

COMMONWEALTH OF KENTUCKY
BOARD OF MEDICAL LICENSURE
CASE NO. 2085

JUN 15 2023

K.B.M.L.

IN RE: THE LICENSE TO PRACTICE MEDICINE IN THE COMMONWEALTH OF KENTUCKY HELD BY CHRISTOPHER A. MANGER, M.D., LICENSE NO. 36844, 1235 LONGMEADOW WAY, EVANSVILLE, INDIANA 47725

AGREED ORDER

Come now the Kentucky Board of Medical Licensure (hereafter “the Board”), acting by and through its Hearing Panel A, and Christopher A. Manger, M.D., (hereafter “the licensee”), and, based upon their mutual desire to resolve this pending case, hereby ENTER INTO the following **AGREED ORDER**:

STIPULATIONS OF FACT

The parties stipulate the following facts, which serve as the factual bases for this Agreed Order:

1. At all relevant times, Christopher A. Manger, M.D., was licensed by the Board to practice medicine within the Commonwealth of Kentucky.
2. The licensee’s medical specialty is Emergency Medicine.
3. The licensee was referred to the Kentucky Physicians Health Foundation (“KPHF”) by the Indiana State Medical Association Physician Assistance Program (“ISMA PAP”). The licensee contacted KPHF in February of 2022, while he was in residential treatment at Positive Sobriety Institute (“PSI”).
4. On or about May 5, 2022, Tina F. Simpson, M.D., Medical Director of KPHF, met with the licensee and obtained a detailed history of the events that led to his involvement with ISMA PAP. She learned that in January of 2022, suspicion of

impairment was raised by other staff at the hospital. The licensee was tested and had a positive blood alcohol level, at which time he was referred to ISMA PAP.

5. The licensee completed an evaluation at PSI and was diagnosed with Alcohol Use Disorder. His evaluating team recommended physician-level residential treatment.
6. On or about March 25, 2022, the licensee completed treatment at PSI.
7. On or about March 30, 2022, the licensee entered a primary aftercare contract with ISMA PAP.
8. The licensee entered into a Piggyback Contract with KPHF's program so it could obtain ongoing compliance reports. A July report from ISMA PAP indicated he was still in compliance with its directives.
9. On or about October 7, 2022, ISMA PAP informed KPHF that it had terminated the licensee's monitoring agreement and participation in its program, on or about August 22, 2022, due to his non-compliance.
10. On or about October 10, 2022, KPHF reported to the Board that the licensee had been terminated from his monitoring agreement with ISMA PAP.
11. ISMA PAP provided chronological documentation of its contacts with the licensee as follows:
 - a. 4/11/22 Participant (Part) did not check in to Affinity. Affinity is the professional compliance monitoring system that IN PAP uses. Participants must check in daily and must not miss more than three check-ins in a six-month period.
 - b. 4/12/22 Part did not check in to Affinity.
 - c. 4/13/22 Part did not check in to Affinity (third miss, final warning, and extra test added).
 - d. 4/28/22 Part was selected to test, did not test (self-tested next day).

- e. 7/5/22 Part sent the following email to case manager (Cm) "do I need an attorney to appeal my coercion into the program? Thanks."
- f. 7/6/22 phone call with Part who expressed monitoring is "excessive", would get an attorney, and hung up on Cm.
- g. 7/8/22 Cm sent message to Part asking if he completed PSI 1-day follow-up that was to have been completed by 6/25/22. Part said no. PSI is the treatment provider and completing the follow up by a certain date was a requirement of the monitoring agreement.
- h. 7/12/22 message to Part asking if he completed PSI 1-day f/u and that writer will need f/u prior to next meeting with Cm on 8/4.
- i. 7/13/22 Part sent message stating he has a message into them. Stated "I need to figure out who the wizard behind the curtain is driving all of this. My only short-term goal is stopping affinity fleecing me. Thanks."
- j. 7/28/22 Sent reminder of 8/4 appointment with Cm and instructions for how to join meeting. This appointment was originally scheduled on 6/9/22 and meeting is a requirement of Part's contract.
- k. 7/30/22 Part stated he can't attend and will have to reschedule. Part did not offer dates for rescheduling.
- l. 8/2/22 Email from Part stating "Thanks for responding. I am suspending paying of all fees until I learn the true status that I've been asking about for months. My lawyer will be looking into it so I can possibly follow a treatment plan if my choosing without Affinity. Meanwhile everything else is going well. Thanks."
- m. 8/2/22 Cm sent the following: "Dr. Manger - I'm not sure what you mean by suspending payment of fees. Affinity is what all our participants in monitoring use and I do not foresee that changing. Are you stating that you do not plan on continuing monitoring with ISMA PAP?"
- n. 8/3/22 Part sent "I will let you know after I confer with my attorney. If there has been no report I'm simply throwing money around for no reason. I will also consult PSI to see if sober link, Caduceus, and PSI follow up will suffice for my peculiar case. For now I am remaining. Thanks."
- o. 8/3/22 Cm sent "Dr. Manger, In order to maintain compliance with your contract, the following items need to be completed no later than 8/19/22: 1) Complete one scheduled meeting with ISMA PAP case manager and program coordinator; this meeting may not be rescheduled 2) Provide confirmation of PSI one-day follow-up date, follow-up visit to be completed no later than 8/19/22."

- p. 8/7/22 Part was selected to test, did not enter monitoring interruption request, did not test, did not notify Cm. Advised by Affinity he should contact Cm. Part did not notify as requested/required.
- q. 8/8/22 Received message from Participant questioning randomness of tests. Cm provided education and advised that test needed to be completed on 8/8 or Peth will be scheduled. Part did not test. Part did not reschedule appointment with Cm as required.
- r. 8/9/22 Part notified Cm that he would not complete 8/8 UDS. Stated PSI follow-up would take place on 8/10. ROI's sent to Part. Part to provide update to Cm that follow-up has been completed by 8/19/22.
- s. 8/10/22 Peth scheduled as Part did not complete 8/8 test. Confirmed that Part had not attended mandatory aftercare with PSI since 7/12/22.
- t. 8/19/22 Part did not re-schedule missed 8/4 appt with Cm nor notify if he completed one day follow-up with PSI.
 - i. Did not reschedule mandatory 8/4/22 meeting
 - ii. Did not provide confirmation of PSI follow-up from 8/10
 - iii. No show for 8/6 (Saturday) random UDS, instructed to complete UDS on 8/8, the following Monday, did not complete either
 - 1. Due to non-compliance of 8/6 and 8/8 screens, Peth test requested for 8/10

12. On or about October 12, 2022, Stephen Manley spoke on the phone with licensee to discuss licensee's opportunity to respond to the Board concerning his issues with the ISMA PAP and the termination of his monitoring agreement.

13. On or about November 2, 2022, the licensee responded as follows:

Covid in Nov-Jan 2021-2022 was a nightmare for me (ER frontline work). Delta wave was hitting Louisville area hard and I was overstressed and overworked (9 12hr shifts in 11 days over Christmas). My coping with alcohol during off hours became unmanageable and I developed suicidal thoughts. My transgression was an awful hangover where I tested .04 and the CEO of the hospital I was working in did not feel I was impaired. I worked the shift with CEO's approval without incident. It was the next day when I was called by my site medical director and regional medical director who suggested I take a leave of absence and get some help. I did voluntarily. I'm much better. The dismissal from ISMA is officially for missing one follow up meeting. The "non-compliance" was not missing a test or failing

a test or anything similar. I am now doing a soberlink of my own volition (4 times daily) to prove my dedication to remaining alcohol-free. I am still attending follow up meetings with PSI and attending Caduceus meetings. I no longer resent unvaccinated patients for getting sick. That was probably my biggest impairment. My practice of medicine is better than ever, with many references available upon request. If indeed this was indeed a "once-in-a-lifetime pandemic", I think it's reasonable to accept I had a once-in-a-lifetime maladaptation. Thanks.

14. On or about February 8, 2023, the Board issued an Emergency Order of Restriction and a Complaint based upon the above facts.
15. On or about April 4, 2023, the licensee met with Dr. Simpson and on or about April 6, 2023, he entered into an aftercare and monitoring contract with KPHF. The components are as follows:
 - a. Documented attendance at no less than 12 recovery meetings per month;
 - b. Ongoing relationship with a 12-Step sponsor;
 - c. Individual therapy;
 - d. Participation in a healthcare professionals aftercare group;
 - e. Medication management with an addiction psychiatrist;
 - f. Random, observed drug screens and alcohol determinations; and
 - g. Professional accountability obtained through interval reports from a contact at his primary work site.
16. By her letter of April 12, 2023, Dr. Simpson explained that the licensee has entered into a contract with KPHF and it endorses his return to practice. With the above-noted parameters in place, KPHF does not believe he poses any undue risk to his patients or the public.
17. The licensee now agrees to enter into this Agreed Order to resolve this pending case.

STIPULATED CONCLUSIONS OF LAW

The parties stipulate the following Conclusions of Law, which serve as the legal bases for this Agreed Order:

1. The licensee's Kentucky medical license is subject to regulation and discipline by the Board.
2. Based upon the Stipulations of Fact, the licensee has engaged in conduct which violates the provisions of KRS 311.595(7). Accordingly, there are legal grounds for the parties to enter into this Agreed Order.
3. Pursuant to KRS 311.591(6) and 201 KAR 9:082, the parties may fully and finally resolve this pending case by entering into an informal resolution such as this Agreed Order.

AGREED ORDER

Based upon the foregoing Stipulations of Fact and Stipulated Conclusions of Law, and, based upon their mutual desire to fully and finally resolve the pending case, the parties hereby ENTER INTO the following **AGREED ORDER**:

1. The license to practice medicine held by Christopher A. Manger, M.D., is hereby PLACED ON PROBATION FOR A PERIOD OF FIVE (5) YEARS, with that period of probation to become effective immediately upon the filing of this Agreed Order.
2. During the effective period of this Agreed Order, the licensee's medical license SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:
 - a. The licensee SHALL enter into and maintain a contractual relationship with the Kentucky Physicians Health Foundation and shall fully comply with all requirements of that contractual relationship;

- i. The licensee SHALL completely abstain from the consumption of mood-altering substances, including alcohol, except as prescribed by a duly licensed practitioner for a documented legitimate medical purpose. The licensee SHALL ensure that any such medical treatment and prescribing is reported directly to the Board in writing by his treating physician within ten (10) days after the date of treatment. The licensee SHALL inform the treating physician of this responsibility and ensure timely compliance. The licensee's failure to inform the treating physician of this responsibility SHALL be considered a violation of this Agreed Order;
 - ii. The licensee SHALL be subject to periodic, unannounced breathalyzer, blood and urine alcohol and/or drug analysis as desired by the Board, and under the conditions specified by the Board's testing agent, the purpose being to ensure that the licensee remain drug and/or alcohol-free. The cost of such breathalyzer, blood and urine alcohol and/or drug analyses and reports SHALL be paid by the licensee, and the licensee SHALL pay those costs under the terms fixed by the Board's agent for testing. The licensee's failure to fully reimburse the Board's agent within that time frame SHALL constitute a violation of this Agreed Order;
 - iii. Regardless of any term or condition to the contrary within his KPHF contract, the licensee SHALL NOT miss a check-in or call-in to determine whether the licensee shall be subject to a screen. The licensee expressly understands and agrees that his failure to check-in, call-in or be screened SHALL constitute a violation of this Agreed Order; and
 - b. The licensee SHALL NOT violate any provision of KRS 311.595 and/or 311.597.
3. The licensee expressly agrees that if he should violate any term or condition of this Agreed Order, the licensee's practice will constitute an immediate danger to the public health, safety, or welfare, as provided in KRS 311.592 and 13B.125. The parties further agree that if the Board should receive information that he has violated any term or condition of this Agreed Order, the Panel Chair is authorized by law to enter an Emergency Order of Suspension or Restriction immediately upon a finding of probable cause that a violation has occurred, after an *ex parte*

presentation of the relevant facts by the Board's General Counsel or Assistant General Counsel. If the Panel Chair should issue such an Emergency Order, the parties agree and stipulate that a violation of any term or condition of this Agreed Order would render the licensee's practice an immediate danger to the health, welfare and safety of patients and the general public, pursuant to KRS 311.592 and 13B.125; accordingly, the only relevant question for any emergency hearing conducted pursuant to KRS 13B.125 would be whether the licensee violated a term or condition of this Agreed Order.

4. The licensee understands and agrees that any violation of the terms of this Agreed Order would provide a legal basis for additional disciplinary action, including revocation, pursuant to KRS 311.595(13), and may provide a legal basis for criminal prosecution.

SO AGREED on this _____ day of April, 2023.

FOR THE LICENSEE:



CHRISTOPHER A. MANGER, M.D.



BETH H. MCMASTERS
COUNSEL FOR THE LICENSEE

FOR THE BOARD:



WAQAR A. SALEEM, M.D.
CHAIR, HEARING PANEL A




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WAIVER OF RIGHTS

I, Christopher A. Manger, M.D., am presently the Respondent in Kentucky Board of Medical Licensure Case No. 2085. I understand that, under 201 KAR 9:082, I must waive certain rights if I wish to resolve this matter by informal dispensation. Accordingly, I WAIVE my right to raise any constitutional, statutory or common law objection(s) I may have to the Hearing Panel rejecting the proposed informal dispensation or to the curtailment of such a settlement by the Board's General Counsel or Assistant General Counsel.

Furthermore, if the Hearing Panel accepts the proposed Agreed Order as submitted, I WAIVE my right to demand an evidentiary hearing or to raise additional constitutional or statutory objections in this matter. However, if the Hearing Panel should reject the proposed Agreed Order, I understand that further proceedings will be conducted in accordance with KRS 311.530 *et seq.* and I will have the right to raise any objections normally available in such proceedings.

Executed this _____ day of April, 2023.



CHRISTOPHER A. MANGER, M.D.
Respondent

COUNSEL FOR THE RESPONDENT