosecution Office in providing all requested documentation and information to resolve this case in a timely manner.

d. Respondent is a psychiatrist with a large private client base, more than a third of which are under the age of eighteen.

e. In addition to treating patients in his private office, Respondent is affiliated with a number of organizations, including CMSU Behavioral Health and Developmental Service and Safety Net Counseling, Inc., providing mental health services to persistently mentally ill adults and seriously emotionally disturbed children and adolescents. Respondent is currently the sole psychiatrist treating children and adolescents through these organizations.

f. Respondent retained a healthcare administration professional to design a Corrective Action Plan to ensure that Respondent's practice is compliant with all commercial insurance carriers.

g. Respondent has designated a "corporate compliance officer" at his practice who is responsible for implementing and overseeing the compliance plan, which provides for regular internal audits, as well as monitoring and review of billing and coding activities by a qualified independent contractor or outside agency.

h. Respondent completed the following continuing medical education courses to address any knowledge gaps in his practice:

(1) Medications, Electronic Health Records, and

More: Managing the Risks of Current Liability Trends¹;

(2) Transitioning to DSM-5 and ICD-10-CM²;

¹ On November 8, 2013, Dr. Newton participated in Professional Risk Management Services, Inc.'s live activity CME Medications, Electronic Health Records, and More: Managing the Risks of Current Liability Trends and was awarded 6 AMA PRA Category 1 Credits. This program explored a range of topics including medication safety, dangerous patients, social media, and telemedicine.

(3) CPT Coding and Documentation Update: 2013

CPT Coding Changes³; and

(4) 2014 Pennsylvania Patient Safety Update⁴.

i. A satisfaction of judgment as to the payment of the assessment, fine, and restitution was entered on or about June 16, 2015.

PROPOSED ORDER

6. The parties, intending to be legally bound, consent to the issuance of the following Order in settlement of this matter:

a. The Board finds that it is authorized to suspend or revoke, or otherwise restrict Respondent's license under Sections 41 and 42 of the Act, 63 P.S. §§ 422.41 & 422.42; or impose a civil penalty under Section 908 of the Mcare Act, 40 P.S. §§ 1303.908, and/or Section 5(b)(4) of ACT 48, 63 P.S. §2205(b)(4) and/or impose the costs of investigation under Section 5(b)(5) of ACT 48, 63 P.S. § 2205(b)(5), because Respondent violated Section 41(3) of the Act, 63 P.S. § 422.41(3), in that Respondent was convicted of a misdemeanor relating to a health profession.

PUBLIC REPRIMAND

b. A **PUBLIC REPRIMAND** shall be placed on Respondent's permanent disciplinary record with the Board.

² On August 14, 2014, Dr. Newton participated in the American Psychiatric Association's CME Transitioning to DSM-5 and ICD-10-CM and was awarded 1.5 AMA PRA Category 1 Credits. This program delved in to the ways in which ICD codes are reported to insurance companies for the purpose of providing reimbursement for clinical services and how to appropriately use DSM-5's codes to avoid barriers to or delays in treatment.

³ On August 19, 2014, Dr. Newton participated in the American Psychiatric Association's CME CPT Coding and Documentation Update: 2013 CPT Coding Changes and was awarded 4.0 AMA PRA Category 1 Credits. This program provided an overview of CPT coding changes for psychiatric services that took effect on January 1, 2013.

⁴ On August 11, 2014, Dr. Newton participated in the 2014 Pennsylvania Patient Safety Update and was awarded 13 AMA PRA Category 1 Credits.

CIVIL PENALTY

c. A **CIVIL PENALTY** of five thousand dollars (\$5,000.00) is levied upon Respondent. Respondent shall tender the full sum of five thousand dollars (\$5,000.00) with this executed Consent Agreement and the entire sum shall be paid by certified check, cashier's check, attorney's check, or money order issued by a usual, customary, and reputable issuer (e.g. U.S. Postal Money Order, Western Union Money Order, etc.). Payment shall be made payable to the "Commonwealth of Pennsylvania," and shall be valid for a period of at least one hundred eighty (180) days. Respondent agrees that payment shall only be made by one of the methods indicated above and shall not be made by uncertified personal or corporate check.

PROBATION

d. Respondent's license to practice medicine and surgery in the Commonwealth of Pennsylvania, along with any other licenses, registrations, certificates, approvals, authorizations, or permits (hereinafter referred to collectively as "authorizations to practice the profession") issued by the Board to Respondent at the time this Consent Agreement is adopted by the Board are hereby placed on **PROBATION** for a period of time to run concurrently with his criminal probation subject to the following terms and conditions:

(1) Respondent shall abide by and obey all laws of the United States, the Commonwealth of Pennsylvania and its political subdivisions and all rules and regulations and laws pertaining to the practice medicine and surgery in this Commonwealth or any other state or jurisdiction in which Respondent holds an

authorization to practice the profession. Provided, however, summary traffic violations shall not constitute a violation of this Order;

(2) Respondent shall at all times cooperate with the Bureau of Professional and Occupational Affairs ("Bureau"), any of its agents or employees and the Bureau of Enforcement and Investigation ("BEI") and its agents and employees, in the monitoring, supervision and investigation of Respondent's compliance with the terms and conditions of this Order, including Respondent causing to be submitted at his own expense written reports, records and verifications of actions that may be required by the Bureau, BEI or any of its agents or employees;

(3) Respondent's failure to fully cooperate with and successfully comply with the terms and conditions of this probation shall be deemed a violation of this Consent Agreement and Order;

(4) Respondent shall not falsify, misrepresent or make material omission of any information submitted pursuant to this Order;

(5) Respondent shall notify BEI, in writing, within twenty (20) days of the filing of any criminal charges, the initiation of any other legal action (civil or administrative) pertaining to the Respondent's practice of medicine and surgery, and/or the

initiation, action, restriction or limitation relating to Respondent by the professional licensing authority of any state or jurisdiction;

(6) Respondent shall notify BEI by telephone within seventy-two (72) hours, and shall notify both BEI and the Board in writing within ten (10) days of any change in the name(s) and address(es) of the place(s) at which Respondent will practice as a medical physician and surgeon and a description of Respondent's duties and responsibilities at such places of practice;

(7) Respondent shall notify BEI by telephone within seventy-two (72) hours, and shall notify both BEI and the Board in writing within ten (10) days of any change in the Respondent's home address and/or telephone number.

(8) If Respondent will be absent from the Commonwealth of Pennsylvania for any period exceeding twenty (20) days, Respondent must notify BEI, in writing, of Respondent's absence and must provide a list of the jurisdiction(s) in which Respondent intends to stay more than forty-eight (48) hours. Respondent consents to the release by the Bureau or BEI of any information or data produced as a result of this Agreement or probation to the proper licensing authority of any jurisdiction in which Respondent intends to remain for greater than forty-eight (48) hours.

(9) Respondent shall supply any current professional employer with a copy of this Consent Agreement and Order.

(10) Within fifteen (15) days of the date of this Order, and within (15) days of the date of any change in professional employer Respondent shall have his professional employer submit to BEI written verification that the professional employer *a)* has received a copy of this Consent Agreement and Order, *b)* understands the conditions of this probation, and *c)* agrees to report any suspected violation by Respondent of this probation. If Respondent is or becomes self-employed, Respondent shall submit a statement to that effect to BEI and shall produce any requisite documentation to BEI to substantiate such a statement;

(11) Respondent consents to the release by the Bureau or BEI of any information or data produced as a result of this probation to any professional employer or prospective professional employer;

(12) Unless otherwise directed, Respondent, his professional employer, and any other person needing or required to make reports under this Order concerning Respondent's practice and contact information shall cause those reports, data or other information to be filed with BEI at:

Probation Compliance Officer Bureau of Enforcement and Investigation Box 2649 Harrisburg, PA 17105-2649
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(13) Respondent shall notify the Probation Compliance Officer and the undersigned Prosecuting Attorney within forty-

eight (48) hours of any violation of the terms of his criminal probation imposed in the March 4, 2015 Judgment of the United States District Court for the Middle District of Pennsylvania at docket number 1:14-CR-00292; and

(14) Any violation of Respondent's criminal probation shall constitute an irrefutable violation of this Agreement.

e. Respondent's failure to fully comply with any terms of this Order may also constitute grounds for additional disciplinary action.

MANDATORY CONTINUING MEDICAL EDUCATION

f. Respondent shall attend and successfully complete the intensive course titled *Medical Documentation: Clinical, Legal and Economic Implications for Healthcare Providers*, offered by the School of Medicine at Case Western Reserve University on November 5-6, 2015⁵;

g. Respondent shall submit acceptable proof of successful completion of the course to the Board Administrator no later than January 1, 2016. Respondent shall note the file number and docket number of this matter on any documentation submitted to:

Suzanne Zerbe, Board Administrator 2601 N. 3rd Street P.O. Box 2649 Harrisburg, PA 17105-2649
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h. Acceptable proof of completion of the required continuing medical education shall consist of an official school transcript, a certificate or letter of completion prepared by the sponsor of the course or a printout prepared by the

⁵ The course *Medical Documentation: Clinical, Legal and Economic Implications for Healthcare Providers* is a live activity designated for 15.25 AMA PRA Category 1 Credits.

sponsor indicating the completed courses. Proof shall contain course titles, completion dates, final grade (if course is graded), and number of class hours or continuing professional education credits awarded. Acceptable proof shall not consist of receipts, course outlines or agendas, cancelled checks, payment acknowledgments, or self-prepared records, among other documents;

i. To the extent that the course requires Respondent to pass an examination in order for Respondent to be eligible for the continuing education credits, Respondent must take and successfully pass such examination for the course to satisfy the requirement of this Order;

j. Respondent shall bear the responsibility of all costs incurred by Respondent in complying with the terms of this Order, including production of records;

k. Respondent's failure to timely submit acceptable proof of successful completion of the required continuing medical education shall constitute a violation of this Consent Agreement and Order;

l. The additional hours of remedial education in this Order shall be completed in addition to the hours that Respondent shall take in this or subsequent biennial reporting periods for the renewal of his license.

REINSTATEMENT TO NON-PROBATIONARY STATUS

m. Upon successful completion of the terms and conditions of Respondent's criminal probation, Respondent may petition in writing for reinstatement of Respondent's license to practice medicine and surgery to unrestricted, non-probationary status under the following terms and conditions:

(1) As a condition precedent to reinstatement of Respondent's license to practice medicine and surgery in the Commonwealth of Pennsylvania, Respondent shall have the burden of demonstrating to the satisfaction of the Board that the Respondent bears the requisite honesty, trustworthiness, integrity, and competency to be entrusted to hold a license to practice medicine and surgery;

(2) Respondent shall include with the petition sufficient documentation from either the United States District Court and/or the United States Probation Office that Respondent has successfully completed and been discharged from his criminal probation; and

(3) Respondent acknowledges if the Respondent petitions for reinstatement of his license to unrestricted status, the Board may take actions, which include, but are not limited to a) requiring the Respondent to appear at a formal or informal hearing to determine the Respondent's honesty, trustworthiness, integrity, and competency, and b) granting with conditions c) or denying the petition.

n. This Order constitutes disciplinary action by the Board and shall be reported to other licensing authorities and any applicable national licensing databank as a disciplinary action by the Board.

o. This case shall be deemed settled and discontinued upon the Board issuing an Order adopting this Consent Agreement.

ADMISSIBILITY OF CONSENT AGREEMENT IN FUTURE PROCEEDINGS

7. Respondent agrees that if Respondent is charged with a violation of an Act enforced by this Board in the future, this Consent Agreement and Order shall be admitted into evidence without objection in that proceeding.

ACKNOWLEDGMENT OF NOTICE AND WAIVER OF HEARING

8. Respondent waives the filing of an Order to Show Cause in this matter. Respondent knowingly and voluntarily waives the right to an administrative hearing in this matter, and knowingly and voluntarily waives the following rights related to that hearing: to be represented by counsel at the hearing; to present witnesses and testimony in defense or in mitigation of any sanction that may be imposed for a violation; to cross-examine witnesses and to challenge evidence presented by the Commonwealth; to present legal arguments by means of a brief; and to take an appeal from any final adverse decision.

ACKNOWLEDGMENT OF RIGHT TO ATTORNEY

9. Respondent acknowledges that he is aware that he has the right to consult with, and/or be represented by, private legal counsel of Respondent's choosing and at Respondent's expense when reviewing, considering and accepting the terms of this Consent Agreement. Respondent had an opportunity to consult with Attorney Maraleen D. Shields regarding this Consent Agreement.

WAIVER OF CLAIM OF COMMINGLING AND OTHER CONSTITUTIONAL CLAIMS

10. Respondent expressly waives any constitutional rights and issues, such as commingling of prosecutorial and adjudicative functions by the Board or its counsel, which may arise or have arisen during the negotiation, preparation and/or presentation of this Consent

Agreement. Respondent specifically agrees that if the Board rejects this agreement, it may assume that the facts and averments as alleged in this Consent Agreement are true and correct for the limited purpose of recommending a sanction, based on those assumed facts, that would be acceptable to the Board before hearing the case. In the event that the Board does assume the facts and averments as alleged in this Consent Agreement are true for purposes of making a recommendation as to an acceptable sanction, such action shall not constitute commingling of prosecutorial and adjudicative functions by the Board or its counsel, and the Respondent expressly waives any constitutional rights and issues related to alleged commingling, bias, or violation of due process rights to have an unbiased and impartial adjudicator in any subsequent hearing. If a hearing is subsequently held, neither this Consent Agreement nor the proposed terms of settlement may be admitted into evidence and any facts, averments, and allegations contained in the Consent Agreement must be proven at hearing unless otherwise separately stipulated. This paragraph is binding on the participants even if the Board does not approve this Consent Agreement.

NO MODIFICATION OF ORDER

11. Respondent agrees, as a condition of entering into this Consent Agreement, not to seek modification at a later date of the Stipulated Order adopting and implementing this Consent Agreement without first obtaining the express written concurrence of the Prosecution Division.

AGREEMENT NOT BINDING ON OTHER PARTIES

12. The Office of General Counsel has approved this Consent Agreement as to form and legality; however, this Consent Agreement shall have no legal effect unless and until the Board issues the stipulated Order.

EFFECT OF BOARD'S REJECTION OF CONSENT AGREEMENT

13. Should the Board not approve this Consent Agreement, presentation to and consideration of this Consent Agreement and other documents and matters by the Board shall not prejudice the Board or any of its members from further participation in the adjudication of this matter. This paragraph is binding on the participants even if the Board does not approve this Consent Agreement.

ENTIRE AGREEMENT

14. This agreement contains the whole agreement between the participants; provided however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants, representations, statements or conditions, or otherwise, of any kind whatsoever concerning this agreement.


AGREEMENT DOES NOT PREVENT ADDITIONAL DISCIPLINE BASED ON OTHER COMPLAINTS

15. Nothing in this Order shall preclude the Prosecution Division for the Commonwealth from filing charges or the Board from imposing disciplinary or corrective measures for violations or facts not contained in this Consent Agreement.

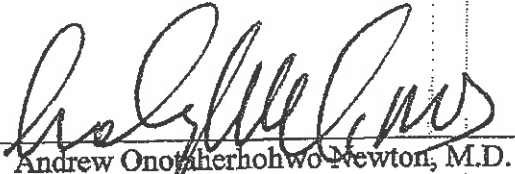
VERIFICATION OF FACTS AND STATEMENTS

16. Respondent verifies that the facts and statements set forth in this Consent Agreement are true and correct to the best of Respondent's knowledge, information and belief. Respondent


understands that statements in this Consent Agreement are made subject to the criminal penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.


Amanda N. Wojciechowski
Prosecuting Attorney

DATED: 7/9/15


Andrew Onofre Hohwo Newton, M.D.
Respondent

DATED: 07/02/15


Maraleen D. Shields, Esquire
Attorney for Respondent

DATED: 7/6/15

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA : Crim. No.
v. : (VIO: 18 U.S.C. § 669)
ANDREW NEWTON : ELECTRONICALLY FILED

INFORMATION

THE UNITED STATES ATTORNEY CHARGES:

COUNT ONE

Theft or Embezzlement in Connection with Health Care
(18 U.S.C. § 669)

On or about August 18, 2010, in the Middle District of
Pennsylvania, and within the jurisdiction of this court, the defendant

ANDREW NEWTON,

did knowingly and willfully embezzle, steal and convert to his own use,
that is to the use of a person other than the rightful owner of moneys,
funds and property valued at \$46.75 the property of Medicare, a health
care benefit program as defined in Title 18, United States Code, Section
24(b), by billing for face-to-face psychotherapy services with patient D.P.
in Pennsylvania, when in fact the defendant was in France.

All in violation of Title 18, United States Code, Section 669.

EXHIBIT
A

THE UNITED STATES ATTORNEY FURTHER CHARGES:

COUNT TWO

**Theft or Embezzlement in Connection with Health Care
(18 U.S.C. § 669)**

On or about August 18, 2010, in the Middle District of Pennsylvania, and within the jurisdiction of this court, the defendant

ANDREW NEWTON,

did knowingly and willfully embezzle, steal and convert to his own use, that is to the use of a person other than the rightful owner of moneys, funds and property valued at \$41.99 the property of Medicare, a health care benefit program as defined in Title 18, United States Code, Section 24(b), by billing for face-to-face psychotherapy services with patient J.F. in Pennsylvania, when in fact the defendant was in France.

All in violation of Title 18, United States Code, Section 669.

THE UNITED STATES ATTORNEY FURTHER CHARGES:

COUNT THREE

**Theft or Embezzlement in Connection with Health Care
(18 U.S.C. § 669)**

On or about August 18, 2010, in the Middle District of Pennsylvania, and within the jurisdiction of this court, the defendant

ANDREW NEWTON,

did knowingly and willfully embezzle, steal and convert to his own use, that is to the use of a person other than the rightful owner of moneys, funds and property valued at \$58.95 the property of Medicare, a health care benefit program as defined in Title 18, United States Code, Section 24(b), by billing for face-to-face psychotherapy services with patient J.T. in Pennsylvania, when in fact the defendant was in France.

All in violation of Title 18, United States Code, Section 669.

THE UNITED STATES ATTORNEY FURTHER CHARGES:

COUNT FOUR

**Theft or Embezzlement in Connection with Health Care
(18 U.S.C. § 669)**

On or about September 2, 2010, in the Middle District of Pennsylvania, and within the jurisdiction of this court, the defendant

ANDREW NEWTON,

did knowingly and willfully embezzle, steal and convert to his own use, that is to the use of a person other than the rightful owner of moneys, funds and property valued at \$58.95 the property of Medicare, a health care benefit program as defined in Title 18, United States Code, Section 24(b), by billing for face-to-face psychotherapy services with patient M.D. in Pennsylvania, when in fact the defendant was in France.

All in violation of Title 18, United States Code, Section 669.

THE UNITED STATES ATTORNEY FURTHER CHARGES:

COUNT FIVE

**Theft or Embezzlement in Connection with Health Care
(18 U.S.C. § 669)**

On or about September 3, 2010, in the Middle District of Pennsylvania, and within the jurisdiction of this court, the defendant

ANDREW NEWTON,

did knowingly and willfully embezzle, steal and convert to his own use, that is to the use of a person other than the rightful owner of moneys, funds and property valued at \$58.95 the property of Medicare, a health care benefit program as defined in Title 18, United States Code, Section 24(b), by billing for face-to-face psychotherapy services with patient D.P. in Pennsylvania, when in fact the defendant was in France.

All in violation of Title 18, United States Code, Section 669.

THE UNITED STATES ATTORNEY FURTHER CHARGES:

COUNT SIX

**Theft or Embezzlement in Connection with Health Care
(18 U.S.C. § 669)**

On or about November 29, 2011, in the Middle District of Pennsylvania, and within the jurisdiction of this court, the defendant

ANDREW NEWTON,

did knowingly and willfully embezzle, steal and convert to his own use, that is to the use of a person other than the rightful owner of moneys, funds and property valued at \$57.16 the property of Medicare, a health care benefit program as defined in Title 18, United States Code, Section 24(b), by billing for face-to-face psychotherapy services with patient J.F. in Pennsylvania, when in fact the defendant was in England.

All in violation of Title 18, United States Code, Section 669.



PETER J. SMITH^{WJS}
United States Attorney

Dated: November 14, 2014

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	NO.
	:	
v.	:	(JUDGE)
	:	
ANDREW NEWTON,	:	(ELECTRONICALLY FILED)
Defendant	:	

PLEA AGREEMENT

The following Plea Agreement is entered into by the United States Attorney for the Middle District of Pennsylvania and the above-captioned defendant. Any reference to the United States or to the Government in this Agreement shall mean the Office of the United States Attorney for the Middle District of Pennsylvania.

A. Violation(s), Penalties, and Dismissal of Other Counts

1. Guilty plea. The defendant agrees to plead guilty to Counts One through Six of the misdemeanor Information, which charges the defendant with a violation of Title 18, United States Code, Section 669, theft or embezzlement in connection with health care. The maximum penalty for each count is imprisonment for a period of one year, a fine of \$100,000, a maximum term of supervised release of one year to be

determined by the court, which shall be served at the conclusion or and in addition to any term of imprisonment, as well as the costs of prosecution, imprisonment, probation, or supervised release ordered, denial of certain federal benefits, and an assessment in the amount of \$25.00. At the time the guilty plea is entered, the defendant shall admit to the court that the defendant is, in fact, guilty of the offense(s) charged in that count. After sentencing, the United States will move for dismissal of any remaining counts. The defendant agrees, however, that the United States may, at its sole election, reinstate any dismissed counts or seek additional charges in the event the charge(s) to which the defendant pleads guilty pursuant to this Agreement subsequently are vacated, set aside, or invalidated by the district court or appellate court. The defendant further agrees to waive any defenses to reinstatement of those charges or additional charges based upon laches, the assertion of speedy trial rights, any applicable statute of limitations, or any other ground. The calculation of time under the Speedy Trial Act for when trial must commence is tolled as of the date of the defendant's signing of this Plea Agreement.

2. Term of Supervised Release. The defendant understands that the court must impose a term of supervised release following any sentence of imprisonment exceeding one (1) year, or when required by statute. The court may require a term of supervised release in any other case. In addition, the defendant understands that as a condition of any term of supervised release or probation, the court must order that the defendant cooperate in the collection of a DNA sample if the collection of a sample is so authorized by law.

3. Maximum Sentence – Multiple Counts. The defendant understands that the total, maximum possible sentence for all charges is the combination of penalties described above; that is, six years in prison and/or fines totaling \$600,000, one year of supervised release, the costs of prosecution, denial of certain federal benefits and an assessment totaling \$150.00.

4. No Further Prosecution, Except Tax Charges. The United States Attorney's Office for the Middle District of Pennsylvania agrees that it will not bring any other criminal charges against the defendant directly arising out of the defendant's involvement in the offense(s)

described above. However, nothing in this Agreement will limit prosecution for criminal tax charges, if any, arising out of those offenses.

B. Fines and Assessments

5. Fine. The defendant understands that the court may impose a fine pursuant to the Sentencing Reform Act of 1984. The willful failure to pay any fine imposed by the court, in full, may be considered a breach of this Plea Agreement. Further, the defendant acknowledges that willful failure to pay the fine may subject the defendant to additional criminal violations and civil penalties pursuant to Title 18, United States Code, Section 3611, et seq.

6. Alternative Fine. The defendant understands that under the alternative fine section of Title 18, United States Code, Section 3571, the maximum fine quoted above may be increased if the court finds that any person derived pecuniary gain or suffered pecuniary loss from the offense and that the maximum fine to be imposed, if the court elects to

proceed in this fashion, could be twice the amount of the gross gain or twice the amount of the gross loss resulting from the offense.

7. Special Assessment. The defendant understands that the court will impose a special assessment of \$150.00 pursuant to the provisions of Title 18, United States Code, Section 3013. Not later than the date of sentencing, the defendant or defendant's counsel shall mail a check in payment of the special assessment directly to the Clerk, United States District Court, Middle District of Pennsylvania. If the defendant intentionally fails to make this payment this failure may be treated as a breach of this Plea Agreement and may result in further prosecution, the filing of additional criminal charges, or a contempt citation.

8. Acceptance of Responsibility— Two Levels. If the defendant can adequately demonstrate recognition and affirmative acceptance of responsibility to the Government as required by the Sentencing Guidelines, the Government will recommend that the defendant receive a two-level reduction in the defendant's offense level for acceptance of responsibility. The third level, if applicable, shall be within the discretion of the Government under U.S.S.G. § 3E1.1. The failure of the

court to find that the defendant is entitled to a two-level reduction shall not be a basis to void this Plea Agreement.

9. No Recommendation of Sentence. At the time of sentencing, the United States will make no specific recommendation as to the length or type of sentence. However, the United States reserves the right to rebut any defense argument that the Probation Office has erred in its calculation of the appropriate Guideline range. Further, the United States will recommend that the sentence imposed be within the applicable guideline range.

10. Full Cooperation. The defendant agrees to cooperate fully with the United States. The defendant understands and agrees that complete and truthful cooperation is a material condition of this Agreement. Cooperation shall include providing all information known to the defendant regarding any criminal activity, including but not limited to the offenses described in this Agreement. Cooperation will also include complying with all reasonable instructions from the United States, submitting to interviews by investigators and attorneys at such reasonable times and places to be determined by counsel for the United

States and to testify fully and truthfully before any grand juries, hearings, trials or any other proceedings where the defendant's testimony is deemed by the United States to be relevant. This may include submitting to interviews and testifying at proceedings after defendant has been sentenced in this matter. The defendant understands that such cooperation shall be provided to any state, local and federal law enforcement agencies designated by counsel for the United States. The United States agrees that any statements made by the defendant during the cooperation phase of this Agreement shall not be used against the defendant in any subsequent prosecutions unless and until there is a determination by the court that the defendant has breached this Agreement. However, the United States will be free to use at sentencing in this case any of the statements and evidence provided by the defendant during the cooperation phase of the Agreement. Moreover, the parties agree that, although the defendant's statements made during the cooperation phase cannot be used against the defendant in any subsequent criminal prosecution, this provision shall not preclude the United States from requiring the defendant to

submit to interviews by local, state or federal agencies which may use these statements in civil or administrative proceedings involving the defendant. The defendant waives and agrees to waive any rights under the Speedy Trial Act, and understands and agrees that sentencing may be delayed until the cooperation phase has been completed so that at sentencing the court will have the benefit of all relevant information.

11. Cooperation – Limitation on self-incriminating information.

The defendant has agreed to cooperate with the United States by providing information concerning the unlawful activities of others. The United States agrees that self-incriminating information so provided will not be used against the defendant in determining the applicable guideline range except to the extent provided in this Agreement. This provision, however, shall not be applied to restrict the use of information:

- (a) known to the United States prior to entering into the cooperation agreement;
- (b) concerning the existence of prior convictions and sentences;

- (c) in a prosecution for perjury, giving a false statement, or obstruction of justice;
- (d) in the event there is a breach of the cooperation agreement.

12. Full Restitution. The defendant agrees to make full restitution in the amount of \$20,000, plus \$75,000 payable to the Medicare Trust Fund in accordance with a schedule to be determined by the court. The defendant also agrees that full restitution shall be a condition of any probation or term of supervised release that the defendant receives.

13. Background Information for Probation Office. The defendant also understands that the United States will provide to the United States Probation Office all information in its possession which the United States deems relevant regarding the defendant's background, character, cooperation, if any, and involvement in this or other offenses.

14. Objections to Pre-Sentence Report. The defendant understands that pursuant to the United States District Court for the Middle District of Pennsylvania "Policy for Guideline Sentencing" both

the United States and defendant must communicate to the Probation Officer within fourteen (14) days after disclosure of the pre-sentence report any objections they may have as to material information, sentencing classifications, sentencing guideline ranges and policy statements contained in or omitted from the report. The defendant agrees to meet with the United States at least five (5) days prior to sentencing in a good faith attempt to resolve any substantive differences. If any issues remain unresolved, they shall be communicated to the Probation Officer for inclusion in an addendum to the pre-sentence report. The defendant agrees that unresolved substantive objections will be decided by the court after briefing, or a pre-sentence hearing, or at the sentencing hearing where the standard of proof will be a preponderance of the evidence, and the Federal Rules of Evidence, other than with respect to privileges, shall not apply under Fed. R. Evid. 1101(d)(3), and the court may consider any reliable evidence, including hearsay. Objections by the defendant to the pre-sentence report or the court's rulings, will not be grounds for withdrawal of a plea of guilty.

15. Relevant Sentencing Information. At the sentencing, the United States will be permitted to bring to the court's attention, and the court will be permitted to consider, all relevant information with respect to the defendant's background, character and conduct, and the nature and extent of the defendant's cooperation, if any. The United States will be entitled to bring to the court's attention and the court will be entitled to consider any failure by the defendant to fulfill any obligation under this Agreement.

16. Non-Limitation on Government's Response. Nothing in this Agreement shall restrict or limit the nature or content of the United States' motions or responses to any motions filed on behalf of the defendant. Nor does this Agreement in any way restrict the government in responding to any request by the court for briefing, argument or presentation of evidence regarding the application of Sentencing Guidelines to the defendant's conduct, including but not limited to, requests for information concerning possible sentencing departures.

17. Court Not Bound by Terms. The defendant understands that the court is not a party to and is not bound by this Agreement or any recommendations made by the parties. Thus, the court is free to impose upon the defendant any sentence up to and including the maximum sentence of imprisonment for six years, a fine of \$600,000, a maximum term of supervised release of up to one year, which shall be served at the conclusion of an in addition to any term of imprisonment, the costs of prosecution, denial of certain federal benefits and assessments totaling \$150.00.

18. No Withdrawal of Plea Based on Sentence or Recommendations. If the court imposes a sentence with which the defendant is dissatisfied, the defendant will not be permitted to withdraw any guilty plea for that reason alone, nor will the defendant be permitted to withdraw any pleas should the court decline to follow any recommendations by any of the parties to this Agreement.

19. Transfer of Case to IRS. The defendant agrees to interpose no objection to the United States transferring evidence or providing information concerning the defendant and/or this offense, to other state

and federal agencies or other organizations, including, but not limited to the Internal Revenue Service, law enforcement agencies and licensing and regulatory agencies.

20. Collection Action by IRS. Nothing in this Agreement shall limit the Internal Revenue Service in its collection of any taxes, interest or penalties due from the defendant arising out of or related in any way to the offenses identified in this Agreement.

21. Rule 6(e) Order for Transfer of Information to IRS. The defendant agrees to interpose no objections to the entry of an order under Fed. R. Crim. P. 6(e) authorizing transfer to the Examination Division of the Internal Revenue Service of the defendant's documents, or documents of third persons, in possession of the Grand Jury, the United States Attorney or the Criminal Investigation Division of the Internal Revenue Service.

22. Cooperation with IRS. The defendant agrees to fully comply and cooperate with the Internal Revenue Service by filing all delinquent or amended tax returns by the date of the defendant's sentencing, and to timely file all future returns which may come due during the term of

incarceration, probation or supervised release. The defendant also agrees to cooperate with the Internal Revenue Service by furnishing the Internal Revenue Service with all information pertaining to the defendant's assets and liabilities, as well as all documentation in support of tax returns filed by the defendant during the term of any sentence imposed pursuant to this guilty plea. The defendant further agrees to pay all taxes, interests and penalties due and owing to the United States and otherwise fully comply with the tax laws of the United States. The defendant understands, and agrees, that this requirement of full compliance with federal tax laws may be made a condition of any probation or supervised release imposed in this case.

23. Status of Professional License. It is further understood and agreed that the status of any professional license held by the defendant is not protected by this Agreement and is a matter solely within the discretion of the appropriate licensing authority. The United States may in its discretion provide to any such licensing authority any documents and information in its possession.

24. Agreement Not Binding on Other Agencies. Nothing in this Agreement shall bind any other United States Attorney's Office, state prosecutor's office or federal, state or local law enforcement agency.

25. Merger of All Prior Negotiations. This document states the complete and only Plea Agreement between the United States Attorney for the Middle District of Pennsylvania and the defendant in this case, and is binding only on the parties to this Agreement and supersedes all prior understandings or plea offers, whether written or oral. This agreement cannot be modified other than in writing that is signed by all parties or on the record in court. No other promises or inducements have been or will be made to the defendant in connection with this case, nor have any predictions or threats been made in connection with this plea. Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, the defendant certifies that the defendant's plea is knowing and voluntary, and is not the result of force or threats or promises apart from those promises set forth in this written Plea Agreement.

26. Deadline for Acceptance of Plea Agreement. The original of this Agreement must be signed by the defendant and defense counsel

and received by the United States Attorney's Office on or before 5:00 p.m., October 10, 2014, otherwise the offer may, in the sole discretion of the Government, be deemed withdrawn.

27. Required Signatures. None of the terms of this Agreement shall be binding on the Office of the United States Attorney for the Middle District of Pennsylvania until signed by the defendant and defense counsel and then signed by the United States Attorney or his designee.

ACKNOWLEDGMENTS

I have read this agreement and carefully reviewed every part of it with my attorney. I fully understand it and I voluntarily agree to it.

OCT. 7, 2014

Date



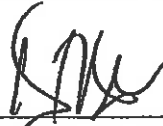
ANDREW NEWTON

Defendant

I am the defendant's counsel. I have carefully reviewed every part of this agreement with the defendant. To my knowledge my client's decision to enter into this agreement is an informed and voluntary one.

10/9/14

Date



DANIEL T. BRIER

Counsel for Defendant

PETER J. SMITH
UNITED STATES ATTORNEY

Nov. 13, 2014

Date

By:



WAYNE P. SAMUELSON

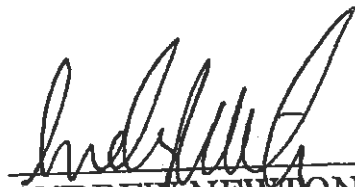
ASSISTANT U.S. ATTORNEY

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA
PER
DEPUTY CLERK

UNITED STATES OF AMERICA : Crim. No. 1:14-CR-292-MCC
v. :
 : (CHIEF MAGISTRATE
 : JUDGE CARLSON)
 :
 :
ANDREW NEWTON : FILED VIA ECF

PLEA

AND NOW, this 25th day of November, 2014, the
above-named Defendant, after being duly arraigned in open Court,
hereby pleads Guilty to the within misdemeanor
Information, filed November 14, 2014.



ANDREW NEWTON

AO 245B

(Rev. 4/2013-MD/PA) Judgment
in a Criminal Case Sheet 1UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA

v.

ANDREW NEWTON

JUDGMENT IN A CRIMINAL CASE

Case Number: 1:14-CR-00292

USM Number: 72420-067

Patrick Casey, Esq.

Defendant's Attorney

THE DEFENDANT:

☒ pleaded guilty to count(s) I-VI☐ pleaded nolo contendere to count(s)
which was accepted by the court.☐ was found guilty on count(s)
after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18 § 669	Theft or Embezzlement in Connection with Health Care	11/29/2011	I-VI

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s)☐ Count(s) ☐ is ☐ are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

3/4/2015

Date of Imposition of Judgment

Martin C. Carlson
Signature of JudgeMartin C. Carlson, U.S. Magistrate Judge
Name and Title of Judge

3-4-2015

Date

DEFENDANT: ANDREW NEWTON
CASE NUMBER: 1:14-CR-00292

PROBATION

The defendant is hereby sentenced to probation for a term of:

Two (2) Years.

The defendant shall not commit another federal, state or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of placement on probation and at least two periodic drug tests thereafter, as determined by the court.

- ☒ The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse. *(Check, if applicable.)*
- ☐ The defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon. *(Check, if applicable.)*
- ☐ The defendant shall cooperate in the collection of DNA as directed by the probation officer. *(Check, if applicable.)*
- ☐ The defendant shall comply with the requirements of the Sex Offender Registration and Notification Act (42 U.S.C. § 16901, *et seq.*) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in which he or she resides, works, is a student, or was convicted of a qualifying offense. *(Check, if applicable.)*
- ☐ The defendant shall participate in an approved program for domestic violence. *(Check, if applicable.)*

If this judgment imposes a fine or restitution, it is a condition of probation that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

- 1) the defendant shall not leave the judicial district without the permission of the court or probation officer;
- 2) the defendant shall report to the probation officer in a manner and frequency directed by the court or probation officer;
- 3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 4) the defendant shall support his or her dependents and meet other family responsibilities;
- 5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;
- 6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
- 7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
- 8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;
- 10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
- 11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
- 13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement; and
- 14) the defendant shall notify the court of any material change in the defendant's economic circumstances that might affect the defendant's ability to pay restitution, fines, or special assessments.

DEFENDANT: ANDREW NEWTON
CASE NUMBER: 1:14-CR-00292

ADDITIONAL PROBATION TERMS

- 1) The defendant shall pay the balance of the fine in minimum monthly installments of \$250;
- 2) The defendant shall not incur new credit charges or open additional lines of credit without the approval of the probation officer unless the defendant is in compliance with the installment schedule for payment of fines, or special assessment;
- 3) The defendant shall provide the probation office with access to any requested financial information;
- 4) The defendant shall perform 80 hours of community service; and
- 5) The defendant shall apply all monies received from income tax refunds, lottery winnings, judgment, and/or other anticipated or unexpected financial gains to the outstanding court-ordered financial obligation.

DEFENDANT: ANDREW NEWTON
CASE NUMBER: 1:14-CR-00292

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$ 150.00	\$ 4,950.00	\$ 94,539.00

☐ The determination of restitution is deferred until _____. An Amended Judgment in a Criminal Case (AO 245C) will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss*</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
Medicare	\$75,000.00	\$75,000.00	79%
Highmark	\$19,539.00	\$19,539.00	21%

TOTALS	\$	<u>94,539.00</u>	\$	<u>94,539.00</u>
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☒ Restitution amount ordered pursuant to plea agreement \$ 94,539.00

☐ The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☒ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☒ the interest requirement is waived for the ☒ fine ☐ restitution.

☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: ANDREW NEWTON
CASE NUMBER: 1:14-CR-00292

ADDITIONAL TERMS FOR CRIMINAL MONETARY PENALTIES

- 1) A lump sum payment of \$94,539.00 shall be made to the Clerk, U.S. District Court within thirty (30) days of the entry of this judgment.

DEFENDANT: ANDREW NEWTON
CASE NUMBER: 1:14-CR-00292

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A ☒ Lump sum payment of \$ 5,100.00 due immediately, balance due
☐ not later than _____, or
☒ in accordance ☐ C, ☐ D, ☐ E, or ☒ F below; or
- B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or
- C ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or
- D ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E ☐ Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F ☒ Special instructions regarding the payment of criminal monetary penalties:
The defendant shall pay the balance of the fine in minimum monthly installments of \$250.00. Payment is to be made through the Clerk of Court, P.O. Box 983, 228 Walnut Street, Harrisburg, PA 17108.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☐ Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

- ☐ The defendant shall pay the cost of prosecution.
- ☐ The defendant shall pay the following court cost(s):
- ☐ The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE STATE BOARD OF MEDICINE

Commonwealth of Pennsylvania
Bureau of Professional and
Occupational Affairs

vs.

Andrew Onotaherhohwo Newton, M.D.,
Respondent

File No. 14-49-12949

Docket No. 1348-49-15

ORDER

AND NOW, this 28th day of July, 2015, the STATE BOARD OF MEDICINE ("Board") adopts and approves the foregoing Consent Agreement and incorporates the terms of paragraph 6, which shall constitute the Board's Order and is now issued in resolution of this matter.

This Order shall take effect immediately.

BUREAU OF PROFESSIONAL AND
OCCUPATIONAL AFFAIRS




Ian J. Harlow
Commissioner

For the Commonwealth:

For the Respondent:

BY ORDER:
STATE BOARD OF MEDICINE



Andrew J. Behnke, M.D.
Chair

Amanda N. Wojciechowski, Esquire
2601 North Third Street
P. O. Box 69521
Harrisburg, PA 17106-9521

Maraleen D. Shields, Esquire
Fitzpatrick Lentz & Bubba, P.C.
4001 Schoolhouse Lane
Center Valley, PA 18034

Date of mailing: July 30, 2015