

1 **BEFORE THE ARIZONA MEDICAL BOARD**

2 In the Matter of

3 **JEDIDIAH J. MALAN, M.D.**

4 Holder of License No. 43272
5 For the Practice of Allopathic Medicine
6 In the State of Arizona.

Case No. MD-24-0648A

**SECOND AMENDED INTERIM
CONSENT AGREEMENT FOR
PRACTICE RESTRICTION**

7 By mutual agreement and understanding, between the Arizona Medical Board
8 ("Board") and Jedidiah J. Malan, M.D. ("Respondent"), the parties enter into this Second
9 Amended Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order
10 ("Interim Consent Agreement") as an interim disposition of this matter.

11 **INTERIM FINDINGS OF FACT**

12
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. Respondent is the holder of License No. 43272 for the practice of allopathic
16 medicine in the State of Arizona.

17 3. Respondent's license is subject to Findings of Fact, Conclusions of Law and
18 Order for Decree of Censure and Probation issued by the Board in case MD-21-0471A
19 ("Original Order"). The Original Order required Respondent to participate in the Board's
20 Physician Health Program ("PHP") and prohibiting him from consuming alcohol. The
21 Original Order also included a term extending an Interim Practice Restriction pending
22 Respondent's enrollment in the PHP and obtaining Board approval for a Proctor.
23 Respondent has not enrolled in the PHP or obtained a Proctor. The Original Order also
24 recognized Respondent's ongoing participation in the Physician Health Committee of
25 Alaska ("Alaska PHP").

1 4. The Board initiated case number MD-24-0648A after receiving notification
2 from Respondent that he had experienced a relapse.

3 5. The Original Order states at paragraph 2(xxi)

4 In the event of a chemical dependency relapse by Respondent or
5 Respondent's use of controlled substances or alcohol in violation of this
6 Order, Respondent shall promptly enter into an Interim Consent Agreement
7 for Practice Restriction that requires, among other things, that Respondent
8 not practice medicine until such time as Respondent successfully
9 completes long-term inpatient treatment designated by the PHP Contractor
10 and obtains affirmative approval from the Executive Director, in consultation
11 with the Lead Board Member and Chief Medical Consultant, to return to the
12 practice of medicine. Prior to approving Respondent's request to return to
13 the practice of medicine, Respondent may be required to undergo any
14 combination of physical examinations, psychiatric or psychological
15 evaluations. In no respect shall the terms of this paragraph restrict the
16 Board's authority to initiate and taken disciplinary action for any violation of
17 this Order.

18 6. Effective July 26, 2024, Respondent entered into an Interim Consent
19 Agreement for Practice Restriction ("Interim Practice Restriction") prohibiting him from
20 practicing medicine. The Interim Practice Restriction also tolled the Original Order.

21 7. Respondent subsequently underwent an inpatient evaluation at a Board
22 approved facility. Based on the findings, the facility recommended that Respondent
23 undergo inpatient treatment.

24 8. Respondent subsequently completed inpatient treatment at an Alaska PHP
25 approved facility ("Facility") and was discharged with staff approval on October 14, 2024.
In its Discharge Summary, the Facility recommended that Respondent engage in ongoing
treatment and monitoring including 90 12-step meetings in 90 days. The Facility opined
that Respondent could return to work after four weeks of treatment in compliance with the
Facility's recommendations. The Alaska PHP notified the Board that Respondent would

1 be completing 90 meetings in 90 days and participating in ongoing monitoring through the
2 Alaska PHP.

3 9. Effective December 19, 2024, Respondent entered into an Amended Interim
4 Consent Agreement for Practice Restriction requiring Respondent enroll in the Arizona
5 PHP and to obtain a Board approved Proctor prior to engaging in the practice of medicine
6 in Arizona.

7 10. Respondent has provided the name of a proposed Proctor to monitor
8 Respondent's practice.

9 11. The investigation concerning Respondent's professional conduct will be
10 forwarded to the Board promptly upon completion for review and action.
11

12 **INTERIM CONCLUSIONS OF LAW**

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

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

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

23 4. Pursuant to A.R.S. § 32-1405(20), if delegated by the Board, the Executive
24 Director may enter into stipulated agreements with a physician for the treatment,
25 rehabilitation and monitoring of chemical substance or misuse.

SECOND AMENDED INTERIM CONSENT AGREEMENT

IT IS HEREBY ORDERED THAT:

1. The Original Order is tolled pending the outcome of the Board's investigation in MD-24-0648A.

2. Respondent is prohibited from engaging in the practice of medicine in the State of Arizona as set forth in A.R.S. § 32-1402(22) except as stated herein:

3. Respondent shall utilize a Proctor to monitor his practice as follows. The Proctor shall concurrently over-read at least 5% of Respondents cases for three months. The Proctor shall provide monthly reports to the Board regarding Respondent's safety to practice medicine, diagnostic interpretation skills and clinical judgment. After three months, Respondent may request termination of the requirement for proctoring. Respondent's request for termination must be accompanied by a statement from the Proctor that Respondent is safe to practice without oversight.

4. Within 5 days of the date of this agreement, Respondent shall provide the Board proof of enrollment with an Arizona PHP Monitor for participation in the Board's PHP for a period of five (5) years. Respondent shall comply with the following terms and conditions:

a. Respondent shall not consume alcohol or any food or other substance containing poppy seeds or alcohol.

b. Respondent shall not take any illegal drugs or mood altering medications unless prescribed for a legitimate therapeutic purpose.

c. If requested by the PHP, Respondent shall attend the PHP's relapse prevention group therapy sessions one time per week for the duration of this Interim Consent Agreement, unless excused by the relapse prevention group facilitator for good cause. Individual relapse therapy may be substituted for one or

1 more of the group therapy sessions, if PHP pre-approves substitution. The
2 relapse prevention group facilitators or individual relapse prevention therapist shall
3 submit monthly reports to the PHP regarding attendance and progress.

4 d. Respondent shall continue to participate in any personalized aftercare
5 programs or activities as recommended by the Facility in its post-treatment
6 discharge summary including, but not limited to individual therapy. Respondent
7 shall report on those activities as requested by the PHP, including executing any
8 releases necessary to allow the PHP to monitor his participation and communicate
9 directly with and obtain records from the treating providers for those aftercare
10 activities. Respondent shall be responsible for all costs of aftercare, including
11 costs associated with compliance of this Interim Consent Agreement.

12 e. If not already completed, Respondent shall attend ninety 12-step meetings
13 or other self-help group meetings appropriate for substance abuse and approved
14 by the PHP, for a period of ninety days. Upon completion of the ninety meetings in
15 ninety days, Respondent shall participate in a 12-step recovery program or other
16 self-help program appropriate for substance abuse as recommended by the PHP.
17 Respondent shall attend a minimum of three 12-step or other self-help program
18 meetings per week. Two meetings per month must be Caduceus meetings.
19 Respondent must maintain a log of all self-help meetings.

20 f. Respondent shall promptly obtain a Primary Care Physician ("PCP") and
21 shall submit the name of the physician to the PHP in writing for approval. The
22 approved PCP shall be in charge of providing and coordinating Respondent's
23 medical care and treatment. Except in an *Emergency*, Respondent shall obtain
24 medical care and treatment only from the PCP and from health care providers to
25 whom the PCP refers Respondent. Respondent shall promptly provide a copy of

1 this Interim Consent Agreement to the PCP. Respondent shall also inform all
2 other health care providers who provide medical care or treatment that
3 Respondent is participating in PHP. "Emergency" means a serious accident or
4 sudden illness that, if not treated immediately, may result in a long-term medical
5 problem or loss of life.

6 g. Respondent shall enter treatment with a PHP Contractor approved
7 addiction psychiatrist or addiction medicine specialist as recommended by the
8 Facility in its post-treatment discharge summary and shall comply with any and all
9 treatment recommendations, including taking any and all prescribed medications.
10 Respondent shall instruct the treating professional to submit quarterly written
11 reports to the PHP regarding diagnosis, prognosis, current medications,
12 recommendation for continuing care and treatment, and ability to safely practice
13 medicine. The reports shall be submitted quarterly to the PHP, the
14 commencement of which to be determined by the PHP Contractor. Respondent
15 shall provide the psychiatrist with a copy of this Interim Consent Agreement.
16 Respondent shall pay the expenses for treatment and be responsible for paying
17 for the preparation of the quarterly reports.

18 h. All prescriptions for controlled substances shall be approved by the PHP
19 prior to being filled except in an *Emergency*. Controlled substances prescribed
20 and filled in an emergency shall be reported to the PHP within 48 hours.
21 Respondent shall take no *Medication* unless the PCP or other health care provider
22 to whom the PCP refers Respondent prescribes and the PHP approves the
23 *Medication*. Respondent shall not self-prescribe any *Medication*. "Medication"
24 means a prescription-only drug, controlled substance, and over-the counter
25 preparation, other than plain aspirin, plain ibuprofen, and plain acetaminophen.

1 i. Respondent shall submit to random biological fluid, hair and/or nail testing
2 for the remainder of this Interim Consent Agreement (as specifically directed
3 below) to ensure compliance with PHP.

4 j. Respondent shall provide the PHP in writing with one telephone number
5 that shall be used to contact Respondent on a 24 hour per day/seven day per
6 week basis to submit to biological fluid, hair, and/or nail testing to ensure
7 compliance with PHP. For the purposes of this section, telephonic notice shall be
8 deemed given at the time a message to appear is left at the contact telephone
9 number provided by Respondent. Respondent authorizes any person or
10 organization conducting tests on the collected samples to provide testing results to
11 the PHP. Respondent shall comply with all requirements for biological fluid, hair,
12 and/or nail collection. Respondent shall pay for all costs for the testing.

13 k. Respondent shall provide the PHP with written notice of any plans to travel
14 out of state.

15 l. Respondent shall immediately notify the Board and the PHP in writing of
16 any change in office or home addresses and telephone numbers.

17 m. Respondent provides full consent for the PHP to discuss the Respondent's
18 case with the Respondent's PCP or any other health care providers to ensure
19 compliance with PHP.

20 n. The relationship between the Respondent and the PHP is a direct
21 relationship. Respondent shall not use an attorney or other intermediary to
22 communicate with the PHP on participation and compliance issues. Any such
23 questions should be directed to Board staff.

24 o. Respondent shall be responsible for all costs, including costs associated
25 with participating in PHP, at the time service is rendered or within 30 days of each

1 invoice sent to the Respondent. An initial deposit of two (2) months PHP fees is
2 due upon entering the program. Failure to pay either the initial PHP deposit or
3 monthly fees 60 days after invoicing will be reported to the Board by the PHP and
4 may result in disciplinary action up to and including revocation.

5 p. The PHP shall immediately notify the Board if Respondent is non-compliant
6 with any aspect of this Interim Consent Agreement or is required to undergo any
7 additional treatment.

8 5. Respondent shall immediately provide a copy of this Interim Consent
9 Agreement to all employers, hospitals and free standing surgery centers where
10 Respondent currently has or in the future gains or applies for employment or privileges.
11 Within 30 days of the date of this Interim Consent Agreement, Respondent shall provide
12 the PHP with a signed statement of compliance with this notification requirement.
13 Respondent is further required to notify, in writing, all employers, hospitals and free
14 standing surgery centers where Respondent currently has or in the future gains or
15 applies for employment or privileges of a violation of this Interim Consent Agreement.

16 6. In the event Respondent resides or practices as a physician in a state other
17 than Arizona or Alaska, Respondent shall participate in the rehabilitation program
18 sponsored by that state's medical licensing authority or medical society. Respondent
19 shall cause the monitoring state's program to provide written quarterly reports to the PHP
20 regarding Respondent's attendance, participation, and monitoring. The monitoring state's
21 program and Respondent shall immediately notify the PHP if Respondent is non-
22 compliant with any aspect of the monitoring requirements or is required to undergo any
23 additional treatment.

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

4 8. Because this is an Interim Consent Agreement and not a final decision by
5 the Board regarding the pending investigation, it is subject to further consideration by the
6 Board. Once the investigation is complete, it will be promptly provided to the Board for its
7 review and appropriate action.

8 9. This Interim Consent Agreement terminates on the effective date of the
9 Board's final Order in case number MD-24-0648A.

10
11 DATED AND EFFECTIVE this 25th day of February, ~~2024~~ 2025

12
13 ARIZONA MEDICAL BOARD

14 By Patricia E. McSorley
15 Patricia E. McSorley
16 Executive Director

17 **RECITALS**

18 Respondent understands and agrees that:

19 1. The Board, through its Executive Director, may adopt this Interim Consent
20 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25).

21 2. Respondent has read and understands this Interim Consent Agreement as
22 set forth herein, and has had the opportunity to discuss this Interim Consent Agreement
23 with an attorney or has waived the opportunity to discuss this Interim Consent
24 Agreement with an attorney. Respondent voluntarily enters into this Interim Consent
25 Agreement and by doing so agrees to abide by all of its terms and conditions.

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

6 4. Respondent understands that this Interim Consent Agreement does not
7 constitute a dismissal or resolution of this matter or any matters that may be currently
8 pending before the Board and does not constitute any waiver, express or implied, of the
9 Board's statutory authority or jurisdiction regarding any other pending or future
10 investigations, actions, or proceedings. Respondent does not relinquish his rights to an
11 administrative hearing, rehearing, review, reconsideration, judicial review or any other
12 administrative and/or judicial action, concerning the matters related to a final disposition
13 of this matter, unless he affirmatively does so as part of the final resolution of this matter.
14

15 5. Respondent acknowledges and agrees that upon signing this Interim
16 Consent Agreement and returning it to the Board's Executive Director, Respondent may
17 not revoke acceptance of this Interim Consent Agreement or make any modifications to
18 it. Any modification of this original document is ineffective and void unless mutually
19 approved by the parties in writing.
20

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

23 7. Respondent understands and agrees that if the Board's Executive Director
24 does not adopt this Interim Consent Agreement, Respondent will not assert in any future
25

1 proceedings that the Board's consideration of this Interim Consent Agreement
2 constitutes bias, prejudice, prejudgment, or other similar defense.

3 8. Respondent understands that this Interim Consent Agreement is a public
4 record that may be publicly disseminated as a formal action of the Board.

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

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

19 11. *Respondent has read and understands the terms of this Interim*
20 *Consent Agreement.*

21
22 
23 JEDIDIAH J. MALAN, M.D.

DATED: 2/25/25

24 EXECUTED COPY of the foregoing mailed
25 this 25th day of February, 2025, 2024 to:

Melissa Cuddington, Esq.

1 The Goldberg Law Group
2 60 East Rio Salado Parkway, Suite 900,
3 Tempe, Arizona 85281
4 Attorney for Respondent

5 ORIGINAL of the foregoing filed ~~8/~~
6 this 25th day of February, 2025, ~~2024~~ with:

7 Arizona Medical Board
8 1740 West Adams, Suite 4000
9 Phoenix, Arizona 85007
10 Heather Foster
11 Board staff