

1 **BEFORE THE ARIZONA REGULATORY BOARD**
2 **OF PHYSICIAN ASSISTANTS**

3 In the Matter of

4 **NORA D. ELLIS, PA-C**

5 Holder of License No. **3675**
6 For the Performance of Health Care Tasks
7 In the State of Arizona.

Case No. PA-15-0102A

**INTERIM CONSENT AGREEMENT
FOR PRACTICE LIMITATION AND
ASSESSMENT**

(Non-Disciplinary)

8 **INTERIM CONSENT AGREEMENT**

9 Nora D. Ellis, P.A. ("Respondent") elects to permanently waive any right to a
10 hearing and appeal with respect to this Interim Consent Agreement for Practice Limitation
11 and Assessment; admits the jurisdiction of the Arizona Regulatory Board of Physician
12 Assistants ("Board"); and consents to the entry of this Order by the Board.

13 **INTERIM FINDINGS OF FACT**

14 1. The Board is the duly constituted authority for the regulation and control of
15 the performance of health care tasks in the State of Arizona.

16 2. Respondent is the holder of License No. 3675 for the performance of health
17 care tasks in the State of Arizona.

18 3. On September 13, 2014, the Board received a complaint from a patient
19 alleging that Respondent inappropriately performed a dermatologic procedure and
20 appeared to be impaired during an appointment on August 26, 2015.

21 4. On September 14, 2015, Board staff confirmed that Respondent had been
22 terminated from a dermatology practice. Respondent asserts that she was terminated
23 because her medical condition interfered with her job performance.

24 5. On October 2, 2015, Board staff interviewed Respondent and presented her
25 with a referral for assessment with the Board's Physician Health Program ("PHP").

1 Respondent indicated that she would not be able to undergo the assessment at that time
2 due to financial concerns.

3 6. On October 6, 2015, Respondent was issued an Interim Order for PHP
4 assessment directing her to complete the assessment within ten (10) days.

5 7. On October 13, 2015, Respondent reported to Board staff that she would not
6 be able to complete the assessment by the prescribed deadline due to the aforementioned
7 financial concerns.

8 8. On October 16, 2015, Respondent asserted to Board staff that she has a
9 medical condition for which she is receiving treatment.

10 9. The aforementioned information was presented to the Board's Investigative
11 Staff, the acting Chief Medical Consultant and the Executive Director. All reviewed the
12 information and concur that an interim consent agreement to limit Respondent's practice is
13 appropriate.

14 **INTERIM CONCLUSIONS OF LAW**

15 1. The Board possesses jurisdiction over the subject matter hereof and over
16 Respondent.

17 2. Pursuant to A.R.S. § 32-2505(C)(18) the Executive Director has the authority
18 to enter into stipulated agreements on behalf of the board with persons under the
19 jurisdiction of the board for the treatment, rehabilitation or monitoring of chemical
20 substance abuse or misuse.

21 3. Additionally and pursuant to A.R.S. § 32-2505(C)(23), the Executive Director
22 has the authority to enter into consent agreements to limit a physician assistant's practice
23 if there is evidence of danger to the public health and safety.

24

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1 **INTERIM ORDER**

2 IT IS HEREBY ORDERED THAT:

3 1. Respondent is prohibited from engaging in the performance of health care
4 tasks in the State of Arizona as set forth in A.R.S. § 32-2501(13) until she applies to the
5 Executive Director and receives affirmative permission to do so as stated in paragraph 5
6 below. Respondent may not apply for relief from this Interim Consent Agreement until she
7 has completed a current health assessment administered through the Board's Physician
8 Health Program ("PHP") Contractor, Greenberg and Sucher, P.C. and the Board is in
9 receipt of the assessment report and recommendations. The assessment report must
10 specifically address Respondent's ability to safely and competently perform health care
11 tasks.

12 2. Respondent is responsible for all expenses relating to the assessment and
13 any subsequent recommended evaluation and/or treatment. Respondent is also required
14 to pay a minimum fee which is due and payable at the time of the assessment.

15 3. The PHP is a representative of the Board and, as such, failure to comply
16 with any aspect of the assessment is considered an act of unprofessional conduct under
17 A.R.S. § 32-2501(18)(z). It is also an act of unprofessional conduct to violate or attempt to
18 violate a Board Order. A.R.S. § 32-2501(18)(dd).

19 4. The relationship between Respondent and the PHP is a direct relationship.
20 Respondent shall not be accompanied by an attorney or other intermediary during the
21 course of the assessment.

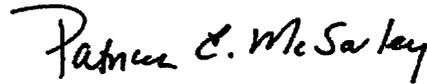
22 5. Once all of the requirements set forth in paragraph 1 have been met,
23 Respondent may request, in writing, release and/or modification from this Interim Consent
24 Agreement. The Executive Director, in consultation with and agreement of the
25

1 Investigative Staff and Chief Medical Consultant, has the sole discretion to determine
2 whether it is appropriate to release Respondent from this Interim Consent Agreement.

3 6. This Interim Consent Agreement is not a final decision by the Board
4 regarding the pending investigative file and as such is subject to further consideration by
5 the Board. In addition, the Board retains jurisdiction and may initiate a separate
6 disciplinary action based on the facts and circumstances that form the basis for this
7 practice limitation or any violation of this Interim Consent Agreement.

8
9 DATED this 16th day of October, 2015.

11 ARIZONA REGULATORY BOARD OF
12 PHYSICIAN ASSISTANTS

13 

14 By _____
15 Patricia E. McSorley
16 Executive Director

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18 **CONSENT TO ENTRY OF ORDER**

19 1. Respondent has read and understands this Interim Consent Agreement for
20 Practice Limitation. Respondent acknowledges she has the right to consult with legal
21 counsel regarding this matter.

22 2. Respondent acknowledges and agrees that this Interim Consent Agreement
23 is entered into freely and voluntarily and that no promise was made or coercion used to
24 induce such entry.

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

6 4. The Interim Consent Agreement is not effective until approved and signed by
7 the Executive Director.

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

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

19 7. This Interim Consent Agreement is a public record that will be publicly
20 disseminated as a formal ***non-disciplinary*** action of the Board.

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

24 9. Any violation of this Interim Consent Agreement constitutes unprofessional
25 conduct and may result in disciplinary action. A.R.S. § 32-2501(18)(dd) ("[v]iolating a

1 formal order, probation, consent agreement or stipulation issued or entered into by the
2 board or its executive director under this chapter.”).

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NORA D. ELLIS, PA-C

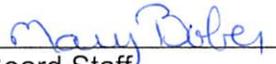
DATED: 10/16/2015

6 EXECUTED COPY of the foregoing e-mailed
7 this 16th day of October, 2015 to:

8 Nora D. Ellis, PA-C
9 Address of Record
10 Greenberg and Sucher, P.C.
11 Address of Record

12 ORIGINAL of the foregoing filed
13 this 16th day of October, 2015 with:

14 Arizona Medical Board
15 9545 E. Doubletree Ranch Road
16 Scottsdale, AZ 85258

17 
18 _____
19 Board Staff

20 The above is my electronic signature

21 Nora D Ellis , PA-C