

1 **BEFORE THE ARIZONA MEDICAL BOARD**

2 In the Matter of

3 **CHARLES B. EVANS, M.D.**

4 Holder of License No. 37616
5 For the Practice of Allopathic Medicine
6 In the State of Arizona.

Case No. MD-21-0510A, MD-21-0825A

**INTERIM CONSENT AGREEMENT
FOR PRACTICE RESTRICTION**

7 **INTERIM CONSENT AGREEMENT**

8 Charles B. Evans, M.D. ("Respondent") elects to permanently waive any right to a
9 hearing and appeal with respect to this Interim Consent Agreement for Practice Restriction
10 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. 37616 for the practice of allopathic
15 medicine in the State of Arizona. Respondent's license is subject to Order for Letter of
16 Reprimand and Probation; and Consent to the Same in cases MD-18-0779A and MD-18-
17 1053A ("Original Order"). The Original Order identified deviations from the standard of
18 care with regard to Respondent's controlled substance prescribing practices, and included
19 terms and conditions of probation including a requirement for Respondent to complete
20 intensive, in person continuing medical education ("CME") in controlled substance
21 prescribing and subsequently undergo periodic chart reviews by a Board-approved
22 monitoring company ("Monitor").

23 3. In each of the cases referenced herein, the Monitor found deficiencies in
24 Respondent's documentation and/or identified patients for whom Respondent failed to
25 meet generally accepted standards of practice.

1 anastrozole dose varied from 1-1.5mg weekly. CJ's testosterone level was variable with a
2 low of 423 and a high of 1152.

3 8. JI was a 43 year-old male who was an established patient of Respondent's
4 practice. JI had a PMH of chronic pain, morbid obesity, low back pain, obstructive sleep
5 apnea, and generalized anxiety. Respondent prescribed JI medications including
6 oxycodone 30mg 2 tablets every four hours, methadone 20mg every eight hours, Arimidex
7 0.5mg weekly, Xanax 2mg twice daily, and IM testosterone. JI's opioid medications were
8 prescribed at a daily morphine milligram equivalent ("MME") of 720.

9 9. ST was 43 year-old female that initiated care with Respondent in February
10 2018. ST had a PMH of fibromyalgia, chronic pain syndrome, asthma, and Sicca
11 syndrome. Respondent prescribed ST medications including oxycodone 30mg twice daily,
12 morphine ER 60mg three times daily, Zofran 4mg every twelve hours as needed, and
13 Vistaril 25mg daily as needed.

14 10. The MC identified deviations from the standard of care with regard to all four
15 patients, including prescribing controlled substance medications to all four patients without
16 clinical justification (Suboxone to JK, Adderall to CJ and opioids to JI and ST), failure to
17 address aberrant UDS results for JK and CJ and prescribing oxycodone and Xanax
18 concurrently without clinical justification to JI. Additionally, the Second MC identified
19 deviations from the standard of care with regard to both JK and CJ including failure to
20 address a high blood pressure for JK and for CJ, failing to maintain proper therapeutic
21 levels of testosterone, prescribing Arimidex to a patient with no signs of estrogen excess
22 and by prescribing HCG without adequate clinical rationale.

23 11. There was potential for patient harm for all patients including the risk of
24 opioid induced respiratory depression for JK, JI and ST, Patient CJ was at risk of abuse or
25

1 diversion, Patient JK was at risk of a cardiac or vascular event and Patient CJ was at
2 increased risk for developing a prostate issue or polycythemia.

3 **MD-21-0825A**

4 12. In MD-21-0825A, an MC ("Third MC") reviewed Respondent's care and
5 treatment of EB.

6 13. EB was a 69 year-old male with a past medical history of head and neck
7 cancer in remission who established care with Respondent on August 4, 2020. EB was on
8 supraphysiologic doses of testosterone, DHEA, and thyroid replacement prescribed by
9 another provider. Respondent documented a directed review of systems to assess
10 hormonal deficiencies, reviewed EB's risk factors for hormone replacement and performed
11 labs to assess EB's hormone levels.

12 14. On August 11, 2020, EB presented to Respondent's office for follow-up.
13 Respondent discussed the out of range lab values and management recommendations
14 including reduction of the testosterone dose, initiation of Arimidex, counseling on high
15 cholesterol and bringing attention to an abnormal PSA.

16 15. On September 15, 2020, EB presented to Respondent's office for follow-up.
17 Respondent reaffirmed EB's testosterone level and PSA was elevated and questioned the
18 source of his testosterone treatment. Respondent documented the need for
19 discontinuation of replacement therapy and a recommendation for referral to Urology.

20 16. On January 7, 2021, EB presented to Respondent's office for follow-up. EB's
21 lab results remained elevated in regard to all hormone levels and PSA. The first digital
22 rectal exam was also documented. Respondent directed EB to stop testosterone
23 replacement therapy ("TRT") and seek consultation with a urologist.

24 17. In May of 2021, EB was diagnosed with biopsy proven adenocarcinoma of
25 the prostate.

1 **INTERIM ORDER**

2 IT IS HEREBY ORDERED THAT:

3 1. Respondent's practice of medicine in the State of Arizona is subject to the
4 following restrictions and stipulations:

5 a. Respondent shall promptly enroll in and complete no less than four hours
6 of Board staff pre-approved Category I Continuing Medical Education in
7 hormone replacement therapy. Upon completion of the CME,
8 Respondent shall provide Board staff with satisfactory proof of
9 attendance. The CME hours shall be in addition to the hours required for
10 the biennial renewal of medical licensure.

11 b. Respondent is prohibited from prescribing or dispensing opioid
12 medications, or providing Medication Assisted Therapy ("MAT") for the
13 treatment of opioid use disorder.

14 2. Respondent may request, in writing, release and/or modification of this
15 Interim Consent Agreement. Respondent's request must be accompanied by information
16 demonstrating that Respondent is safe to practice medicine. The Executive Director, in
17 consultation with and agreement of the lead Board member and the Chief Medical
18 Consultant, has the discretion to determine whether it is appropriate to release
19 Respondent from this Interim Consent Agreement.

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

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

1 review and appropriate action.

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

4 DATED this 21ST day of March, 2022.

5 ARIZONA MEDICAL BOARD

6 By Pat E. McSorley
7 Patricia E. McSorley
8 Executive Director

9 **RECITALS**

10 Respondent understands and agrees that:

11 1. The Board, through its Executive Director, may adopt this Interim Consent
12 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25) and A.A.C. R4-16-
13 504.

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

19 3. By entering into this Interim Consent Agreement, Respondent freely and
20 voluntarily relinquishes all rights to an administrative hearing on the matters set forth
21 herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or
22 any other administrative and/or judicial action, concerning the matters related to the
23 Interim Consent Agreement.
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25

1 4. Respondent understands that this Interim Consent Agreement does not
2 constitute a dismissal or resolution of this matter or any matters that may be currently
3 pending before the Board and does not constitute any waiver, express or implied, of the
4 Board's statutory authority or jurisdiction regarding this or any other pending or future
5 investigations, actions, or proceedings. Respondent also understands that acceptance of
6 this Interim Consent Agreement does not preclude any other agency, subdivision, or
7 officer of this State from instituting civil or criminal proceedings with respect to the conduct
8 that is the subject of this Interim Consent Agreement. Respondent further does not
9 relinquish Respondent's rights to an administrative hearing, rehearing, review,
10 reconsideration, judicial review or any other administrative and/or judicial action,
11 concerning the matters related to a final disposition of this matter, unless Respondent
12 affirmatively does so as part of the final resolution of this matter.
13

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

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

21 7. Respondent understands and agrees that if the Board's Executive Director
22 does not adopt this Interim Consent Agreement, Respondent will not assert in any future
23 proceedings that the Board's consideration of this Interim Consent Agreement constitutes
24 bias, prejudice, prejudgment, or other similar defense.
25

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

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

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

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20 _____
CHARLES B. EVANS, M.D.

DATED: March 18, 2022

1 EXECUTED COPY of the foregoing e-mailed
2 this 21st day of March, 2022 to:

3 J. Arthur Eaves, Esq.
4 Sanders & Parks, PC
5 3030 North 3rd Street, Suite 1300
6 Phoenix, Arizona 85012
7 Address of Record

8 ORIGINAL of the foregoing filed
9 this 21st day of March, 2022 with:

10 Arizona Medical Board
11 1740 West Adams, Suite 4000
12 Phoenix, Arizona 85007

13 

14 _____
15 Board staff