

**BEFORE THE
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the First Amended
Accusation Against:

Shepherd Green Pryor, V., M.D.

Physician's and Surgeon's
Certificate No. A96325

Respondent.

MBC File # 800-2018-048113

**ORDER CORRECTING NUNC PRO TUNC
CLERICAL ERROR IN "RESPONDENT'S NAME" PORTION OF DECISION**

On its own motion, the Medical Board of California (hereafter "Board") finds that there is a clerical error in the "Respondent's Name" portion of the Decision in the above-entitled matter and that such clerical error should be corrected so that Respondent's name will conform to the Board's issued license.

IT IS HEREBY ORDERED that Respondent's name contained on the Decision Order Page in the above-entitled matter be and hereby is amended and corrected nunc pro tunc as of the date of entry of the Decision to read as "Shepherd Green Pryor, V., M.D."

May 7, 2020



Kristina D. Lawson, J.D.,
Chair
Panel B

**BEFORE THE
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the)
First Amended Accusation)
Against:)
)
)
Shepherd Green Pryor, M.D.)
)
Physician's and Surgeon's)
Certificate No. A96325)
)
Respondent)
_____)

Case No. 800-2018-048113

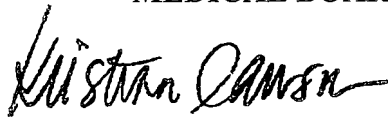
DECISION

The attached Stipulated Settlement and Disciplinary Order is hereby adopted as the Decision and Order of the Medical Board of California, Department of Consumer Affairs, State of California.

This Decision shall become effective at 5:00 p.m. on May 6, 2020.

IT IS SO ORDERED: April 6, 2020.

MEDICAL BOARD OF CALIFORNIA



**Kristina D. Lawson, J.D., Chair
Panel B**

1 XAVIER BECERRA
Attorney General of California
2 MARY CAIN-SIMON
Supervising Deputy Attorney General
3 ALICE W. WONG
Deputy Attorney General
4 State Bar No. 160141
455 Golden Gate Avenue, Suite 11000
5 San Francisco, CA 94102-7004
Telephone: (415) 510-3873
6 Facsimile: (415) 703-5480
Attorneys for Complainant

8 **BEFORE THE**
9 **MEDICAL BOARD OF CALIFORNIA**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the First Amended Accusation
Against:

13 **SHEPHERD GREEN PRYOR, M.D.**
14 **9097 E. Desert Cove Ave., Suite 250**
15 **Scottsdale, AZ 85260-6279**

16 **Physician's and Surgeon's Certificate**
17 **No. A 96325**

18 Respondent.

Case No. 800-2018-048113

OAH No. 2019081180

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

19
20 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
21 entitled proceedings that the following matters are true:

22 **PARTIES**

23 1. Christine J. Lally (Complainant) is the Interim Executive Director of the Medical
24 Board of California (Board). She brought this action solely in her official capacity and is
25 represented in this matter by Xavier Becerra, Attorney General of the State of California, by Alice
26 W. Wong, Deputy Attorney General.
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CULPABILITY

8. Respondent understands and agrees that the charges and allegations in First Amended Accusation No. 800-2018-048113, if proven at a hearing, constitute cause for imposing discipline upon his Physician's and Surgeon's Certificate.

9. For the purpose of resolving the First Amended Accusation without the expense and uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual basis for the charges in the First Amended Accusation, and that Respondent hereby gives up his right to contest those charges.

10. Respondent agrees that his Physician's and Surgeon's Certificate is subject to discipline and he agrees to be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

11. This stipulation shall be subject to approval by the Medical Board of California. Respondent understands and agrees that counsel for Complainant and the staff of the Medical Board of California may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

12. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

1 classroom component. The professionalism program shall be at Respondent's expense and shall
2 be in addition to the Continuing Medical Education (CME) requirements for renewal of licensure.

3 A professionalism program taken after the acts that gave rise to the charges in the
4 Accusation, but prior to the effective date of the Decision may, in the sole discretion of the Board
5 or its designee, be accepted towards the fulfillment of this condition if the program would have
6 been approved by the Board or its designee had the program been taken after the effective date of
7 this Decision.

8 Respondent shall submit a certification of successful completion to the Board or its
9 designee not later than 15 calendar days after successfully completing the program or not later
10 than 15 calendar days after the effective date of the Decision, whichever is later.

11 4. PSYCHOTHERAPY. Within 60 calendar days of the effective date of this
12 Decision, Respondent shall submit to the Board or its designee for prior approval the name and
13 qualifications of a California-licensed board certified psychiatrist, or a licensed psychologist who
14 has a doctoral degree in psychology and at least five years of postgraduate experience in the
15 diagnosis and treatment of emotional and mental disorders. Upon approval, Respondent shall
16 undergo and continue psychotherapy treatment, including any modifications to the frequency of
17 psychotherapy, until the Board or its designee deems that no further psychotherapy is necessary.

18 The psychotherapist shall consider any information provided by the Board or its designee
19 and any other information the psychotherapist deems relevant and shall furnish a written
20 evaluation report to the Board or its designee. Respondent shall cooperate in providing the
21 psychotherapist with any information and documents that the psychotherapist may deem
22 pertinent.

23 Respondent shall have the treating psychotherapist submit quarterly status reports to the
24 Board or its designee. The Board or its designee may require Respondent to undergo psychiatric
25 evaluations by a Board-appointed board certified psychiatrist. If, prior to the completion of
26 probation, Respondent is found to be mentally unfit to resume the practice of medicine without
27 restrictions, the Board shall retain continuing jurisdiction over Respondent's license and the
28 period of probation shall be extended until the Board determines that Respondent is mentally fit

1 to resume the practice of medicine without restrictions.

2 Respondent shall pay the cost of all psychotherapy and psychiatric evaluations.

3 5. NOTICE OF EMPLOYER OR SUPERVISOR INFORMATION. Within
4 seven (7) days of the effective date of this Decision, Respondent shall provide to the Board the
5 names, physical addresses, mailing addresses, and telephone numbers of any and all employers
6 and supervisors. Respondent shall also provide specific, written consent for the Board,
7 Respondent's worksite monitor, and Respondent's employers and supervisors to communicate
8 regarding Respondent's work status, performance, and monitoring.

9 For purposes of this section, "supervisors" shall include the Chief of Staff and Health or
10 Well Being Committee Chair, or equivalent, if applicable, when the Respondent has medical staff
11 privileges.

12 6. BIOLOGICAL FLUID TESTING. Respondent shall immediately submit
13 to biological fluid testing, at Respondent's expense, upon request of the Board or its designee.
14 "Biological fluid testing" may include, but is not limited to, urine, blood, breathalyzer, hair
15 follicle testing, or similar drug screening approved by the Board or its designee. Respondent shall
16 make daily contact with the Board or its designee to determine whether biological fluid testing is
17 required. Respondent shall be tested on the date of the notification as directed by the Board or its
18 designee. The Board may order a Respondent to undergo a biological fluid test on any day, at
19 any time, including weekends and holidays. Except when testing on a specific date as ordered by
20 the Board or its designee, the scheduling of biological fluid testing shall be done on a random
21 basis. The cost of biological fluid testing shall be borne by the Respondent.

22 During the first year of probation, Respondent shall be subject to 52 to 104 random tests.
23 During the second year of probation and for the duration of the probationary term, up to five (5)
24 years, Respondent shall be subject to 36 to 104 random tests per year. Only if there has been no
25 positive biological fluid tests in the previous five (5) consecutive years of probation, may testing
26 be reduced to one (1) time per month. Nothing precludes the Board from increasing the number
27 of random tests to the first-year level of frequency for any reason.

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1 Prior to practicing medicine, Respondent shall contract with a laboratory or service,
2 approved in advance by the Board or its designee, that will conduct random, unannounced,
3 observed, biological fluid testing and meets all of the following standards:

4 (a) Its specimen collectors are either certified by the Drug and Alcohol Testing Industry
5 Association or have completed the training required to serve as a collector for the United
6 States Department of Transportation.

7 (b) Its specimen collectors conform to the current United States Department of
8 Transportation Specimen Collection Guidelines.

9 (c) Its testing locations comply with the Urine Specimen Collection Guidelines published
10 by the United States Department of Transportation without regard to the type of test
11 administered.

12 (d) Its specimen collectors observe the collection of testing specimens.

13 (e) Its laboratories are certified and accredited by the United States Department of Health
14 and Human Services.

15 (f) Its testing locations shall submit a specimen to a laboratory within one (1) business day
16 of receipt and all specimens collected shall be handled pursuant to chain of custody
17 procedures. The laboratory shall process and analyze the specimens and provide legally
18 defensible test results to the Board within seven (7) business days of receipt of the
19 specimen. The Board will be notified of non-negative results within one (1) business day
20 and will be notified of negative test results within seven (7) business days.

21 (g) Its testing locations possess all the materials, equipment, and technical expertise
22 necessary in order to test Respondent on any day of the week.

23 (h) Its testing locations are able to scientifically test for urine, blood, and hair specimens
24 for the detection of alcohol and illegal and controlled substances.

25 (i) It maintains testing sites located throughout California.

26 (j) It maintains an automated 24-hour toll-free telephone system and/or a secure on-line
27 computer database that allows the Respondent to check in daily for testing.

28 (k) It maintains a secure, HIPAA-compliant website or computer system that allows staff

1 access to drug test results and compliance reporting information that is available 24 hours a
2 day.

3 (l) It employs or contracts with toxicologists that are licensed physicians and have
4 knowledge of substance abuse disorders and the appropriate medical training to interpret
5 and evaluate laboratory biological fluid test results, medical histories, and any other
6 information relevant to biomedical information.

7 (m) It will not consider a toxicology screen to be negative if a positive result is obtained
8 while practicing, even if the Respondent holds a valid prescription for the substance.

9 Prior to changing testing locations for any reason, including during vacation or other travel,
10 alternative testing locations must be approved by the Board and meet the requirements above.

11 The contract shall require that the laboratory directly notify the Board or its designee of
12 non-negative results within one (1) business day and negative test results within seven (7)
13 business days of the results becoming available. Respondent shall maintain this laboratory or
14 service contract during the period of probation.

15 A certified copy of any laboratory test result may be received in evidence in any
16 proceedings between the Board and Respondent.

17 If a biological fluid test result indicates Respondent has used, consumed, ingested, or
18 administered to himself or herself a prohibited substance, the Board shall order Respondent to
19 cease practice and instruct Respondent to leave any place of work where Respondent is practicing
20 medicine or providing medical services. The Board shall immediately notify all of Respondent's
21 employers, supervisors and work monitors, if any, that Respondent may not practice medicine or
22 provide medical services while the cease-practice order is in effect.

23 A biological fluid test will not be considered negative if a positive result is obtained while
24 practicing, even if the practitioner holds a valid prescription for the substance. If no prohibited
25 substance use exists, the Board shall lift the cease-practice order within one (1) business day.

26 After the issuance of a cease-practice order, the Board shall determine whether the positive
27 biological fluid test is in fact evidence of prohibited substance use by consulting with the
28 specimen collector and the laboratory, communicating with the licensee, his treating

1 physician(s), other health care provider, or group facilitator, as applicable.

2 For purposes of this condition, the terms “biological fluid testing” and “testing” mean the
3 acquisition and chemical analysis of a Respondent’s urine, blood, breath, or hair.

4 For purposes of this condition, the term “prohibited substance” means an illegal drug, a
5 lawful drug not prescribed or ordered by an appropriately licensed health care provider for use by
6 Respondent and approved by the Board, alcohol, or any other substance the Respondent has been
7 instructed by the Board not to use, consume, ingest, or administer to himself or herself.

8 If the Board confirms that a positive biological fluid test is evidence of use of a prohibited
9 substance, Respondent has committed a major violation, as defined in section 1361.52(a), and the
10 Board shall impose any or all of the consequences set forth in section 1361.52(b), in addition to
11 any other terms or conditions the Board determines are necessary for public protection or to
12 enhance Respondent’s rehabilitation.

13 7. WORKSITE MONITOR FOR SUBSTANCE-ABUSING LICENSEE.

14 Within thirty (30) calendar days of the effective date of this Decision, Respondent shall submit to
15 the Board or its designee for prior approval as a worksite monitor, the name and qualifications of
16 one or more licensed physician and surgeon, other licensed health care professional if no
17 physician and surgeon is available, or, as approved by the Board or its designee, a person in a
18 position of authority who is capable of monitoring the Respondent at work.

19 The worksite monitor shall not have a current or former financial, personal, or familial
20 relationship with Respondent, or any other relationship that could reasonably be expected to
21 compromise the ability of the monitor to render impartial and unbiased reports to the Board or its
22 designee. If it is impractical for anyone but Respondent’s employer to serve as the worksite
23 monitor, this requirement may be waived by the Board or its designee, however, under no
24 circumstances shall Respondent’s worksite monitor be an employee or supervisee of the licensee.

25 The worksite monitor shall have an active unrestricted license with no disciplinary action
26 within the last five (5) years, and shall sign an affirmation that he or she has reviewed the terms
27 and conditions of Respondent’s disciplinary order and agrees to monitor Respondent as set forth
28 by the Board or its designee.

1 Respondent shall pay all worksite monitoring costs.

2 The worksite monitor shall have face-to-face contact with Respondent in the work
3 environment on as frequent a basis as determined by the Board or its designee, but not less than
4 once per week; interview other staff in the office regarding Respondent's behavior, if requested
5 by the Board or its designee; and review Respondent's work attendance.

6 The worksite monitor shall verbally report any suspected substance abuse to the Board and
7 Respondent's employer or supervisor within one (1) business day of occurrence. If the suspected
8 substance abuse does not occur during the Board's normal business hours, the verbal report shall
9 be made to the Board or its designee within one (1) hour of the next business day. A written
10 report that includes the date, time, and location of the suspected abuse; Respondent's actions; and
11 any other information deemed important by the worksite monitor shall be submitted to the Board
12 or its designee within 48 hours of the occurrence.

13 The worksite monitor shall complete and submit a written report monthly or as directed by
14 the Board or its designee which shall include the following: (1) Respondent's name and
15 Physician's and Surgeon's Certificate number; (2) the worksite monitor's name and signature; (3)
16 the worksite monitor's license number, if applicable; (4) the location or location(s) of the
17 worksite; (5) the dates Respondent had face-to-face contact with the worksite monitor; (6) the
18 names of worksite staff interviewed, if applicable; (7) a report of Respondent's work attendance;
19 (8) any change in Respondent's behavior and/or personal habits; and (9) any indicators that can
20 lead to suspected substance abuse by Respondent. Respondent shall complete any required
21 consent forms and execute agreements with the approved worksite monitor and the Board, or its
22 designee, authorizing the Board, or its designee, and worksite monitor to exchange information.

23 If the worksite monitor resigns or is no longer available, Respondent shall, within five (5)
24 calendar days of such resignation or unavailability, submit to the Board or its designee, for prior
25 approval, the name and qualifications of a replacement monitor who will be assuming that
26 responsibility within fifteen (15) calendar days. If Respondent fails to obtain approval of a
27 replacement monitor within sixty (60) calendar days of the resignation or unavailability of the
28 monitor, Respondent shall receive a notification from the Board or its designee to cease the

1 practice of medicine within three (3) calendar days after being so notified. Respondent shall
2 cease the practice of medicine until a replacement monitor is approved and assumes monitoring
3 responsibility.

4 8. VIOLATION OF PROBATION CONDITION FOR SUBSTANCE
5 ABUSING LICENSEES. Failure to fully comply with any term or condition of probation is a
6 violation of probation.

7 A. If Respondent commits a major violation of probation as defined by section
8 1361.52, subdivision (a), of Title 16 of the California Code of Regulations, the Board shall take
9 one or more of the following actions:

10 (1) Issue an immediate cease-practice order and order Respondent to undergo a clinical
11 diagnostic evaluation to be conducted in accordance with section 1361.5, subdivision (c)(1), of
12 Title 16 of the California Code of Regulations, at Respondent's expense. The cease-practice
13 order issued by the Board or its designee shall state that Respondent must test negative for at least
14 a month of continuous biological fluid testing before being allowed to resume practice. For
15 purposes of determining the length of time a Respondent must test negative while undergoing
16 continuous biological fluid testing following issuance of a cease-practice order, a month is
17 defined as thirty calendar (30) days. Respondent may not resume the practice of medicine until
18 notified in writing by the Board or its designee that he may do so.

19 (2) Increase the frequency of biological fluid testing.

20 (3) Refer Respondent for further disciplinary action, such as suspension, revocation, or
21 other action as determined by the Board or its designee.

22 B. If Respondent commits a minor violation of probation as defined by section
23 1361.52, subdivision (c), of Title 16 of the California Code of Regulations, the Board shall take
24 one or more of the following actions:

- 25 (1) Issue a cease-practice order;
- 26 (2) Order practice limitations;
- 27 (3) Order or increase supervision of Respondent;
- 28 (4) Order increased documentation;

- 1 (5) Issue a citation and fine, or a warning letter;
- 2 (6) Order Respondent to undergo a clinical diagnostic evaluation to be conducted in
3 accordance with section 1361.5, subdivision (c)(1), of Title 16 of the California Code of
4 Regulations, at Respondent's expense;
- 5 (7) Take any other action as determined by the Board or its designee.

6 C. Nothing in this Decision shall be considered a limitation on the Board's authority
7 to revoke Respondent's probation if he has violated any term or condition of probation. If
8 Respondent violates probation in any respect, the Board, after giving Respondent notice and the
9 opportunity to be heard, may revoke probation and carry out the disciplinary order that was
10 stayed. If an Accusation, or Petition to Revoke Probation, or an Interim Suspension Order is filed
11 against Respondent during probation, the Board shall have continuing jurisdiction until the matter
12 is final, and the period of probation shall be extended until the matter is final.

13 9. NOTIFICATION. Within seven (7) days of the effective date of this
14 Decision, the Respondent shall provide a true copy of this Decision and Accusation to the Chief
15 of Staff or the Chief Executive Officer at every hospital where privileges or membership are
16 extended to Respondent, at any other facility where Respondent engages in the practice of
17 medicine, including all physician and locum tenens registries or other similar agencies, and to the
18 Chief Executive Officer at every insurance carrier which extends malpractice insurance coverage
19 to Respondent. Respondent shall submit proof of compliance to the Board or its designee within
20 15 calendar days.

21 10. SUPERVISION OF PHYSICIAN ASSISTANTS AND ADVANCED
22 PRACTICE NURSES. During probation, Respondent is prohibited from supervising physician
23 assistants and advanced practice nurses.

24 11. OBEY ALL LAWS. Respondent shall obey all federal, state and local
25 laws, all rules governing the practice of medicine in California and remain in full compliance
26 with any court ordered criminal probation, payments, and other orders.

27 12. QUARTERLY DECLARATIONS. Respondent shall submit quarterly
28 declarations under penalty of perjury on forms provided by the Board, stating whether there has

1 been compliance with all the conditions of probation.

2 Respondent shall submit quarterly declarations not later than 10 calendar days after the end
3 of the preceding quarter.

4 13. GENERAL PROBATION REQUIREMENTS.

5 Compliance with Probation Unit

6 Respondent shall comply with the Board's probation unit.

7 Address Changes

8 Respondent shall, at all times, keep the Board informed of Respondent's business and
9 residence addresses, email address (if available), and telephone number. Changes of such
10 addresses shall be immediately communicated in writing to the Board or its designee. Under no
11 circumstances shall a post office box serve as an address of record, except as allowed by Business
12 and Professions Code section 2021(b).

13 Place of Practice

14 Respondent shall not engage in the practice of medicine in Respondent's or patient's place
15 of residence, unless the patient resides in a skilled nursing facility or other similar licensed
16 facility.

17 License Renewal

18 Respondent shall maintain a current and renewed California Physician's and Surgeon's
19 license.

20 Travel or Residence Outside California

21 Respondent shall immediately inform the Board or its designee, in writing, of travel to any
22 areas outside the jurisdiction of California which lasts, or is contemplated to last, more than thirty
23 (30) calendar days.

24 In the event Respondent should leave the State of California to reside or to practice
25 ,Respondent shall notify the Board or its designee in writing 30 calendar days prior to the dates of
26 departure and return.

27 14. INTERVIEW WITH THE BOARD OR ITS DESIGNEE. Respondent
28 shall be available in person upon request for interviews either at Respondent's place of business

1 or at the probation unit office, with or without prior notice throughout the term of probation.

2 15. NON-PRACTICE WHILE ON PROBATION. Respondent shall notify the
3 Board or its designee in writing within 15 calendar days of any periods of non-practice lasting
4 more than 30 calendar days and within 15 calendar days of Respondent's return to practice. Non-
5 practice is defined as any period of time Respondent is not practicing medicine as defined in
6 Business and Professions Code sections 2051 and 2052 for at least 40 hours in a calendar month
7 in direct patient care, clinical activity or teaching, or other activity as approved by the Board. If
8 Respondent resides in California and is considered to be in non-practice, Respondent shall
9 comply with all terms and conditions of probation. All time spent in an intensive training
10 program which has been approved by the Board or its designee shall not be considered non-
11 practice and does not relieve Respondent from complying with all the terms and conditions of
12 probation. Practicing medicine in another state of the United States or Federal jurisdiction while
13 on probation with the medical licensing authority of that state or jurisdiction shall not be
14 considered non-practice. A Board-ordered suspension of practice shall not be considered as a
15 period of non-practice.

16 In the event Respondent's period of non-practice while on probation exceeds 18 calendar
17 months, Respondent shall successfully complete the Federation of State Medical Boards's Special
18 Purpose Examination, or, at the Board's discretion, a clinical competence assessment program
19 that meets the criteria of Condition 18 of the current version of the Board's "Manual of Model
20 Disciplinary Orders and Disciplinary Guidelines" prior to resuming the practice of medicine.

21 Respondent's period of non-practice while on probation shall not exceed two (2) years.

22 Periods of non-practice will not apply to the reduction of the probationary term.

23 Periods of non-practice for a Respondent residing outside of California will relieve
24 Respondent of the responsibility to comply with the probationary terms and conditions with the
25 exception of this condition and the following terms and conditions of probation: Obey All Laws;
26 General Probation Requirements; Quarterly Declarations; Abstain from the Use of Alcohol and/or
27 Controlled Substances; and Biological Fluid Testing..

28 16. COMPLETION OF PROBATION. Respondent shall comply with all

1 financial obligations (e.g., restitution, probation costs) not later than 120 calendar days prior to
2 the completion of probation. Upon successful completion of probation, Respondent's certificate
3 shall be fully restored.

4 17. VIOLATION OF PROBATION. Failure to fully comply with any term or
5 condition of probation is a violation of probation. If Respondent violates probation in any
6 respect, the Board, after giving Respondent notice and the opportunity to be heard, may revoke
7 probation and carry out the disciplinary order that was stayed. If an Accusation, or Petition to
8 Revoke Probation, or an Interim Suspension Order is filed against Respondent during probation,
9 the Board shall have continuing jurisdiction until the matter is final, and the period of probation
10 shall be extended until the matter is final.

11 18. LICENSE SURRENDER. Following the effective date of this Decision, if
12 Respondent ceases practicing due to retirement or health reasons or is otherwise unable to satisfy
13 the terms and conditions of probation, Respondent may request to surrender his or her license.
14 The Board reserves the right to evaluate Respondent's request and to exercise its discretion in
15 determining whether or not to grant the request, or to take any other action deemed appropriate
16 and reasonable under the circumstances. Upon formal acceptance of the surrender, Respondent
17 shall within 15 calendar days deliver Respondent's wallet and wall certificate to the Board or its
18 designee and Respondent shall no longer practice medicine. Respondent will no longer be subject
19 to the terms and conditions of probation. If Respondent re-applies for a medical license, the
20 application shall be treated as a petition for reinstatement of a revoked certificate.

21 19. PROBATION MONITORING COSTS. Respondent shall pay the costs
22 associated with probation monitoring each and every year of probation, as designated by the
23 Board, which may be adjusted on an annual basis. Such costs shall be payable to the Medical
24 Board of California and delivered to the Board or its designee no later than January 31 of each
25 calendar year.

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ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Kevin D. Cauley, Esq. I understand the stipulation and the effect it will have on my Physician's and Surgeon's Certificate. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Medical Board of California.

DATED: 2/4/20 _____
SHEPHERD GREEN PRYOR, M.D.
Respondent

I have read and fully discussed with Respondent Shepherd Green Pryor, M.D. the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 2/4/20 _____
Kevin Cauley
KEVIN D. CAULEY, ESQ.
Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Medical Board of California.

DATED: 2/4/20 _____

Respectfully submitted,
XAVIER BECERRA
Attorney General of California
MARY CAIN-SIMON
Supervising Deputy Attorney General

ALICE W. WONG
Deputy Attorney General
Attorneys for Complainant

Exhibit A

First Amended Accusation No. 800-2018-048113

1 XAVIER BECERRA
Attorney General of California
2 MARY CAIN-SIMON
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FILED
STATE OF CALIFORNIA
MEDICAL BOARD OF CALIFORNIA
SACRAMENTO December 24 2019
BY: Anna Logan ANALYST

8 **BEFORE THE**
9 **MEDICAL BOARD OF CALIFORNIA**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the First Amended Accusation
13 Against:

14 **Shepherd Green Pryor, V. M.D.**
15 **9097 E. Desert Cove Ave., Suite 250**
Scottsdale, AZ 85260-6279

16 **Physician's and Surgeon's Certificate**
17 **No. A 96325,**

18 Respondent.

Case No. 800-2018-048113

OAH No. 2019081180

FIRST AMENDED

ACCUSATION

19
20 Complainant alleges:

21 **PARTIES**

22 1. Christine J. Lally (Complainant) brings this Accusation solely in her official capacity
23 as the Interim Executive Director of the Medical Board of California, Department of Consumer
24 Affairs (Board).

25 2. On or about July 1, 2006, the Board issued Physician's and Surgeon's Certificate
26 Number A 96325 to Shepherd Green Pryor, V., M.D. (Respondent). The Physician's and
27 Surgeon's Certificate is in delinquent status, having expired on July 31, 2018, and has not been
28 renewed.

JURISDICTION

1
2 3. This First Amended Accusation is brought before the Board, under the authority of
3 the following laws. All section references are to the Business and Professions Code (Code)
4 unless otherwise indicated.

5 4. Section 2227 of the Code provides that a licensee who is found guilty under the
6 Medical Practice Act may have his or her license revoked, suspended for a period not to exceed
7 one year, placed on probation and required to pay the costs of probation monitoring, or such other
8 action taken in relation to discipline as the Board deems proper.

9 5. Section 2305 of the Code states:

10 “The revocation, suspension, or other discipline, restriction or limitation imposed by
11 another state upon a license or certificate to practice medicine issued by that state, or the
12 revocation, suspension, or restriction of the authority to practice medicine by any agency of the
13 federal government, that would have been grounds for discipline in California of a licensee under
14 this chapter shall constitute grounds for disciplinary action for unprofessional conduct against the
15 licensee in this state.”

16 6. Section 141 of the Code states:

17 “(a) For any licensee holding a license issued by a board under the jurisdiction of the
18 department, a disciplinary action taken by another state, by any agency of the federal government,
19 or by another country for any act substantially related to the practice regulated by the California
20 license, may be a ground for disciplinary action by the respective state licensing board. A
21 certified copy of the record of the disciplinary action taken against the licensee by another state,
22 an agency of the federal government, or another country shall be conclusive evidence of the
23 events related therein.

24 “(b) Nothing in this section shall preclude a board from applying a specific statutory
25 provision in the licensing act administered by that board that provides for discipline based upon a
26 disciplinary action taken against the licensee by another state, an agency of the federal
27 government, or another country.”

CAUSE FOR DISCIPLINE

(Discipline, Restrictions, and Limitations Imposed by Another State)

1
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3 7. On or about September 18, 2018, the Arizona Medical Board and Respondent entered
4 into an Interim Consent Agreement for Practice Restriction (Agreement), prohibiting Respondent
5 from engaging in the practice of medicine until such time as Respondent receives permission
6 from the Arizona Medical Board. The Agreement was based on the allegation that Respondent
7 was impaired at work on June 8, 2018, and Respondent's acknowledgment that he may have an
8 issue with substance use.

9 A copy of the Interim Consent Agreement for Practice Restriction is attached as Exhibit A.

10 8. Respondent subsequently completed inpatient treatment and was discharged on
11 October 27, 2018. Based on Respondent's treatment and prognosis, Respondent entered into a
12 monitoring agreement with the Arizona Medical Board and complied with recommendations for
13 aftercare. On or about November 7, 2018, Respondent and the Arizona Medical Board entered
14 into an Interim Consent Agreement to Participate in the Physician Health Program.

15 A copy of the Interim Consent Agreement to Participate in the Physician Health Program is
16 attached as Exhibit B.

17 9. On or about August 6, 2019, the Arizona Medical Board issued a Letter of Reprimand
18 whereby Respondent was placed on five years of probation, with term and conditions, including
19 (1) abstain from use of alcohol; (2) abstain from any illegal drugs, mood altering medications
20 unless prescribed for legitimate therapeutic purpose; (3) participation in personalized aftercare
21 programs, or activities as recommended, including but not limited to psychotherapy or group
22 therapy; (4) compliance with the return to work recommendations, including reduced hours and
23 use of a PHP-approved worksite monitor as recommended; (5) obtain a primary care physician;
24 (6) prescriptions for controlled substances monitoring; (7) random biological fluid, hair and/or
25 nail testing; (8) 36 hours of alcohol/drug awareness education course; (8) notice of employer or
26 supervisor information; and standard terms and conditions of probation.

27 A copy of the Order for Letter of Reprimand and Probation; And Consent to The Same is
28 attached as Exhibit C.

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EXHIBIT A

1 BEFORE THE ARIZONA MEDICAL BOARD

2 In the Matter of
3 SHEPHERD G. PRYOR, M.D.
4 Holder of License No. 33720
5 For the Practice of Allopathic Medicine
6 In the State of Arizona.

Case No. MD-18-0552A
INTERIM CONSENT AGREEMENT
FOR PRACTICE RESTRICTION

7 INTERIM CONSENT AGREEMENT

8 Shepherd G. Pryor, 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. 33720 for the practice of allopathic
15 medicine in the State of Arizona.

16 3. The Board initiated case number MD-18-0552A after receiving a self-report
17 on June 11, 2018 from Respondent that he was alleged to have been impaired while
18 performing a surgical procedure on June 8, 2018. Respondent denied the allegation of
19 impairment, but acknowledged that he may have an issue with substance use.

20 4. Respondent subsequently underwent an inpatient evaluation at a Board-
21 approved facility. Based on the findings, the facility opined that Respondent is not
22 currently safe to practice, pending completion of inpatient treatment and post-treatment
23 fitness for duty assessment.

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1 with and agreement of the lead Board member and the Chief Medical Consultant, has the
2 discretion to determine whether it is appropriate to release Respondent from this Interim
3 Consent Agreement.

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

7 4. Because this is an Interim Consent Agreement and not a final decision by
8 the Board regarding the pending investigation, it is subject to further consideration by the
9 Board. Once the investigation is complete, it will be promptly provided to the Board for its
10 review and appropriate action.

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

13
14 DATED this 18th day of September, 2018.

15 ARIZONA MEDICAL BOARD

16 By Patricia E. McSorley
17 Patricia E. McSorley
18 Executive Director

19 RECITALS

20 Respondent understands and agrees that:

21 1. The Board, through its Executive Director, may adopt this Interim Consent
22 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25) and A.A.C. R4-16-
23 504.
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1 2. Respondent has read and understands this Interim Consent Agreement as
2 set forth herein, and has had the opportunity to discuss this Interim Consent Agreement
3 with an attorney or has waived the opportunity to discuss this Interim Consent Agreement
4 with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and
5 by doing so agrees to abide by all of its terms and conditions.

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

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

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

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

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

15 9. Respondent understands that this Interim Consent Agreement does not
16 alleviate Respondent's responsibility to comply with the applicable license-renewal
17 statutes and rules. If this Interim Consent Agreement remains in effect at the time
18 Respondent's allopathic medical license comes up for renewal, Respondent must renew
19 the license if Respondent wishes to retain the license. If Respondent elects not to renew
20 the license as prescribed by statute and rule, Respondent's license will not expire but
21 rather, by operation of law (A.R.S. § 32-3202), become suspended until the Board takes
22 final action in this matter. Once the Board takes final action, in order for Respondent to be
23
24
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1 licensed in the future, Respondent must submit a new application for licensure and meet
2 all of the requirements set forth in the statutes and rules at that time.

3 10. Respondent understands that any violation of this Interim Consent
4 Agreement constitutes unprofessional conduct under A.R.S. § 32-1401(27)(s) ("Violating a
5 formal order, probation, consent agreement or stipulation issued or entered into by the
6 board or its executive director under this chapter.").

7
8 Shepherd G. Pryor
9 SHEPHERD G. PRYOR, M.D.

DATED: 9/14/18

10 EXECUTED COPY of the foregoing e-mailed
11 this 18th day of September, 2018 to:

12 Shepherd G. Pryor, M.D.
13 Address of Record

14 Attorney for Respondent
15 Address of Record

16 ORIGINAL of the foregoing filed
17 this 18th day of September 2018 with:

18 Arizona Medical Board
19 1740 West Adams, Suite 4000
20 Phoenix, Arizona 85007

21 Marilyn Baber
22 Board staff

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EXHIBIT B



Arizona Medical Board

1740 W Adams St. Suite 4000 Phoenix, AZ 85007 • website: www.azmd.gov
Phone (480) 551-2700 • Toll Free (877) 255-2212 • Fax (480) 551-2702

Governor

Douglas A. Ducey

Members

R. Screven Farmer, M.D.
Chair
Physician Member

James Gillard, M.D.
Vice-Chair
Physician Member

Edward G. Paul, M.D.
Secretary
Physician Member

Jodi Bain, Esq.
Public Member

Bruce A. Bethancourt, M.D.
Physician Member

David C. Beyer, M.D.
Physician Member

Teresa Connolly, D.N.P.
Public Member

Laura Dorrell, M.S.N., RN.
Public Member

Gary R. Figge, M.D.
Physician Member

Camela E. Jones
Public Member

Lois E. Krahn, M.D.
Physician Member

Executive Director

Patricia E. McSorley

I, Michelle Robles, of the Arizona Medical Board, hereby certify that I am the official custodian of the records of the agency; and that the attached documents are true and complete copies of the documents requested regarding:

Physician Name: Shepard G. Pryor, M.D.

License Number: 33720

Attached are the following document(s):

Document Name:
Physician Profile

Interim Consent Agreement to Participate in the Physician Health Program
Dated: November 7th, 2018

Document #13 of Pages:

Dated this 30th, April, 2019

ARIZONA MEDICAL BOARD

Michelle Robles
Custodian of Records

MD PROFILE PAGE



Arizona Medical Board

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Printed on 04/30/19 @ 03:05

General Information

Shepherd G. Pryor MD
Valley Ent

License Number:
License Status: Active
Licensed Date: 01/28/2005
License Renewed: 06/30/2017
Due to Renew By: 07/10/2019
If not Renewed, License Expires: 11/10/2019

Education and Training

Medical School: RUSH MED COLL OF RUSH UNIV
Chicago, Illinois

Graduation Date: 06/09/2001

Residency: 06/30/2001 - 07/15/2005 (Otolaryngology)
MAYO SCHOOL OF GRADUATE EDUCATION
ROCHESTER, MN

Fellowship: 06/28/2006 - 06/30/2007 (Facial Plastic Surgery)
UNIV OF CALIF DAVIS MEDICAL CENTER
SAN DIEGO , CA

Area of Interest Otolaryngology
Area of Interest Plastic Surgery Within the Head & Neck (Otolaryngology)

The Board does not verify current specialties. For more information please see the American Board of Medical Specialties website at <http://www.abms.org> to determine if the physician has earned a specialty certification from this private agency.

Board Action

None

A person may obtain additional public records related to any licensee, including dismissed complaints and non-disciplinary actions and orders, by making a written request to the Board. The Arizona Medical Board presents this information as a service to the public. The Board relies upon information provided by licensees to be true and correct, as required by statute. It is an act of unprofessional conduct for a licensee to provide erroneous information to the Board. The Board makes no warranty or guarantee concerning the accuracy or reliability of the content of this website or the content of any other website to which it may link. Assessing accuracy and reliability of the information obtained from this website is solely the responsibility of the user. The Board is not liable for errors or for any damages resulting from the use of the information contained herein.

Please note that some Board Actions may not appear until a few weeks after they are taken, due to appeals, effective dates and other administrative processes.

Board actions taken against physicians in the past 24 months are also available in a chronological list.

Credentials Verification professionals, please click [here](#) for information on use of this website.

1 3. Respondent shall not consume alcohol or any food or other substance
2 containing poppy seeds or alcohol.

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

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

12 6. Respondent shall continue to participate in any personalized aftercare
13 programs or activities as recommended by the Facility in its post-treatment discharge
14 summary including, but not limited to psychotherapy or group therapy as approved by the
15 PHP Contractor, and use of a Soberlink device. Respondent shall report on those
16 activities as requested by the PHP, including executing any releases necessary to allow
17 the PHP to monitor his participation and communicate directly with and obtain records
18 from the treating providers for those aftercare activities. Respondent shall be responsible
19 for all costs of aftercare, including costs associated with compliance of this Interim
20 Consent Agreement.

21 7. Respondent shall comply with the return to work recommendations,
22 including reduced hours and use of a PHP-approved worksite monitor as recommended
23 by the Facility in its post-treatment discharge summary. Respondent shall report on
24 those activities as requested by the PHP, including executing any releases necessary to
25 allow the PHP to monitor his compliance with this requirement and communicate directly

1 with and obtain records from his employer(s) and worksite monitor. Respondent shall be
2 responsible for all costs of compliance with this term, including the cost of complying with
3 the reporting requirements.

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

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

21 10. Respondent shall enter treatment with a PHP Contractor approved
22 addiction psychiatrist or addiction medicine specialist as recommended by the Facility in
23 its post-treatment discharge summary and shall comply with any and all treatment
24 recommendations, including taking any and all prescribed medications. Respondent shall
25 instruct the treating professional to submit quarterly written reports to the PHP regarding

1 diagnosis, prognosis, current medications, recommendation for continuing care and
2 treatment, and ability to safely practice medicine. The reports shall be submitted quarterly
3 to the PHP, the commencement of which to be determined by the PHP Contractor.
4 Respondent shall provide the psychiatrist with a copy of this Stipulated Rehabilitation
5 Agreement. Respondent shall pay the expenses for treatment and be responsible for
6 paying for the preparation of the quarterly reports. At the expiration of one year or
7 anytime thereafter, Respondent may submit a written request to the PHP Contractor
8 requesting termination of the requirement that Respondent remain in treatment with a
9 psychiatrist. The decision to terminate will be based in part upon the treating
10 psychiatrist's recommendation for continued care and treatment.

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

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

22 13. Respondent shall provide the PHP in writing with one telephone number
23 that shall be used to contact Respondent on a 24 hour per day/seven day per week basis
24 to submit to biological fluid, hair, and/or nail testing to ensure compliance with PHP. For
25 the purposes of this section, telephonic notice shall be deemed given at the time a

1 message to appear is left at the contact telephone number provided by Respondent.
2 Respondent authorizes any person or organization conducting tests on the collected
3 samples to provide testing results to the PHP. Respondent shall comply with all
4 requirements for biological fluid, hair, and/or nail collection. Respondent shall pay for all
5 costs for the testing.

6 14. Respondent shall provide the PHP with written notice of any plans to travel
7 out of state.

8 15. Respondent shall immediately notify the Board and the PHP in writing of
9 any change in office or home addresses and telephone numbers.

10 16. Respondent provides full consent for the PHP to discuss the Respondent's
11 case with the Respondent's PCP or any other health care providers to ensure compliance
12 with PHP.

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

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

23 19. Respondent shall immediately provide a copy of this Interim Consent
24 Agreement to all employers, hospitals and free standing surgery centers where
25 Respondent currently has or in the future gains or applies for employment or privileges.

1 Within 30 days of the date of this Interim Consent Agreement, Respondent shall provide
2 the PHP with a signed statement of compliance with this notification requirement.
3 Respondent is further required to notify, in writing, all employers, hospitals and free
4 standing surgery centers where Respondent currently has or in the future gains or
5 applies for employment or privileges of a violation of this Interim Consent Agreement.

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

14 21. The PHP shall immediately notify the Board if Respondent is non-compliant
15 with any aspect of this Interim Consent Agreement or is required to undergo any
16 additional treatment.

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

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

24

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 any other pending or future
5 investigations, actions, or proceedings. Respondent does not relinquish his rights to an
6 administrative hearing, rehearing, review, reconsideration, judicial review or any other
7 administrative and/or judicial action, concerning the matters related to a final disposition
8 of this matter, unless he affirmatively does so as part of the final resolution of this matter.
9

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

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

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

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

24 9. Respondent understands that this Interim Consent Agreement does not
25 alleviate Respondent's responsibility to comply with the applicable license renewal

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

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

14 11. *Respondent has read and understands the terms of this Interim
15 Consent Agreement.*

16 SHEPARD G. PRYOR, M.D.
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DATED: 11/7/18

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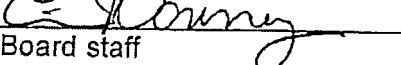
EXECUTED COPY of the foregoing mailed
this 7th day of November, 2018 to:

Shepherd G. Pryor, M.D.
Address of Record

Stephen W. Myers, Esq.
Attorney for Respondent
Address of Record

ORIGINAL of the foregoing filed
this 7th day of November 2018 with:

Arizona Medical Board
1740 West Adams, Suite 4000
Phoenix, Arizona 85007


Board staff

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EXHIBIT C



Arizona Medical Board

1740 W Adams St. Suite 4000 Phoenix, AZ 85007 • website: www.azmd.gov
Phone (480) 551-2700 • Toll Free (877) 255-2212 • Fax (480) 551-2702

Governor

Douglas A. Ducey

Members

R. Screven Farmer, M.D.
Chair
Physician Member

James Gillard, M.D.
Vice-Chair
Physician Member

Edward G. Paul, M.D.
Secretary
Physician Member

Iodi Bain, Esq.
Public Member

Bruce A. Bethancourt, M.D.
Physician Member

David C. Beyer, M.D.
Physician Member

Meresa Connolly, D.N.P.
Public Member

Sandra Dorrell, M.S.N., RN.
Public Member

Gary R. Figge, M.D.
Physician Member

Amela E. Jones
Public Member

Chris E. Krahn, M.D.
Physician Member

Executive Director

Patricia E. McSorley

I, Michelle Robles, of the Arizona Medical Board, hereby certify that I am the official custodian of the records of the agency; and that the attached documents are true and complete copies of the documents requested regarding:

Physician Name: Shepherd G. Pryor, M.D.

License Number: 33720

Attached are the following document(s):

Document Name:
Physician Profile

Order for Letter of Reprimand and Probation; and Consent to the Same
Date: August 6th, 2019

Document #13 of Pages:

Dated this October 22nd, 2019

ARIZONA MEDICAL BOARD

Michelle Robles
Custodian of Records

MD PROFILE PAGE



Arizona Medical Board

gls.azmd.gov
Printed on 10/21/19 @ 11:02

General Information

Shepherd G. Pryor MD
Valley Ent

License Number:
License Status: Active
Licensed Date: 01/28/2005
License Renewed: 06/17/2019
Due to Renew By: 07/10/2021
If not Renewed, License Expires: 11/10/2021

Education and Training

Medical School: RUSH MED COLL OF RUSH UNIV
Chicago, Illinois

Graduation Date: 06/09/2001

Residency: 06/30/2001 - 07/15/2005 (Otolaryngology)
MAYO SCHOOL OF GRADUATE EDUCATION
ROCHESTER, MN

Fellowship: 06/28/2006 - 06/30/2007 (Facial Plastic Surgery)
UNIV OF CALIF DAVIS MEDICAL CENTER
SAN DIEGO , CA

Area of Interest Otolaryngology
Area of Interest Plastic Surgery Within the Head & Neck (Otolaryngology)

The Board does not verify current specialties. For more information please see the American Board of Medical Specialties website at <http://www.abms.org> to determine if the physician has earned a specialty certification from this private agency.

Board Action

08/06/2019

Letter of Reprimand W Probation

A person may obtain additional public records related to any licensee, including dismissed complaints and non-disciplinary actions and orders, by making a written request to the Board. The Arizona Medical Board presents this information as a service to the public. The Board relies upon information provided by licensees to be true and correct, as required by statute. It is an act of unprofessional conduct for a licensee to provide erroneous information to the Board. The Board makes no warranty or guarantee concerning the accuracy or reliability of the content of this website or the content of any other website to which it may link. Assessing accuracy and reliability of the information obtained from this website is solely the responsibility of the user. The Board is not liable for errors or for any damages resulting from the use of the information contained herein.

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Board actions taken against physicians in the past 24 months are also available in a chronological list.

Credentials Verification professionals, please click [here](#) for information on use of this website.

1 BEFORE THE ARIZONA MEDICAL BOARD

2 In the Matter of

3 SHEPHERD G. PRYOR, M.D.

4 Holder of License No. 33720
5 For the Practice of Allopathic Medicine
6 In the State of Arizona.

Case No. MD-18-0552A

ORDER FOR LETTER OF REPRIMAND
AND PROBATION; AND CONSENT TO
THE SAME

7 Shepherd G. Pryor, M.D. ("Respondent") elects to permanently waive any right to a
8 hearing and appeal with respect to this Order for Letter of Reprimand and Probation;
9 admits the jurisdiction of the Arizona Medical Board ("Board"); and consents to the entry of
10 this Order by the Board.

11 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 number 33720 for the practice of
15 allopathic medicine in the State of Arizona.

16 3. The Board initiated case number MD-18-0552A after receiving a self-report
17 on June 11, 2018 from Respondent that he was alleged to have been impaired while
18 performing a surgical procedure on June 8, 2018. Respondent denied the allegation of
19 impairment, but acknowledged that he may have an issue with substance use.

20 4. Respondent subsequently underwent an inpatient evaluation at a Board-
21 approved facility. Based on the findings, the facility opined that Respondent was not safe
22 to practice, pending completion of inpatient treatment and post-treatment fitness for duty
23 assessment.

24 5. Respondent entered into an Interim Consent Agreement for Practice
25 Restriction, effective September 18, 2018.

SP

1 6. Respondent subsequently completed Inpatient treatment at a Board-
2 approved facility ("Facility") and was discharged with staff approval on October 27, 2018.
3 Based on Respondent's treatment and prognosis, the Facility opined that Respondent was
4 safe to practice, provided he enter into a monitoring agreement with the Board, and
5 comply with recommendations for aftercare

6 7. Respondent completed the evaluation as recommended followed by inpatient
7 treatment. Respondent met again with the PHP Contractor who agreed that Respondent
8 is safe to practice medicine, provided that Respondent enter into a five (5) year agreement
9 for PHP Participation.

10 8. On November 7, 2018, Respondent entered into an Interim Consent
11 Agreement for PHP participation, Respondent is in compliance with the terms of his PHP
12 monitoring.

13 9. On June 8, 2018, Respondent was performing an excision of a cervical node
14 on a 51 year-old male patient ("OS"). Hospital staff reported observing Respondent
15 appear to have difficulty suturing the wound and the anesthesiologist notified Hospital staff
16 that he suspected that Respondent might be impaired. Respondent left the Hospital
17 immediately after completing the procedure, but left behind his drink, cell phone and hat.
18 Respondent's drink was reported to smell of alcohol. During the course of the Board's
19 investigation, Respondent agreed that the drink contained alcohol.

20 10. The Board's Medical Consultant ("MC") reviewed the care provided to OS
21 and determined that Dr. Pryor deviated from the standard of care by performing surgery
22 while impaired. There was potential for patient harm in that the patient was at risk for an
23 adverse outcome from the procedure.

1 CONCLUSIONS OF LAW

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

4 b. The conduct and circumstances described above constitute unprofessional
5 conduct pursuant to A.R.S. § 32-1401(27)(f) ("A pattern of using or being under the
6 influence of alcohol or drugs or a similar substance while practicing medicine or to the
7 extent that judgment may be impaired and the practice of medicine detrimentally
8 affected.").

9 c. The conduct and circumstances described above constitute unprofessional
10 conduct pursuant to A.R.S. § 32-1401(27)(r) ("Committing any conduct or practice that is
11 or might be harmful or dangerous to the health of the patient or the public.").

12 ORDER

13 IT IS HEREBY ORDERED THAT:

- 14 1. Respondent is issued a Letter of Reprimand.
- 15 2. Respondent is placed on Probation for a period of five years¹ with the
16 following terms and conditions:
- 17 3. Respondent shall not consume alcohol or any food or other substance
18 containing poppy seeds or alcohol.
- 19 4. Respondent shall not take any illegal drugs or mood altering medications
20 unless prescribed for a legitimate therapeutic purpose.
- 21 5. Respondent shall continue to participate in any personalized aftercare
22 programs or activities as recommended by the Facility in its post-treatment discharge
23 summary including, but not limited to psychotherapy or group therapy as approved by the
24

25 _____
¹ Respondent's probation shall be retroactive to November 7, 2018.

1 PHP Contractor, and use of a Soberlink device. Respondent shall report on those
2 activities as requested by the PHP, including executing any releases necessary to allow
3 the PHP to monitor his participation and communicate directly with and obtain records
4 from the treating providers for those aftercare activities. Respondent shall be responsible
5 for all costs of aftercare, including costs associated with compliance of this Interim
6 Consent Agreement.

7 6. Respondent shall comply with the return to work recommendations,
8 including reduced hours and use of a PHP-approved worksite monitor as recommended by
9 the Facility in its post-treatment discharge summary. Respondent shall report on those
10 activities as requested by the PHP, including executing any releases necessary to allow
11 the PHP to monitor his compliance with this requirement and communicate directly with
12 and obtain records from his employer(s) and worksite monitor. Respondent shall be
13 responsible for all costs of compliance with this term, including the cost of complying with
14 the reporting requirements.

15 7. Respondent shall promptly obtain a Primary Care Physician ("PCP") and
16 shall submit the name of the physician to the PHP Contractor in writing for approval.
17 Except in an Emergency, Respondent shall obtain medical care and treatment only from
18 the PCP and from health care providers to whom the PCP refers Respondent. Respondent
19 shall promptly provide a copy of this Order to the PCP. Respondent shall also inform all
20 other health care providers who provide medical care or treatment that Respondent is
21 participating in the PHP. "Emergency" means a serious accident or sudden illness that, if
22 not treated immediately, may result in a long-term medical problem or loss of life.

23 8. All prescriptions for controlled substances shall be approved by the PHP
24 Contractor prior to being filled except in an Emergency. Controlled substances prescribed
25 and filled in an emergency shall be reported to the PHP within 48 hours. Respondent shall

1 take no Medication unless the PCP or other health care provider to whom the PCP refers
2 Respondent prescribes and the PHP Contractor approves the Medication. Respondent
3 shall not self-prescribe any Medication. "Medication" means a prescription-only drug,
4 controlled substance, and over-the counter preparation, other than plain aspirin, plain
5 ibuprofen, and plain acetaminophen.

6 9. If recommended by the PHP Contractor, Respondent shall attend a relapse
7 prevention outpatient program for a duration and frequency recommended by the PHP
8 Contractor, unless Respondent is excused by the relapse program facilitator for good
9 cause. The relapse prevention group facilitators shall submit monthly reports to the PHP
10 regarding Respondent's attendance and progress.

11 10. Respondent shall enter treatment with a PHP Contractor approved addiction
12 psychiatrist or addiction medicine specialist as recommended by the Facility in its post-
13 treatment discharge summary and shall comply with any and all treatment
14 recommendations, including taking any and all prescribed medications. Respondent shall
15 instruct the treating professional to submit quarterly written reports to the PHP regarding
16 diagnosis, prognosis, current medications, recommendation for continuing care and
17 treatment, and ability to safely practice medicine. The reports shall be submitted quarterly
18 to the PHP, the commencement of which to be determined by the PHP Contractor.
19 Respondent shall provide the psychiatrist with a copy of this Stipulated Rehabilitation
20 Agreement. Respondent shall pay the expenses for treatment and be responsible for
21 paying for the preparation of the quarterly reports. At the expiration of one year or anytime
22 thereafter, Respondent may submit a written request to the PHP Contractor requesting
23 termination of the requirement that Respondent remain in treatment with a psychiatrist.
24 The decision to terminate will be based in part upon the treating psychiatrist's
25 recommendation for continued care and treatment.

1 11. If requested by the PHP and not already completed, Respondent shall attend
2 ninety 12-step meetings or other self-help group meetings appropriate for substance
3 abuse and approved by the PHP, for a period of ninety days. Upon completion of the
4 ninety meetings in ninety days, Respondent shall participate in a 12-step recovery
5 program or other self-help program appropriate for substance abuse as recommended by
6 the PHP. Respondent shall attend a minimum of three 12-step or other self-help program
7 meetings per week. Two meetings per month must be Caduceus meetings. Respondent
8 must maintain a log of all self-help meetings.

9 12. Respondent shall submit to random biological fluid, hair and/or nail testing for
10 the remainder of this Order (as specifically directed below) to ensure compliance with the
11 PHP.

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

21 14. Respondent shall provide the PHP Contractor with written notice of any plans
22 to travel out of state.

23 15. If not already completed, Respondent shall successfully complete a PHP
24 approved 36 hour alcohol/drug awareness education class.

1 16. Respondent shall immediately notify the Board and the PHP Contractor in
2 writing of any change in office or home addresses and telephone numbers.

3 17. Respondent provides full consent for the PHP Contractor to discuss the
4 Respondent's case with the Respondent's PCP or any other health care providers to
5 ensure compliance with the PHP.

6 18. The relationship between the Respondent and the PHP Contractor is a direct
7 relationship. Respondent shall not use an attorney or other intermediary to communicate
8 with the PHP Contractor on participation and compliance issues. All inquiries must be
9 directed to Board staff.

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

16 20. Respondent shall appear in person before with the PHP Contractor for
17 interviews upon request, upon reasonable notice.

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

1 22. 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 Contractor
5 regarding Respondent's attendance, participation, and monitoring. The monitoring state's
6 program and Respondent shall immediately notify the PHP Contractor if Respondent is
7 non-compliant with any aspect of the monitoring requirements or is required to undergo
8 any additional treatment.

9 23. The PHP Contractor shall immediately notify the Board if Respondent is non-
10 compliant with any aspect of this Order or is required to undergo any additional treatment.

11 24. In the event of a chemical dependency relapse by Respondent or
12 Respondent's use of controlled substances or alcohol in violation of this Order,
13 Respondent shall promptly enter into an Interim Consent Agreement for Practice
14 Restriction that requires, among other things, that Respondent not practice medicine until
15 such time as Respondent successfully completes long-term inpatient treatment designated
16 by the PHP Contractor and obtains affirmative approval from the Executive Director, in
17 consultation with the Lead Board Member and Chief Medical Consultant, to return to the
18 practice of medicine. Prior to approving Respondent's request to return to the practice of
19 medicine, Respondent may be required to undergo any combination of physical
20 examinations, psychiatric or psychological evaluations. In no respect shall the terms of this
21 paragraph restrict the Board's authority to initiate and taken disciplinary action for any
22 violation of this Order.

23 25. Respondent shall obey all state, federal and local laws, all rules governing
24 the practice of medicine in Arizona, and remain in full compliance with any court ordered
25 criminal probation, payments and other orders.

1 26. Prior to the termination of Probation, Respondent must submit a written
2 request to the Board for release from the terms of this Order. Respondent's request for
3 release will be placed on the next pending Board agenda, provided a complete submission
4 is received by Board staff no less than 30 days prior to the Board meeting. Respondent's
5 request for release must provide the Board with evidence establishing that he/she has
6 successfully satisfied all of the terms and conditions of this Order. The Board has the sole
7 discretion to determine whether all of the terms and conditions of this Order have been
8 met or whether to take any other action that is consistent with its statutory and regulatory
9 authority.

10 27. This Order supersedes any and all Consent Agreements previously entered
11 into by Respondent and the Board regarding this matter.

12 28. The Board retains jurisdiction and may initiate new action against
13 Respondent based upon any violation of this Order. A.R.S. § 32-1401(27)(s).

14 DATED AND EFFECTIVE this 10th day of August, 2019.

15 ARIZONA MEDICAL BOARD

16
17 By Patricia E. McSorley
18 Patricia E. McSorley
19 Executive Director

20 **CONSENT TO ENTRY OF ORDER**

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

24 2. Respondent acknowledges and agrees that this Order is entered into freely
25 and voluntarily and that no promise was made or coercion used to induce such entry.

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

5 4. The Order is not effective until approved by the Board and signed by its
6 Executive Director.

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

13 6. Upon signing this agreement, and returning this document (or a copy thereof)
14 to the Board's Executive Director, Respondent may not revoke the consent to the entry of
15 the Order. Respondent may not make any modifications to the document. Any
16 modifications to this original document are ineffective and void unless mutually approved
17 by the parties.

18 7. This Order is a public record that will be publicly disseminated as a formal
19 disciplinary action of the Board and will be reported to the National Practitioner's Data
20 Bank and on the Board's web site as a disciplinary action.

21 8. If any part of the Order is later declared void or otherwise unenforceable, the
22 remainder of the Order in its entirety shall remain in force and effect.


23 9. If the Board does not adopt this Order, Respondent will not assert as a
24 defense that the Board's consideration of the Order constitutes bias, prejudice,
25 prejudgment or other similar defense.

Sr

1 10. Any violation of this Order constitutes unprofessional conduct and may result
2 in disciplinary action. A.R.S. § § 32-1401(27)(s) ("Violating a formal order, probation,
3 consent agreement or stipulation issued or entered into by the board or its executive
4 director under this chapter.") and 32-1451.

5 11. Respondent acknowledges that, pursuant to A.R.S. § 32-2501(16),
6 Respondent cannot act as a supervising physician for a physician assistant while
7 Respondent's license is on probation.

8 12. *Respondent has read and understands the conditions of Probation.*

9
10 
10 SHEPHERD G. PRYOR, M.D.

DATED: 7/31/19


11 EXECUTED COPY of the foregoing mailed
12 this 10th day of AUGUST, 2019 to:

13 Steve Myers, Esq.
14 Mitchell Stein Carey Chapman, PC
15 One Renaissance Square
15 2 North Central Avenue, Suite 1450
15 Phoenix, AZ 85004

16 PHP Contractor
16 Address of Record

17 ORIGINAL of the foregoing filed
18 this 10th day of AUGUST, 2019 with:

19 Arizona Medical Board
20 1740 West Adams, Suite 4000
20 Phoenix, Arizona 85007

21 
22 Michelle Hobbs
22 Board staff