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

In the Matter of
DENNIS J. CAMMARANO, P.A.
Holder of License No. 2249
For the Performance of Healthcare Tasks
In the State of Arizona.

Case No. PA-15-0018A
**INTERIM CONSENT AGREEMENT FOR
PRACTICE RESTRICTION**

Dennis J. Cammarano, P.A. ("Respondent") elects to permanently waive any right to a hearing and appeal with respect to this Interim Consent Agreement for Practice Restriction and consents to the entry of this Order by the Arizona Regulatory Board of Physicians Assistants ("Board").

INTERIM FINDINGS OF FACT

1. The Board is the duly constituted authority for the regulation and control of physician assistants in the State of Arizona.
2. Respondent is the holder of License No. 2249 for the performance of healthcare tasks in the State of Arizona.
3. The Board initiated case number PA-15-0018A after receiving a report from the Pima County Adult Probation that Respondent is being supervised by Pima County in a case arising out of Santa Cruz County, Arizona. Namely, on April 21, 2014, Respondent pled guilty to Amended Count 1, Endangerment, a class 6 Felony and Amended Count 2, having an alcohol concentration of .08 while driving or being in actual physical control of a vehicle, a Class 1 Misdemeanor in violation of the Arizona Revised Statutes. Also, the Pima County Adult Probation report stated that Respondent has a history of arrests for Driving Under the Influence ("DUI").

- 1 2. If further monitoring is recommended, Respondent shall enroll in the
2 Board's PHP within 5 days of the recommendation to do so. Respondent must comply
3 with all the terms and conditions of PHP monitoring, including at a minimum the following:
- 4 i. Respondent shall not consume alcohol or any food or other substance
5 containing poppy seeds or alcohol.
 - 6 ii. Respondent shall not take any illegal drugs or mood altering medications.
 - 7 iii. All prescriptions for controlled substances shall be approved by the PHP
8 prior to being filled except in an Emergency. Controlled substances
9 prescribed and filled in an emergency shall be reported to the PHP within
10 48 hours. Respondent shall take no Medication unless the Primary Care
11 Physician ("PCP") or other health care provider to whom the PCP refers
12 Respondent prescribes and the PHP approves the Medication. Respondent
13 shall not self-prescribe any Medication. "Medication" means a prescription-
14 only drug, controlled substance, and over-the counter preparation, other
15 than plain aspirin, plain ibuprofen, and plain acetaminophen. Respondent
16 shall submit to random biological fluid, hair and nail testing to ensure
17 compliance with PHP.
 - 18 iv. Respondent shall provide the PHP in writing with one telephone number
19 that shall be used to contact Respondent on a 24 hour per day/seven day
20 per week basis to submit to biological fluid, hair and nail testing to ensure
21 compliance with PHP. For the purposes of this section, telephonic notice
22 shall be deemed given at the time a message to appear is left at the contact
23 telephone number provided by Respondent. Respondent authorizes any
24 person or organization conducting tests on the collected samples to provide
25 testing results to the PHP. Respondent shall comply with all requirements

- 1 for biological fluid, hair and nail collection. Respondent shall pay for all
2 costs for the testing.
- 3 v. Respondent shall provide the PHP with written notice of any plans to travel
4 out of state.
- 5 vi. Respondent shall successfully complete a PHP approved alcohol/drug
6 awareness education class with hours to be directed by PHP.
- 7 vii. Respondent must provide full consent for the PHP to discuss the
8 Respondent's case with the Respondent's PCP or any other health care
9 providers to ensure compliance with PHP.
- 10 viii. The relationship between the Respondent and the PHP is a direct
11 relationship. Respondent shall not use an attorney or other intermediary to
12 communicate with the PHP on participation and compliance issues.
- 13 ix. Respondent shall be responsible for all costs, including PHP costs
14 associated with participating in PHP at the time service is rendered, or
15 within 30 days of each invoice sent to the Respondent. An initial deposit of
16 two months PHP fees is due upon entering the program. Failure to pay
17 either the initial PHP deposit or monthly fees 60 days after invoicing will be
18 reported to the Board by the PHP and may result in disciplinary action up to
19 and including revocation.
- 20 x. Respondent shall immediately provide a copy of this Interim Consent
21 Agreement to all employers, hospitals and free standing surgery centers
22 where Respondent currently has or in the future gains employment or
23 privileges. Within 30 days of the date of this Interim Consent Agreement,
24 Respondent shall provide the PHP with a signed statement of compliance
25 with this notification requirement. Respondent is further required to notify,

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in writing, all employers, hospitals and free standing surgery centers where Respondent currently has or in the future gains employment or privileges of a violation of this Interim Consent Agreement.

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

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

3. Once all of the terms and conditions of this Interim Consent Agreement have been met, Respondent may request, in writing, release and/or modification of this Interim Consent Agreement. The Executive Director has the discretion to determine whether it is appropriate to release Respondent from this Interim Consent Agreement.

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

5. Because this is an Interim Consent Agreement and not a final decision by the Board regarding the pending investigation, it is subject to further consideration by the

1 Board. Once the investigation is complete, it will be promptly provided to the Board for its
2 review and appropriate action.

3 6. This Interim Consent Agreement shall be effective on the date signed by
4 the Board's Executive Director.

5 **RECITALS**

6 Respondent understands and agrees that:

7 1. The Board, through its Executive Director, may adopt this Interim Consent
8 Agreement, or any part thereof, pursuant to A.R.S. § 32-2505(C)(18).

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

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

19 4. Respondent understands that this Interim Consent Agreement does not
20 constitute a dismissal or resolution of this matter or any matters that may be currently
21 pending before the Board and does not constitute any waiver, express or implied, of the
22 Board's statutory authority or jurisdiction regarding any other pending or future
23 investigations, actions, or proceedings. Respondent does not relinquish his rights to an
24 administrative hearing, rehearing, review, reconsideration, judicial review or any other
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1 administrative and/or judicial action, concerning the matters related to a final disposition
2 of this matter, unless he affirmatively does so as part of the final resolution of this matter.

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

8 6. Respondent understands that this Interim Consent Agreement shall not
9 become effective unless and until it is signed by the Board's Executive Director.
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11 7. Respondent understands and agrees that if the Board's Executive Director
12 does not adopt this Interim Consent Agreement, he will not assert in any future
13 proceedings that the Board's consideration of this Interim Consent Agreement
14 constitutes bias, prejudice, prejudgment, or other similar defense.

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

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

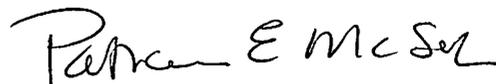
4 10. Respondent understands that any violation of this Interim Consent
5 Agreement constitutes unprofessional conduct under, among other things, A.R.S. § 32-
6 2501(18)(dd) (“[v]iolating a formal order, probation agreement, stipulation issued or
7 entered into by the board or its executive director.”).

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11 _____
12 Dennis J. Cammarano, P.A.

DATED: 03/12/2015

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14 DATED AND EFFECTIVE this 12th day of March, 2015.

15
16 ARIZONA REGULATORY BOARD OF
17 PHYSICIAN ASSISTANTS

18 By 
19 _____
20 Patricia E. McSorley
21 Executive Director

22 EXECUTED COPY of the foregoing mailed
23 this 12th day of March, 2015 to:

24 Dennis J. Cammarano, P.A.
25 Address of Record

ORIGINAL of the foregoing filed
this 12th day of March 2015 with:

1 Arizona Regulatory Board
2 Of Physician Assistants
3 9545 E. Doubletree Ranch Road
4 Scottsdale, AZ 85258

4 Mary Bobe
5 Board Staff

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