

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

In the Matter of the Accusation Against:)
)
)
JUERGEN G. WINKLER, M.D.) Case No. 10-2009-200762
)
Physician's and Surgeon's)
Certificate No. G 67075)
)
Respondent.)
_____)

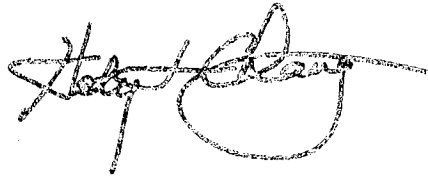
DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Medical Board of California, Department of Consumer Affairs, State of California, as its Decision in this matter.

This Decision shall become effective at 5:00 p.m. on July 13, 2012.

IT IS SO ORDERED June 13, 2012.

MEDICAL BOARD OF CALIFORNIA



By: _____
Hedy Chang, Chair
Panel B

1 KAMALA D. HARRIS
Attorney General of California
2 THOMAS S. LAZAR
Supervising Deputy Attorney General
3 MICHAEL S. COCHRANE
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9
10 **BEFORE THE
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

11
12 In the Matter of the Accusation Against:

Case No. 10-2009-200762

13 **JUERGEN G. WINKLER, M.D.**
2204 El Camino Real, Suite 104
14 Oceanside, CA 92054

OAH No. 2011080162

15 **Physician's and Surgeon's Certificate**
16 **No. G67075,**

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

17 Respondent.

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

20 **PARTIES**

21 1. Linda K. Whitney (Complainant) is the Executive Director of the Medical
22 Board of California. She brought this action solely in her official capacity and is represented in
23 this matter by Kamala D. Harris, Attorney General of the State of California, by Michael S.
24 Cochrane, Deputy Attorney General.

25 2. Respondent Juergen G. Winkler, M.D. (Respondent) is represented in this
26 proceeding by attorney Steven H. Zeigen, Esq., whose address is: Rosenberg, Sphall &
27 Associates, 750 "B" Street, Suite 3210, San Diego, CA 92101.

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1 **CULPABILITY**

2 8. Respondent does not contest that, at an administrative hearing, complainant
3 could establish a prima facie case with respect to the charges and allegations contained in
4 Accusation No. 10-2009-200762, and that he has thereby subjected his Physician's and Surgeon's
5 Certificate No. G67075 to disciplinary action.

6 9. Respondent further agrees that if he ever petitions for early termination or
7 modification of probation, or if an accusation and/or petition to revoke probation is filed against
8 him before the Medical Board of California, all of the charges and allegations contained in
9 Accusation No. 10-2009-200762 shall be deemed true, correct and fully admitted by respondent
10 for purposes of any such proceeding or any other licensing proceeding involving respondent in
11 the State of California or elsewhere.

12 10. Respondent understands that by signing this stipulation he agrees to be bound
13 by the Board's imposition of discipline as set forth in the Disciplinary Order below, without
14 further process.

15 **CONTINGENCY**

16 11. The parties agree that this Stipulated Settlement and Disciplinary Order shall be
17 submitted to the Board for its consideration in the above-entitled matter and, further, that the
18 Board shall have a reasonable period of time in which to consider and act on this Stipulated
19 Settlement and Disciplinary Order after receiving it.

20 12. The parties agree that this Stipulated Settlement and Disciplinary Order shall be
21 null and void and not binding upon the parties unless approved and adopted by the Board, except
22 for this paragraph, which shall remain in full force and effect. Respondent fully understands and
23 agrees that in deciding whether or not to approve and adopt this Stipulated Settlement and
24 Disciplinary Order, the Board may receive oral and written communications from its staff and/or
25 the Attorney General's office. Communications pursuant to this paragraph shall not disqualify the
26 Board, any member thereof, and/or any other person from future participation in this or any other
27 matter affecting or involving respondent. In the event that the Board, in its discretion, does not
28 approve and adopt this Stipulated Settlement and Disciplinary Order, with the exception of this

1 paragraph, it shall not become effective, shall be of no evidentiary value whatsoever, and shall
2 not be relied upon or introduced in any disciplinary action by either party hereto. Respondent
3 further agrees that should the Board reject this Stipulated Settlement and Disciplinary Order for
4 any reason, respondent will assert no claim that the Board, or any member thereof, was
5 prejudiced by its/his/her review, discussion and/or consideration of this Stipulated Settlement and
6 Disciplinary Order or of any matter or matters related hereto.

7 ADDITIONAL PROVISIONS

8 13. This Stipulated Settlement and Disciplinary Order is intended by the parties
9 herein to be an integrated writing representing the complete, final and exclusive embodiment of
10 the agreements of the parties in the above-entitled matter.

11 14. The parties agree that facsimile copies of this Stipulated Settlement and
12 Disciplinary Order, including facsimile signatures of the parties, may be used in lieu of original
13 documents and signatures and, further, that facsimile copies shall have the same force and effect
14 as originals.

15 15. In consideration of the foregoing admissions and stipulations, the parties agree
16 the Board may, without further notice to or opportunity to be heard by respondent, issue and enter
17 the following Disciplinary Order:

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

21 DISCIPLINARY ORDER

22 IT IS HEREBY ORDERED that Physician's and Surgeon's Certificate No. G67075
23 issued to respondent Juergen G. Winkler, M.D. (Respondent) is revoked. However, the
24 revocation is stayed and respondent is placed on probation for three (3) years from the effective
25 date of this Decision on the following terms and conditions.

26 1. MEDICAL RECORD KEEPING COURSE.

27 Within 60 calendar days of the effective date of this Decision, respondent shall enroll
28 in a course in medical record keeping equivalent to the Medical Record Keeping Course offered

1 by the Physician Assessment and Clinical Education Program, University of California, San
2 Diego School of Medicine (Program), approved in advance by the Board or its designee.
3 Respondent shall provide the program with any information and documents that the Program may
4 deem pertinent. Respondent shall participate in and successfully complete the classroom
5 component of the course not later than six (6) months after respondent's initial enrollment.
6 Respondent shall successfully complete any other component of the course within one (1) year of
7 enrollment. The medical record keeping course shall be at respondent's expense and shall be in
8 addition to the Continuing Medical Education (CME) requirements for renewal of licensure.

9 A medical record keeping course taken after the acts that gave rise to the charges in
10 Accusation No. 10-2009-200762, but prior to the effective date of the Decision may, in the sole
11 discretion of the Board or its designee, be accepted towards the fulfillment of this condition if the
12 course would have been approved by the Board or its designee had the course been taken after the
13 effective date of this Decision.

14 Respondent shall submit a certification of successful completion to the Board or its
15 designee not later than 15 calendar days after successfully completing the course, or not later than
16 15 calendar days after the effective date of the Decision, whichever is later.

17 **2. PROFESSIONALISM PROGRAM (ETHICS COURSE)**

18 Within 60 calendar days of the effective date of this Decision, respondent shall enroll
19 in a professionalism program, that meets the requirements of Title 16, California Code of
20 Regulations, section 1358. Respondent shall participate in and successfully complete that
21 program. Respondent shall provide any information and documents that the program may deem
22 pertinent. Respondent shall successfully complete the classroom component of the program not
23 later than six (6) months after respondent's initial enrollment, and the longitudinal component of
24 the program not later than the time specified by the program, but no later than one (1) year after
25 attending the classroom component. The professionalism program shall be at respondent's
26 expense and shall be in addition to the Continuing Medical Education (CME) requirements for
27 renewal of licensure.

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1 A professionalism program taken after the acts that gave rise to the charges in
2 Accusation No. 10-2009-200762, but prior to the effective date of the Decision may, in the sole
3 discretion of the Board or its designee, be accepted towards the fulfillment of this condition if the
4 program would have been approved by the Board or its designee had the program been taken after
5 the effective date of this Decision.

6 Respondent shall submit a certification of successful completion to the Board or its
7 designee not later than 15 calendar days after successfully completing the program or not later
8 than 15 calendar days after the effective date of the Decision, whichever is later.

9 **3. CLINICAL TRAINING PROGRAM**

10 Within 60 calendar days of the effective date of this Decision, respondent shall enroll
11 in a clinical training or educational program equivalent to the Physician Assessment and Clinical
12 Education Program (PACE) offered at the University of California - San Diego School of
13 Medicine ("Program"). Respondent shall successfully complete the Program not later than six (6)
14 months after respondent's initial enrollment unless the Board or its designee agrees in writing to
15 an extension of that time.

16 The Program shall consist of a Comprehensive Assessment program comprised of a
17 two-day assessment of respondent's physical and mental health; basic clinical and communication
18 skills common to all clinicians; and medical knowledge, skill and judgment pertaining to
19 respondent's area of practice in which respondent was alleged to be deficient, and at minimum, a
20 40-hour program of clinical education in the area of practice in which respondent was alleged to
21 be deficient and which takes into account data obtained from the assessment, Decision,
22 Accusation, and any other information that the Board or its designee deems relevant. Respondent
23 shall pay all expenses associated with the clinical training program.

24 Based on respondent's performance and test results in the assessment and clinical
25 education, the Program will advise the Board or its designee of its recommendation(s) for the
26 scope and length of any additional educational or clinical training, treatment for any medical
27 condition, treatment for any psychological condition, or anything else affecting respondent's
28 practice of medicine. Respondent shall comply with Program recommendations.

1 At the completion of any additional educational or clinical training, respondent shall
2 submit to and pass an examination. Determination as to whether respondent successfully
3 completed the examination or successfully completed the program is solely within the program's
4 jurisdiction.

5 If respondent fails to enroll, participate in, or successfully complete the clinical
6 training program within the designated time period, respondent shall receive a notification from
7 the Board or its designee to cease the practice of medicine within three (3) calendar days after
8 being so notified. The respondent shall not resume the practice of medicine until enrollment or
9 participation in the outstanding portions of the clinical training program have been completed. If
10 the respondent did not successfully complete the clinical training program, the respondent shall
11 not resume the practice of medicine until a final decision has been rendered on the accusation
12 and/or a petition to revoke probation. The cessation of practice shall not apply to the reduction of
13 the probationary time period.

14 **4. PROHIBITED PRACTICE**

15 During probation, respondent is prohibited from making and disseminating, or
16 causing to be made or disseminated, any false or misleading statements, whether oral or written,
17 to patients or potential patients, regarding insulin potentiation therapy (IPT). This prohibition
18 includes, but is not limited to, all of the false and/or misleading advertising described in the
19 Fourth Cause for Discipline in Accusation No. 10-2009-200762 and any false or misleading
20 statements made in any advertising, website operated by respondent or on respondent's behalf,
21 verbal informed consent, or written informed consent document, blog, or informational materials
22 distributed by respondent.

23 **5. NOTIFICATION**

24 Within seven (7) days of the effective date of this Decision, the respondent shall
25 provide a true copy of this Decision and Accusation to the Chief of Staff or the Chief Executive
26 Officer at every hospital where privileges or membership are extended to respondent, at any other
27 facility where respondent engages in the practice of medicine, including all physician and locum
28 tenens registries or other similar agencies, and to the Chief Executive Officer at every insurance

1 carrier which extends malpractice insurance coverage to respondent. Respondent shall submit
2 proof of compliance to the Board or its designee within 15 calendar days.

3 This condition shall apply to any change(s) in hospitals, other facilities or insurance
4 carrier.

5 **6. SUPERVISION OF PHYSICIAN ASSISTANTS**

6 During probation, respondent is prohibited from supervising physician assistants.

7 **7. OBEY ALL LAWS**

8 Respondent shall obey all federal, state and local laws, all rules governing the
9 practice of medicine in California and remain in full compliance with any court ordered criminal
10 probation, payments, and other orders.

11 **8. QUARTERLY DECLARATIONS**

12 Respondent shall submit quarterly declarations under penalty of perjury on forms
13 provided by the Board, stating whether there has been compliance with all the conditions of
14 probation.

15 Respondent shall submit quarterly declarations not later than 10 calendar days after
16 the end of the preceding quarter.

17 **9. COMPLIANCE WITH PROBATION UNIT**

18 Respondent shall comply with the Board's probation unit and all terms and conditions
19 of this Decision.

20 **10. ADDRESS CHANGES**

21 Respondent shall, at all times, keep the Board informed of respondent's business and
22 residence addresses, email address (if available), and telephone number. Changes of such
23 addresses shall be immediately communicated in writing to the Board or its designee. Under no
24 circumstances shall a post office box serve as an address of record, except as allowed by Business
25 and Professions Code section 2021, subdivision (b).

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1 **11. PLACE OF PRACTICE**

2 Respondent shall not engage in the practice of medicine in respondent's or patient's
3 place of residence, unless the patient resides in a skilled nursing facility or other similar licensed
4 facility.

5 **12. LICENSE RENEWAL**

6 Respondent shall maintain a current and renewed California physician's and
7 surgeon's license.

8 **13. TRAVEL OR RESIDENCE OUTSIDE CALIFORNIA**

9 Respondent shall immediately inform the Board or its designee, in writing, of travel
10 to any areas outside the jurisdiction of California which lasts, or is contemplated to last, more
11 than thirty (30) calendar days.

12 In the event respondent should leave the State of California to reside or to practice,
13 respondent shall notify the Board or its designee in writing 30 calendar days prior to the dates of
14 departure and return.

15 **14. INTERVIEW WITH THE BOARD OR ITS DESIGNEE**

16 Respondent shall be available in person upon request for interviews either at
17 respondent's place of business or at the probation unit office, with or without prior notice
18 throughout the term of probation.

19 **15. NON-PRACTICE WHILE ON PROBATION**

20 Respondent shall notify the Board or its designee in writing within 15 calendar days
21 of any periods of non-practice lasting more than 30 calendar days and within 15 calendar days of
22 respondent's return to practice. Non-practice is defined as any period of time respondent is not
23 practicing medicine in California as defined in Business and Professions Code sections 2051 and
24 2052 for at least 40 hours in a calendar month in direct patient care, clinical activity or teaching,
25 or other activity as approved by the Board. All time spent in an intensive training program which
26 has been approved by the Board or its designee shall not be considered non-practice. Practicing
27 medicine in another state of the United States or Federal jurisdiction while on probation with the
28

1 medical licensing authority of that state or jurisdiction shall not be considered non-practice. A
2 Board-ordered suspension of practice shall not be considered as a period of non-practice.

3 In the event respondent's period of non-practice while on probation exceeds 18
4 calendar months, respondent shall successfully complete a clinical training program that meets
5 the criteria of Condition 18 of the current version of the Board's "Manual of Model Disciplinary
6 Orders and Disciplinary Guidelines" prior to resuming the practice of medicine.

7 Respondent's period of non-practice while on probation shall not exceed two (2)
8 years.

9 Periods of non-practice will not apply to the reduction of the probationary term.

10 Periods of non-practice will relieve respondent of the responsibility to comply with
11 the probationary terms and conditions with the exception of this condition and the following
12 terms and conditions of probation: Obey All Laws (Term 7, above); and General Probation
13 Requirements (Terms 9, 10, 11, 12, and 13, above).

14 16. COMPLETION OF PROBATION

15 Respondent shall comply with all financial obligations (e.g., restitution, probation
16 costs) not later than 120 calendar days prior to the completion of probation. Upon successful
17 completion of probation, respondent's certificate shall be fully restored.

18 17. VIOLATION OF PROBATION

19 Failure to fully comply with any term or condition of probation is a violation of
20 probation. If respondent violates probation in any respect, the Board, after giving respondent
21 notice and the opportunity to be heard, may revoke probation and carry out the disciplinary order
22 that was stayed. If an Accusation, or Petition to Revoke Probation, or an Interim Suspension
23 Order is filed against respondent during probation, the Board shall have continuing jurisdiction
24 until the matter is final, and the period of probation shall be extended until the matter is final.

25 18. LICENSE SURRENDER

26 Following the effective date of this Decision, if respondent ceases practicing due to
27 retirement or health reasons or is otherwise unable to satisfy the terms and conditions of
28 probation, respondent may request to surrender his or her license. The Board reserves the right to

1 evaluate respondent's request and to exercise its discretion in determining whether or not to grant
 2 the request, or to take any other action deemed appropriate and reasonable under the
 3 circumstances. Upon formal acceptance of the surrender, respondent shall within 15 calendar
 4 days deliver respondent's wallet and wall certificate to the Board or its designee and respondent
 5 shall no longer practice medicine. Respondent will no longer be subject to the terms and
 6 conditions of probation. If respondent re-applies for a medical license, the application shall be
 7 treated as a petition for reinstatement of a revoked certificate.

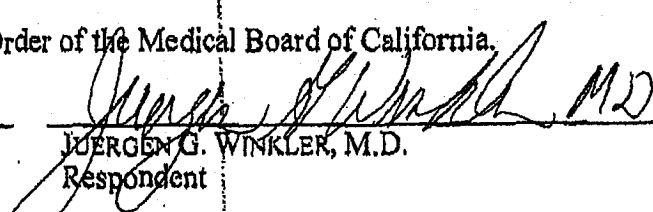
8 **19. PROBATION MONITORING COSTS**

9 Respondent shall pay the costs associated with probation monitoring each and every
 10 year of probation, as designated by the Board, which may be adjusted on an annual basis. Such
 11 costs shall be payable to the Medical Board of California and delivered to the Board or its
 12 designee no later than January 31 of each calendar year.

13 **ACCEPTANCE**

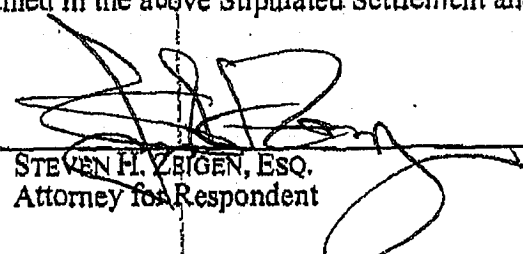
14 I have carefully read the above Stipulated Settlement and Disciplinary Order and have
 15 fully discussed it with my attorney, Steven H. Zeigen, Esq. I understand the stipulation and the
 16 effect it will have on my Physician's and Surgeon's Certificate No. G67075. I enter into this
 17 Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree
 18 to be bound by the Decision and Order of the Medical Board of California.

19 DATED: 5/11/12


 20 JUERGEN G. WINKLER, M.D.
 Respondent

21 I have read and fully discussed with respondent Juergen G. Winkler, M.D., the terms
 22 and conditions and other matters contained in the above Stipulated Settlement and Disciplinary
 23 Order. I approve its form and content.

24 DATED: 5/10/12


 25 STEVEN H. ZEIGEN, ESQ.
 Attorney for Respondent

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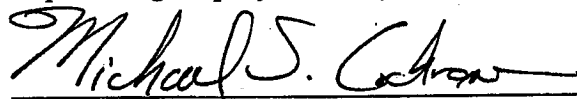
ENDORSEMENT

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

Dated: 05/14/12

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
THOMAS S. LAZAR
Supervising Deputy Attorney General



MICHAEL S. COCHRANE
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

Accusation No. 10-2009-200762