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BEFORE THE ARIZONA MEDICAL BOARD

In the Matter of

RANDAL J. LEWIS, M.D.

Holder of License No. **50616**
For the Practice of Allopathic Medicine
In the State of Arizona.

Case No. MD-15-1212A

**INTERIM CONSENT AGREEMENT
FOR PRACTICE RESTRICTION**

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INTERIM CONSENT AGREEMENT

Randal J. Lewis, 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").

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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. 50616 for the practice of allopathic medicine in the State of Arizona.

3. The Board initiated case number MD-15-1212A after receiving a self-report on September 30, 2015 stating that Respondent's license to practice medicine in Utah was placed on probation on April 17, 2015 by the Utah Division of Occupational and Professional Licensing ("Utah Board").

4. Respondent was served with a subpoena to produce medical records by the Utah Board on December 1, 2014 in relation to a pending investigation by the Utah Board regarding suspected unprofessional conduct ("Utah Board Investigation"). Respondent applied for a license to practice medicine in Arizona on March 12, 2015. Respondent failed to disclose the pending investigation to the Board on his Arizona medical license application. The Utah Board Investigation was finalized on April 15, 2015 via Stipulation

1 and Order in Case No. DOPL 2015-224. Pursuant to the Stipulation and Order,
2 Respondent's Utah medical license was placed on stayed revocation probation for a
3 period of three years with terms and conditions including completion of comprehensive
4 evaluations at Pine Grove Behavioral Health and Addiction Services; completion of
5 prescribing, boundaries and documentation courses provided by the Physician
6 Assessment and Clinical Education ("PACE") Program as well as the PRIME course
7 provided by the University of Medicine and Dentistry in New Jersey; and practicing
8 medicine under supervision. According to the Stipulation and Order, Respondent admitted
9 that between December 2014 and March 2015, Respondent overprescribed opioid
10 medications to five patients, wrote prescriptions to family members, failed to create
11 medical records to document the need for the prescriptions issued to family members, and
12 prescribed the controlled substance Adderall to a female patient, with whom he had a
13 sexual relationship between September 2014 and March 2015.

14 5. The aforementioned information was presented to the investigative staff, the
15 medical consultant and the lead Board member. All reviewed the information and concur
16 that the interim consent agreement to restrict Respondent's practice is appropriate.

17 6. The investigation into this matter is pending and will be forwarded to the
18 Board promptly upon completion for review and action.

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20 **INTERIM CONCLUSIONS OF LAW**

21 1. The Board possesses jurisdiction over the subject matter hereof and over
22 Respondent.

23 2. Pursuant to A.R.S. § 32-1405(C)(25) the Executive Director has authority to
24 enter into a consent agreement when there is evidence of danger to the public health and
25 safety.

1 DATED this 14th day of October, 2015.

2 ARIZONA MEDICAL BOARD

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4 By Patricia E. McSorley
5 Patricia E. McSorley
6 Executive Director

7 **RECITALS**

8 Respondent understands and agrees that:

9 1. The Board, through its Executive Director, may adopt this Interim Consent
10 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25) and A.A.C. R4-16-
11 504.

12 2. Respondent has read and understands this Interim Consent Agreement as
13 set forth herein, and has had the opportunity to discuss this Interim Consent Agreement
14 with an attorney or has waived the opportunity to discuss this Interim Consent Agreement
15 with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and
16 by doing so agrees to abide by all of its terms and conditions.

17 3. By entering into this Interim Consent Agreement, Respondent freely and
18 voluntarily relinquishes all rights to an administrative hearing on the matters set forth
19 herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or
20 any other administrative and/or judicial action, concerning the matters related to the
21 Interim Consent Agreement.

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

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

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

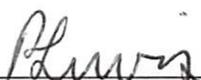
17 7. Respondent understands and agrees that if the Board's Executive Director
18 does not adopt this Interim Consent Agreement, he will not assert in any future
19 proceedings that the Board's consideration of this Interim Consent Agreement constitutes
20 bias, prejudice, prejudgment, or other similar defense.

21 8. Respondent understands that this Interim Consent Agreement is a public
22 record that may be publicly disseminated as a formal action of the Board, and that it shall
23 be reported as required by law to the National Practitioner Data Bank.
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1 9. Respondent understands that this Interim Consent Agreement does not
2 alleviate his responsibility to comply with the applicable license-renewal statutes and rules.
3 If this Interim Consent Agreement remains in effect at the time Respondent's allopathic
4 medical license comes up for renewal, he must renew his license if Respondent wishes to
5 retain his license. If Respondent elects not to renew his license as prescribed by statute
6 and rule, Respondent's license will not expire but rather, by operation of law (A.R.S. § 32-
7 3202), become suspended until the Board takes final action in this matter. Once the
8 Board takes final action, in order for Respondent to be licensed in the future, he must
9 submit a new application for licensure and meet all of the requirements set forth in the
10 statutes and rules at that time.

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

15 11. ***Respondent has read and understands the terms of this agreement.***

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19 RANDAL J. LEWIS, M.D.

DATED: 10-14-2015

20 EXECUTED COPY of the foregoing e-mailed
21 this 14th day of October, 2015 to:

22 Randal J. Lewis, M.D.
23 Address of Record

24 ORIGINAL of the foregoing filed
25 this 14th day of October, 2015 with:

Arizona Medical Board
9545 E. Doubletree Ranch Road

1 Scottsdale, AZ 85258

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2 *Mary Bobe*

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Arizona Medical Board Staff

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