

1 **BEFORE THE ARIZONA MEDICAL BOARD**

2 In the Matter of

3 **MICHAEL S. MARCH, M.D.**

4 Holder of Permit No. **R78352**
5 For the Practice of Allopathic Medicine
6 In the State of Arizona.

Case No. MD-21-0136A

**INTERIM CONSENT AGREEMENT
FOR PRACTICE RESTRICTION**

7 **INTERIM CONSENT AGREEMENT**

8 Michael S. March, 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 Permit No. R78352 for the practice of allopathic
15 medicine in the State of Arizona.

16 3. The Board initiated case number MD-21-0136A after receiving a self-report
17 from Respondent that he had been arrested for a reportable misdemeanor and may have
18 a health condition that impacts his ability to safely practice medicine.

19 4. On March 1, 2021, Respondent entered into an Interim Consent Agreement
20 for Practice Limitation.

21 5. Respondent subsequently underwent an Evaluation and Assessment with a
22 Board approved Evaluator. Based on the Evaluation findings and results, the Evaluator
23 opined that Respondent was safe to return to the practice of medicine, provided he comply
24 with recommendations for treatment and monitoring.

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1 6. On June 4-6, 2021, Respondent completed the Professional Boundaries and
2 Ethics Course- Extended Edition Continuing Medical Education (“CME”) course offered by
3 Professional Boundaries, Inc (“PBI”) for a total of 34 hours CME credit. Respondent
4 additionally enrolled in PBI’s post-course Maintenance and Accountability Seminars.

5 7. As part of the PBI course, Respondent created a Personalized Protection
6 Plan and submitted it to Board staff for review, with stipulations including utilization of
7 chaperones as required for clinic patients, and ongoing accountability to direct supervision
8 of attending physicians.

9 8. Respondent has additionally engaged in treatment with a Board-approved
10 psychologist.

11 9. The aforementioned information was presented to the investigative staff, the
12 medical consultant and the lead Board member. All reviewed the information and concur
13 that the interim consent agreement to restrict Respondent’s practice pending the outcome
14 of the Board’s investigation.

15 10. The investigation into this matter is pending Board review.

INTERIM CONCLUSIONS OF LAW

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

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

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

3 **INTERIM ORDER**

4 IT IS HEREBY ORDERED THAT:

5 1. Respondent is prohibited from engaging in the practice of medicine in the
6 State of Arizona as set forth in A.R.S. § 32-1401(22) except as stated herein:

7 **a. PBI Maintenance and Accountability Seminars**

8 Respondent shall continue to participate in the PBI post-CME maintenance and
9 accountability seminars and successfully complete them. Respondent shall comply with
10 any and all requirements and practice recommendations made by his PBI faculty as well
11 as follow any and all recommendations made for further education and/or remediation by
12 PBI, subject to the approval of the Board or its staff. Respondent shall provide Board staff
13 with proof that he successfully completed all seminars. Respondent shall sign any and all
14 consents or releases necessary to allow for PBI to communicate to the Board directly and
15 furnish PBI's "AIR" Letter after completion of the required CME. Respondent shall be
16 responsible for the expenses of participation in the maintenance and accountability
17 seminars. Respondent shall not revoke any release prior to successful completion of the
18 CME and maintenance and accountability seminars.

19 **b. Supervision of Future Practice**

20 Respondent shall promptly provide a copy of this Interim Consent Agreement and
21 his Personalized Protection Plan to all employers or residency programs where
22 Respondent currently has or applies for employment or residency. Respondent shall
23 cause his employers or residency program(s) to provide written verification that the
24 employer/program has reviewed the Interim Consent Agreement and Personalized
25 Protection Plan and agrees to ensure that Respondent's practice conforms to the relevant

1 portions of the Plan. The employer/program shall agree to notify the Board immediately if
2 there is any concern regarding Respondent's safety to practice medicine.

3 **c. Board-Approved Psychologist**

4 Respondent shall continue treatment with a psychologist as recommended by
5 Evaluator and shall comply with any and all treatment recommendations. Respondent
6 shall instruct the treating psychologist to submit written reports to Board staff regarding
7 diagnosis, prognosis, current medications, recommendation for continuing care and
8 treatment, and ability to safely practice medicine. The reports shall be submitted quarterly
9 to Board staff for the duration of probation. Respondent shall pay the expenses of
10 treatment and is responsible for paying for the preparation of the quarterly reports.
11 Respondent shall authorize the psychologist to communicate with Board staff regarding
12 Respondent's compliance with treatment, and if at any time the psychologist finds
13 evidence that Respondent is a safety threat to patients.

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

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

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

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

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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. § 32-1405(C)(25) and A.A.C. R4-16-504.

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 this or any other pending or future investigations, actions, or proceedings. Respondent also understands that acceptance of this Interim Consent Agreement does not preclude any other agency, subdivision, or officer of this State from instituting civil or criminal proceedings with respect to the conduct that is the subject of this Interim Consent Agreement. Respondent further does not

1 relinquish his/her rights to an administrative hearing, rehearing, review, reconsideration,
2 judicial review or any other administrative and/or judicial action, concerning the matters
3 related to a final disposition of this matter, unless Respondent affirmatively does so as part
4 of the final resolution of this matter.

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

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

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

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

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

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

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11 _____
12 MICHAEL S. MARCH, M.D.

DATED: 07/20/2021

13 DATED this 21st day of July, 2021.

14 ARIZONA MEDICAL BOARD

15
16 By  for
17 Patricia E. McSorley
18 Executive Director

19 EXECUTED COPY of the foregoing e-
20 mailed this 21st day of July, 2021 to:

21 Anne McClellan, Esq.
22 Attorney for Respondent
23 Address of record

24 ORIGINAL of the foregoing filed
25 this 21st day of July, 2021 with:

1 Arizona Medical Board
1740 West Adams, Suite 4000
2 Phoenix, Arizona 85007

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Board staff

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