

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

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2019 JUN 27 AM 10:04
Department of State

Commonwealth of Pennsylvania
Bureau of Professional and
Occupational Affairs

File No.: 19-49-002557

vs.

Pradeep Mathur, M.D.,
Respondent

CONSENT AGREEMENT AND ORDER

PARTIES

The Commonwealth of Pennsylvania, Department of State, Bureau of Professional and Occupational Affairs ("Commonwealth") and **Pradeep Mathur, 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 the Medical Practice Act of 1985, 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; 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 as a medical physician and surgeon in the Commonwealth of Pennsylvania: license no. MD040354E, which was originally issued on November 19, 1987, and which expired on December 31, 2010.

STIPULATED FACTS

3. The Respondent admits that the following allegations are true:
 - a. Absent additional Board action, 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: 3974 Via Siena, Poland, OH 44514.
 - c. At all relevant and material times, Respondent was authorized to practice as a physician in the State of Ohio.
 - d. On or about January 9, 2019, the State Medical Board of Ohio ("Ohio Board") approved a Consent Agreement Between Pradeep Mathur, M.D. and the State Medical Board of Ohio.
 - e. A true and correct copy of the Ohio Board's January 9, 2019 Consent Agreement is attached as **Exhibit A** and is incorporated by reference.
 - f. Pursuant to the January 9, 2019 Consent Agreement, the Ohio Board issued a reprimand and ordered Respondent to pay a monetary fine of \$18,000.00, along with other terms and conditions.

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 the Act at

Section 41(4), 63 P.S. § 422.41(4), in that Respondent had a license or other authorization to practice the profession disciplined by the proper licensing authority of another state.

PROPOSED ORDER

5. 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 the Act at Section 41(4), 63 P.S. § 422.41(4), in that Respondent had a license or other authorization to practice the profession disciplined by the proper licensing authority of another state.

PUBLIC REPRIMAND

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

CIVIL PENALTY

c. A **CIVIL PENALTY** of one thousand dollars (\$1000.00) is levied upon Respondent. Respondent shall tender the full sum of one thousand dollars (\$1,000.00) with this executed Consent Agreement and 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.

d. 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.

e. 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

6. 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

7. Respondent acknowledges receipt 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

8. 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 Wesley J. Rish regarding this Consent Agreement.

WAIVER OF CLAIM OF COMMINGLING AND OTHER CONSTITUTIONAL CLAIMS

9. 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

10. 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

11. 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 an Order approving and adopting this Consent Agreement.

EFFECT OF BOARD'S REJECTION OF CONSENT AGREEMENT

12. 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.

AGREEMENT DOES NOT PREVENT ADDITIONAL DISCIPLINE BASED ON OTHER COMPLAINTS

13. 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;

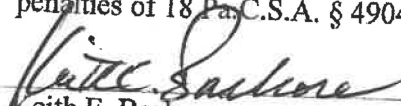
ENTIRE AGREEMENT

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.


VERIFICATION OF FACTS AND STATEMENTS

15. 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

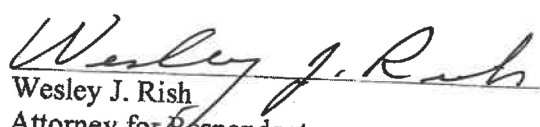
penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.


Keith E. Bashore
Prosecuting Attorney

DATED: 5/21/19


Pradeep Mathur, M.D.
Respondent

DATED: 5-14-2019


Wesley J. Rish
Attorney for Respondent

DATED: 5-21-2019

**EXHIBIT
A**

**CONSENT AGREEMENT
BETWEEN
PRADEEP MATHUR, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Pradeep Mathur, M.D., [Dr. Mathur], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Mathur enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for a violation of Section 4731.22(B)(6), Ohio Revised Code, for "departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established," and/or Section 4731.22(B)(10), Ohio Revised Code, for a "[c]ommission of an act that constitutes a felony, regardless of the jurisdiction in which the act was committed."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(6) and 4731.22(B)(10), Ohio Revised Code, to wit: Illegal Processing of Drug Documents, Section 2925.23, Ohio Revised Code, as set forth in Paragraph E, below. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Mathur is licensed to practice medicine and surgery in the State of Ohio, license number 35.059651.
- D. Dr. Mathur states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Mathur admits that during 2016 and 2017, one of his family members was being legitimately prescribed Armodafinil, a Schedule IV controlled substance, by another practitioner. Dr. Mathur also admits that on several occasions during this same time frame, Dr. Mathur supplemented the dosage of Armodafinil being taken by this family member by prescribing and filling prescriptions for Armodafinil written in the names of other family members related to Dr. Mathur. Further, Dr. Mathur admits that the reason he engaged in these acts was because he felt that the dosage of Armodafinil being prescribed in the original family member was too low, based on his personal

observations of the effects of the medication on that family member, and that the family's health insurance would not cover the medication at the increased dosage, which he deemed to be optimal. Additionally, Dr. Mathur admits that while there are no known pending criminal charges against him, he has had contact with law enforcement regarding the conduct set forth herein, and the Board specifically acknowledges awareness of that contact at the time that this Consent Agreement was proposed to Dr. Mathur.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Mathur knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

REPRIMAND:

1. Dr. Mathur is hereby REPRIMANDED.

PROBATIONARY TERMS:

2. Dr. Mathur shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
3. Dr. Mathur shall submit quarterly declarations under penalty of Board disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
4. Dr. Mathur shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
5. Within one year of the effective date of this Consent Agreement, or as otherwise approved by the Board, Dr. Mathur shall provide acceptable documentation of successful completion of a course or courses dealing with the prescribing of controlled substances. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any course(s) taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed. In addition, at the time Dr. Mathur submits the documentation of successful completion of the course(s) dealing with the prescribing of controlled substances, he shall also submit to the Board a written report describing the course(s), setting forth what he learned from the

course(s), and identifying with specificity how he will apply what he has learned to his practice in the future.

6. Within one year of the effective date of this Consent Agreement, or as otherwise approved by the Board, Dr. Mathur shall provide acceptable documentation of successful completion of a course or courses on maintaining adequate and appropriate medical records. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any course(s) taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed. In addition, at the time Dr. Mathur submits the documentation of successful completion of the course(s) on maintaining adequate and appropriate medical records, he shall also submit to the Board a written report describing the course(s), setting forth what he learned from the course(s), and identifying with specificity how he will apply what he has learned to his practice in the future.
7. Within thirty days of the effective date of this Consent Agreement, Dr. Mathur shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Mathur shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Mathur provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Mathur shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, within thirty days of the date of each such notification, Dr. Mathur shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
8. Within thirty days of the effective date of this Consent Agreement, Dr. Mathur shall provide a copy of this Consent Agreement by certified mail to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Mathur further agrees to provide a copy of this Consent Agreement by certified mail at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Additionally, within thirty days of the effective date of this Consent Agreement, Dr. Mathur shall provide a copy of this Consent Agreement to any specialty or subspecialty board of the American Board of Medical Specialties or the American Osteopathic Association Bureau of Osteopathic Specialists under which he currently holds or has previously held certification. Further, within thirty days of the date of each such notification, Dr. Mathur shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.

9. Dr. Mathur shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.
10. Within thirty days of the effective date of this Consent Agreement, Dr. Mathur shall remit payment in full of a monetary fine of eighteen thousand dollars (\$18,000.00). Such payment shall be made in full via credit card in the manner specified by the Board through its online portal, or by other manner as specified by the Board. Further, Dr. Mathur acknowledges and agrees that his failure to timely remit full payment shall constitute a violation of this agreement and agrees to pay all reasonable costs associated with the collection of any payment.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Mathur appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Mathur has violated any term, condition or limitation of this Consent Agreement, Dr. Mathur agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

The Reprimand of Dr. Mathur shall not terminate. Further, Dr. Mathur shall not request termination of the probationary terms contained in this Consent Agreement until he submits, and the Board has accepted as satisfactory, both the documentation of successful completion of the required medical education courses set forth herein, as well as the corresponding written reports to the Board. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

In the event that the Board initiates future formal proceedings against Dr. Mathur, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or upon this Consent Agreement being superseded by a subsequent final Board Order taking effect.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Mathur and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

By executing his signature on this Consent Agreement, Dr. Mathur agrees that in the event the Board, in its discretion, does not ratify this Consent Agreement, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. Dr. Mathur and the Board further agree that if this Consent Agreement is not approved, it shall not constitute an admission against interest in this proceeding and shall not prejudice the ability of the Board to adjudicate this matter.

This Consent Agreement represents the sole and entire agreement of the parties hereto and supersedes all prior written or oral negotiations, agreements, or understandings between the parties. No party to this agreement has been induced to enter into the Consent Agreement by any representations or inducements except those expressly set forth in this written agreement. Further, all parties agree that to the extent any language in the agreement will be interpreted in a subsequent dispute, no ambiguous language shall be construed against the party drafting this Consent Agreement.

Dr. Mathur acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.


Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Mathur hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

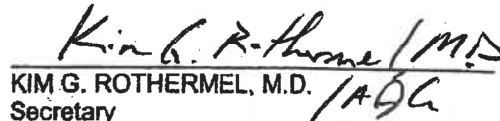
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Mathur acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE

It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below. Further, Dr. Mathur specifically acknowledges that the electronic transmission of a scanned or photostatic copy of any executed signature to this Consent Agreement, upon being received by the Board, shall be deemed to have the full legal force and effect as the original.

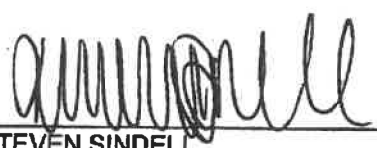

PRADEEP MATHUR, M.D.

12-19-2018
DATE



KIM G. ROTHERMEL, M.D.
Secretary

1/9/19
DATE

CONFIDENTIAL
TACED - NOT FOR
PUBLIC


STEVEN SINDELL
Attorney for Dr. Mathur

12/20/2018
DATE


BRUCE R. SAFERIN, D.P.M.
Supervising Member

1-9-19
DATE


JAMES B. ROACH
Assistant Chief Enforcement Attorney

12/20/18
DATE

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

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

File No.: 19-49-002557

vs.

**Pradeep Mathur, M.D.,
Respondent**

ORDER

AND NOW, this th25 day of *June*, 2019, the **STATE BOARD OF MEDICINE** ("Board") approves and adopts the foregoing Consent Agreement and incorporates the terms of paragraph 5, 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**

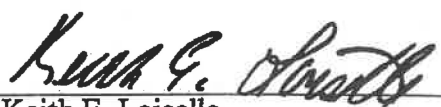

K. Kalonji Johnson
Acting Commissioner

For the Commonwealth:

For the Respondent:

Date of mailing:

**BY ORDER:
STATE BOARD OF MEDICINE**


Keith E. Loiselle
Chair

Keith E. Bashore, Prosecuting Attorney
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P.O. Box 69521
Harrisburg, PA 17106-9521

Wesley J. Rish, Esquire
Rish Law Office, LLC
2431 N. Second Street, Suite 201
Harrisburg, PA 17110

June 27, 2019