

BEFORE THE ARIZONA MEDICAL BOARD

1 In the Matter of

2 **Lanny Ian Hecker, M.D.**

3 Holder of License No. **22467**
4 For the Practice of Allopathic Medicine

5 In the State of Arizona.

Case No. MD-14-0853A

**INTERIM CONSENT AGREEMENT
FOR PRACTICE LIMITATION AND
ASSESSMENT**

(Non-Disciplinary)

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7 **INTERIM CONSENT AGREEMENT**

8 Lanny Ian Hecker, M.D. ("Respondent") elects to permanently waive any right to a
9 hearing and appeal with respect to this Interim Consent Agreement for Practice Limitation
10 and Assessment; admits the jurisdiction of the Arizona Medical Board ("Board"); and
11 consents to the entry of this Order by the Board.

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13 **RECITALS**

14 Respondent understands and agrees that:

15 1. The Board, through its Executive Director, may adopt this Interim Consent
16 Agreement, or any part thereof, pursuant to A.R.S. §§ 32-1405(C)(25) and 32-1451(F) and
17 A.A.C. R4-16-509.

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

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

4 4. Respondent understands that this Interim Consent Agreement does not
5 constitute a dismissal or resolution of this matter or any matters that may be currently
6 pending before the Board and does not constitute any waiver, express or implied, of the
7 Board's statutory authority or jurisdiction regarding any other pending or future
8 investigations, actions, or proceedings. Respondent also understands that acceptance of
9 this Interim Consent Agreement does not preclude any other agency, subdivision, or
10 officer of this State from instituting civil or criminal proceedings with respect to the conduct
11 that is the subject of this Interim Consent Agreement. Respondent further does not
12 relinquish his rights to an administrative hearing, rehearing, review, reconsideration,
13 judicial review or any other administrative and/or judicial action, concerning the matters
14 related to a final disposition of this matter, unless he affirmatively does so as part of the
15 final resolution of this matter.
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17 5. Respondent acknowledges and agrees that upon signing this Interim
18 Consent Agreement and returning it to the Board's Executive Director, Respondent may
19 not revoke his acceptance of this Interim Consent Agreement or make any modifications to
20 it. Any modification of this original document is ineffective and void unless mutually
21 approved by the parties in writing.

22 6. Respondent understands that this Interim Consent Agreement shall not
23 become effective unless and until it is signed by the Board's Executive Director.
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1 7. Respondent understands and agrees that if the Board's Executive Director
2 does not adopt this Interim Consent Agreement, he will not assert in any future
3 proceedings that the Board's consideration of this Interim Consent Agreement constitutes
4 bias, prejudice, prejudgment, or other similar defense.

5 8. Respondent understands that this Interim Consent Agreement is a public
6 record that may be publicly disseminated as a formal action of the Board.

7 9. Respondent understands that this Interim Consent Agreement does not
8 alleviate his responsibility to comply with the applicable license-renewal statutes and rules.
9 If this Interim Consent Agreement remains in effect at the time Respondent's allopathic
10 medical license comes up for renewal, he must renew his license if Respondent wishes to
11 retain his license. If Respondent elects not to renew his license as prescribed by statute
12 and rule, Respondent's license will not expire but rather, by operation of law (A.R.S. § 32-
13 3202), become suspended until the Board takes final action in this matter. Once the
14 Board takes final action, in order for Respondent to be licensed in the future, he must
15 submit a new application for licensure and meet all of the requirements set forth in the
16 statutes and rules at that time.

17 10. Respondent understands that any violation of this Interim Consent
18 Agreement constitutes unprofessional conduct under A.R.S. §§ 32-1401(27)(r) ("[v]iolating
19 a formal order, probation, consent agreement or stipulation issued or entered into by the
20 board or its executive director under this chapter") and 32-1451.
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INTERIM FINDINGS OF FACT

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

3 2. Physician is the holder of License No. 22467 for the practice of allopathic
4 medicine in the State of Arizona.

5 3. On or about June 19, 2014, the Board received a complaint from
6 Respondent's employer that he may have a health condition that limits his ability to safely
7 practice medicine. Specifically, Respondent's employer reports that Respondent may have
8 a health condition that has the potential to place patients and the public at risk.

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

INTERIM CONCLUSIONS OF LAW

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

14 2. Pursuant to A.A.C. R4-16-509, the executive director has the authority to
15 enter into consent agreements to limit a physician's practice if there is evidence that he is
16 mentally unable to safely engage in the practice of medicine and the investigative staff, the
17 medical consultant and the lead Board member concur after a review of the case that a
18 consent agreement is appropriate.

19 3. In addition, pursuant to A.R.S. §§ 32-1405(C)(25) and 32-1451(F), the
20 executive director, on behalf of the Board, has the authority to enter into consent
21 agreements if there is evidence of danger to the public health and safety.

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 Board and receives its affirmative permission to do so. Respondent may not apply for relief from this Interim Consent Agreement until he has completed a current health assessment administered through the Board's private contractor, Greenberg and Sucher, P.C., ("PHP") and the Board is in receipt of the assessment report and recommendations. The assessment report must specifically address Respondent's ability to safely and competently practice medicine.

2. Respondent is responsible for all expenses relating to the assessment and any subsequent recommended evaluation and/or treatment. Respondent is also required to pay a minimum fee which is due and payable at the time of the assessment.

3. The PHP is a representative of the Board as such, failure to comply with any aspect of the assessment is considered an act of unprofessional conduct under the Medical Practice Act. A.R.S. § 32-1401(27)(dd). It is also an act of unprofessional conduct to violate or attempt to violate a Board Order. A.R.S. § 32-1401(27)(r).

4. The relationship between Respondent and the PHP is a direct relationship. Respondent shall not be accompanied by an attorney or other intermediary during the course of the assessment.

5. Once all of the requirements set forth in paragraph one have been met, Respondent may request, in writing, release and/or modification from this Interim Consent Agreement. The Board has the sole discretion to determine whether it is appropriate to release Respondent from this Interim Consent Agreement and enter a final disposition in

1 this matter or take any other action that is consistent with its statutory and regulatory
2 authority.

3 6. This Interim Consent Agreement is not a final decision by the Board
4 regarding the pending investigative file and as such is subject to further consideration by
5 the Board. In addition, the Board retains jurisdiction and may initiate a separate
6 disciplinary action based on the facts and circumstances that form the basis for this
7 practice limitation or any violation of this Interim Consent Agreement.

8 DATED this 14th day of July, 2014.

9 ARIZONA MEDICAL BOARD

10 By C. Lloyd Vest, II

11 C. Lloyd Vest, II
12 Executive Director

13 **CONSENT TO ENTRY OF ORDER**

14 1. Respondent has read and understands this Interim Consent Agreement for
15 Practice Limitation. Respondent acknowledges he has the right to consult with legal
16 counsel regarding this matter.

17 2. Respondent acknowledges and agrees that this Interim Consent Agreement
18 is entered into freely and voluntarily and that no promise was made or coercion used to
19 induce such entry.

20 3. By consenting to this Interim Consent Agreement, Respondent voluntarily
21 relinquishes any rights to a hearing or judicial review in state or federal court on the
22 matters alleged, or to challenge this Interim Consent Agreement in its entirety as issued,
23 and waives any other cause of action related thereto or arising from said Interim Consent
24 Agreement.

1 4. The Interim Consent Agreement is not effective until approved and signed by
2 the Executive Director.

3 5. All admissions made by Respondent are solely for final disposition of this
4 matter and any subsequent related administrative proceedings or civil litigation involving
5 the Board and Respondent. Therefore, said admissions by Respondent are not intended
6 or made for any other use, such as in the context of another state or federal government
7 regulatory agency proceeding, civil or criminal court proceeding, in the State of Arizona or
8 any other state or federal court.

9 6. Upon signing this Interim Consent Agreement, and returning this document
10 (or a copy thereof) to the Board's Executive Director, Respondent may not revoke the
11 consent to the entry of the Interim Consent Agreement. Respondent may not make any
12 modifications to the document. Any modifications to this original document are ineffective
13 and void unless mutually approved by the parties.

14 7. This Interim Consent Agreement is a public record that will be publicly
15 disseminated as a formal **non-disciplinary** action of the Board.

16 8. If any part of the Interim Consent Agreement is later declared void or
17 otherwise unenforceable, the remainder of the Interim Consent Agreement in its entirety
18 shall remain in force and effect.

19 9. Any violation of this Interim Consent Agreement constitutes unprofessional
20 conduct and may result in disciplinary action. A.R.S. § § 32-1401(27)(r) ("[v]iolating a
21 formal order, probation, consent agreement or stipulation issued or entered into by the
22 board or its executive director under this chapter") and 32-1451.

23 
24 Lanny Ian Hecker, M.D., Ph.D.

DATED: July 8, 2014

1 EXECUTED COPY of the foregoing e-mailed
this 14th day of July, 2014 to:

2 Lanny Ian Hecker, M.D.
3 Address of Record

4 Greenberg and Sucher, P.C.
5 Address of Record

6 ORIGINAL of the foregoing filed
this 14th day of July, 2014 with:

7 Arizona Medical Board
8 9545 E. Doubletree Ranch Road
9 Scottsdale, AZ 85258

10 Mary Bolter
Arizona Medical Board Staff

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