

1 **BEFORE THE ARIZONA MEDICAL BOARD**

2 In the Matter of

3 **CRYSTAL CUNNINGHAM, M.D.**

4 Holder of License No. 58299  
5 For the Practice of Allopathic Medicine  
6 In the State of Arizona.

**Case No. MD-23-0327A**

**AMENDED INTERIM CONSENT  
AGREEMENT FOR PRACTICE  
RESTRICTION**

7 **INTERIM CONSENT AGREEMENT**

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

12 **INTERIM FINDINGS OF FACT**

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

15 2. Respondent is the holder of License No. 58299 for the practice of allopathic  
16 medicine in the State of Arizona.

17 3. The Board initiated case number MD-23-0327A after receiving a complaint  
18 from a former employee of Respondent's practice alleging unprofessional practice by  
19 Respondent including treatment of patients while under the influence of controlled and  
20 illicit substances.

21 4. In her initial written response, Respondent stated that she acted as a  
22 Supervising Physician for PA NT, and provided a Delegation Agreement signed by PA NT  
23 on December 29, 2021. PA NT does not have an active Arizona Physician Assistant's  
24 license.  
25

1           5.     Based on the information obtained during the course of the investigation, on  
2 June 6, 2023 the Executive Director issued an Interim Order for Physician Health Program  
3 Assessment ("Assessment Order") requiring Respondent to present for an Assessment  
4 with a Board approved Assessor within 10 days of the date of the Assessment Order.

5           6.     Respondent informed Board staff that she would be on vacation out of state  
6 and requested a continuance of the deadlines in the Assessment Order to accommodate  
7 her plans.

8           7.     On June 8, 2023 The Executive Director issued an Interim Order for  
9 Biological Fluid, Nail and/or Hair Testing requiring Respondent to complete drug testing no  
10 later than June 9, 2023 at 5:00 p.m. ("BFT Order"). Respondent failed to complete the  
11 testing within the deadline set in the BFT Order.

12          8.     Board staff was able arrange for testing to be completed while Respondent  
13 was on vacation, and she did complete testing on June 13, 2023. Respondent tested  
14 positive for illicit substances.

15          9.     On June 23, 2023, Respondent underwent an Assessment with a Board-  
16 approved Assessor. Based on the Assessment findings and results, the Assessor opined  
17 that Respondent was not safe to practice medicine.

18          10.    Effective June 26, 2023, Respondent entered into an Interim Consent  
19 Agreement for Practice Restriction.

20          11.    In his final report, the Assessor opined that Respondent could return to  
21 practice, provided she comply with recommendations for monitoring and aftercare and test  
22 negative for non-prescribed or illicit substances. The Assessor noted that Respondent  
23 reported being aware that PA NT was unlicensed, and that Respondent allowed an  
24 unlicensed staff member to initiate an IV. The Assessor recommended that these  
25 violations be addressed upon Respondent's return to practice.



1 in a Board staff pre-approved group practice, and is prohibited from engaging in the solo  
2 practice of medicine. Prohibited solo practice includes, but is not limited to, a practice  
3 where 1) Respondent merely shares office space with another physician but is not  
4 affiliated for purposes of providing patient care, or 2) Respondent is the sole physician  
5 practitioner at that location. Respondent shall notify the Board within 10 days if she  
6 ceases practice in an approved group practice, and shall request Board staff pre-approval  
7 of any new group practice setting where she intends to practice medicine.

8         2. Within 5 days of the date of this agreement, Respondent shall provide the  
9 Board proof of enrollment with a PHP Contractor for participation in the Board's PHP for a  
10 period of five (5) years. Respondent shall comply with the following terms and conditions:

11         3. Respondent shall not consume alcohol or any food or other substance  
12 containing poppy seeds or alcohol.

13         4. Respondent shall not take any illegal drugs or mood altering medications  
14 unless prescribed for a legitimate therapeutic purpose.

15         5. Respondent shall attend the PHP's relapse prevention group therapy  
16 sessions one time per week for the duration of this Interim Consent Agreement, unless  
17 excused by the relapse prevention group facilitator for good cause. Individual relapse  
18 therapy may be substituted for one or more of the group therapy sessions, if PHP pre-  
19 approves substitution. The relapse prevention group facilitators or individual relapse  
20 prevention therapist shall submit monthly reports to the PHP regarding attendance and  
21 progress.

22         6. Respondent shall continue to participate in any personalized aftercare  
23 programs or activities as recommended by the Assessor in his Assessment Report.  
24 Respondent shall report on those activities as requested by the PHP, including executing  
25 any releases necessary to allow the PHP to monitor her participation and communicate

1 directly with and obtain records from the treating providers for those aftercare activities.  
2 Respondent shall be responsible for all costs of aftercare, including costs associated with  
3 compliance of this Interim Consent Agreement.

4 7. Respondent shall participate in a 12-step recovery program or other self-help  
5 program appropriate for substance abuse as recommended by the PHP. Respondent shall  
6 attend a minimum of three 12-step or other self-help program meetings per week. Two  
7 meetings per month must be Caduceus meetings. Respondent must maintain a log of all  
8 self-help meetings.

9 8. Respondent shall promptly obtain a Primary Care Physician ("PCP") and  
10 shall submit the name of the physician to the PHP in writing for approval. The approved  
11 PCP shall be in charge of providing and coordinating Respondent's medical care and  
12 treatment. Except in an *Emergency*, Respondent shall obtain medical care and treatment  
13 only from the PCP and from health care providers to whom the PCP refers Respondent.  
14 Respondent shall promptly provide a copy of this Interim Consent Agreement to the PCP.  
15 Respondent shall also inform all other health care providers who provide medical care or  
16 treatment that Respondent is participating in PHP. "Emergency" means a serious accident  
17 or sudden illness that, if not treated immediately, may result in a long-term medical  
18 problem or loss of life.

19 9. Respondent shall continue treatment with a PHP Contractor approved  
20 psychiatrist and psychotherapist as recommended by the Assessor in his Assessment  
21 Report and shall comply with any and all treatment recommendations, including taking any  
22 and all prescribed medications. Respondent shall instruct the treating professionals to  
23 submit quarterly written reports to the PHP regarding diagnosis, prognosis, current  
24 medications, recommendations for continuing care and treatment, and ability to safely  
25 practice medicine. The reports shall be submitted quarterly to the PHP, the

1 commencement of which to be determined by the PHP Contractor. Respondent shall  
2 provide the treating professionals with a copy of this Interim Consent Agreement.  
3 Respondent shall pay the expenses for treatment and be responsible for paying for the  
4 preparation of the quarterly reports.

5 10. All prescriptions for controlled substances shall be approved by the PHP  
6 prior to being filled except in an *Emergency*. Controlled substances prescribed and filled  
7 in an emergency shall be reported to the PHP within 48 hours. Respondent shall take no  
8 *Medication* unless the PCP or other health care provider to whom the PCP refers  
9 Respondent prescribes and the PHP approves the *Medication*. Respondent shall not self-  
10 prescribe any *Medication*. "Medication" means a prescription-only drug, controlled  
11 substance, and over-the counter preparation, other than plain aspirin, plain ibuprofen, and  
12 plain acetaminophen.

13 11. Respondent shall submit to random biological fluid, hair and/or nail testing  
14 for the remainder of this Interim Consent Agreement (as specifically directed below) to  
15 ensure compliance with PHP.

16 12. Respondent shall provide the PHP in writing with one telephone number that  
17 shall be used to contact Respondent on a 24 hour per day/seven day per week basis to  
18 submit to biological fluid, hair, and/or nail testing to ensure compliance with PHP. For the  
19 purposes of this section, telephonic notice shall be deemed given at the time a message to  
20 appear is left at the contact telephone number provided by Respondent. Respondent  
21 authorizes any person or organization conducting tests on the collected samples to  
22 provide testing results to the PHP. Respondent shall comply with all requirements for  
23 biological fluid, hair, and/or nail collection. Respondent shall pay for all costs for the  
24 testing.

25

1           13. Respondent shall provide the PHP with written notice of any plans to travel  
2 out of state.

3           14. Respondent shall immediately notify the Board and the PHP in writing of any  
4 change in office or home addresses and telephone numbers.

5           15. Respondent provides full consent for the PHP to discuss the Respondent's  
6 case with the Respondent's PCP or any other health care providers to ensure compliance  
7 with PHP.

8           16. The relationship between the Respondent and the PHP is a direct  
9 relationship. Respondent shall not use an attorney or other intermediary to communicate  
10 with the PHP on participation and compliance issues. Any such questions should be  
11 directed to Board staff.

12           17. Respondent shall be responsible for all costs, including costs associated with  
13 participating in PHP, at the time service is rendered or within 30 days of each invoice sent  
14 to the Respondent. An initial deposit of two (2) months PHP fees is due upon entering the  
15 program. Failure to pay either the initial PHP deposit or monthly fees 60 days after  
16 invoicing will be reported to the Board by the PHP and may result in disciplinary action up  
17 to and including revocation.

18           18. Respondent shall immediately provide a copy of this Interim Consent  
19 Agreement to all employers, hospitals and free standing surgery centers where  
20 Respondent currently has or in the future gains or applies for employment or privileges.  
21 Within 30 days of the date of this Interim Consent Agreement, Respondent shall provide  
22 the PHP with a signed statement of compliance with this notification requirement.  
23 Respondent is further required to notify, in writing, all employers, hospitals and free  
24 standing surgery centers where Respondent currently has or in the future gains or applies  
25 for employment or privileges of a violation of this Interim Consent Agreement.

1           19. In the event Respondent resides or practices as a physician in a state other  
2 than Arizona, Respondent shall participate in the rehabilitation program sponsored by that  
3 state's medical licensing authority or medical society. Respondent shall cause the  
4 monitoring state's program to provide written quarterly reports to the PHP regarding  
5 Respondent's attendance, participation, and monitoring. The monitoring state's program  
6 and Respondent shall immediately notify the PHP if Respondent is non-compliant with any  
7 aspect of the monitoring requirements or is required to undergo any additional treatment.

8           20. The PHP shall immediately notify the Board if Respondent is non-compliant  
9 with any aspect of this Interim Consent Agreement or is required to undergo any additional  
10 treatment.

11           21. Because this is an Interim Consent Agreement and not a final decision by  
12 the Board regarding the pending investigation, it is subject to further consideration by the  
13 Board. Once the investigation is complete, it will be promptly provided to the Board for its  
14 review and appropriate action.

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

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

24

25





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

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


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

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

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.").

18  
19   
20 Crystal Cunningham (Dec 31, 2023 10:54 MST)  
CRYSTAL M. CUNNINGHAM, M.D.

DATED: Dec 31, 2023

1 EXECUTED COPY of the foregoing e-mailed  
this 4th day of January, 2024 to:

2 Colin Bell, Esq.  
3 Stewart Law Group  
4 202 East Earll Drive Suite 160  
5 Phoenix, Arizona 85012  
6 Attorney for Respondent

7 ORIGINAL of the foregoing filed  
this 4th day of January, 2024 with:

8 Arizona Medical Board  
9 1740 West Adams, Suite 4000  
10 Phoenix, Arizona 85007

*Eimm Dooney*

11 Board staff

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25