BEFORE THE ARIZONA REGULATORY BOARD OF PHYSICIANS ASSISTANTS

In the Matter of **Joshua R. Marquis, P.A.** Holder of License No. 4588 For the Performance of Healthcare Tasks In the State of Arizona.	**Case No. PA-15-0029A** **INTERIM CONSENT AGREEMENT FOR PRACTICE RESTRICTION**

By mutual agreement and understanding, between the Arizona Regulatory Board of Physicians Assistants ("Board") and Joshua R. Marquis, P.A. ("Respondent"), the parties enter into this Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Interim Consent Agreement") as an interim disposition of this matter.

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. 4588 for the performance of healthcare tasks in the State of Arizona.

3. The Board initiated case number PA-15-0029 after receiving a report that Respondent had inappropriately touched a patient during an examination. According to the complaint, Respondent inappropriately touched patient E.R. during a routine physical examination, and took video of the patient's body without the patient's consent.

4. The incident was also reported to the Phoenix Police Department, and an investigation is pending.

5. Respondent appeared at the Board for an interview on May 4, 2015 and, on advice of counsel, chose not to answer many of the questions asked by Board staff regarding the alleged incident.

6. The investigation into Respondent's alleged inappropriate behavior is pending and will return to the Board promptly upon completion for review and action.

INTERIM CONCLUSIONS OF LAW

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

2. Pursuant to A.R.S. § 32-2505(C)(23), the Executive Director may enter into consent agreements if there is evidence of danger to the public health and safety.

INTERIM ORDER

IT IS HEREBY ORDERED THAT:

1. Respondent is prohibited from engaging in the practice of medicine with physician supervision in the State of Arizona as set forth in A.R.S. § 32-2501(13). Respondent shall not return to the practice of medicine under physician supervision until he applies to the Board and demonstrates his ability to safely carry out approved healthcare tasks and receives the Board's permission to do so. In addition, prior to making its final decision, the Board may require any combination of staff approved assessments, evaluations, treatments, examinations or interviews it finds necessary to assist in determining whether Respondent is able to safely resume such practice.

2. 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.

3. 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 Board.

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

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. § 32-2505(C)(18).

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

Nothing in this agreement constitutes an admission of civil responsibility or criminal liability by Respondent.

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

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

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

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

9. Respondent understands that this Interim Consent Agreement does not alleviate his responsibility to comply with the applicable license-renewal statutes and rules. If this Interim Consent Agreement remains in effect at the time Respondent's physician assistant license comes up for renewal, he must renew his license if Respondent wishes to retain his license. If Respondent elects not to renew his license as prescribed by statute and rule, Respondent's license will not expire but rather, by operation of law (A.R.S. § 32-3202), become suspended until the Board takes final

action in this matter. Once the Board takes final action, in order for Respondent to be licensed in the future, he must submit a new application for licensure and meet all of the requirements set forth in the statutes and rules at that time.

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

Joshua R. Marquis, P.A.

DATED: 6/23/15

DATED AND EFFECTIVE this 23rd day of June, 2015.

ARIZONA REGULATROY BOARD OF PHYSICAN ASSISTANTS

By Patricia McSorley
Patricia McSorley
Executive Director

EXECUTED COPY of the foregoing mailed this 24th day of June 2015 to:

Joshua R. Marquis, P.A.
Address of Record

Vicki A. R. Lopez, Esq.
The Nolan Law Firm, PLLC
1744 S. Val Vista Dr., Suite 210
Mesa, AZ 85204
Counsel for Respondent

ORIGINAL of the foregoing filed
this 24th day of June, 2015 with:

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

Board Staff