BEFORE THE ARIZONA MEDICAL BOARD

In the Matter of **TYLER J. SUCHALA, M.D.** Holder of License No. **49271** For the Practice of Allopathic Medicine In the State of Arizona.	**Case No. MD-16-0138A** **INTERIM CONSENT AGREEMENT FOR PRACTICE RESTRICTION**

INTERIM CONSENT AGREEMENT

Tyler J. Suchala, 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. 49271 for the practice of allopathic medicine in the State of Arizona.

3. The Board initiated case number MD-16-0138A after receiving a confidential complaint regarding the professional conduct of Respondent. The complaint alleged that Respondent, an anesthesiologist, may have a substance abuse problem as his narcotics utilization pattern deviated from that of his peers.

4. On February 24, 2016, the Board received a complaint from a hospital system where Respondent held privileges reporting suspicion that Respondent had possibly been diverting narcotic medications for personal use.

5. Also on February 24, 2016, Respondent saubmitted a self-report stating that he had been abusing narctoics for the previous five (5) to six (6) months.

6. Respondent was ordered to undergo an assessment with the Board's Physician Health Program ("PHP") Contractor. Respondent elected to go to a Board-approved inpatient treatment program for an evaluation, and was subsequently admitted for long-term treatment.

7. Respondent was discharged from treatment with staff approval on May 3, 2016. On May 4, 2016, Respondent met with the PHP Contractor who opined that Respondent was safe to practice medicine as long has he enrolled in the PHP for a period of five (5) years with the additional requirements that he establish a relationship with a board-certified addiction medicine specialist and that he be required to take Naltrexone (or Vivitrol).

8. On June 23, 2016, Respondent entered into an Interim Consent Agreement for participation in the PHP pending completion of the case.

9. On August 22, 2016, the PHP Contractor sent a letter of non-compliance to the Board stating that Respondent tested positive for Demerol on August 10, 2016. Respondent also admitted to using the unapproved medication in violation of his Interim Consent Agreement for participation in the PHP.

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

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

INTERIM CONCLUSIONS OF LAW

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

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

3. Pursuant to A.A.C. R4-16-504, the Executive Director may enter into an interim consent agreement when there is evidence that a restriction is needed to mitigate imminent danger to the public's health and safety. Investigative staff, the Board's medical consultant and the lead Board member have reviewed the case and concur that an interim consent agreement is appropriate.

INTERIM ORDER

IT IS HEREBY ORDERED THAT:

1. Respondent is prohibited from engaging in the practice of medicine in the State of Arizona as set forth in A.R.S. § 32-1401(22) until he applies to the Executive Director and receives permission to do so as stated in paragraph 3 below. Respondent may not request release from or modification of this Interim Consent Agreement for Practice Restriction until he has completed long-term residential treatment and any additional recommendations by the PHP Contractor.

2. If monitoring is recommended after completion of treatment, Respondent shall immediately enroll and participate in the Board's PHP with the following terms and conditions:

a. Respondent shall not consume alcohol or any food or other substance containing poppy seeds or alcohol.

b. Respondent shall not take any illegal drugs or mood altering medications unless prescribed for a legitimate therapeutic purpose.

c. Respondent shall attend the PHP's Contractor's relapse prevention group therapy sessions one time per week for the duration of this Interim Consent

Agreement, unless excused by the relapse prevention group facilitator for good cause. Individual relapse therapy may be substituted for one or more of the group therapy sessions, if the PHP Contractor pre-approves substitution. The relapse prevention group facilitators or individual relapse prevention therapist shall submit monthly reports to the PHP Contractor regarding attendance and progress.

d. If requested by the PHP Contractor, Respondent shall attend ninety 12-step meetings or other self-help group meetings appropriate for substance abuse and approved by the PHP Contractor, for a period of ninety days. Upon completion of the ninety meetings in ninety days, Respondent shall participate in a 12-step recovery program or other self-help program appropriate for substance abuse as recommended by the PHP Contractor. Respondent shall attend a minimum of three 12-step or other self-help program meetings per week. Two meetings per month must be Caduceus meetings. Respondent must maintain a log of all self-help meetings.

e. Respondent shall promptly obtain a Primary Care Physician ("PCP") and shall submit the name of the physician to the PHP Contractor in writing for approval. Except in an Emergency, Respondent shall obtain medical care and treatment only from the PCP and from health care providers to whom the PCP refers Respondent. Respondent shall promptly provide a copy of this Interim Consent Agreement to the PCP. Respondent shall also inform all other health care providers who provide medical care or treatment that Respondent is participating in the PHP. "Emergency" means a serious accident or sudden illness that, if not treated immediately, may result in a long-term medical problem or loss of life.

f. All prescriptions for controlled substances shall be approved by the PHP Contractor prior to being filled except in an Emergency. Controlled substances prescribed and filled in an emergency shall be reported to the PHP within 48 hours. Respondent shall take no Medication unless the PCP or other health care provider to whom the PCP refers Respondent prescribes and the PHP Contractor approves the Medication. Respondent shall not self-prescribe any Medication. "Medication" means a prescription-only drug, controlled substance, and over-the counter preparation, other than plain aspirin, plain ibuprofen, and plain acetaminophen.

g. Respondent shall submit to random biological fluid, hair and/or nail testing (as specifically directed below) to ensure compliance with the PHP.

h. Respondent shall provide the PHP Contractor in writing with one telephone number that shall be used to contact Respondent on a 24 hour per day/seven day per week basis to submit to biological fluid, hair, and/or nail testing to ensure compliance with the PHP. For the purposes of this section, telephonic notice shall be deemed given at the time a message to appear is left at the contact telephone number provided by Respondent. Respondent authorizes any person or organization conducting tests on the collected samples to provide testing results to the PHP Contractor. Respondent shall comply with all requirements for biological fluid, hair, and/or nail collection. Respondent shall pay for all costs for the testing.

i. Respondent shall provide the PHP Contractor with written notice of any plans to travel out of state.

j. Respondent shall immediately notify the Board and the PHP Contractor in writing of any change in office or home addresses and telephone numbers.

k. Respondent provides full consent for the PHP Contractor to discuss the Respondent's case with the Respondent's PCP or any other health care providers to ensure compliance with the PHP.

l. The relationship between the Respondent and the PHP Contractor is a direct relationship. Respondent shall not use an attorney or other intermediary to communicate with the PHP Contractor on participation and compliance issues.

m. Respondent shall be responsible for all costs, including costs associated with participating in the PHP, at the time service is rendered or within 30 days of each invoice sent to the Respondent. An initial deposit of two (2) months PHP fees is due upon entering the program. Failure to pay either the initial PHP deposit or monthly fees 60 days after invoicing will be reported to the Board by the PHP Contractor and may result in disciplinary action up to and including revocation.

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

o. The PHP Contractor shall immediately notify the Board if Respondent is non-compliant with any aspect of PHP monitoring or is required to undergo any

additional treatment.

3. Once all of the terms and conditions of this Interim Consent Agreement have been met, Respondent may request, in writing, release and/or modification of this Interim Consent Agreement. The Executive Director, in consultation with and agreement of the Lead Board Member and the Chief Medical Consultant, has the discretion to determine whether it is appropriate to release Respondent from this Interim Consent Agreement.

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

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

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

7. This Interim Consent Agreement shall be effective on the date signed by the Board's Executive Director.

DATED this 24th day of August, 2016.

ARIZONA MEDICAL BOARD

By Patricia E. McSorley
Patricia E. McSorley
Executive Director

RECITALS

Respondent understands and agrees that:

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

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

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

4. Respondent understands that this Interim Consent Agreement does not constitute a dismissal or resolution of this matter or any matters that may be currently pending before the Board and does not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction regarding this or any other pending or future investigations, actions, or proceedings. Respondent also understands that acceptance of this Interim Consent Agreement does not preclude any other agency, subdivision, or officer of this State from instituting civil or criminal proceedings with respect to the conduct that is the subject of this Interim Consent Agreement. Respondent further does not relinquish his rights to an administrative hearing, rehearing, review, reconsideration, judicial review or any other administrative and/or judicial action, concerning the matters

related to a final disposition of this matter, unless he affirmatively does so as part of the final resolution of this matter.

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

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

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

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 his 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, he must renew his license if Respondent wishes to retain his license. If Respondent elects not to renew his 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, he 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").

11. ***Respondent understands and agrees to the terms of this Interim Consent Agreement.***

TYLER J. SUCHALA, M.D.

DATED: 8/23/16

EXECUTED COPY of the foregoing e-mailed
this 24th day of August, 2016 to:

Tyler J. Suchala, M.D.
Address of Record

ORIGINAL of the foregoing filed
this 24th day of August, 2016 with:

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

Michelle Kibler
Arizona Medical Board Staff