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**BEFORE THE ARIZONA MEDICAL BOARD**

In the Matter of

**SUSAN B. GREGER, M.D.**

Holder of License No. **47822**  
For the Practice of Allopathic Medicine  
In the State of Arizona.

**Case No. MD-18-0384A**

**INTERIM CONSENT AGREEMENT  
FOR PRACTICE LIMITATION**

**(Non-Disciplinary)**

**INTERIM CONSENT AGREEMENT**

Susan B. Greger, M.D. ("Respondent") elects to permanently waive any right to a hearing and appeal with respect to this Interim Consent Agreement for Practice Limitation; admits the jurisdiction of the Arizona Medical Board ("Board"); and consents to the entry of this Order by the Board.

**INTERIM FINDINGS OF FACT**

1. The Board is the duly constituted authority for the regulation and control of the practice of allopathic medicine in the State of Arizona.

2. Respondent is the holder of License No. 47822 for the practice of allopathic medicine in the State of Arizona.

3. The Board initiated case number MD-18-0384A after receiving a self-report from Respondent that she had been arrested for a DUI on April 12, 2018, and had consumed alcohol in violation of a confidential Stipulated Health Agreement ("SHA").

4. Respondent may have a health condition that impacts her ability to safely practice medicine.

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

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**INTERIM CONCLUSIONS OF LAW**

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

2. Pursuant to A.A.C. R4-16-509, the executive director has the authority to enter into consent agreements to limit a physician’s practice if there is evidence that she is mentally unable to safely engage in the practice of medicine and the investigative staff, the medical consultant and the lead Board member concur after a review of the case that a consent agreement is appropriate.

3. In addition, pursuant to A.R.S. §§ 32-1405(C)(25) and 32-1451(F), the Executive Director, on behalf of the Board, has the authority to 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 in the State of Arizona as set forth in A.R.S. § 32-1401(22) until she applies to the Board and receives its affirmative permission to do so.

2. Respondent may request, in writing, release and/or modification from this Interim Consent Agreement. Respondent’s request for release must be accompanied by proof of enrollment in the Board’s Physician Health Program (“PHP”), and a recommendation for modification or termination from a PHP Contractor.

3. The Board has the sole discretion to determine whether it is appropriate to release Respondent from this Interim Consent Agreement and enter a final disposition in this matter or take any other action that is consistent with its statutory and regulatory authority. In making the determination regarding whether Respondent is safe to practice medicine, the Board may order any combination of examinations or evaluations it deems

1 appropriate.

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

7  
8 DATED this 30<sup>th</sup> day of April, 2018.

9 ARIZONA MEDICAL BOARD

10  
11 By Patricia E. McSorley  
12 Patricia E. McSorley  
13 Executive Director

14 **CONSENT TO ENTRY OF ORDER**

15 1. Respondent agrees and understands that the Board, through its Executive  
16 Director, may adopt this Interim Consent Agreement, or any part thereof, pursuant to  
17 A.R.S. §§ 32-1405(C)(25) and 32-1451(F) and A.A.C. R4-16-509.

18 2. Respondent has read and understands this Interim Consent Agreement for  
19 Practice Limitation, and has had the opportunity to discuss this Interim Consent  
20 Agreement with an attorney or has waived the opportunity to discuss this Interim Consent  
21 Agreement with an attorney.

22 3. 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, and by doing so agrees to abide by all of its terms and conditions.

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1           4. 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           5. The Interim Consent Agreement is not effective unless and until it is  
7 approved and signed by the Executive Director.

8           6. 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           7. Respondent understands that this Interim Consent Agreement does not  
15 constitute a dismissal or resolution of this matter or any matters that may be currently  
16 pending before the Board and does not constitute any waiver, express or implied, of the  
17 Board's statutory authority or jurisdiction regarding any other pending or future  
18 investigations, actions, or proceedings. Respondent also understands that acceptance of  
19 this Interim Consent Agreement does not preclude any other agency, subdivision, or  
20 officer of this State from instituting civil or criminal proceedings with respect to the conduct  
21 that is the subject of this Interim Consent Agreement. Respondent further does not  
22 relinquish her rights to an administrative hearing, rehearing, review, reconsideration,  
23 judicial review of any other administrative and/or judicial action, concerning the matters  
24 related to a final disposition of this matter, unless she affirmatively does so as part of the  
25 final resolution of this matter.

1           8.     Upon signing this Interim Consent Agreement, and returning this document  
2 (or a copy thereof) to the Board's Executive Director, Respondent may not revoke the  
3 consent to the entry of the Interim Consent Agreement. Respondent may not make any  
4 modifications to the document. Any modifications to this original document are ineffective  
5 and void unless mutually approved by the parties.

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

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

12          11.    If any part of the Interim Consent Agreement is later declared void or  
13 otherwise unenforceable, the remainder of the Interim Consent Agreement in its entirety  
14 shall remain in force and effect.

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

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1           13. Any violation of this Interim Consent Agreement constitutes unprofessional  
2 conduct and may result in disciplinary action. A.R.S. §§ 32-1401(27)(r) (“[v]iolating a  
3 formal order, probation, consent agreement or stipulation issued or entered into by the  
4 board or its executive director under this chapter.”) and 32-1451.

5           14. ***Respondent has read and understands the terms of this agreement.***

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8 SUSAN B. GREGER, M.D.

DATED: 4/27/18

9 EXECUTED COPY of the foregoing e-mailed  
10 this 30<sup>th</sup> day of April, 2018 to:

11 Susan B. Greger, M.D.  
12 Address of Record

13 ORIGINAL of the foregoing filed  
14 this 30<sup>th</sup> day of April, 2018 with:

15 Arizona Medical Board  
16 1740 West Adams, Suite 4000  
17 Phoenix, Arizona 85007

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19 Board staff

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