

BEFORE THE ARIZONA MEDICAL BOARD

In the Matter of

Case No. MD-08-0885A

Rodney J. Lee, M.D.

**INTERIM CONSENT AGREEMENT
FOR PRACTICE RESTRICTION**

Holder of License No. 40201
For the Practice of Allopathic Medicine
In the State of Arizona.

INTERIM CONSENT AGREEMENT

By mutual agreement and understanding, between the Arizona Medical Board ("Board") and Rodney J. Lee, M.D. ("Respondent") the parties agree to the following disposition of this matter.

1. Respondent has read and understands this Interim Consent Agreement and the stipulated Findings of Fact, Conclusions of Law and Order ("Interim Consent Agreement"). Respondent acknowledges that he understands he has the right to consult with legal counsel regarding this matter.

2. By entering into this Interim Consent Agreement, Respondent voluntarily relinquishes any rights to a hearing or judicial review in state or federal court on the matters alleged, or to challenge this Interim Consent Agreement in its entirety as issued by the Board, and waives any other cause of action related thereto or arising from said Interim Consent Agreement.

3. This Interim Consent Agreement will not become effective until signed by the Executive Director.

4. All admissions made by Respondent are solely for interim disposition of this matter and any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore, said admissions by Respondent are not intended or made for any other use, such as in the context of another state or federal government

1 regulatory agency proceeding, civil or criminal court proceeding, in the State of Arizona or
2 any other state or federal court.

3 5. Respondent may not make any modifications to the document. Upon
4 signing this agreement, and returning this document (or a copy thereof) to the Executive
5 Director, Respondent may not revoke acceptance of the Interim Consent Agreement.
6 Any modifications to this Interim Consent Agreement are ineffective and void unless
7 mutually approved by the parties.

8 6. This Interim Consent Agreement, once approved and signed, is a public
9 record that will be publicly disseminated as a formal action of the Board and will be
10 reported to the National Practitioner Databank and on the Board's website.

11 7. If any part of the Interim Consent Agreement is later declared void or
12 otherwise unenforceable, the remainder of the Interim Consent Agreement in its entirety
13 shall remain in force and effect.

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16 RODNEY J. LEE, M.D.

17 Dated: 7/25/08

FINDINGS OF FACT

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

4 2. Respondent is the holder of License No. 40201 for the practice of allopathic
5 medicine in the State of Arizona.

6 3. The Board initiated case number MD-08-0885A after receiving information
7 that on July 18, 2008, the North Dakota medical board had issued an Ex Parte Order of
8 Temporary Suspension of Respondent's license pending a hearing.

9 4. The North Dakota complaint alleges that Respondent practices medicine in
10 North Dakota and Minnesota, primarily in the area of pain management.

11 5. The Complaint alleges that Respondent has pre-signed prescriptions for his
12 staff of physician assistants to prescribe controlled substances, specifically Schedule II
13 drugs, to patients in his absence.

14 6. The Complaint further alleges that Respondent stored various controlled
15 substances, including Schedule II narcotics, in an unlocked drawer in his office. These
16 medications came from patients who had returned them to his office. Respondent did not
17 maintain inventories of these medications and on June 26, 2008, had requested a
18 physician assistant to destroy these medications by placing them in a dumpster outside his
19 North Dakota office.

20 7. The Complaint alleges that he failed to note, and failed to have his staff note,
21 in the medical records, the medical basis for prescribing controlled substances to patients.

22 8. Finally the Complaint alleges that he billed the North Dakota Medicaid
23 program under his provider number for services that were provided by physician assistants
24 and nurse practitioners in his employ to receive reimbursement at a higher rate.
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1 ORIGINAL of the foregoing filed this
2 ~~31~~ day of July, 2008 with:

3 The Arizona Medical Board
4 9545 East Doubletree Ranch Road
5 Scottsdale, AZ 85258

6 EXECUTED COPY of the foregoing
7 mailed this ~~31~~ day of July,
8 2008 to:

9 Rodney J. Lee, M.D.
10 Address of Record
11 *R Lee M.D. 7/25/8*
12 *[Signature]*

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