

1 BEFORE THE ARIZONA MEDICAL BOARD

2 In the Matter of

3 **SUZANNE E. MUNNS, M.D.**

4 Holder of License No. 20007
5 For the Practice of Allopathic Medicine
6 In the State of Arizona.

Case No. MD-05-0063A

**CONSENT AGREEMENT FOR
LETTER OF REPRIMAND AND
PROBATION**

7 **CONSENT AGREEMENT**

8 By mutual agreement and understanding, between the Arizona Medical Board
9 ("Board") and Suzanne E. Munns, M.D. ("Respondent"), the parties agreed to the following
10 disposition of this matter.

11 1. Respondent has read and understands this Consent Agreement and the
12 stipulated Findings of Fact, Conclusions of Law and Order ("Consent Agreement").
13 Respondent acknowledges that she has the right to consult with legal counsel regarding
14 this matter and has done so or chooses not to do so.

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

20 3. This Consent Agreement is not effective until approved by the Board and
21 signed by its Executive Director.

22 4. All admissions made by Respondent are solely for final disposition of this
23 matter and any subsequent related administrative proceedings or civil litigation involving
24 the Board and Respondent. Therefore, said admissions by Respondent are not intended
25 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.

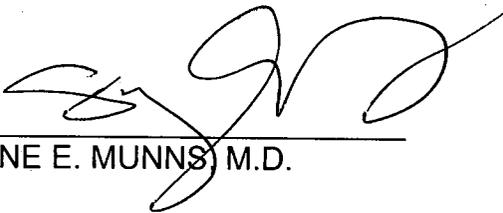
3 5. Upon signing this agreement, and returning this document (or a copy
4 thereof) to the Board's Executive Director, Respondent may not revoke the acceptance of
5 the Consent Agreement. Respondent may not make any modifications to the document.
6 Any modifications to this original document are ineffective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

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

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

14 8. Any violation of this Consent Agreement constitutes unprofessional conduct
15 pursuant to A.R.S. §32-1401(27)(r) – (“[v]iolating a formal order, probation, consent
16 agreement or stipulation issued or entered into by the board or its executive director under
17 this chapter.”) and may result in disciplinary action pursuant to A.R.S. §32-1451.

18 9. ***Respondent has read and understands the condition(s) of probation.***

19
20 

21 SUZANNE E. MUNNS, M.D.

22 DATED: 6/4/08/06

FINDINGS OF FACT

1
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 number 20007 for the practice of
5 allopathic medicine in the State of Arizona.

6 3. The Board initiated case number MD-05-0063A after receiving a complaint
7 regarding Respondent's chemical dependency relapse while under a Board Order.

8 4. On April 3, 2003 Respondent was placed on probation for five years and her
9 practice restricted. Respondent was prohibited from practicing clinical medicine involving
10 direct patient care, and was required to submit quarterly declarations to Board staff and
11 participate in the Board's Monitored Aftercare Program ("MAP").

12 5. On March 24, 2004 the Iowa Board of Medical Examiners ("Iowa Board")
13 notified the Board that on January 22, 2004 Respondent tested positive for Propoxyphene
14 (Darvocet) in violation of her 2001 Iowa Board Settlement Agreement. The Iowa Board
15 reported this was not Respondent's first positive test. The Iowa Board indefinitely
16 suspended Respondent's license.

17 6. Respondent did not notify Board Staff of her relapse in Iowa.

18 7. In March 2005 Respondent underwent a re-evaluation for chemical
19 dependency at a Board approved treatment center. Respondent was diagnosed with
20 opioid dependence in sustained full remission.

21 8. On April 20, 2005 the Iowa Board reinstated Respondent's license. Under
22 the terms of the Iowa Board Reinstatement Order Respondent received a Citation and
23 Warning and was required to pay a \$10,000 civil penalty prior to practicing in Iowa.
24 Additionally, the Iowa Board placed Respondent's license on indefinite probation subject to
25 numerous substance abuse monitoring requirements.

1 **CONCLUSIONS OF LAW**

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

4 2. The conduct and circumstances described above constitute unprofessional
5 conduct pursuant to A.R.S. § 32-1401(27)(f) - ("[h]abitual intemperance in the use of
6 alcohol or habitual substance abuse.").

7 3. The conduct and circumstances described above constitute unprofessional
8 conduct pursuant to A.R.S. § 32-1401(27)(r) - ("[v]iolating a formal order, probation,
9 consent agreement or stipulation issued or entered into by the Board or its Executive
10 Director under the provisions of this chapter.").

11 **ORDER**

12 IT IS HEREBY ORDERED THAT:

13 1. Respondent is issued a Letter of Reprimand for violating a Board Order.

14 2. Respondent is placed on Probation for five years with the following terms
15 and conditions:

16 a. Respondent shall not practice clinical medicine outside of an approved
17 residency program under the conditions and supervision of the residency program.
18 Respondent may apply to the Board and receive the Board's approval to return to the
19 practice of medicine outside of an approved residency program during the probationary
20 period.

21 b. Respondent shall submit quarterly declarations under penalty of perjury on
22 forms provided by the Board, stating whether there has been compliance with all
23 conditions of probation. The declarations shall be submitted on or before the 15th of
24 March, June, September and December of each year, beginning on or before September
25 15, 2006.

1 **c. 1. Participation.** Physician shall promptly enroll in and participate in the
2 Board's Monitored Aftercare Program ("MAP"). As part of participation in MAP, Physician
3 shall cooperate with Board Staff and contracting MAP supervisors. Physician's
4 participation in MAP may be unilaterally terminated at the discretion of the Executive
5 Director at any time after issuance of this Agreement, with or without cause for
6 termination.

7 **2.** This Agreement is subject to modification by mutual consent unless
8 otherwise specified herein. If the parties do not mutually agree to future amendments to
9 this Agreement or, alternatively, if the Executive Director concludes that it is appropriate,
10 this matter may be referred for further proceedings or investigation to the extent authorized
11 by statute or other applicable law to consider all relevant issues of Physician's professional
12 conduct and ability to safely and ethically engage in the practice of medicine.

13 **3.** This Agreement will expire at the end of five (5) years unless the Executive
14 Director orders its earlier termination or extends its time period; or alternatively, this
15 Agreement may be terminated pursuant to proceedings conducted under A.R.S. § 32-
16 1451.

17 **4. Relapse Prevention Group.** Physician shall attend MAP's relapse
18 prevention group sessions one time per week for the duration of this Agreement, unless
19 excused by the MAP relapse prevention group facilitator for good cause such as illness or
20 vacation. Physician shall instruct the MAP relapse prevention group facilitator to release
21 to Board Staff, upon request, all records relating to Physician's treatment, and to submit
22 monthly reports to Board Staff regarding attendance and progress. The reports shall be
23 submitted on or before the 10th day of each month.

24 **5. 12 Step or Self-Help Group Meetings.** Physician shall attend ninety 12-
25 step meetings or other self-help group meetings appropriate for substance abuse and

1 approved by Board Staff, for a period of ninety days beginning not later than either (a) the
2 first day following Physician's discharge from chemical dependency treatment or (b) the
3 date of this Agreement.

4 6. Following completion of the ninety meetings in ninety days, Physician shall
5 participate in a 12-step recovery program or other self-help program appropriate for
6 substance abuse as recommended by the MAP Director and approved by Board Staff.
7 Physician shall attend a minimum of three 12-step or other self-help program meetings per
8 week.

9 7. **Board-Staff Approved Primary Care Physician.** Physician shall promptly
10 obtain a primary care physician and shall submit the name of the physician in writing to
11 Board Staff for approval. The Board Staff approved primary care physician ("PCP") shall
12 be in charge of providing and coordinating Physician's medical care and treatment.
13 Except in an *Emergency*, Physician shall obtain medical care and treatment only from the
14 PCP and from health care providers to whom Physician is referred by the PCP. Physician
15 shall request that the PCP document all referrals in the medical record. Physician shall
16 promptly inform the PCP of Physician's rehabilitation efforts and provide a copy of this
17 Agreement to the PCP. Physician shall also inform all other health care providers who
18 provide medical care or treatment that Physician is participating in MAP.

19 a. "*Emergency*" means a serious accident or sudden illness that, if not treated
20 immediately, may result in a long-term medical problem or loss of life.

21 8. **Medication.** Except in an *Emergency*, Physician shall take no *Medication*
22 unless the PCP or other health care provider to whom the PCP refers Physician prescribes
23 the *Medication*. Physician shall not self-prescribe any *Medication*.

24 a. "*Medication*" means a prescription-only drug, controlled substance, and over-
25 the counter preparation, other than plain aspirin, plain ibuprofen, and plain

1 acetaminophen.

2 **9.** If a controlled substance is prescribed, dispensed, or is administered to
3 Physician by any person other than the PCP, Physician shall notify the PCP in writing
4 within 48 hours and notify the MAP Director immediately. The notification shall contain all
5 information required for the medication log entry specified in paragraph 10. Physician
6 shall request that the notification be made a part of the medical record. This paragraph
7 does not authorize Physician to take any *Medication* other than in accordance with
8 paragraph 8.

9 **10. Medication Log.** Physician shall maintain a current legible log of all
10 *Medication* taken by or administered to Physician, and shall make the log available to
11 Board Staff upon request. For *Medication* (other than controlled substances) taken on an
12 on-going basis, Physician may comply with this paragraph by logging the first and last
13 administration of the *Medication* and all changes in dosage or frequency. The log, at a
14 minimum, shall include the following:

- 15 a. Name and dosage of Medication taken or administered;
- 16 b. Date taken or administered;
- 17 c. Name of prescribing or administering physician;
- 18 d. Reason Medication was prescribed or administered.

19 This paragraph does not authorize Physician to take any *Medication* other than in
20 accordance with paragraph 8.

21 **11. No Alcohol or Poppy Seeds.** Physician shall not consume alcohol or any
22 food or other substance containing poppy seeds or alcohol.

23 **12. Biological Fluid Collection.** During all times that Physician is physically
24 present in the State of Arizona and such other times as Board Staff may direct, Physician
25 shall promptly comply with requests from Board Staff or the MAP Director to submit to

1 witnessed biological fluid collection. If Physician is directed to contact an automated
2 telephone message system to determine when to provide a specimen, Physician shall do
3 so within the hours specified by Board Staff. For the purposes of this paragraph, in the
4 case of an in-person request, "promptly comply" means "immediately." In the case of a
5 telephonic request, "promptly comply" means that, except for good cause shown,
6 Physician shall appear and submit to specimen collection not later than two hours after
7 telephonic notice to appear is given. The Board in its sole discretion shall determine good
8 cause.

9 **13.** Physician shall provide Board Staff in writing with one telephone number that
10 shall be used to contact Physician on a 24 hour per day/seven day per week basis to
11 submit to biological fluid collection. For the purposes of this section, telephonic notice
12 shall be deemed given at the time a message to appear is left at the contact telephone
13 number provided by Physician. Physician authorizes any person or organization
14 conducting tests on the collected samples to provide testing results to the Board and the
15 MAP Director.

16 **14.** Physician shall cooperate with collection site personnel regarding biological
17 fluid collection. Repeated complaints from collection site personnel that Physician is not
18 cooperating regarding collection may be grounds for termination from MAP.

19 **15. Out of State Travel and/or Unavailability at Home or Office Telephone**
20 **Number.** Physician shall provide Board Staff at least three business days advance written
21 notice of any plans to be away from office or home when such absence would prohibit
22 Physician from responding to an order to provide a biological fluid specimen or from
23 responding to communications from the Board. The notice shall state the reason for the
24 intended absence from home or office, and shall provide a telephone number that may be
25 used to contact Physician.

1 **16. Payment for Services.** Physician shall pay for all costs, except contractor
2 costs, associated with participating in MAP at time service is rendered, if required, or
3 within 30 days of each invoice sent to Physician.

4 **17. Examination.** Physician shall submit to mental, physical, and medical
5 competency examinations at such times and under such conditions as directed by the
6 Executive Director to assist Board Staff in monitoring compliance with the terms of this
7 Agreement and Physician's ability to safely engage in the practice of medicine.

8 **18. Treatment.** Physician shall submit to all medical, substance abuse, and
9 mental health care and treatment ordered by the Executive Director.

10 **19. Obey All Laws.** Physician shall obey all federal, state and local laws, and
11 all rules governing the practice of medicine in the State of Arizona.

12 **20. Interviews.** Physician shall appear in person before the Board and its Staff
13 and MAP committees for interviews upon request, upon reasonable notice.

14 **21. Address and Phone Changes, Notice.** Physician shall immediately notify
15 the Board in writing of any change in office or home addresses and telephone numbers.

16 **22. Relapse, Violation.** In the event of chemical dependency relapse by
17 Respondent or Respondent's use of drugs or alcohol in violation of the Order,
18 Respondent's license shall be **REVOKED**. Respondent agrees to waive formal hearing on
19 the revocation. In the alternative, Respondent may **SURRENDER HER LICENSE** if she
20 agrees in writing to being impaired by alcohol or drug abuse. A.R.S. § 32-1452(G).

21 **23. Inactivation of License:** During the term of this Agreement, Physician may
22 not request that Physician's license be inactivated.

23 **24. Notice Requirements.**
24 (a) Physician shall immediately provide a copy of this Agreement to all
25 employers and hospitals and free standing surgery centers where Physician currently has

1 privileges. Within 30 days of the date of the Agreement, Physician shall provide the Board
2 with a signed statement that Physician has complied with this notification requirement.
3 Upon any change in employer or upon the granting of privileges at additional hospitals or
4 free standing surgery centers, Physician shall provide the employer, hospital or free
5 standing surgery center with a copy of this Agreement. Within 30 days of a change in
6 employer or upon the granting of privileges at additional hospitals or free standing surgery
7 centers, Physician shall provide the Board with a signed statement that Physician has
8 complied with this notification requirement.

9 (b) Physician is further required to notify, in writing, all employers, hospitals
10 and free standing surgery centers where Physician currently has, or in the future gains
11 employment or privileges, of a chemical dependency relapse, use of drugs or alcohol in
12 violation of this Agreement and/or entry into a treatment program. Physician shall provide
13 the Board with written confirmation that Physician has complied with this notification
14 requirement within 7 days of any of these events.

15 **25. Non-Disciplinary, Public Record.** This Agreement is not a disciplinary
16 action. This document is a public record, however, pursuant to the discretion vested in the
17 Board, this Agreement will not be released to the public. *Carlson v. Pima County*, 141
18 Ariz. 487, 491, 687 P.2d 1242, 1246 (1984).

19 **26. Out-of State.** In the event Physician resides or practices as a physician in a
20 state other than Arizona, Physician shall participate in the rehabilitation program
21 sponsored by that state's medical licensing authority or medical society. Physician shall
22 cause the monitoring state's program to provide written reports to the Board regarding
23 Physician's attendance, participation, and monitoring. The reports shall be due quarterly
24 on or before the 15th day of March, June, September, and December of each year, until
25 the Board terminates this requirement in writing. The monitoring state's program and

1 Physician shall immediately notify the Board if Physician: a) is non-compliant with any
2 aspect of the monitoring requirements; b) relapses; c) tests positive for controlled
3 substances; d) has low specific gravity urine drug test(s), missed and/or late urine drug
4 tests, or otherwise rejected urine drug tests; and e) is required to undergo any additional
5 treatment.

6 27. This Agreement is a voluntary monitoring agreement to rehabilitate Physician
7 and ensure Physician's ability to safely practice medicine. It also supersedes all previous
8 agreements and amendments thereto between the Board and/or the Executive Director
9 and Physician.

10 3. This Order is the final disposition of case number MD-05-0063A.

11 DATED AND EFFECTIVE this 9th day of June, 2006.

12
13 (SEAL)



ARIZONA MEDICAL BOARD

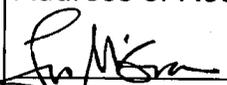
14 By 
15 TIMOTHY C. MILLER, J.D.
16 Executive Director

17 ORIGINAL of the foregoing filed this
18 9th day of June, 2006 with:

19 Arizona Medical Board
20 9545 E. Doubletree Ranch Road
21 Scottsdale, AZ 85258

22 EXECUTED COPY of the foregoing mailed this
23 9th day of June, 2006, to:

24 Suzanne E. Munns, M.D.
25 Address of Record


Investigational Review