

**BEFORE THE  
MEDICAL BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

**In the Matter of the Accusation** )  
**Against:** )  
 )  
 )  
**SAM A. CASTRO, M.D.** )  
 )  
**Physician's and Surgeon's** )  
**Certificate No. C15434** )  
 )  
**Respondent** )  
\_\_\_\_\_ )

**Case No. 8002017029116**

**DECISION**

**The attached Stipulated Surrender of License and Order is hereby adopted as the Decision and Order of the Medical Board of California, Department of Consumer Affairs, State of California.**

**This Decision shall become effective at 5:00 p.m. on May 25, 2018.**

**IT IS SO ORDERED May 18, 2018.**

**MEDICAL BOARD OF CALIFORNIA**

By:   
**Kimberly Kirchmeyer**  
**Executive Director**

1 XAVIER BECERRA  
Attorney General of California  
2 MATTHEW M. DAVIS  
Supervising Deputy Attorney General  
3 STEVE DIEHL  
Deputy Attorney General  
4 State Bar No. 235250  
California Department of Justice  
5 2550 Mariposa Mall, Room 5090  
Fresno, CA 93721  
6 Telephone: (559) 477-1626  
Facsimile: (559) 445-5106  
7 *Attorneys for Complainant*

8 **BEFORE THE**  
9 **MEDICAL BOARD OF CALIFORNIA**  
10 **DEPARTMENT OF CONSUMER AFFAIRS**  
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. 800-2017-029116

13 **SAM A. CASTRO, M.D.**  
333 West Shaw Avenue, Suite. 7  
Fresno, CA 93704

14 **STIPULATED SURRENDER OF**  
15 **LICENSE AND ORDER**

16 **Physician's and Surgeon's Certificate No. C**  
**15434**

Respondent.

17 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
18 entitled proceedings that the following matters are true:

19 PARTIES

20 1. Kimberly Kirchmeyer (Complainant) is the Executive Director of the Medical Board  
21 of California (Board). She brought this action solely in her official capacity and is represented in  
22 this matter by Xavier Becerra, Attorney General of the State of California, by Steve Diehl,  
23 Deputy Attorney General.

24 2. Sam A. Castro, M.D. (Respondent) is representing himself in this proceeding and has  
25 chosen not to exercise his right to be represented by counsel. He is being assisted in this matter  
26 by Ronald Kramer, who has been entrusted with Durable Power of Attorney. A copy of the  
27 Durable Power of Attorney is attached as Exhibit A and incorporated by reference.

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1 participation in this or any other matter affecting or involving respondent. In the event that the  
2 Executive Director on behalf of the Board does not, in her discretion, approve and adopt this  
3 Stipulated Surrender of License and Disciplinary Order, with the exception of this paragraph, it  
4 shall not become effective, shall be of no evidentiary value whatsoever, and shall not be relied  
5 upon or introduced in any disciplinary action by either party hereto. Respondent further agrees  
6 that should this Stipulated Surrender of License and Disciplinary Order be rejected for any reason  
7 by the Executive Director on behalf of the Board, Respondent will assert no claim that the  
8 Executive Director, the Board, or any member thereof, was prejudiced by its/his/her review,  
9 discussion and/or consideration of this Stipulated Surrender of License and Disciplinary Order or  
10 of any matter or matters related hereto.

11 **ADDITIONAL PROVISIONS**

12 14. This Stipulated Surrender of License and Disciplinary Order is intended by the parties  
13 herein to be an integrated writing representing the complete, final and exclusive embodiment of  
14 the agreements of the parties in the above-entitled matter.

15 15. The parties agree that copies of this Stipulated Surrender of License and Disciplinary  
16 Order, including copies of the signatures of the parties, may be used in lieu of original documents  
17 and signatures and, further, that such copies shall have the same force and effect as originals.

18 16. In consideration of the foregoing admissions and stipulations, the parties agree the  
19 Executive Director of the Board may, without further notice to or opportunity to be heard by  
20 Respondent, issue and enter the following Disciplinary Order on behalf of the Board:

21 **ORDER**

22 IT IS HEREBY ORDERED that Physician's and Surgeon's Certificate No. C 15434, issued  
23 to Respondent Sam A. Castro, M.D., is surrendered and accepted by the Medical Board of  
24 California.

25 1. The surrender of Respondent's Physician's and Surgeon's Certificate and the  
26 acceptance of the surrendered license by the Board shall constitute the imposition of discipline  
27 against Respondent. This stipulation constitutes a record of the discipline and shall become a part  
28 of Respondent's license history with the Medical Board of California.



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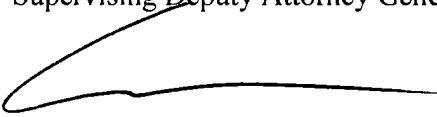
ENDORSEMENT

The foregoing Stipulated Surrender of License and Order is hereby respectfully submitted for consideration by the Medical Board of California of the Department of Consumer Affairs.

Dated: 9/27/12

Respectfully submitted,

XAVIER BECERRA  
Attorney General of California  
MATTHEW M. DAVIS  
Supervising Deputy Attorney General



STEVE DIEHL  
Deputy Attorney General  
*Attorneys for Complainant*

FR2017306067  
Stip Surrender POA.docx

**Exhibit A**

**Durable Power of Attorney**



Recording requested by and  
when recorded return to:  
Robert A. Mallek, Jr., Esq.  
DIETRICH, GLASRUD, MALLEK & AUNE  
5250 N. Palm Ave., Suite 402.  
Fresno, CA 93704

### DURABLE POWER OF ATTORNEY

TO WHOM IT MAY CONCERN: I, SAM A. CASTRO, the undersigned, hereby make, constitute and appoint RONALD KRAMER, my true and lawful agent for me and in my name, place and stead and for my use and benefit. In the event for any reason RONALD KRAMER is unwilling or unable to continue to serve, SAM KRAMER shall instead serve as agent. In the event that any successor agent is unable to serve in accordance with this instrument, one of the following documents shall be attached to this Durable Power of Attorney: A resignation or declination to serve signed by the original agent or the previous successor agent; a written and signed opinion from a licensed physician that the original agent, or a prior successor agent, is physically or mentally incapable of serving; a certified court order as to the incapacity or inability of the original agent, or a prior successor agent, to serve; or a certified death certificate of the original agent or of a prior successor agent. Third parties who deal with any successor agent shall be entitled to rely on the original Durable Power of Attorney instrument with any such document attached.

My agent shall have the following powers in addition to any granted by law:

1. To manage, control, lease, sublease, and otherwise act concerning any real property which the principal may own, collect and receive rents or income therefrom; pay taxes, charges, and assessments on the same; repair, maintain, protect, preserve, alter, and improve the same; and do all things necessary or expedient to be done in the agent's judgment in connection with the property.
2. To manage and control all partnership interests owned by the principal and to make all decisions the principal could make as a general partner, limited partner, or both, and to execute all documents required of the principal as such partner, all to the extent that the agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.
3. To purchase, sell, invest, reinvest, vote and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights, and securities owned by the principal.
4. To collect and deposit for the benefit of the principal all debts, interest, dividends or other assets that may be due or belong to the principal, and to execute and deliver receipts and other discharges therefor; to demand, arbitrate, and pursue litigation on the principal's behalf concerning

DIETRICH, GLASRUD, MALLEK & AUNE  
AN ASSOCIATION INCLUDING LAW CORPORATIONS  
ATTORNEYS AT LAW  
5250 NORTH PALM AVENUE, SUITE 402  
FRESNO, CALIFORNIA 93704-2214  
TELEPHONE (559) 435-5250  
FACSIMILE (559) 435-8776

all rights and benefits to which the principal may be entitled; and to compromise, settle, and discharge all such matters as the agent considers appropriate under the circumstances.

5. To pay any sums of money which may at any time be or become owing from the principal, to sell, and to adjust and compromise any claims which may be made against the principal as the agent considers appropriate under the circumstances.

6. To grant, sell, transfer, mortgage, deed in trust, pledge and otherwise deal in all property, real and personal, which the principal may own; including, but not limited to, any real property described on any exhibit attached to this instrument including property acquired after execution of this instrument; to attach exhibits to this instrument which provide legal descriptions of all such property; and to execute such instruments as the agent deems proper in conjunction with all matters covered in this Paragraph 6.

7. To make gifts and other transfers without consideration or with less than full consideration, outright or in trust, including forgiveness of loans, the completion of charitable pledges made by me and initiation of such charitable pledges or gifts, provided, however, that my agent shall not make any gifts to or for the benefit of himself, his issue or their creditors unless the gifts are for the agent's or his issue's health, education, support or maintenance and are not in discharge of the agent's own legal obligations.

8. To prepare and file all income and other federal and state tax returns which the principal is required to file; to sign the principal's name; hire preparers and advisors and pay for their services; and to do whatever is necessary to protect the principal's assets from assessments for income taxes and other taxes for the years 1995 to 2075. The agent is specifically authorized to receive confidential information; to receive checks in payment of any refund of taxes, penalties, or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements under Internal Revenue Code Section 7121, or any successor statute; and to delegate authority or substitute another representative with respect to all above matters.

9. To borrow such sums as the agent determines to be necessary for the proper management of the principal's property, including, but not limited to, tax planning matters; and to mortgage, convey by deed of trust, grant security interests in, or otherwise encumber any real or personal property now or hereafter owned by the principal, whether acquired by the principal or the agent.

10. To deposit in and draw on any checking, savings, agency, or other accounts which the principal may have in any banks, savings and loan associations, and any accounts with securities brokers or other commercial institutions, and to establish and terminate all such accounts.

11. To invest and reinvest the principal's funds in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate

obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; mortgage participations; that, under the circumstances then prevailing (specifically including, but not limited to, the general economic conditions and the principal's anticipated needs) persons of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the principal's goals; and to consider individual investments as part of an overall plan.

12. To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the principal's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

13. To execute and deliver revocable living trust agreements for the benefit of their heirs, to make additions to any existing or future living trust of which the principal is the settlor; including, but not limited to, THE SAM A. CASTRO FAMILY TRUST, under Declaration of Living Trust, dated August 4, 1989, and to amend or terminate such trusts, all so long as such acts do not substantially alter distribution of the principal's estate during the principal's lifetime or on the principal's death, and so long as all such acts do not cause adverse tax consequences for the principal's estate or the agent's estate.

14. To make direct payments to the provider for tuition and medical care for the principal's issue under Internal Revenue Code Section 2503(e) or any successor statute, which excludes such payments from gift tax liability.

15. To use any credit cards in the principal's name to make purchases and to sign charge slips on behalf of the principal as may be required to use such credit cards; and to close the principal's charge accounts and terminate the principal's credit cards under circumstances where the agent considers such acts to be in the principal's best interest.

16. To convey or release any contingent or expectant interest in property, including marital property rights, and any rights of survivorship incident to joint tenancy.

17. To renounce or disclaim any interests acquired by testate or intestate succession or by inter vivos transfer, including exercising or surrendering any right to revoke a revocable trust.

18. Generally to do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this Durable Power of Attorney, of every kind and nature, as fully and effectively as the principal could do if personally present. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers are expressly restricted.

19. To hire accountants, attorneys at law, clerks, workmen and others, and to remove them, and appoint others in their place and to pay and allow to the persons to be so employed such salaries, wages or other remuneration, as my said agent shall think fit.

20. To constitute and appoint, in his place and stead and as his substitute, one agent or more, for me, with full power of revocation.

21. The agent is authorized and directed to commence enforcement proceedings, at the principal's expense, against any third party who fails to honor this Durable Power of Attorney.

22. Notwithstanding any other possible language to the contrary in this instrument, the agent is specifically NOT granted the following powers:

(a) To use the principal's assets for the agent's own legal obligations, including, but not limited to, support of the agent's dependents, provided, however, this subparagraph (a) shall not apply if the agent is the spouse of the principal;

(b) To exercise any trustee powers under an irrevocable trust of which the agent is a settlor and the principal is a trustee; and

(c) To exercise incidents of ownership over any life insurance policies which the principal owns on the agent's life.

23. Any third party from whom the agent may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records, or documents to the agent. The principal hereby waives any privilege that may apply to release of such information, records, or other documents.

24. The agent's signature under the authority granted in this Durable Power of Attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf. No person or organization who relies on the agent's authority under this instrument shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument.

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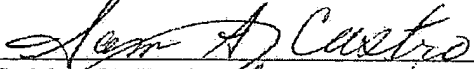
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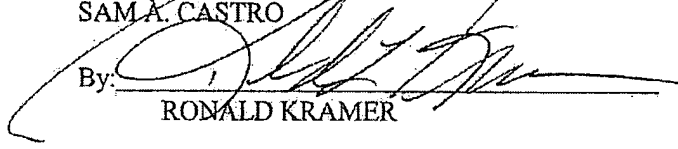
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(a) The following specimen of the handwriting and signature to be used by the agent authorized in this instrument is guaranteed by the principal when it has been duly notarized:

  
\_\_\_\_\_  
SAM A. CASTRO

By:   
\_\_\_\_\_  
RONALD KRAMER

ACKNOWLEDGMENT

STATE OF COLORADO )  
 )  
COUNTY OF ADAMS/JEFFERSON )

On \_\_\_\_\_, 2014, before me, \_\_\_\_\_,  
Notary Public, personally appeared RONALD KRAMER, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument, and  
acknowledged to me that he executed the same in his authorized capacity, and that by his signature  
on the instrument the person, or the entity upon behalf of which the person acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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28. I hereby specifically revoke any power of Powers of Attorney previously granted by me.

My agent is empowered hereby to determine in his sole discretion the time when, purpose for, and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him pursuant hereto; and in the acquisition or disposition of real or personal property, my said agent shall have exclusive power to fix the terms thereof for cash, credit and or property, and if on credit with or without security.

The undersigned, if a married person, hereby further authorizes my said agent, as my duly authorized agent, to join in my behalf, in the execution of any instrument by which any community real property or any interest therein, now owned or hereafter acquired by my spouse and myself, or either of us, is sold, leased, encumbered, or conveyed.

When this contract so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

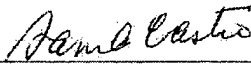
**WARNING TO PERSON EXECUTING THIS DOCUMENT:** This is an important legal document. It creates a Durable Power of Attorney. Before executing this document, you should know these important facts:

(a) This document may provide the person you designate as your agent with broad powers to dispose, sell, convey, and encumber your real and personal property.

(b) These powers will exist for an indefinite period of time unless you limit their duration in this document. These powers will continue to exist notwithstanding your subsequent disability or incapacity.

(c) You have the right to revoke or terminate this Durable Power of Attorney at any time.

WITNESS my hand this day, June 6, \_\_\_\_\_, 2014.

  
\_\_\_\_\_  
SAM A. CASTRO

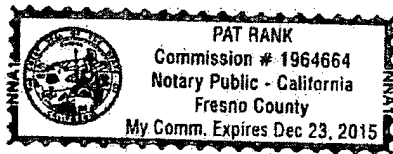
ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 )  
COUNTY OF FRESNO )

On 6/6/14, before me, Pat Rank,  
Notary Public, personally appeared SAM A. CASTRO, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument, and  
acknowledged to me that he executed the same in his authorized capacity, and that by his signature  
on the instrument the person, or the entity upon behalf of which the person acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Pat Rank  
NOTARY PUBLIC

CERTIFICATE OF PRINCIPAL'S LAWYER

I am a lawyer authorized to practice law in the state where this Durable Power of Attorney  
was executed, and the principal was my client at the time this Durable Power of Attorney was  
executed. I have advised my client of his rights in connection with this Durable Power of Attorney  
and the applicable law and the consequences of signing or not signing this Durable Power of  
Attorney, and my client, after being so advised, has executed this Durable Power of Attorney.

Attorney's Signature:

Joan Marie Smith  
JOAN MARIE SMITH



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Fresno

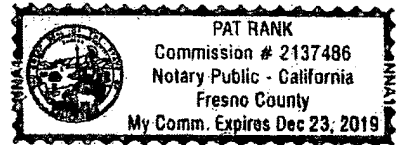
On 4/28/2014 before me, PAT RANK, Notary Public,

personally appeared Ronald L. Kramer,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pat Rank (Seal)



**Exhibit B**

**Accusation No. 800-2017-029116**

1 XAVIER BECERRA  
Attorney General of California  
2 MATTHEW M. DAVIS  
Supervising Deputy Attorney General  
3 STEVE DIEHL  
Deputy Attorney General  
4 State Bar No. 235250  
California Department of Justice  
5 2550 Mariposa Mall, Room 5090  
Fresno, CA 93721  
6 Telephone: (559) 477-1626  
Facsimile: (559) 445-5106  
7 *Attorneys for Complainant*

**FILED**  
**STATE OF CALIFORNIA**  
**MEDICAL BOARD OF CALIFORNIA**  
SACRAMENTO Nov. 14 20 17  
BY [Signature] ANALYST

8 **BEFORE THE**  
9 **MEDICAL BOARD OF CALIFORNIA**  
10 **DEPARTMENT OF CONSUMER AFFAIRS**  
11 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 800-2017-029116

12 **SAM A. CASTRO, M.D.**  
13 333 West Shaw Avenue, Suite 7  
Fresno, CA 93704

**ACCUSATION**

14 **Physician's and Surgeon's Certificate**  
15 **No. C 15434,**

16 Respondent.

17  
18 Complainant alleges:

19 **PARTIES**

20 1. Kimberly Kirchmeyer (Complainant) brings this Accusation solely in her official  
21 capacity as the Executive Director of the Medical Board of California, Department of Consumer  
22 Affairs (Board).

23 2. On or about December 7, 1953, the Medical Board issued Physician's and Surgeon's  
24 Certificate Number C 15434 to Sam A. Castro, M.D. (Respondent). The Physician's and  
25 Surgeon's Certificate was in full force and effect at all times relevant to the charges brought  
26 herein and expired on April 30, 2017.

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1           “(a) Violating or attempting to violate, directly or indirectly, assisting in or abetting the  
2 violation of, or conspiring to violate any provision of this chapter.

3           “(b) Gross negligence.

4           “(c) Repeated negligent acts. To be repeated, there must be two or more negligent acts or  
5 omissions. An initial negligent act or omission followed by a separate and distinct departure from  
6 the applicable standard of care shall constitute repeated negligent acts.

7           “(1) An initial negligent diagnosis followed by an act or omission medically appropriate  
8 for that negligent diagnosis of the patient shall constitute a single negligent act.

9           “(2) When the standard of care requires a change in the diagnosis, act, or omission that  
10 constitutes the negligent act described in paragraph (1), including, but not limited to, a  
11 reevaluation of the diagnosis or a change in treatment, and the licensee's conduct departs from the  
12 applicable standard of care, each departure constitutes a separate and distinct breach of the  
13 standard of care.

14           “(d) Incompetence.

15           “(e) The commission of any act involving dishonesty or corruption which is substantially  
16 related to the qualifications, functions, or duties of a physician and surgeon.

17           “(f) Any action or conduct which would have warranted the denial of a certificate.

18           “(g) The practice of medicine from this state into another state or country without meeting  
19 the legal requirements of that state or country for the practice of medicine. Section 2314 shall not  
20 apply to this subdivision. This subdivision shall become operative upon the implementation of the  
21 proposed registration program described in Section 2052.5.

22           “(h) The repeated failure by a certificate holder, in the absence of good cause, to attend and  
23 participate in an interview by the board. This subdivision shall only apply to a certificate holder  
24 who is the subject of an investigation by the board.”

25           6. Section 2266 of the Code states: “The failure of a physician and surgeon to maintain  
26 adequate and accurate records relating to the provision of services to their patients constitutes  
27 unprofessional conduct.”

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1 FIRST CAUSE FOR DISCIPLINE

2 (Gross Negligence)

3 7. Respondent Sam A. Castro, M.D. is subject to disciplinary action under section 2234,  
4 subdivision (b), in that he engaged in acts amounting to gross negligence. The circumstances are  
5 as follows:

6 8. On or about July 20, 2016, Rehana Aziz, M.D., presented to Respondent for the first  
7 time. At the time, Dr. Aziz was pending a hearing on a Petition for Interim Suspension Order  
8 regarding matters that ultimately resulted in professional discipline.<sup>1</sup> Respondent generated no  
9 notes regarding this encounter, but prescribed a 30 day supply of Adderall<sup>2</sup> to Dr. Aziz.  
10 Respondent completed a billing form for this encounter, on which he circled "Adjustment  
11 Disorder with Mixed Anxiety and Depressed Mood" from all the available diagnoses on the form.

12 9. On or about July 27, 2016, Respondent documented a note which stated, in its  
13 entirety, "Problems with license because of self-prescribing of Adderall. Will have hearing with  
14 Medical Board. I will see her Wednesday, July 27."

15 10. On or about September 2, 2016, Respondent's office sent new patient information  
16 forms to Dr. Aziz. A cover letter instructed Dr. Aziz to "please put the date of July 20, 2016 on  
17 all forms."

18 11. On or about October 12, 2016, a Board investigator interviewed Respondent. During  
19 this interview, Respondent stated that he does not "take many notes," adding that he "found that  
20 they're not that helpful and they distract me and the patient when I see them." Respondent  
21 explained that he relies on his memory to remember patient information when he sees them on  
22 return visits. Respondent stated that this has been his practice for decades. Respondent had no  
23 explanation for the diagnosis he circled on the billing form for his encounter with Dr. Aziz.  
24 Respondent made inconsistent statements during the interview regarding whether he believed Dr.

25 \_\_\_\_\_  
26 <sup>1</sup> See Medical Board of California case number 800-2014-008996.

27 <sup>2</sup> Adderall is a preparation of amphetamine and dextroamphetamine, and is a Schedule II  
28 controlled substance. It is commonly prescribed to treat Attention Deficit Hyperactivity Disorder (ADHD.)

1 Aziz had ADHD or not, or another condition which justified the prescription. The investigator  
2 asked if Dr. Aziz specifically requested to be prescribed Adderall, and Respondent stated "she  
3 must have, otherwise I wouldn't have prescribed it." When asked if he thought Adderall was  
4 dangerous or subject to abuse, Respondent stated "Not very much." When asked what steps he  
5 took to prevent abuse of the Adderall he prescribed to Dr. Aziz, Respondent stated "I don't  
6 remember."

7 12. The standard of care is to keep timely, accurate, and legible medical records. A  
8 Psychiatric Diagnostic Evaluation note should consist of a chief complaint, a history of the  
9 present illness, medical and psychiatric histories, a documentation of current medications and  
10 allergies, substance abuse history, legal history, a mental status exam, a thorough assessment, and  
11 an appropriate treatment plan. The complete lack of a written note in a psychiatric encounter in  
12 which a controlled substance was prescribed is highly unusual and dangerous, and represents an  
13 act of gross negligence.

14 13. The standard of care is to diagnose psychiatric conditions using standardized criteria,  
15 as delineated in the *Diagnostic and Statistical Manual of Mental Disorders* and/or the  
16 *International Classification of Diseases*. Respondent did not use any structured instrument, scale,  
17 or standardized diagnostic criteria to reach a consistent conclusion regarding Dr. Aziz's  
18 diagnosis. Respondent appears to have relied upon Dr. Aziz's self-diagnosis. Prescribing a  
19 controlled substance based solely on a patient request has a high likelihood of resulting in abuse.  
20 Respondent's prescription of Adderall to Dr. Aziz without any clear, independently determined  
21 diagnosis, represents an act of gross negligence.

## 22 SECOND CAUSE FOR DISCIPLINE

### 23 (Repeated Negligent Acts)

24 14. Respondent Sam A. Castro, M.D. is subject to disciplinary action under section 2234,  
25 subdivision (c), in that he engaged in repeated acts of negligence. The circumstances are set forth  
26 in paragraphs 8 through 13, above, which are incorporated here by reference.

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1 **THIRD CAUSE FOR DISCIPLINE**

2 **(Incompetence)**

3 15. Respondent Sam A. Castro, M.D. is subject to disciplinary action under section 2234,  
4 subdivision (d), in that he exhibited incompetence. The circumstances are set forth in paragraphs  
5 8 through 13, above, which are incorporated here by reference. Additional circumstances are as  
6 follows:

7 16. During his interview with the investigator, Respondent exhibited complete ignorance  
8 of the fact that Adderall is a dangerous medication with a high potential for abuse. There are  
9 many studies documenting significant medical and psychiatric morbidity caused by inappropriate  
10 Adderall use. Respondent's lack of knowledge regarding the danger inherent to prescribing  
11 Adderall demonstrates incompetence.

12 17. During his interview with the investigator, Respondent was asked what steps he  
13 usually takes "to detect and prevent abuse of potentially abusable medications." Respondent  
14 stated only that he obtains "a complete statement from the patient about what's happening." A  
15 patient statement is an insufficient safeguard against abuse, as patients may withhold information  
16 or provide false information. The standard of care requires that additional steps be taken,  
17 including but not limited obtaining additional information from other reliable sources, obtaining  
18 serum and/or urine drug screens, having the patient sign a medication contract, and reviewing  
19 CURES.<sup>3</sup> Respondent's ignorance of these additional safeguards demonstrates incompetence.

20 **FOURTH CAUSE FOR DISCIPLINE**

21 **(Recordkeeping)**

22 18. Respondent Sam A. Castro, M.D. is subject to disciplinary action under section 2266  
23 in that he kept inadequate medical records. The circumstances are set forth in paragraphs 8  
24 through 13, which are incorporated here by reference.

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26 \_\_\_\_\_

27 <sup>3</sup> The Controlled Substance Utilization Review and Evaluation System (CURES) is a  
28 government database which medical practitioners may access, which shows all controlled  
substances that have been prescribed and dispensed to a patient in California.



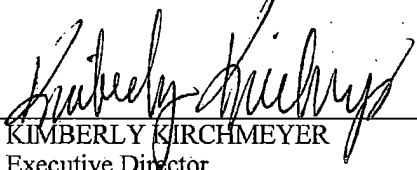
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PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Medical Board of California issue a decision:

1. Revoking or suspending Physician's and Surgeon's Certificate Number C 15434, issued to Sam A. Castro, M.D.;
2. Revoking, suspending or denying approval of Sam A. Castro, M.D.'s authority to supervise physician assistants and advanced practice nurses;
3. Ordering Sam A. Castro, M.D., if placed on probation, to pay the Board the costs of probation monitoring; and
4. Taking such other and further action as deemed necessary and proper.

DATED: November 14, 2017

  
KIMBERLY KIRCHMEYER  
Executive Director  
Medical Board of California  
Department of Consumer Affairs  
State of California  
*Complainant*

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