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

Commonwealth of Pennsylvania
Bureau of Professional and
Occupational Affairs

vs.

Walter M Krajewski, D.O.
Respondent

File No.: 15-53-05488

Docket No.: 1558-53-15

CONSENT AGREEMENT AND ORDER

PARTIES

The Commonwealth of Pennsylvania, Department of State, Bureau of Professional and
Occupational Affairs ("Commonwealth") and Walter M Krajewski, D.O. ("Respondent")

stipulate as follows in settlement of the above-captioned case.

APPLICABLE LAW

1. This matter is before the State Board of Osteopathic Medicine ("Board") pursuant to
the Osteopathic Medical Practice Act, Act of October 5, 1978, P.L. 1109, No. 261, ("Act"), as
amended, 63 P.S. §§ 263-271.17; 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 an osteopathic physician & surgeon in the Commonwealth of Pennsylvania: license no.

OS003504L, which was originally issued on July 1, 1976, and which is currently set to expire on
October 31, 2016.
3. The Respondent admits that the following allegations are true:
   
a. Absent further Board action, Respondent’s license may be renewed, reactivated or reinstated thereafter upon the filing of the appropriate documentation and payment of the necessary fees.
   
b. Respondent’s last known office address, as on file with the Board is: 3230 Eastern Boulevard, York, PA 17402.
   
c. On or about July 27, 2016, a Settlement Agreement (“DEA Agreement”) was executed between the Drug Enforcement Administration (“DEA”) and the Respondent.
   
d. The DEA Agreement stated that Respondent “repeatedly pre-signed blank prescriptions from January 2014 to May 2015 and provided them to his office manager, thereby enabling the prescriptions to be filled for 24,530 tablets of Schedule II controlled substance oxycodone that had no legitimate medical purpose and that were issued outside the usual course of Dr. Krajewski’s professional practice.”
   
e. The DEA concluded that Respondent’s office manager was able to fill 148 prescriptions during this period of time.
   
f. The DEA agreed to forego administrative action against Respondent’s DEA registration based upon Respondent’s compliance with the DEA Agreement.
   
g. The DEA Agreement provided that the Respondent is to pay Three Hundred Thousand dollars ($300,000.00) over a period of 60 months.
   
h. A true and correct copy of the DEA Agreement is attached and incorporated as Exhibit A.
ALLEGED VIOLATIONS

4. The Commonwealth alleges that the Board is authorized to suspend, revoke, or otherwise restrict Respondent's license under Sections 11(c) and 15(a) of the Act, 63 P.S. §§ 271.11(c) & 271.15(a); and/or impose a civil penalty upon Respondent under Sections 11(c) and 15(a) of the Act, 63 P.S. §§ 271.11(c) & 271.15(a), and/or Section 5(b)(4) of ACT 48, 63 P.S. § 2205(b)(4); and/or impose the costs of investigation upon Respondent under Section 5(b)(5) of ACT 48, 63 P.S. § 2205(b)(5), because Respondent violated Section 15(a)(8) of the Act at 63 P.S. §271.15(a)(9) in that he is guilty of immoral or unprofessional conduct by failing to conform to the ethical standards of the profession.

MITIGATION

5. The Respondent offers the following in mitigation of the factual allegations and violations herein. The Commonwealth neither admits nor denies the following averments offered by the Respondent:

   a. Respondent had no knowledge of his office manager’s criminal activity.

   b. All of the blank executed prescriptions were solely intended to be used for refills for established patients at the behest of the office manager.

   c. Respondent is self-employed as a sole physician in a small family practice and as a partner in a firm providing medical services to the County home.

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, revoke, or otherwise restrict Respondent's license under Sections 11(c) and 15(a) of the Act, 63 P.S. §§
271.11(c) & 271.15(a); and/or impose a civil penalty upon Respondent under Sections 11(c) and 15(a) of the Act, 63 P.S. §§ 271.11(c) & 271.15(a), and/or Section 5(b)(4) of ACT 48, 63 P.S. § 2205(b)(4); and/or impose the costs of investigation upon Respondent under Section 5(b)(5) of ACT 48, 63 P.S. § 2205(b)(5), because Respondent violated Section 15(a)(8) of the Act at 63 P.S. §271.15(a)(8) in that he is guilty of immoral or unprofessional conduct by failing to conform to the ethical standards of the profession.

PUBLIC REPRIMAND

b. A PUBLIC REPRIMAND shall be permanently placed on Respondent’s license.

SUSPENSION

c. Respondent’s license to practice as an osteopathic physician & surgeon 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 INDEFINITELY SUSPENDED for a minimum period of three years (3) years.

PROBATION

d. The SUSPENSION of Respondent’s authorizations to practice the profession shall be IMMEDIATELY STAYED IN FAVOR OF 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 as an osteopathic physician
& surgeon 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 as an osteopathic physician & surgeon, 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 an osteopathic physician & 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
717-783-7230

AND

to the Prosecuting Attorney at:

Prosecuting Attorney
Office of Chief Counsel
P.O. Box 69521
Harrisburg, PA 17106-9521

(13) Respondent shall comply with all the terms and conditions of the DEA Agreement.
(14) Respondent shall attend and successfully complete the LIFEGUARD® Program entitled “Controlled Substance and Opioid Prescribing Educational Program” within two (2) months of the approval of this Consent Agreement by the Board.

(15) Respondent shall submit acceptable proof of his course attendance to the BEI and the Prosecuting Attorney within the time frame listed in the preceding paragraph.

(16) Respondent shall abide by and implement into his practice, all recommendations, if any, made by LIFEGUARD®, at the conclusion of the above-referenced course.

(17) The continuing medical educational credits obtained through the LIFEGUARD® course SHALL not be used toward any continuing medical education credits required by the Board.

(18) At the conclusion of the LIFEGUARD® course, Respondent shall contract with a practice monitor, through LIFEGUARD®, to complete an evaluation of Respondent’s practice, to work with Respondent on the development of controlled substance and opioid prescribing protocols and to periodically monitor Respondent’s
practice, for a minimum of one year and until
LIFEGUARD® opines that such monitoring is no longer
necessary, to ensure that Respondent continues to apply
said protocols in his practice and to ensure that
Respondent's practice conforms to the quality standards of
the medical profession.

(19) Respondent is solely responsible for the
costs associated with enrollment with the LIFEGUARD®
program, practice monitoring by LIFEGUARD® and any
other costs incurred to comply with this Agreement.

(20) Respondent shall cause the practice monitor
to generate reports of the findings of said periodic
monitoring monthly for the first six (6) months and then
quarterly thereafter, UNLESS LIFEGUARD®, after
discussion with and approval from the Prosecuting
Attorney, deems a modification in report submission.

(21) Within seven (7) days of receipt,
Respondent shall submit to the Probation Compliance
Officer and Prosecuting Attorney, the periodic monitoring
reports generated by the practice monitor.

VIOLATION(S) OF PROBATION

e. Notification of a violation of the terms or conditions of this Consent
Agreement and Order shall result in the IMMEDIATE VACATING of the stay
order, TERMINATION of the period of probation, and ACTIVATION of the
entire period of suspension of Respondent's authorizations to practice the profession in the Commonwealth of Pennsylvania as follows:

(1) The prosecuting attorney for the Commonwealth shall file with the Board a Petition which alleges that Respondent has violated any terms or conditions of this Consent Agreement and Order other than failure to complete the Ordered remedial education in a timely manner;

(2) Upon a probable cause determination that Respondent has violated any of the terms or conditions of this Consent Agreement and Order, the Board shall, without holding a formal hearing, issue a preliminary order vacating the stay of the suspension in this matter, terminating the period of probation and activating the entire period of suspension of Respondent's authorizations to practice the profession, without credit for any period of suspension stayed in favor of probation;

(3) Notification of the Board's Preliminary Order shall be mailed to Respondent within three (3) days of its issuance by certified mail and first class mail postage prepaid, sent to the last registered address on file with the Board. If service by mail is unsuccessful, the Commonwealth is authorized to attempt service by
personal service and/or publication of legal notice in a newspaper of general circulation in the county of Respondent’s last known address.

(4) Within twenty (20) days of mailing of the notification of the Board’s action, Respondent may answer the Commonwealth’s Petition and request that a formal hearing be convened concerning Respondent’s alleged violation of probation, in which Respondent may seek relief from the Preliminary Order activating the suspension. **The answer shall be set forth in numbered paragraphs corresponding to the numbered paragraphs of the Petition.** Respondent shall admit or deny each of the allegations set forth in the paragraphs in the Petition. Respondent shall mail the original answer and request for hearing, and all other pleadings to

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<th>Office of Prothonotary</th>
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<tr>
<td>Bureau of Professional and Occupational Affairs</td>
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<tr>
<td>2601 N. 3rd Street</td>
</tr>
<tr>
<td>P.O. Box 2649</td>
</tr>
<tr>
<td>Harrisburg, PA 17105-2649</td>
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(5) Respondent shall send a copy of the answer, request for hearing, and all subsequent filings in the matter to the prosecuting attorney for the Commonwealth;

(6) If a request for a formal hearing is received from Respondent, the Board shall convene a formal hearing
within forty-five (45) days from the date of the Board's receipt of Respondent's request for a formal hearing;

(7) If Respondent files an answer and request for a hearing within the twenty (20) day period, the Preliminary Order activating the suspension shall remain in effect unless and until the Board issues a determination favorable to Respondent after holding the formal hearing;

(8) The facts and averments in paragraphs 3 & 4 of this Consent Agreement and Order shall be deemed admitted and uncontested for purposes of the hearing;

(9) If the Board after such hearing makes a determination adverse to Respondent, the Board will issue a Final Order activating the suspension of Respondent's license and imposing any additional disciplinary measures it deems appropriate;

(10) If a request for a formal hearing is not received from Respondent within the prescribed twenty (20) day period, the Board's Preliminary Order shall become a Final Order twenty (20) days after the date of its mailing;

(11) If the stay is terminated, Respondent shall still comply with all terms and conditions of probation during the active suspension, other than those terms and
conditions pertaining to the active practice of the profession. Continued failure by Respondent to comply with the unaffected terms and conditions of probation shall result in further disciplinary action against Respondent;

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

g. 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.

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

REINSTATEMENT

7. Respondent may apply for the reinstatement of his license to unrestricted non-probationary status as an osteopathic physician and surgeon in the Commonwealth of Pennsylvania under the following terms and conditions:

   a. Respondent may only apply for reinstatement after he has fully complied with the DEA Agreement.

   b. Respondent shall have the burden of demonstrating to the satisfaction of the Board, at a hearing, that the Respondent has fully complied with the DEA Agreement and is able to competently and safely practice as an osteopathic physician and surgeon.

   c. Respondent’s application for reinstatement shall include with it any requisite fees, along with proof that Respondent has complied with any continuing education requirements in effect at the time of the petition for the reinstatement of
Respondent’s license to practice as an osteopathic physician and surgeon in the Commonwealth. Respondent acknowledges that the continuing education requirements may be subject to statutory and/or regulatory change between the date of this Order and the date of Respondent’s application for reinstatement. Therefore, the requirements noted in this Consent Agreement are provided as general guidance only. Respondent shall comply with the continuing education requirements as are in effect on the date respondent submits any application for reinstatement. It shall be the duty of Respondent to confirm and comply with all of the requirements for reinstatement, including completion of any required continuing education, prior to submission of any application for reinstatement.

d. Respondent acknowledges if the Respondent applies for reinstatement of his license, the Board may impose any condition(s) on such reinstatement.

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 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

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.

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.

Joan J. Miller
Prosecuting Attorney

DATED: 9/11/14

Walter M. Krajewski, D.O.
Respondent

DATED: 8/31/16

John C. Uhler, Esquire
Attorney for Respondent

DATED: 8/31/16