

BEFORE THE ARIZONA MEDICAL BOARD

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In the Matter of
JULIUS R. CHARLIE, M.D.
Holder of License No. **40519**
For the Practice of Allopathic Medicine
In the State of Arizona.

Case No. MD-14-0058A
**INTERIM CONSENT AGREEMENT
FOR PRACTICE RESTRICTION**

INTERIM CONSENT AGREEMENT

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

INTERIM FINDINGS OF FACT

1. The Board is the duly constituted authority for the regulation and control of the practice of allopathic medicine in the State of Arizona.
2. Respondent is the holder of License No. 40519 for the practice of allopathic medicine in the State of Arizona.
3. The Board initiated case number MD-14-0058A after receiving a complaint that Respondent had been engaged in an inappropriate sexual relationship with a patient.
4. According to the complaint, Respondent had a sexual affair with patient J.C., who was married, for a period of two years, and that during that time period, Respondent prescribed J.C. a high amount of Fiorinal with Codeine and OxyContin.
5. Respondent admitted to having a sexual relationship with patient J.C., and to providing her with financial support. Respondent further stated that J.C.'s last visit was in October of 2013; however, a review of J.C.'s medical records shows that Respondent wrote prescriptions for various controlled substances, including reglan and Depakote, without seeing J.C. in the office until May, 2014.

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) until he applies to the Executive
7 Director and receives permission to do so as stated in paragraph 3 below. Respondent
8 may not request release from or modification of this Interim Consent Agreement for
9 Practice Restriction until he has completed an intensive treatment program at either a
10 residential or partial-hospitalization level to address professional sexual boundary
11 violations and other concerns as identified by Pine Grove and any recommendations that
12 arise as a result of the assessment including evaluation and treatment.

13 2. If substance abuse monitoring is recommended, Respondent shall enroll in
14 the Board's PHP within 5 days of the recommendation to do so. Respondent must comply
15 with all the terms and conditions of PHP monitoring, including at a minimum the following:

- 16 i. Respondent shall not consume alcohol or any food or other substance
17 containing poppy seeds or alcohol.
- 18 ii. Respondent shall not take any illegal drugs or mood altering medications.
- 19 iii. All prescriptions for controlled substances shall be approved by the PHP
20 prior to being filled except in an Emergency. Controlled substances
21 prescribed and filled in an emergency shall be reported to the PHP within 48
22 hours. Respondent shall take no Medication unless the Primary Care
23 Physician ("PCP") or other health care provider to whom the PCP refers
24 Respondent prescribes and the PHP approves the Medication. Respondent
25 shall not self-prescribe any Medication. "Medication" means a prescription-

- 1 only drug, controlled substance, and over-the counter preparation, other than
2 plain aspirin, plain ibuprofen, and plain acetaminophen. Respondent shall
3 submit to random biological fluid, hair and nail testing to ensure compliance
4 with PHP.
- 5 iv. Respondent shall provide the PHP in writing with one telephone number that
6 shall be used to contact Respondent on a 24 hour per day/seven day per
7 week basis to submit to biological fluid, hair and nail testing to ensure
8 compliance with PHP. For the purposes of this section, telephonic notice
9 shall be deemed given at the time a message to appear is left at the contact
10 telephone number provided by Respondent. Respondent authorizes any
11 person or organization conducting tests on the collected samples to provide
12 testing results to the PHP. Respondent shall comply with all requirements
13 for biological fluid, hair and nail collection. Respondent shall pay for all costs
14 for the testing.
- 15 v. Respondent shall provide the PHP with written notice of any plans to travel
16 out of state.
- 17 vi. Respondent shall successfully complete a PHP approved alcohol/drug
18 awareness education class with hours to be directed by PHP.
- 19 vii. Respondent must provide full consent for the PHP to discuss the
20 Respondent's case with the Respondent's PCP or any other health care
21 providers to ensure compliance with PHP.
- 22 viii. The relationship between the Respondent and the PHP is a direct
23 relationship. Respondent shall not use an attorney or other intermediary to
24 communicate with the PHP on participation and compliance issues.
- 25 ix. Respondent shall be responsible for all costs, including PHP costs

1 associated with participating in PHP at the time service is rendered, or within
2 30 days of each invoice sent to the Respondent. An initial deposit of two
3 months PHP fees is due upon entering the program. Failure to pay either
4 the initial PHP deposit or monthly fees 60 days after invoicing will be
5 reported to the Board by the PHP and may result in disciplinary action up to
6 and including revocation.

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

17 xi. In the event Respondent resides or practices as a physician in a state other
18 than Arizona, Respondent shall participate in the rehabilitation program
19 sponsored by that state's medical licensing authority or medical society.
20 Respondent shall cause the monitoring state's program to provide written
21 quarterly reports to the PHP regarding Respondent's attendance,
22 participation, and monitoring. The monitoring state's program and
23 Respondent shall immediately notify the PHP if Respondent: a) is non-
24 compliant with any aspect of the monitoring requirements; b) relapses; c)
25 tests positive for controlled substances; d) has low specific gravity urine drug

1 test(s), missed and/or late urine drug tests, or otherwise rejected urine drug
2 tests; and e) is required to undergo any additional treatment.

3 xii. The PHP shall immediately notify the Board if Respondent: a) is non-
4 compliant with any aspect of the monitoring requirements or this Interim
5 Consent Agreement; b) relapses; c) tests positive for controlled substances;
6 d) has low specific gravity urine drug test(s), missed and/or late urine drug
7 tests, or otherwise rejected urine drug tests; and e) is required to undergo
8 any additional treatment.

9 3. Once all of the terms and conditions of this Interim Consent Agreement have
10 been met, Respondent may request, in writing, release and/or modification of this Interim
11 Consent Agreement. The Executive Director, in consultation with and agreement of the
12 lead Board member and the Chief Medical Consultant, has the discretion to determine
13 whether it is appropriate to release Respondent from this Interim Consent Agreement.

14 4. The Board retains jurisdiction and may initiate new action based upon any
15 violation of this Interim Consent Agreement, including, but not limited to, summarily
16 suspending Respondent's license.

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

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

RECITALS

23 Respondent understands and agrees that:
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1 1. The Board, through its Executive Director, may adopt this Interim Consent
2 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25) and A.A.C. R4-16-
3 504.

4 2. Respondent has read and understands this Interim Consent Agreement as
5 set forth herein, and has had the opportunity to discuss this Interim Consent Agreement
6 with an attorney or has waived the opportunity to discuss this Interim Consent Agreement
7 with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and
8 by doing so agrees to abide by all of its terms and conditions.

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

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

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

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

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

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

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

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

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9 _____
10 JULIUS R. CHARLIE, M.D.

DATED: 7/6/15

11 DATED this 6th day of July, 2015.
12 *firm*

13 ARIZONA MEDICAL BOARD
14 By Patricia E. McSorley
15 Patricia E. McSorley
Executive Director

16 EXECUTED COPY of the foregoing e-mailed
17 this 06 day of July, 2015 to:

18 Julius Ray Charlie, M.D.
Address of Record
19 Greenberg and Sucher, M.D.
Address of Record

20 ORIGINAL of the foregoing filed
21 this 06 day of July, 2015 with:

22 Arizona Medical Board
23 9545 E. Doubletree Ranch Road
Scottsdale, AZ 85258

24 Markus Jones
25 Arizona Medical Board Staff