

1 **BEFORE THE ARIZONA MEDICAL BOARD**

2 In the Matter of

3 **SEAN P. ELLIOTT, M.D.**

4 Holder of License No. 27986
5 For the Practice of Allopathic Medicine
6 In the State of Arizona.

Case No. MD-19-0044A

**INTERIM CONSENT AGREEMENT
FOR PRACTICE RESTRICTION**

7 **INTERIM CONSENT AGREEMENT**

8 Sean P. Elliot, 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. 27986 for the practice of allopathic
15 medicine in the State of Arizona.

16 3. The Board initiated case number MD-19-0044A after receiving notification
17 from the Board’s Physician Health Program (“PHP”) Contractor that Respondent tested
18 positive for alcohol in violation of a Stipulated Rehabilitation Order (“SRA”) entered in MD-
19 17-1222A.

20 4. Respondent voluntarily enrolled in an intensive, in-patient evaluation at a
21 Board-approved facility. Based on the evaluation findings and results, the facility opined
22 that Respondent may have had an inadvertent exposure to alcohol, causing the positive
23 test results. The facility made recommendations for ongoing monitoring and participation
24 in aftercare activities.

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1 5. On March 9, 2019 the Contractor notified the Board that Respondent tested
2 positive a second time. The Contractor opined that Respondent was not safe to practice
3 and recommended that Respondent enroll in an inpatient treatment program at a Board-
4 approved facility.

5 6. The aforementioned information was presented to the investigative staff, the
6 medical consultant and the lead Board member. All reviewed the information and concur
7 that the interim consent agreement to restrict Respondent's practice is appropriate.

8 7. The investigation into this matter is pending and will be forwarded to the
9 Board promptly upon completion for review and action.

10 **INTERIM CONCLUSIONS OF LAW**

11 1. The Board possesses jurisdiction over the subject matter hereof and over
12 Respondent.

13 2. Pursuant to A.R.S. § 32-1405(C)(25) the Executive Director has authority to
14 enter into a consent agreement when there is evidence of danger to the public health and
15 safety.

16 3. Pursuant to A.A.C. R4-16-504, the Executive Director may enter into an
17 interim consent agreement when there is evidence that a restriction is needed to mitigate
18 imminent danger to the public's health and safety. Investigative staff, the Board's medical
19 consultant and the lead Board member have reviewed the case and concur that an interim
20 consent agreement is appropriate.

21 **INTERIM ORDER**

22 IT IS HEREBY ORDERED THAT:

23 1. Respondent is prohibited from engaging in the practice of medicine in the
24 State of Arizona as set forth in A.R.S. § 32-1401(22) until Respondent applies to the
25 Executive Director and receives permission to do so.

1 2. Respondent may request, in writing, release and/or modification of this
2 Interim Consent Agreement. Respondent may not request release from or modification of
3 this Interim Consent Agreement for Practice Restriction until he has completed an
4 intensive outpatient treatment program at a Board-approved facility and has been
5 discharged with staff approval. The Executive Director, in consultation with and
6 agreement of the lead Board member and the Chief Medical Consultant, has the discretion
7 to determine whether it is appropriate to release Respondent from this Interim Consent
8 Agreement.

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

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

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

23 6. Respondent shall immediately notify the Board and the PHP in writing of any
24 change in office or home addresses and telephone numbers.

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

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

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

14 10. 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 additional
16 treatment.

17 11. 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 12. 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.

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

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4 DATED this 5th day of April, 2019.

5 ARIZONA MEDICAL BOARD

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

Respondent understands and agrees that:

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

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

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

4. Respondent understands that this Interim Consent Agreement does not constitute a dismissal or resolution of this matter or any matters that may be currently pending before the Board and does not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction regarding this or any other pending or future investigations, actions, or proceedings. Respondent also understands that acceptance of this Interim Consent Agreement does not preclude any other agency, subdivision, or officer of this State from instituting civil or criminal proceedings with respect to the conduct that is the subject of this Interim Consent Agreement. Respondent further does not

1 relinquish Respondent's rights to an administrative hearing, rehearing, review,
2 reconsideration, judicial review or any other administrative and/or judicial action,
3 concerning the matters related to a final disposition of this matter, unless Respondent
4 affirmatively does so as part of the final resolution of this matter.

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

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

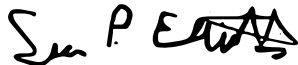
12 7. Respondent understands and agrees that if the Board's Executive Director
13 does not adopt this Interim Consent Agreement, Respondent will not assert in any future
14 proceedings that the Board's consideration of this Interim Consent Agreement constitutes
15 bias, prejudice, prejudgment, or other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

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

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

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

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11 _____
12 SEAN P. ELLIOT, M.D.

DATED: 03/22/2019

13
14 EXECUTED COPY of the foregoing e-mailed
15 this 22 day of April, 2019 to:

16 Jessica Miller, Esq.
17 Attorney for Respondent
18 Address of Record

19 ORIGINAL of the foregoing filed
20 this 22 day of April, 2019 with:

21 Arizona Medical Board
22 1740 West Adams, Suite 4000
23 Phoenix, Arizona 85007

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25 _____
Board staff