

**BEFORE THE ARIZONA MEDICAL BOARD**

1 In the Matter of

2 **JOHN MARK POST, M.D.**

3 Holder of License No. **8418**  
4 For the Practice of Allopathic Medicine  
5 In the State of Arizona.

**Case No. MD-16-0715A**  
**INTERIM CONSENT AGREEMENT**  
**FOR PRACTICE LIMITATION**  
**(Non-Disciplinary)**

6 **INTERIM CONSENT AGREEMENT**

7 John Mark Post, M.D. ("Respondent") elects to permanently waive any right to a  
8 hearing and appeal with respect to this Interim Consent Agreement for Practice Limitation  
9 and Assessment; admits the jurisdiction of the Arizona Medical Board ("Board"); and  
10 consents to the entry of this Order by the Board.

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12 **INTERIM FINDINGS OF FACT**

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

15 2. Physician is the holder of License Number 8418 for the practice of allopathic  
16 medicine in the State of Arizona.

17 3. The Board initiated case number MD-16-0715A after receiving  
18 correspondence from the clinic medical director at the Hospital where Respondent holds  
19 privileges that based upon his observation and reports from other Hospital employees,  
20 Respondent may not be safe to practice medicine.

21 4. Respondent also contacted Board staff telephonically to report that he had  
22 slipped at work and was advised to report the incident to the Board. Board staff requested  
23 a written report from Respondent.

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

4           3.     The PHP is a representative of the Board and, as such, failure to comply with  
 5 any aspect of the assessment is considered an act of unprofessional conduct under A.R.S.  
 6 § 32-1401(27)(dd). It is also an act of unprofessional conduct to violate or attempt to  
 7 violate a Board Order. A.R.S. § 32-1401(27)(r).

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

11          5.     Once all of the requirements set forth in paragraph 1 have been met,  
 12 Respondent may request, in writing, release and/or modification from this Interim Consent  
 13 Agreement. The Executive Director, in consultation with and agreement of the  
 14 Investigative Staff and Chief Medical Consultant, has the sole discretion to determine  
 15 whether it is appropriate to release Respondent from this Interim Consent Agreement.

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

21          7.     Respondent shall instruct any attorney retained on his behalf not to contact  
 22 the evaluating facility and/or any treatment facility. Any questions or concerns must be  
 23 addressed to Board Staff.

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 25           DATED this 21<sup>st</sup> day of June, 2016.

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ARIZONA MEDICAL BOARD

By Patricia McSorley  
Patricia McSorley  
Executive Director

**CONSENT TO ENTRY OF ORDER**

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

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

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

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

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

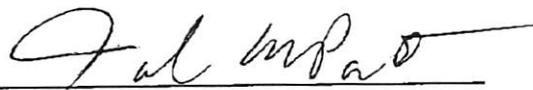
1           6.     Upon signing this Interim Consent Agreement, and returning this document  
 2 (or a copy thereof) to the Board's Executive Director, Respondent may not revoke the  
 3 consent to the entry of the Interim Consent Agreement. Respondent may not make any  
 4 modifications to the document.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

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

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

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

15           10.    ***Respondent has read and understands the terms of this agreement.***

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 JOHN MARK POST, M.D.

DATED: 6-20-16

19 EXECUTED COPY of the foregoing mailed  
 20 this 21 day of June, 2016 to:

21 John Mark Post, M.D.  
 22 Address of Record

23 ORIGINAL of the foregoing filed  
 24 this 21 day of June, 2016 with:

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

*Michelle Babes*

Board Staff

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