
**DISCIPLINARY AGREEMENT REGARDING THE LICENSE OF MARLO
PICHARDO LICENSE NO. 12548680-1206 TO PRACTICE AS PHYSICIAN
ASSISTANT IN THE STATE OF UTAH**

Case No. DOPL 2026- 154

By signing below, **MARLO PICHARDO** ("Respondent") and the Utah Division of Professional Licensing ("Division") knowingly and voluntarily agree as follows:

1. **Agreement Effective Date:** This Agreement becomes effective on the day the Division Director signs the attached Order (the "Effective Date").
2. **Pre-Adjudication Settlement:** This Agreement is a pre-adjudication settlement, as contemplated by Utah Code § 63G-4-102(4). If the Agreement is not signed by Respondent and the Division, the Division will proceed with adjudication of Respondent's alleged unprofessional or unlawful conduct. By signing this Agreement, Respondent waives the right to participate in adjudication proceedings and respond to these allegations before the Division.
3. **Undisputed Facts:** Respondent and the Division do not dispute the following facts, for the purposes of the Division's administrative action regarding Respondent's license:
 - a. The Division received a copy of Case No. 1381814 The Idaho Board of Medicine in the matter of the license of MARLO PICHARDO PA. The case resulted in a stipulated agreement and finding of fact. The order included a disciplinary reprimand of the Respondent for unprofessional conduct.
 - b. The Idaho Medical Board reprimanded the Respondent for unprofessional conduct for handling and forwarding packaged prescription medications directly to patients. Additionally, she failed to properly document a required Prescription Drug Monitoring Program (PDMP) review before issuing a prescription for a Schedule II opioid analgesic. The order also notes providing care or performing services outside the scope of practice.
 - c. The Respondent acknowledged prescribing controlled substances to her spouse and children stated in the Idaho order.
 - d. The Respondent failed to fully establish a provider-patient relationship and omitted or failed to properly document relevant clinical history, current medications, assessments, or plans of care before providing virtual care and prescribing medications to patients.
 - e. The Respondent failed to maintain adequate patient records that contained necessary subjective information, evaluations, objective

findings, and plans of care. Specifically, she failed to document this information for multiple patients, failed to maintain records for the family members she treated, and documented that she had checked the PDMP for an opioid prescription when the PDMP audit records did not reflect any such query.

- f. On or about March 15, 2026, the Respondent submitted a renewal of Utah License 1454860-1206. In the renewal the Respondent answered 'no' to question 4 "Are you currently under investigation or is any disciplinary, administrative, or criminal action pending against you now? The Idaho case was started in 2025, the Order was signed by Respondent on March 10, 2026. The Respondents answer to question for was false.

4. **Finding of Unprofessional Conduct:** Respondent's conduct described above is "unprofessional conduct," as defined by Utah Code 58-1-501, to include:

- (2) (a) "Unprofessional conduct" means conduct, by a licensee or applicant, that is defined as unprofessional conduct under this title or under any rule adopted under this title and includes:

- (i) violating any statute, rule, or order regulating a profession under this title;
- (iv) engaging in conduct that results in disciplinary action, including reprimand, censure, diversion, probation, suspension, or revocation, by any other licensing or regulatory authority having jurisdiction over the licensee or applicant in the same profession if the conduct would, in this state, constitute grounds for denial of licensure or disciplinary proceedings under Section 58-1-401;
- (viii) practicing or attempting to practice a profession requiring licensure under this title by any form of action or communication which is false, misleading, deceptive, or fraudulent;
- (ix) practicing or attempting to practice a profession regulated under this title beyond the scope of the licensee's competency, abilities, or education;
- (x) practicing or attempting to practice a profession regulated under this title beyond the scope of the licensee's license;

5. **Division's Authority to Act:** Based on its finding of "unprofessional conduct," the Division is authorized to "revoke, suspend, restrict, place on probation, or otherwise act upon" Respondent's license under Utah Code § 58-1-401(2).

6. **Public Reprimand:** The Division hereby enters a public reprimand against Respondent's license. The Division additionally imposes the following discipline:

7. **Additional Continuing Education Classes:** Respondent must successfully complete continuing education in ethics and professionalism, medical record keeping and proper prescribing within one year of the Effective Date. These courses are in addition to any regular continuing education or competence requirements associated with the Respondent's License.
8. **Disciplinary Action:** The resulting Division Director Order is a disciplinary action against Respondent's license under Utah Administrative Code R156-1-102(8) and Utah Code § 58-1-401(2). This disciplinary action may adversely affect any license or application for licensure Respondent may have in another state.
9. **Agreement is a Public Document:** This agreement is a public document and will be published on the Division's website. It may also be reported to disciplinary databases, such as the National Practitioner Data Bank.
10. **Time For Completing Terms or Conditions:** Respondent must comply with and timely complete all terms of this Agreement. If the time for completion for a term or condition is not expressly defined, the Division may later set the deadline.
11. **Sanction for Violation:** If Respondent violates any of the above terms, the Division may seek further limitation, sanction, or revocation of Respondent's license.
12. **No Outside Agreement:** There are no written or verbal agreements outside of the text of this document and the attached Order that modify, interpret, construe, or affect this Agreement. No person is authorized to make any promise, implication, or guarantee on behalf of the Division outside of this Agreement.
13. **Settlement Applies to Only Acts Specified:** This Agreement applies only to the conduct described in paragraph (4) and does not account for any other conduct, whether presently known or unknown to the Division. The Division reserves the right to bring additional actions against Respondent's license based on facts or conduct not described in paragraph (4), regardless of whether they occurred before or after the Effective Date of this Agreement.
14. **Void if no Final Order:** The Division Director is not required to accept this Agreement or sign the attached Order. If the Division Director does not sign the attached Order, this Agreement and the representations in it will be null and void.
15. **Waiver of Claims Against Division Director:** If the Division Director does not sign the attached Order, the Division may initiate adjudication of Respondent's alleged unprofessional or unlawful conduct. In an adjudicative proceeding, the Division Director may be the presiding officer and final decision maker. Respondent and the Division waive any claim that the Division Director was biased or prejudiced by having reviewed this Agreement. This waiver survives nullification of the Agreement.

16. **Waiver of Judicial Review:** Respondent waives all rights to administrative and judicial review of this Agreement and Order that they might otherwise be entitled to under Utah Code §§ 63G-4-301 through -405 and Utah Administrative Code R151-4-901 through -907.
17. **Opportunity to Review:** Respondent has read and understands all the above and has no questions about any term or provision.

// (signatures on next page) //

DIVISION OF PROFESSIONAL
LICENSING

RESPONDENT

BY: Larry Marx
Larry Marx
Bureau Manager

BY: 
MARLO PICHARDO

DATE: 5/12/2026

DATE: 5/11/26

ORDER

THE ABOVE AGREEMENT between the Division of Professional Licensing ("Division") and MARLO PICHARDO is approved by the Division and constitutes my Findings of Fact and Conclusions of Law. This Order is a **disciplinary action** under Utah Administrative Code R156-1-102(8) and Utah Code § 58-1-401(2). The terms and conditions of the Agreement are incorporated and constitute my Final Order.

ISSUED MAY , 13 , 2026.

DIVISION OF PROFESSIONAL LICENSING



DEBORAH BLACKBURN
Assistant Director

Bureau Manager ~Larry Marx