

1 **BEFORE THE ARIZONA MEDICAL BOARD**

2 In the Matter of

3 **MARCO B. SAUCEDO, M.D.**

4 Holder of License No. 27068
5 For the Practice of Allopathic Medicine
6 In the State of Arizona.

Case No. MD-20-0167A

**INTERIM CONSENT AGREEMENT
FOR PRACTICE RESTRICTION**

7 **INTERIM CONSENT AGREEMENT**

8 Marco B. Saucedo, M.D. ("Respondent") elects to permanently waive any right to a
9 hearing and appeal with respect to this Interim Consent Agreement for Practice Restriction
10 and consents to the entry of this Order by the Arizona Medical Board ("Board").

11 **INTERIM FINDINGS OF FACT**

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

14 2. Respondent is the holder of License No. 27068 for the practice of allopathic
15 medicine in the State of Arizona.

16 3. The Board initiated case number MD-20-0167A after receiving a complaint
17 regarding Respondent's care and treatment of a 66 year-old female patient ("KN") with
18 allegations including failure to adequately perform a breast lift.

19 4. A Medical Consultant ("MC") who reviewed Respondent's care of KN opined
20 that Respondent deviated from the standard of care. The MC stated that Respondent
21 deviated from the standard of care by failing to properly perform a breast lift on the patient.
22 The MC further expressed concerns regarding about Respondent administering
23 anesthesia for the case while operating, and recommended review of that issue by a
24 qualified specialist.

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1 5. The MC identified actual harm in that the patient did not receive an
2 adequately performed breast lift.

3 6. Respondent denies that he deviated from the standard of care or that actual
4 harm occurred to the patient.

5 7. Additionally, the anesthetic care provided by Plaintiff was reviewed by an MC
6 who is a Board-certified Anesthesiologist ("Second MC").

7 8. The Second MC identified deviations from the standard of care for the
8 provision of anesthesia including an inadequate pre-procedure evaluation, inadequate
9 intraoperative monitoring, and that there was no appropriately qualified provider for post-
10 operative monitoring. The Second MC also expressed concern about the lack of qualified
11 anesthesia personnel present intraoperatively.

12 9. The Second MC opined that there was potential for anesthetic related harm
13 in that the inadequate intraoperative monitoring could have resulted in delayed recognition
14 of potentially serious complications such as hypotension, bradycardia or a "high spinal."

15 10. The Second MC noted that Respondent asserted in his written narrative to
16 the Board's investigation that he has recently contracted with a nurse anesthetist group.

17 11. The aforementioned information was presented to the investigative staff, the
18 medical consultant and the lead Board member. All reviewed the information and concur
19 with the interim consent agreement to restrict Respondent from performing cosmetic
20 breast procedures pending the outcome of a formal interview or formal hearing as
21 appropriate.

22 12. The investigation into this matter is pending Board review.
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1 **INTERIM CONCLUSIONS OF LAW**

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

4 2. Pursuant to A.R.S. § 32-1405(C)(25) the Executive Director has authority to
5 enter into a consent agreement when there is evidence of danger to the public health and
6 safety.

7 3. Pursuant to A.A.C. R4-16-504, the Executive Director may enter into an
8 interim consent agreement when there is evidence that a restriction is needed to mitigate
9 imminent danger to the public's health and safety. Investigative staff, the Board's medical
10 consultant and the lead Board member have reviewed the case and concur that an interim
11 consent agreement is appropriate.

12 **INTERIM ORDER**

13 **IT IS HEREBY ORDERED THAT:**

14 1. Respondent is prohibited from performing cosmetic breast procedures in the
15 State of Arizona pending the outcome of a formal interview or formal hearing in this matter.
16 Additionally, for any cosmetic surgical procedures requiring the use of anesthesia,
17 Respondent is prohibited from providing anesthesia himself, and shall utilize a Board staff
18 pre-approved qualified anesthesia provider such as a Certified Registered Nurse
19 Anesthetist ("CRNA") to provide pre-operative, intraoperative, and post-operative care.

20 2. Respondent may request, in writing, release and/or modification of this
21 Interim Consent Agreement. The Executive Director, in consultation with and agreement of
22 the lead Board member and the Chief Medical Consultant, has the discretion to determine
23 whether it is appropriate to release Respondent from this Interim Consent Agreement.

24 3. The Board retains jurisdiction and may initiate new action based upon any
25 violation of this Interim Consent Agreement, including, but not limited to, summarily

1 suspending Respondent's license.

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

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

6 **RECITALS**

7 Respondent understands and agrees that:

8 1. The Board, through its Executive Director, may adopt this Interim Consent
9 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25) and A.A.C. R4-16-
10 504.

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

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

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

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


14 6. Respondent understands that this Interim Consent Agreement shall not
15 become effective unless and until it is signed by the Board's Executive Director.
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17 7. Respondent understands that this Interim Consent Agreement is a public
18 record that may be publicly disseminated as a formal action of the Board, and that it shall
19 be reported as required by law to the National Practitioner Data Bank.
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21 8. Respondent understands that this Interim Consent Agreement does not
22 alleviate Respondent's responsibility to comply with the applicable license-renewal
23 statutes and rules. If this Interim Consent Agreement remains in effect at the time
24 Respondent's allopathic medical license comes up for renewal, Respondent must renew
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1 the license if Respondent wishes to retain the license. If Respondent elects not to renew
2 the license as prescribed by statute and rule, Respondent's license will not expire but
3 rather, by operation of law (A.R.S. § 32-3202), become suspended until the Board takes
4 final action in this matter. Once the Board takes final action, in order for Respondent to be
5 licensed in the future, Respondent must submit a new application for licensure and meet
6 all of the requirements set forth in the statutes and rules at that time.

7 9. Respondent understands that any violation of this Interim Consent
8 Agreement constitutes unprofessional conduct under A.R.S. § 32-1401(27)(s) ("[v]iolating
9 a formal order, probation, consent agreement or stipulation issued or entered into by the
10 board or its executive director under this chapter.").

11
12  DATED: 8/25/21
13 MARCO B SAUCEDO, M.D.

14 DATED this 25th day of August, 2021.

15 ARIZONA MEDICAL BOARD

16
17 By 
18 Patricia E. McSorley
19 Executive Director

1 EXECUTED COPY of the foregoing e-mailed
this 25th day of August, 2021 to:

2 Michele G. Thompson, Esq.
3 Udall Law Firm, LLP
4 4801 East Broadway Boulevard, Suite 400
5 Tucson, Arizona 85711-3609
6 Attorney for Respondent

7 ORIGINAL of the foregoing filed
8 this 25th day of August, 2021 with:

9 Arizona Medical Board
10 1740 West Adams, Suite 4000
11 Phoenix, Arizona 85007

12 Michelle Probes
13 Board staff
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