

BEFORE THE ARIZONA MEDICAL BOARD

In the Matter of

Min Ying Lim, M.D.

Holder of License No. 40179
For the Practice of Allopathic Medicine

In the State of Arizona.

Case No. MD-14-1331A

**INTERIM CONSENT AGREEMENT
FOR PRACTICE RESTRICTION**

INTERIM CONSENT AGREEMENT

Min Ying Lim, M.D. ("Respondent") elects to permanently waive any right to a hearing and appeal with respect to this Interim Consent Agreement for Practice Restriction and consents to the entry of this Order by the Arizona Medical Board ("Board").

INTERIM FINDINGS OF FACT

1. The Board is the duly constituted authority for the regulation and control of the practice of allopathic medicine in the State of Arizona.

2. Respondent is the holder of License No. 40179 for the practice of allopathic medicine in the State of Arizona.

3. The Board initiated case number MD-14-1331A after receiving a report on September 19, 2014 that Respondent appeared to be impaired while on duty at Banner Boswell Hospital on July 24, 2014.

4. Based on the information in the complaint, Respondent was referred to the Board's Physician Health Program ("PHP") contractor for an assessment on October 27, 2014. A hair test performed on Respondent as part of the assessment was positive for codeine and low levels of hydrocodone, despite the fact that a review of the controlled substances prescription monitoring report ("PMP") lacked explanatory prescriptions to justify these findings.

1 IT IS HEREBY ORDERED THAT:

2 1. Respondent is prohibited from engaging in the practice of medicine in the
3 State of Arizona as set forth in A.R.S. § 32-1401(22) until she applies to the Executive
4 Director and receives permission to do so as stated in paragraph 3 below. Respondent
5 may not request release from or modification of this Interim Consent Agreement for
6 Practice Restriction until she has completed a comprehensive chemical dependency
7 evaluation and any recommendations that arise as a result of the evaluation, including
8 additional treatment.

9 2. If further monitoring is recommended, Respondent shall enroll in the Board's
10 PHP within 5 days of the recommendation to do so. Respondent must comply with all the
11 terms and conditions of PHP monitoring, including at a minimum the following:

- 12 i. Respondent shall not consume alcohol or any food or other substance
13 containing poppy seeds or alcohol.
- 14 ii. Respondent shall not take any illegal drugs or mood altering medications.
- 15 iii. All prescriptions for controlled substances shall be approved by the PHP
16 prior to being filled except in an *Emergency*. Controlled substances
17 prescribed and filled in an emergency shall be reported to the PHP within 48
18 hours. Respondent shall take no *Medication* unless the Primary Care
19 Physician ("PCP") or other health care provider to whom the PCP refers
20 Respondent prescribes and the PHP approves the *Medication*. Respondent
21 shall not self-prescribe any *Medication*. "Medication" means a prescription-
22 only drug, controlled substance, and over-the counter preparation, other than
23 plain aspirin, plain ibuprofen, and plain acetaminophen.
- 24 iv. Respondent shall submit to random biological fluid, hair, and/or nail testing to
25 ensure compliance with PHP.

- 1 v. Respondent shall provide the PHP in writing with one telephone number that
2 shall be used to contact Respondent on a 24 hour per day/seven day per
3 week basis to submit to biological fluid, hair, and/or nail testing to ensure
4 compliance with PHP. For the purposes of this section, telephonic notice shall
5 be deemed given at the time a message to appear is left at the contact
6 telephone number provided by Respondent. Respondent authorizes any
7 person or organization conducting tests on the collected samples to provide
8 testing results to the PHP. Respondent shall comply with all requirements for
9 biological fluid, hair, and/or nail collection. Respondent shall pay for all costs
10 for the testing.
- 11 vi. Respondent shall provide the PHP with written notice of any plans to travel
12 out of state.
- 13 vii. Respondent shall successfully complete a PHP approved alcohol/drug
14 awareness education class with hours to be directed by PHP.
- 15 viii. Respondent must provide full consent for the PHP to discuss the
16 Respondent's case with the Respondent's PCP or any other health care
17 providers to ensure compliance with PHP.
- 18 ix. The relationship between the Respondent and the PHP is a direct
19 relationship. Respondent shall not use an attorney or other intermediary to
20 communicate with the PHP on participation and compliance issues.
- 21 x. Respondent shall be responsible for all costs, including PHP costs
22 associated with participating in PHP at the time service is rendered, or within
23 30 days of each invoice sent to the Respondent. An initial deposit of two
24 months PHP fees is due upon entering the program. Failure to pay either
25 the initial PHP deposit or monthly fees 60 days after invoicing will be

1 reported to the Board by the PHP and may result in disciplinary action up to
2 and including revocation.

3 xi. In the event Respondent resides or practices as a physician in a state other
4 than Arizona, Respondent shall participate in the rehabilitation program
5 sponsored by that state's medical licensing authority or medical society.
6 Respondent shall cause the monitoring state's program to provide written
7 quarterly reports to the PHP regarding Respondent's attendance,
8 participation, and monitoring. The monitoring state's program and
9 Respondent shall immediately notify the PHP if Respondent is non-compliant
10 with any aspect of the monitoring requirements or is required to undergo any
11 additional treatment.

12 xii. The PHP shall immediately notify the Board if Respondent is non-compliant
13 with any aspect of the monitoring requirements.

14 3. Once all of the terms and conditions of this Interim Consent Agreement have
15 been met, Respondent may request, in writing, release and/or modification of this Interim
16 Consent Agreement. The Executive Director, in consultation with and agreement of the
17 chief medical consultant and lead Board member, has the discretion to determine whether
18 it is appropriate to release Respondent from this Interim Consent Agreement.

19 4. The Board retains jurisdiction and may initiate new action based upon any
20 violation of this Interim Consent Agreement, including, but not limited to, summarily
21 suspending Respondent's license.

22 5. Because this is an Interim Consent Agreement and not a final decision by
23 the Board regarding the pending investigation, it is subject to further consideration by the
24 Board. Once the investigation is complete, it will be promptly provided to the Board for its
25 review and appropriate action.

1 pending before the Board and does not constitute any waiver, express or implied, of the
2 Board's statutory authority or jurisdiction regarding this or any other pending or future
3 investigations, actions, or proceedings. Respondent also understands that acceptance of
4 this Interim Consent Agreement does not preclude any other agency, subdivision, or
5 officer of this State from instituting civil or criminal proceedings with respect to the conduct
6 that is the subject of this Interim Consent Agreement. Respondent further does not
7 relinquish his rights to an administrative hearing, rehearing, review, reconsideration,
8 judicial review or any other administrative and/or judicial action, concerning the matters
9 related to a final disposition of this matter, unless he affirmatively does so as part of the
10 final resolution of this matter.

11 5. Respondent acknowledges and agrees that upon signing this Interim
12 Consent Agreement and returning it to the Board's Executive Director, Respondent may
13 not revoke his acceptance of this Interim Consent Agreement or make any modifications to
14 it. Any modification of this original document is ineffective and void unless mutually
15 approved by the parties in writing.

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17 6. Respondent understands that this Interim Consent Agreement shall not
18 become effective unless and until it is signed by the Board's Executive Director.

19 7. Respondent understands and agrees that if the Board's Executive Director
20 does not adopt this Interim Consent Agreement, he will not assert in any future
21 proceedings that the Board's consideration of this Interim Consent Agreement constitutes
22 bias, prejudice, prejudgment, or other similar defense.
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8. Respondent understands that this Interim Consent Agreement is a public record that may be publicly disseminated as a formal action of the Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

9. Respondent understands that this Interim Consent Agreement does not alleviate her responsibility to comply with the applicable license-renewal statutes and rules. If this Interim Consent Agreement remains in effect at the time Respondent's allopathic medical license comes up for renewal, she must renew her license if Respondent wishes to retain her license. If Respondent elects not to renew her license as prescribed by statute and rule, Respondent's license will not expire but rather, by operation of law (A.R.S. § 32-3202), become suspended until the Board takes final action in this matter. Once the Board takes final action, in order for Respondent to be licensed in the future, she must submit a new application for licensure and meet all of the requirements set forth in the statutes and rules at that time.

10. Respondent understands that any violation of this Interim Consent Agreement constitutes unprofessional conduct under A.R.S. § 32-1401(27)(r) ("[v]iolating a formal order, probation, consent agreement or stipulation issued or entered into by the board or its executive director under this chapter").



Min Ying Lim, M.D.

DATED: 12/3/2014

EXECUTED COPY of the foregoing e-mailed
this 4th day of December, 2014 to:

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Min Ying Lim, M.D.
Address of Record

Stephen W. Myers, Esq.
Address of Record

Greenberg & Sucher, PC
Address of Record

ORIGINAL of the foregoing filed
this 4th day of December, 2014 with:

Arizona Medical Board
9545 E. Doubletree Ranch Road
Scottsdale, AZ 85258

Mary Bobe
Arizona Medical Board Staff