

**CONSENT AGREEMENT  
BETWEEN  
BALDEV S. SEKHON, M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Sekhon 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)(18), Ohio Revised Code, for “[v]iolation of any provision of a code of ethics of the American medical association, the American osteopathic association, the American podiatric medical association, or any other national professional organizations that the board specifies by rule.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(18), Ohio Revised Code, to wit: Principles II and IV of the American Medical Association’s Principles of Medical Ethics, 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. Sekhon is licensed to practice medicine and surgery in the State of Ohio, license number 35.056073.
- D. Dr. Sekhon states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Sekhon admits that, in or around November 2006, he invited a resident to his office to discuss with her how her residency was progressing and to counsel and mentor her. After the discussion, Dr. Sekhon admits that he gave the resident a hug

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and a kiss on the cheek. Dr. Sekhon acknowledges that the hug and kiss were unwanted by the resident and made her feel uncomfortable.

Dr. Sekhon further admits that, in or around December 2005 or January 2006, he interviewed a prospective physician assistant. Dr. Sekhon admits that the interview began with lunch and that, after lunch, he and the prospective physician assistant returned to Dr. Sekhon's office to continue the interview. At the end of the interview, Dr. Sekhon kissed the cheek of the prospective physician assistant. Dr. Sekhon acknowledges that the kiss was unwanted by the physician assistant and made her feel uncomfortable.

Dr. Sekhon also admits that, in or around 2004 or 2005, as he was leaving the office, he started to give his office manager a goodbye kiss. At the moment of the kiss, Dr. Sekhon states that he licked his lips and that his tongue touched his office manager's lips or mouth. Dr. Sekhon admits that his office manager believed that Dr. Sekhon had given her a French kiss. Dr. Sekhon acknowledges that the kiss made the office manager feel uncomfortable.

Dr. Sekhon admits that the resident, the physician assistant and the office manager identified above are his colleagues. Dr. Sekhon further admits that the resident and the physician assistant identified above are health professionals. Additionally, Dr. Sekhon admits that he did not behave professionally toward these colleagues and health professionals and that he did not respect their rights. Dr. Sekhon specifically denies that he ever had a physician-patient relationship with any of the aforementioned individuals.

#### 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. Sekhon knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

1. Baldev S. Sekhon, M.D. is hereby REPRIMANDED.

Further, Dr. Sekhon knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

2. Dr. Sekhon shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
3. Dr. Sekhon 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

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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. Sekhon 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 otherwise requested by the Board, except that subsequent personal appearances which would routinely occur every three months throughout the duration of the Consent Agreement shall be waived by the Board provided that Dr. Sekhon is otherwise in full compliance with this Consent Agreement. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall revert to being required every three months and shall be scheduled based on the appearance date as originally scheduled.
5. In the event Dr. Sekhon is found by the Secretary of the Board to have failed to comply with any provision of this Consent Agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.

#### **Professional Boundaries Course**

6. Before the end of the first six months of probation, or as otherwise approved by the Board, Dr. Sekhon shall provide acceptable documentation of successful completion of a course or courses dealing with professional boundaries. 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.

In addition, at the time Dr. Sekhon submits the documentation of successful completion of the course or courses dealing with professional boundaries, he also shall submit to the Board a written report describing the course, setting forth what he learned from the course, and identifying with specificity how he will apply what he has learned to his practice of medicine and surgery in the future.

#### **Required Reporting by Licensee**

7. Within thirty days of the effective date of this Consent Agreement, Dr. Sekhon 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. Sekhon 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. Sekhon provides any health care services or health care direction or

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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. Sekhon shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Sekhon shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

8. Within thirty days of the effective date of this Consent Agreement, Dr. Sekhon shall provide a copy of this Consent Agreement 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. Sekhon further agrees to provide a copy of this Consent Agreement 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. Further, Dr. Sekhon shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
9. Dr. Sekhon shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

#### FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Sekhon appears to have violated or breached any term or condition of this Consent Agreement, the Board

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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. Sekhon has violated any term, condition or limitation of this Consent Agreement, Dr. Sekhon 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. Sekhon shall not terminate. Dr. Sekhon shall not request termination of this Consent Agreement for a minimum of one year. In addition, Dr. Sekhon shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. 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. Sekhon, 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 issuance by the Board of a final Board Order.

#### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Sekhon 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. Sekhon 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. Sekhon 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.

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**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.

Baldev S Sekhon  
BALDEV S. SEKHON, M.D.

Lance A. Talmage, MD/BAS  
LANCE A. TALMAGE, M.D. *by authorization*  
Secretary

2/3/2010  
DATE

March 10, 2010  
DATE

*CP*  
Stewart D. Roll (per telephone authorization - 2/5/10)  
Stewart Roll / by consent signed  
STEWART D. ROLL *by counsel for Dr. Sekhon Scott D. Simpkins*  
Attorney for Dr. Sekhon

Raymond J. Albert / BAS  
RAYMOND J. ALBERT *by authorization*  
Supervising Member

2/3/2010  
DATE

March 10, 2010  
DATE

Cheryl D. Pokorny  
CHERYL D. POKORNY  
Enforcement Attorney

~~3/6/10~~ 3/15/10 (CP)  
DATE

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