

FILED OF RECORD

FEB 18 2021

K.B.M.L

COMMONWEALTH OF KENTUCKY
BOARD OF MEDICAL LICENSURE
CASE NO. PA-44

IN RE: THE LICENSE TO PRACTICE AS A PHYSICIAN ASSISTANT IN THE COMMONWEALTH OF KENTUCKY HELD BY JORDAN MICHAEL EDELEN, PA-C, LICENSE NO. PA2072, 260 McCONNELLS TRACE, LEXINGTON, KENTUCKY 40511

AGREED ORDER

Come now the Kentucky Board of Medical Licensure (hereafter "the Board"), acting by and through its Hearing Panel A, and JORDAN MICHAEL EDELEN, PA-C, (hereafter "the licensee"), and, based upon their mutual desire to fully and finally resolve the pending Complaint without an evidentiary hearing, hereby ENTER INTO the following **AGREED ORDER**:

STIPULATIONS OF FACT

The parties stipulate the following facts, which serve as the factual bases for this Agreed Order:

1. At all relevant times, Jordan Michael Edelen, PA-C, was licensed by the Board to practice as a physician assistant within the Commonwealth of Kentucky.
2. On or about February 4, 2019, the licensee entered into an Agreed Order, Case No. PA-42, in lieu of the issuance of a Complaint, pursuant to which he stipulated to the following facts as violations of KRS 311.850(1)(f) and (j):
 - o On or about September 4, 2018, Jennifer Evans, Manager of the Berea Walk-In Clinic, reported to the Board that Dr. Fadi Bacha had terminated the employment agreement of the licensee's friend, Kevin Crabtree, PA-C, on or about August 30, 2018, based upon a reverse KASPER check which revealed a number of unauthorized narcotic prescriptions written to the licensee.
 - o When interviewed by the Medical Investigator, Ms. Evans stated substantially as follows: Mr. Crabtree worked with Dr. Bacha for four (4) years at the Berea Walk-In Clinic; Mr. Crabtree and the licensee lived in

Lexington; Dr. Bacha worked at the clinic on Fridays and Mr. Crabtree worked at the clinic in Berea 3-4 days per week; staff noticed that the licensee and Mr. Crabtree came to the clinic on days when Mr. Crabtree was not practicing and Dr. Bacha was not present; staff became suspicious when a Berea-area pharmacist called in a question about a prescription for Oxycodone for the licensee; Dr. Bacha ran a reverse KASPER and discovered unauthorized Oxycodone prescriptions written to the licensee approximately every two weeks since September 1, 2017; and when confronted, Mr. Crabtree admitted that he had been providing the Oxycodone prescriptions to the licensee.

- When interviewed by the Medical Investigator, Dr. Bacha stated substantially as follows: the protocol for Mr. Crabtree to get controlled substance prescriptions for a patient was to call or text Dr. Bacha for those prescriptions; he did not authorize Mr. Crabtree to sign his name to prescriptions; he had only provided five (5) pre-signed prescriptions to Mr. Crabtree over the course of the last four (4) years; and he did not authorize nor have any knowledge of the prescriptions written to the licensee in his name until the reverse KASPER check.
- In a letter dated October 18, 2018, and when interviewed, the licensee stated substantially as follows: He filled prescriptions given to him by Mr. Crabtree and provided the medications to Mr. Crabtree; Mr. Crabtree had told him that Dr. Bacha was aware of the arrangement and was working with Mr. Crabtree's primary treating physician, Dr. Harrison, to arrange a way for him to receive Oxycodone; the licensee thought that he was helping Mr. Crabtree through a tough time. According to the licensee, approximately every three weeks over the course of two years, he would go to the Berea Walk-In Clinic with Mr. Crabtree when Dr. Bacha was not there to pick up the prescription; on some occasions, they would then go together to fill the prescription and on other occasions, the licensee would go to fill the prescription while Mr. Crabtree remained at the clinic; the licensee gave all the prescribed medications to Mr. Crabtree for Mr. Crabtree's use; and over time, the licensee noticed that the amount prescribed increased significantly. The licensee knew this arrangement was not standard practice and described his involvement as a "lapse in my judgment and misplacement of my trust."
- The only record of the licensee being treated at the Berea Walk-In Clinic was dated October 23, 2017, and it was documented that he was treated by Mr. Crabtree.
- KASPER records indicate pain medication prescriptions written to the licensee under Dr. Bacha's DEA as far back as April 2014. According to KASPER, Dr. Bacha prescribed the licensee Tramadol on nine (9) occasions in 2014 and on four (4) occasions in 2015; Oxycodone on three

(3) occasions and Hydrocodone on one (1) occasion in 2016; Oxycodone on twelve (12) occasions and Hydrocodone on one (1) occasion in 2017; and Oxycodone on seventeen (17) occasions between January-August 2018, with some prescriptions filled three (3) times in a single month.

- o All prescriptions recorded in KASPER for the licensee from Dr. Bacha were, in fact, written by and for Mr. Crabtree and all of those written in 2017 and 2018 were obtained for Mr. Crabtree with the licensee's knowledge and assistance.
3. Pursuant to the Agreed Order, Case No. PA-42, the licensee was placed on probation and required to successfully complete an ethics program.
 4. On or about May 4, 2019, the licensee successfully completed the ethics program, *ProBE*.
 5. On or about October 17, 2019, a grand jury returned an indictment charging the licensee with a violation of 21 U.S.C. § 846, Conspiracy to Obtain a Schedule II Controlled Substance (oxycodone) by Misrepresentation, Fraud, Forgery, Deception or Subterfuge, a felony.
 6. On or about December 16, 2019, the licensee entered a guilty plea to a felony offense relating to a controlled substance.

STIPULATED CONCLUSIONS OF LAW

The parties stipulate the following Conclusions of Law, which serve as the legal bases for this Agreed Order:

1. The licensee's Kentucky license to practice as a physician assistant is subject to regulation and discipline by the Board.
2. Based upon the Stipulations of Fact, the licensee has engaged in conduct which violates the provisions of KRS 311.850(1)(c). Accordingly, there are legal grounds for the parties to enter into this Agreed Order.

3. KRS 218A.205(3)(f) provides that any licensee who may have prescriptive authority and is convicted of a felony offense relating to controlled substances should be permanently banned from prescribing or dispensing controlled substances.
4. Pursuant to KRS 311.591(6) and 201 KAR 9:082, the parties may fully and finally resolve this matter without an evidentiary hearing by entering into an informal resolution such as this Agreed Order.

AGREED ORDER

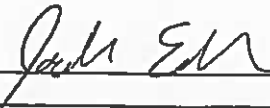
Based upon the foregoing Stipulations of Fact and Stipulated Conclusions of Law, and, based upon their mutual desire to fully and finally resolve the pending Complaint without an evidentiary hearing, the parties hereby ENTER INTO the following **AGREED ORDER:**

1. The license to practice as a physician assistant in the Commonwealth of Kentucky held by Jordan Michael Edelen, PA-C, is hereby RESTRICTED/LIMITED FOR AN INDEFINITE PERIOD OF TIME, effective immediately upon the filing of this Agreed Order;
2. During the effective period of this Agreed Order, the licensee's license to practice as physician assistant in the Commonwealth of Kentucky SHALL BE SUBJECT TO THE FOLLOWING TERMS/CONDITIONS:
 - a. The licensee SHALL NOT prescribe or administer a controlled substance and SHALL NOT submit an application for prescriptive authority pursuant to KRS 311.858;
 - b. Pursuant to KRS 311.565(1)(v), the licensee SHALL reimburse the Board's costs of \$312.50 within six months of the filing of this Agreed Order; and
 - c. The licensee SHALL NOT violate any provision of KRS 311.850.

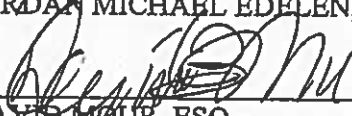
3. The licensee expressly understands and agrees that the Board shall not consider a request to terminate or modify term/condition 2a. (above) unless his felony plea/conviction (Stipulation of Fact ¶6) is dismissed and the record expunged by order of the federal court.
4. The licensee understands and agrees that if he should violate any term or condition of this Agreed Order, the licensee's practice will constitute an immediate danger to the public health, safety, or welfare, as provided in KRS 311.852 and 13B.125. The parties further agree that if the Board should receive information that he has violated any term or condition of this Agreed Order, the Panel Chair is authorized by law to enter an Emergency Order of Suspension or Restriction immediately upon a finding of probable cause that a violation has occurred, after an *ex parte* presentation of the relevant facts by the Board's General Counsel or Assistant General Counsel. If the Panel Chair should issue such an Emergency Order, the parties agree and stipulate that a violation of any term or condition of this Agreed Order would render the licensee's practice an immediate danger to the health, welfare and safety of patients and the general public, pursuant to KRS 311.852 and 13B.125; accordingly, the only relevant question for any emergency hearing conducted pursuant to KRS 13B.125 would be whether the licensee violated a term or condition of this Agreed Order.
5. The licensee understands and agrees that any violation of the terms of this Agreed Order would provide a legal basis for additional disciplinary action, pursuant to KRS 311.850(1)(o), and may provide a legal basis for criminal prosecution.

SO AGREED on this 18th day of February, 2021.

FOR THE LICENSEE:



JORDAN MICHAEL EDELEN, PA-C

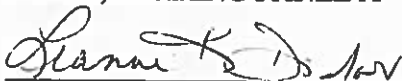


DAVID MOUR, ESQ.
COUNSEL FOR LICENSEE

FOR THE BOARD:



WAQAR A. SALEEM, M.D.
CHAIR, HEARING PANEL A



LEANNE K. DIAKOV
General Counsel
Kentucky Board of Medical Licensure
310 Whittington Parkway, Suite 1B
Louisville, Kentucky 40222
(502) 429-7150

WAIVER OF RIGHTS

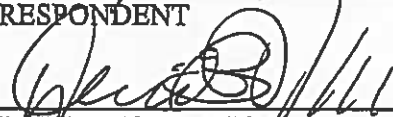
I, Jordan Michael Edelen, PA-C., am presently the Respondent in Kentucky Board of Medical Licensure Case No. PA-44. I understand that, under 201 KAR 9:082, I must waive certain rights if I wish to resolve this matter by informal dispensation. Accordingly, I WAIVE my right to raise any constitutional, statutory or common law objection(s) I may have to the Hearing Panel rejecting the proposed informal dispensation or to the curtailment of such a settlement by the Board's General Counsel or Assistant General Counsel.

Furthermore, if the Hearing Panel accepts the proposed Agreed Order as submitted, I WAIVE my right to demand an evidentiary hearing or to raise additional constitutional or statutory objections in this matter. However, if the Hearing Panel should reject the proposed Agreed Order, I understand that further proceedings will be conducted in accordance with KRS 311.850(2), and I will have the right to raise any objections normally available in such proceedings.

Executed this 12 day of Feb., 2021.



JORDAN MICHAEL EDELEN, PA-C
RESPONDENT



DAVID MOUR, ESQ.
COUNSEL FOR THE RESPONDENT

FEB - 4 2019

K.B.M.L.

COMMONWEALTH OF KENTUCKY
BOARD OF MEDICAL LICENSURE
CASE NO. PA-42

IN RE: THE LICENSE TO PRACTICE AS A PHYSICIAN ASSISTANT IN THE COMMONWEALTH OF KENTUCKY HELD BY JORDAN MICHAEL EDELEN, PA-C, LICENSE NO. PA2072, 260 McCONNELLS TRACE, LEXINGTON, KENTUCKY 40511

AGREED ORDER

Come now the Kentucky Board of Medical Licensure (hereafter "the Board"), acting by and through its Inquiry Panel B, and JORDAN MICHAEL EDELEN, PA-C, (hereafter "the licensee"), and, based upon their mutual desire to fully and finally resolve this pending investigation without an evidentiary hearing, hereby ENTER INTO the following **AGREED ORDER:**

STIPULATIONS OF FACT

The parties stipulate the following facts, which serve as the factual bases for this Agreed Order:

1. At all relevant times, Jordan Michael Edelen, PA-C, was licensed by the Board to practice as a physician assistant within the Commonwealth of Kentucky.
2. On or about September 4, 2018, Jennifer Evans, Manager of the Berea Walk-In Clinic, reported to the Board that Dr. Fadi Bacha had terminated the employment agreement of the licensee's friend, Kevin Crabtree, PA-C, on or about August 30, 2018, based upon a reverse KASPER check which revealed a number of unauthorized narcotic prescriptions written to the licensee.
3. When interviewed by the Medical Investigator, Ms. Evans stated substantially as follows: Mr. Crabtree worked with Dr. Bacha for four (4) years at the Berea Walk-In Clinic; Mr. Crabtree and the licensee lived in Lexington; Dr. Bacha worked at

the clinic on Fridays and Mr. Crabtree worked at the clinic in Berea 3-4 days per week; staff noticed that the licensee and Mr. Crabtree came to the clinic on days when Mr. Crabtree was not practicing and Dr. Bacha was not present; staff became suspicious when a Berea-area pharmacist called in a question about a prescription for Oxycodone for the licensee; Dr. Bacha ran a reverse KASPER and discovered unauthorized Oxycodone prescriptions written to the licensee approximately every two weeks since September 1, 2017; and when confronted, Mr. Crabtree admitted that he had been providing the Oxycodone prescriptions to the licensee.

4. When interviewed by the Medical Investigator, Dr. Bacha stated substantially as follows: the protocol for Mr. Crabtree to get controlled substance prescriptions for a patient was to call or text Dr. Bacha for those prescriptions; he did not authorize Mr. Crabtree to sign his name to prescriptions; he had only provided five (5) pre-signed prescriptions to Mr. Crabtree over the course of the last four (4) years; and he did not authorize nor have any knowledge of the prescriptions written to the licensee in his name until the reverse KASPER check.
5. In a letter dated October 18, 2018, and when interviewed, the licensee stated substantially as follows: He filled prescriptions given to him by Mr. Crabtree and provided the medications to Mr. Crabtree; Mr. Crabtree had told him that Dr. Bacha was aware of the arrangement and was working with Mr. Crabtree's primary treating physician, Dr. Harrison, to arrange a way for him to receive Oxycodone; the licensee thought that he was helping Mr. Crabtree through a tough time. According to the licensee, approximately every three weeks over the course of two years, he would go to the Berea Walk-In Clinic with Mr. Crabtree when Dr. Bacha

was not there to pick up the prescription; on some occasions, they would then go together to fill the prescription and on other occasions, the licensee would go to fill the prescription while Mr. Crabtree remained at the clinic; the licensee gave all the prescribed medications to Mr. Crabtree for Mr. Crabtree's use; and over time, the licensee noticed that the amount prescribed increased significantly. The licensee knew this arrangement was not standard practice and described his involvement as a "lapse in my judgment and misplacement of my trust."

6. The only record of the licensee being treated at the Berea Walk-In Clinic was dated October 23, 2017, and it was documented that he was treated by Mr. Crabtree.
7. KASPER records indicate pain medication prescriptions written to the licensee under Dr. Bacha's DEA as far back as April 2014. According to KASPER, Dr. Bacha prescribed the licensee Tramadol on nine (9) occasions in 2014 and on four (4) occasions in 2015; Oxycodone on three (3) occasions and Hydrocodone on one (1) occasion in 2016; Oxycodone on twelve (12) occasions and Hydrocodone on one (1) occasion in 2017; and Oxycodone on seventeen (17) occasions between January-August 2018, with some prescriptions filled three (3) times in a single month.
8. All prescriptions recorded in KASPER for the licensee from Dr. Bacha were, in fact, written by and for Mr. Crabtree and all of those written in 2017 and 2018 were obtained for Mr. Crabtree with the licensee's knowledge and assistance.
9. On January 17, 2019, the Board's Inquiry Panel B reviewed the investigation. The Panel and the licensee agree to enter into this Agreed Order, in lieu of the issuance of a Complaint.

STIPULATED CONCLUSIONS OF LAW

The parties stipulate the following Conclusions of Law, which serve as the legal bases for this Agreed Order:

1. The licensee's Kentucky license to practice as a physician assistant is subject to regulation and discipline by the Board.
2. Based upon the Stipulations of Fact, the licensee has engaged in conduct which violates the provisions of KRS 311.850(1)(f) and (j). Accordingly, there are legal grounds for the parties to enter into this Agreed Order.
3. Pursuant to KRS 311.591(6) and 201 KAR 9:082, the parties may fully and finally resolve this pending investigation without an evidentiary hearing by entering into an informal resolution such as this Agreed Order.

AGREED ORDER

Based upon the foregoing Stipulations of Fact and Stipulated Conclusions of Law, and, based upon their mutual desire to fully and finally resolve this pending investigation without an evidentiary hearing, the parties hereby ENTER INTO the following **AGREED ORDER:**

1. The license to practice as a physician assistant in the Commonwealth of Kentucky held by Jordan Michael Edelen, PA-C, is hereby PLACED ON PROBATION FOR A PERIOD OF FIVE (5) YEARS, with that period of probation to become effective immediately upon the filing of this Agreed Order.
2. During the effective period of this Agreed Order, the licensee's license to practice as physician assistant in the Commonwealth of Kentucky SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- a. Within twenty (20) days of the filing of this Agreed Order, the licensee SHALL make all necessary arrangements to enroll in the *ProBe* Program offered through the Center for Personalized Education for Professionals (CPEP), 720 South Colorado Boulevard, Suite 1100-N, Denver, Colorado 80246, Tel. (303) 577-3232, at the earliest time;
 - i. The licensee SHALL complete and “unconditionally pass” the *ProBe* Program at the time and date(s) scheduled, at his expense and as directed by CPEP’s staff;
 - ii. The licensee SHALL provide the Board’s staff with written verification that he has completed and “unconditionally passed” CPEP’s *ProBe* Program, promptly after completing the program;
 - iii. The licensee SHALL take all steps necessary, including signing any waiver and/or consent forms required to ensure that CPEP will provide a copy of any evaluations, reports or essays from the *ProBe* Program to the Board’s Legal Department promptly after their completion; and
 - b. The licensee SHALL NOT violate any provision of KRS 311.850.
3. The licensee understands and agrees that if he should violate any term or condition of this Agreed Order, the licensee’s practice will constitute an immediate danger to the public health, safety, or welfare, as provided in KRS 311.852 and 13B.125. The parties further agree that if the Board should receive information that he has violated any term or condition of this Agreed Order, the Panel Chair is authorized by law to enter an Emergency Order of Suspension or Restriction immediately upon a finding of probable cause that a violation has occurred, after an *ex parte* presentation of the relevant facts by the Board’s General Counsel or Assistant General Counsel. If the Panel Chair should issue such an Emergency Order, the parties agree and stipulate that a violation of any term or condition of this Agreed Order would render the licensee’s practice an immediate danger to the health, welfare and safety of patients and the general public, pursuant to KRS 311.852 and

13B.125; accordingly, the only relevant question for any emergency hearing conducted pursuant to KRS 13B.125 would be whether the licensee violated a term or condition of this Agreed Order.

4. The licensee understands and agrees that any violation of the terms of this Agreed Order would provide a legal basis for additional disciplinary action, pursuant to KRS 311.850(1)(o), and may provide a legal basis for criminal prosecution.

SO AGREED on this 2nd day of February, 2019.


FOR THE LICENSEE:



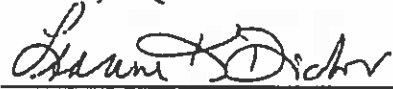
JORDAN MICHAEL EDELEN, PA-C

COUNSEL FOR LICENSEE
IF APPLICABLE

FOR THE BOARD:



SANDRA R. SHUFFETT, M.D.
CHAIR, INQUIRY PANEL B



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