

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION OF
PHYSICIAN ASSISTANTS

In the Matter of)
Joseph J. Bartoszek, Jr., PA-C)
License No. PA1347)
(License Expiration Date 3/1/13))

Docket No. PA-2011-001

VOLUNTARY SURRENDER AGREEMENT

The Board of Registration of Physician Assistants ("Board") and Joseph J. Bartoszek, Jr. ("Licensee"), a Physician Assistant licensed by the Board, License No. PA1347, do hereby stipulate and agree to enter into this Voluntary Surrender Agreement ("Agreement") in resolution of a complaint identified as Docket No. PA-2011-001 ("Complaint"). The complaint is based on the Licensee's disclosure on his 2011 license renewal application that his Connecticut Physician Assistant license had been disciplined in 2011 and on the information obtained by the Board during the Complaint investigation.

The Licensee understands and agrees that the information contained in this Agreement shall be entered into and become a permanent part of the file of the Licensee that is maintained by the Board. For the purposes of this Agreement, the word "license" shall refer both to the Licensee's current license to practice as a Physician Assistant ("PA") in Massachusetts and to any right to renew such license. The Licensee acknowledges the truth of the allegations contained in the Complaint, which are as follows:

1. On or about October 12, 2001, the Board issued to the Licensee a license to practice as a Physician Assistant ("PA") in Massachusetts, License No. PA1347. The license expiration date is March 1, 2013.
2. The Licensee's address of record maintained by the Board is redact. The Licensee's residence is located at redact.
3. The Licensee is licensed as a Physician Assistant in Connecticut, License No. 001170 (expiration date 6/30/12). The Licensee has also been licensed as a Physician Assistant in Maine (License No. PA-424, expired 6/3/1997), North Carolina (License No. 101623, inactive), and South Carolina (License No. 473, expired 12/31/2001). The

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Licensee has been licensed as a Registered Nurse in Pennsylvania (License No. RN308452L, inactive) and as an Emergency Medical Technician in Massachusetts.

4. The Massachusetts Department of Public Health, Division of Food and Drugs, issued to the Licensee a Massachusetts Controlled Substances Registration ("MCSR"), No. MB0751835J. The Licensee's MCSR expired on March 17, 2011, and has not been renewed. The Licensee has written prescriptions in Massachusetts after the expiration of his MCSR.
5. The Connecticut Department of Consumer Protection issued to the Licensee a Controlled Substance Registration, #CSP 0047837, with an expiration date of February 28, 2013.
6. The United States Drug Enforcement Administration ("U.S. DEA") issued a Controlled Substances Registration to the Licensee, No. MB115091, with an expiration date of July 31, 2012.
7. The Licensee was employed as a Physician Assistant at HealthWise Medical Associates, LLP, Rockville Family Practice, 520 Hartford Turnpike, Vernon, CT 06066 ("Rockville") from on or about April 16, 2008 to on or about January 19, 2009, when the Licensee left the practice. Rockville rehired the Licensee on or about March 31, 2010.
8. On or about March 27, 2011, the Licensee submitted to the Board an application for the renewal of his PA license ("renewal application"). In response to Question 2 on the renewal application, "Since the last renewal...of your license, has any licensing or certification board, government authority, hospital or health care facility or professional association located in the United States or any country or foreign jurisdiction taken any disciplinary action against you?", the Licensee answered "Yes." In connection with his affirmative response, the Licensee attached the following documentation to his renewal application:

- (a) A copy of a Connecticut Department of Consumer Protection, Drug Control Division Drug Control Report (Case #2010-930) dated September 24, 2010, concerning Joseph J. Bartoszek, Jr., PA. In part, the Drug Control Report stated the following:

On or about July 11, 2010, at the Target Pharmacy in Enfield, Connecticut, a woman presented a prescription for a [redacted] dated July 7, 2010, written by the Licensee on a Rockville prescription pad, for Norco [hydrocodone/APAP] 10/325mg quantity (180) tablets. The woman stated that she would pay for the prescription in cash. When the pharmacist attempted to verify the address the woman provided for the Carulo, the pharmacist found that the address was not a valid address. When asked, the woman identified herself as [redacted] residing at [redacted]

informed the pharmacist that she was [redact] caregiver. Subsequent to the pharmacist's telephone call to the Licensee's employer to authenticate the prescription, the Licensee told the pharmacist that he had written the prescription for someone he worked with and that his wife, [redact] was helping the patient out by picking it up. When the Licensee was questioned about the prescription by Rockville's CEO, the Licensee stated that [redact] was his patient at the practice. A subsequent review of Rockville's computer system did not have any information pertaining to a patient "[redact]". When the Licensee was later presented with the prescription, he acknowledged that he had written it, but stated that he did not recall authorizing two refills for the medication. The Licensee further acknowledged that [redact] was not his patient at Rockville and that he had written the prescription at the request of his wife, and as a favor to [redact], who the Licensee stated was his wife's supervisor at work.

- (b) A copy of an Agreement Concerning Connecticut Controlled Substance Certificate of Registration, between the Licensee and the Connecticut Department of Consumer Protection (Docket No. 10-1253), signed by the Licensee on September 24, 2010. Under the terms of the Connecticut Agreement, the Licensee agreed not to dispense, administer, or prescribe controlled substances to himself, members of his family or friends (spouse, children, parents and siblings of the Licensee), except in the case of a medical emergency.
 - (c) A copy of a Consent Order between the Licensee and the Connecticut Department of Public Health, Healthcare Systems Branch (Petition No. 2010-5621), effective February 15, 2011, entered into following the Licensee's completion of continuing education on prescriptive practice. Under the terms of the Consent Order, the Licensee admitted that on or about July 7, 2010, he had "prescribed the controlled substance hydrocodone/APAP to his wife's coworker without examining the individual or maintaining appropriate medical records." The Licensee accepted a reprimand for his actions and agreed not to prescribe any medication for himself, his family, or his friends, and to comply with all state and federal statutes and regulations applicable to his licensure.
- 9. Based on the Licensee's license discipline in Connecticut, the National Commission on Certification of Physician Assistants ("NCCPA") imposed "Censured status" on the Licensee's certification as a Physician Assistant effective February 28, 2011, based on his violation of NCCPA policy.
 - 10. The Licensee was employed as a Physician Assistant at Harrington Physician Services, Inc. ("HPS"), at its Webster/Dudley Office, 161 West Main Street, Dudley, MA 01571, on or about January 2009. On April 6, 2010, HPS placed the Licensee on administrative leave pending an investigation into whether or not he had prescribed narcotics to family members, specifically, to the Licensee's wife and son, in violation of HPS policy.

The investigation revealed that over a three-year period, 102 prescriptions for tramadol (Ultram) were obtained at the Rite Aid in West Springfield, Massachusetts, by members of the Licensee's family through prescriptions written on the Licensee's HPS prescription pads. Additional tramadol prescriptions were filled at a CVS Pharmacy in West Springfield, which prescriptions were from the Licensee's HPS prescription pads and the prescription pads of two of the Licensee's former employers. The Licensee asserted that his prescription pads must have been stolen because he did not write the prescriptions at issue. HPS determined that the Licensee had "clearly failed to exercise even a minimal amount of care over [his] prescription pads given that at least three of [the Licensee's] pads had been stolen or lost on at least three different occasions" and terminated the Licensee's employment on May 3, 2010. The Licensee's supervising physician was Peter Scuccimarri, MD. The Licensee did not report the name of his supervising physician or the practice location to the Board.

11. The Licensee was rehired as a Physician Assistant at Rockville Family Practice in Vernon, Connecticut, on or about March 31, 2010. While employed at Rockville, the Licensee entered into the Consent Agreement regarding his prescriptive practice referenced in Paragraph 8, above, and effective on February 15, 2011. On or about May 4, 2011, the Licensee was terminated from employment at Rockville due, in part, to incomplete, improper charting of prescribed medications.
12. Sometime before September 28, 2011, the Licensee was employed as a Physician Assistant by Concentra Medical Center, 140 Carando Drive, Springfield, MA 01104 ("Concentra"). The Licensee did not report the name of his supervising physician or practice location to the Board.
13. In connection with the Complaint investigation, the Board obtained copies of six prescriptions for hydrocodone/APAP written on 9/28/11, 11/1/11, 11/9/11, 12/5/11, 12/20/11, and 1/11/12. Each prescription bears Concentra's printed address, 140 Carando Drive, Springfield, Massachusetts; the name "Lorraine Richards" as the patient; the Licensee's signature and name printed by hand; the Licensee's U.S. DEA controlled substances registration number; and authorization for one refill. Two of the six prescriptions have the words "Sup: Halprenruder" printed by hand under the address. A review of medical records at Concentra's office on March 22, 2012, did not reveal any record of a "Lorraine Richards" as a Concentra patient. The supervising physician whose name is noted as "Halprenruder" on two of the prescriptions is Daniel Halpren-Ruder, MD, a Massachusetts licensed physician who is board-certified in Emergency Medicine and who lists a private office in Providence, RI, as his business address.
14. The Licensee acknowledges that his failure to comply with federal and state laws and regulations governing controlled substances as alleged in the Complaint and his failure to provide to the Board the name(s) of his supervising physician(s) and practice

location(s) as required by Board regulations at 263 CMR 3.03(4), warrants disciplinary action by the Board under:

- (a) 263 CMR 6.02(b) for violating any provision of the laws of the Commonwealth relating to the authorized practice of Physician Assistants or any rule or regulation adopted thereunder.
 - (b) 263 CMR 6.02(c) and M.G.L. c. 112, § 61, for engaging in deceit and gross misconduct in the practice of his profession as a Physician Assistant.
 - (c) 263 CMR 6.02(d) for engaging in practice which is fraudulent or beyond the authorized scope of practice for a Physician Assistant.
 - (d) 263 CMR 6.06(j) for violating any provision of M.G.L. c. 112, §§ 9C through 9K (to wit, M.G.L. c. 112, § 9H) or any rule or regulation of the Board (to wit, Board regulations cited in Paragraph 3 (a) through (c), above).
15. The Licensee understands that this Agreement shall be incorporated into the records for the Licensee maintained by the Board. The Licensee further understands that this Agreement constitutes a "public record" within the meaning of M.G.L. c. 4, § 7 subject to public disclosure and that the Board may forward a copy of this Voluntary Surrender Agreement to other licensing boards or law enforcement entities, or both, as well as to any other individual or entity as required by law.
16. The Licensee understands that this Voluntary Surrender Agreement constitutes disciplinary action by the Board.
17. The Licensee further agrees to return to the Board his current Physician Assistant license at the time he returns the two signed, dated, and witnessed original copies of this Agreement.
18. The Board agrees that in return for the Licensee's execution of this Agreement and its return to the Board with his current Physician Assistant license as provided by this Agreement, the Board shall not prosecute before itself the allegations contained in the Complaint.
19. The Licensee understands and agrees that the conditions for any future reinstatement of his Physician Assistant license shall include, but not be limited to, the Licensee's evaluation by the Massachusetts Professional Recovery System ("MPRS"), participation in the MPRS as recommended by the MPRS, and successful completion of participation in the MPRS as determined by the MPRS and the Board.
20. The Licensee understands and agrees that the conditions for any future reinstatement of his Physician Assistant license shall include, but not be limited to, the Licensee's

providing documentation satisfactory to the Board that any and all criminal cases brought against him have been closed before the Board will consider any written petition from the Licensee for license reinstatement.

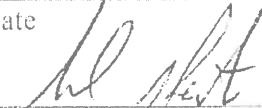
21. The Licensee further understands and agrees that any future license reinstatement by the Board may be conditioned on his entering into a consent agreement with the Board for a period of license probation, the duration and terms of which to be determined by the Board at the time of any license reinstatement.
22. The Licensee understands that he may petition the Board for license reinstatement in accordance with Board Policy No. PA-10-01, *License Reinstatement Following License Surrender, License Suspension, or License Revocation*. A copy of such Policy is attached hereto as Attachment A and incorporated herein by reference.
23. The Licensee understands and agrees that he will be required to meet any and all Board requirements for license reinstatement in effect at the time of he submits to the Board a petition for license reinstatement.
24. The Licensee understands and agrees that the surrender of his Physician Assistant license as agreed under the terms of this Voluntary Surrender Agreement is a final act depriving him of all privileges of licensure as a Physician Assistant and is not subject to reconsideration or judicial review.
25. The effective date of this Agreement ("Effective Date") is the date on which the Board receives the Agreement that has been signed by the Licensee.
26. The Licensee understands and agrees that after the Effective Date of this Voluntary Surrender Agreement he will no longer be authorized to practice as a Physician Assistant in Massachusetts. The Licensee further understands that any practice as a Physician Assistant after the Effective Date of this Agreement may be referred to law enforcement for appropriate action, shall constitute additional grounds for complaint against his Physician Assistant license, and shall be considered by the Board in connection with any future request for license reinstatement by the Licensee.
27. The Licensee states that he has used legal counsel in connection with his decision to enter into this Voluntary Surrender Agreement or, if he did not, that he had an opportunity to do so and that his decision to enter into this Agreement was made of his own free will.
28. The Licensee certifies that he has read this document entitled "Voluntary Surrender Agreement." The Licensee understands that, by executing this Agreement, he is waiving his right to a formal hearing at which he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his

own behalf, to contest the allegations, to present oral argument, to appeal to court in the event of an adverse ruling, and all other rights set forth in M.G.L. c. 30A, the Massachusetts Administrative Procedure Act, and 801 CMR 1.01 *et seq.*, the Standard Adjudicatory Rules of Practice and Procedure. The Licensee states that he further understands that in executing this document entitled "Voluntary Surrender Agreement" he is knowingly and voluntarily waiving his right to a formal hearing and to all of the above listed rights.

BY THE LICENSEE:



Joseph J. Bartoszek

3-30-12
Date

 3/30/12
Witness Signature and Date

Joseph J. Bartoszek
Witness Print Name

BY THE BOARD:


Sally Graham, Executive Director

3/30/2012
Date (Effective Date)

* * *

FOR BOARD USE:

An original copy of this Voluntary Surrender Agreement signed by the Board was mailed to the Licensee/Licensee's attorney on 4/2/12 by Certified Mail No. 7010 2780 0001 8675 8916 by JHS.