

1 **BEFORE THE ARIZONA MEDICAL BOARD**

2 In the Matter of

3 **ISSADA THONGTRANGAN, M.D.**

4 Holder of License No. 45920
5 For the Practice of Allopathic Medicine
6 In the State of Arizona.

Case No. MD-15-0073A

**INTERIM CONSENT AGREEMENT
FOR PRACTICE RESTRICTION**

7 **INTERIM CONSENT AGREEMENT**

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

11 **INTERIM FINDINGS OF FACT**

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

14 2. Respondent is the holder of License No. 45920 for the practice of allopathic
15 medicine in the State of Arizona.

16 3. The Board initiated case number MD-15-0073A after receiving a self-report
17 from Respondent that he had inappropriately prescribed pain medication to two patients
18 without performing physical examinations or generating appropriate medical records. The
19 Board subsequently received a second report alleging that Respondent had been involved
20 in a sexual relationship with a patient. According to the complaint, Respondent provided a
21 patient with prescriptions for controlled substances in exchange for sexual favors from the
22 patient.

23 4. Respondent attended a psychosexual evaluation at Pine Grove Behavioral
24 Health ("Pine Grove") from July 29-31, 2015, and subsequently entered inpatient treatment
25 with the same facility from September 14, 2015 through November 23, 2015. At the

1 completion of his treatment, Pine Grove determined that Respondent was safe to practice,
2 provided that he comply with treatment and practice recommendations, including the use
3 of a chaperone during patient appointments.

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

7 6. The investigation into this matter is pending and will be provided to the Board
8 promptly upon completion for review and action.

9 **INTERIM CONCLUSIONS OF LAW**

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

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

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

20 **INTERIM ORDER**

21 IT IS HEREBY ORDERED THAT:

22 1. Respondent shall not practice medicine in the State of Arizona until he has
23 implemented the practice recommendations from Pine Grove as issued in its final report.
24 Respondent may not request release from or modification of this Interim Consent
25 Agreement for Practice Restriction until he has completed any and all treatment

1 recommendations as identified by Pine Grove and he has been found safe to practice
2 without additional treatment or by a Board approved evaluator. Respondent shall
3 implement the following treatment and practice recommendations:

4 a. **Chaperone:** Respondent shall submit the name of a female
5 chaperone to the Board for approval. Respondent's chaperone must be an
6 Arizona licensed healthcare provider employed by the Respondent, hospital
7 or clinic and may not be a representative or relative who accompanied by the
8 patient. Respondent shall have a chaperone present for all appointments
9 with female patients.

10 b. **Acceptable Hours and Scope of Work:** Respondent shall work no
11 more than 55 hours per week, and shall be on an on-call rotation with other
12 physicians. Respondent shall not use his personal cell phone to make
13 patient calls. Respondent shall not provide treatment or prescribe
14 medication for family members, friends, or staff. Respondent shall not utilize
15 his wife to assist in surgery.

16 c. **Re-evaluation:** Respondent shall return to Pine Grove within six
17 months from his date of discharge for a five-day re-evaluation, as
18 recommended in Pine Grove's final report. Respondent shall implement any
19 additional practice or treatment recommendations made by Pine Grove
20 during or after the re-evaluation.

21 d. **Continued Care Recommendations:** Respondent shall continue
22 treatment with his individual and couples therapists as recommended in the
23 Pine Grove final report. Respondent shall comply with any and all treatment
24 recommendations, including taking any and all medications. Respondent
25 shall provide his individual and couples therapists with a copy of this and any

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subsequent Board Orders. Respondent shall instruct his individual therapist to submit reports to the Board regarding his diagnosis, prognosis, current medications, recommendation for continuing care and treatment, and his ability to safely practice medicine. The reports shall be submitted quarterly, the commencement of which shall be determined by Board staff. Respondent shall pay the expenses of treatment and be responsible for paying for the preparation of the quarterly reports. Respondent's individual and couples' therapists shall report to the Board immediately if there are any concerns regarding Respondent's safety to practice. Respondent shall attend three meetings a week of Sex Addiction Anonymous ("SAA"). Respondent shall promptly obtain an SAA sponsor and submit the name of the sponsor to the Board in writing for approval. Respondent shall maintain an attendance log of all SAA meetings attended and provide it to the Board upon request.

e. **Costs:** Respondent shall be responsible for all costs associated with the implementation of the practice and treatment recommendations made by Pine Grove.

f. **Notification:** Respondent shall immediately provide a copy of this Order to all employers, hospitals and free standing surgery centers where Respondent currently has or in the future gains employment or privileges. Within 30 days of the effective date of this Order, Respondent shall provide the Board with a signed statement of compliance with this notification requirement.

g. **Obey All Laws:** Respondent shall obey all federal, state and local laws, and all rules governing the practice of medicine in the State of Arizona.

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h. Interviews: Respondent shall appear in person before the Board and/or its staff for interviews, upon request with reasonable notice.

2. 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.

3. 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.

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

DATED this 3rd day of February, 2016.

ARIZONA MEDICAL BOARD
By Patricia E. McSorley
Patricia E. McSorley
Executive Director

RECITALS

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2 Respondent understands and agrees that:

3 1. The Board, through its Executive Director, may adopt this Interim Consent
4 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25) and A.A.C. R4-16-
5 504.

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

11 3. By entering into this Interim Consent Agreement, Respondent freely and
12 voluntarily relinquishes all rights to an administrative hearing on the matters set forth
13 herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or
14 any other administrative and/or judicial action, concerning the matters related to the
15 Interim Consent Agreement.
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17 4. Respondent understands that this Interim Consent Agreement does not
18 constitute a dismissal or resolution of this matter or any matters that may be currently
19 pending before the Board and does not constitute any waiver, express or implied, of the
20 Board's statutory authority or jurisdiction regarding this or any other pending or future
21 investigations, actions, or proceedings. Respondent also understands that acceptance of
22 this Interim Consent Agreement does not preclude any other agency, subdivision, or
23 officer of this State from instituting civil or criminal proceedings with respect to the conduct
24 that is the subject of this Interim Consent Agreement. Respondent further does not
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1 relinquish his rights to an administrative hearing, rehearing, review, reconsideration,
2 judicial review or any other administrative and/or judicial action, concerning the matters
3 related to a final disposition of this matter, unless he affirmatively does so as part of the
4 final resolution of this matter.

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

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

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

16 8. Respondent understands that this Interim Consent Agreement is a public
17 record that may be publicly disseminated as a formal action of the Board, and that it shall
18 be reported as required by law to the National Practitioner Data Bank.

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

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

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11 Issada TL

DATED: 2-1-2016

12 ISSADA THONGTRANGAN, M.D.

13 EXECUTED COPY of the foregoing e-mailed
14 this 3rd day of February, 2016 to:

15 Robert J. Milligan
16 Milligan Lawless, PC
17 505 N 40th Street
18 Suite 200
19 Phoenix, AZ 85015
20 Attorney for Respondent

21 ORIGINAL of the foregoing filed
22 this 3rd day of February, 2016 with:

23 Arizona Medical Board
24 9545 E. Doubletree Ranch Road
25 Scottsdale, AZ 85258

Mary Baker
Board Staff