

**BEFORE THE MISSOURI BOARD OF REGISTRATION
FOR THE HEALING ARTS**

State Board of Registration)
For the Healing Arts,)
Petitioner)
v.)
Zaki A. Ajans, M.D.)
Respondent)

Case number: 2005-003104

ORDER

It is hereby ordered that effective May 1, 2011, the Probation issued on May 1, 2006, upon Respondent's license to practice medicine, number 33037 is hereby terminated and the said license is hereby returned to its full privileges free and clear of all restrictions.



Tina Steinman

Tina Steinman
Executive Director

5/2/11
Date

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND ZAKI A. AJANS, M.D.**

Come now Zaki A. Ajans, M.D., (hereinafter the "Licensee") and the State Board of Registration for the Healing Arts (hereinafter the "Board") and enter into this agreement for the purpose of resolving the question of whether Licensee's license as a physician or surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to §621.045, RSMo.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided to the Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part III herein is based only on the Agreement set out in Parts I and II herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I. JOINT STIPULATIONS OF FACT

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

1. The State Board of Registration for the Healing Arts is an agency of the State of Missouri created and established pursuant to §334.120 for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Licensee, Zaki A. Ajans, M.D., is licensed by the Board as a physician and surgeon, license number 33037, which was first issued on October 17, 1970. Licensee's certificate of registration is active and was current and active at all times mentioned herein.

3. On or about December 1, 2005, Licensee entered into a Settlement Agreement (hereinafter the "BNDD Agreement") with the Missouri Department of Health and Senior Services, Bureau of Narcotics and Dangerous Drugs (hereinafter "BNDD").

4. In the BNDD Agreement, the Licensee stipulated that he is employed by Options Unlimited Clinic which has offices at 400 E. Liberty, Mexico, Missouri and 5060 County Road 306, Fulton, Missouri. Licensee spent approximately two (2) days a month in each clinic location seeing patients. On or around January 1, 2003, Licensee left his employment as the inpatient medical director for the Audrain Medical Center and agreed to work a total of four (4) days each month for Options Unlimited. Licensee is the only licensed physician providing service at Options Unlimited. He requested the DEA registration for the Options Unlimited clinic located in Mexico and his home address. Licensee had previously worked in hospital settings where inventory and other controlled substance record keeping requirements were primarily performed by the pharmacy department. Licensee assumed that the staff at Options Unlimited would fulfill his responsibilities for these duties in the clinics. Licensee admits that he was not aware of the requirements for maintaining inventories and records for controlled substances. The staff at Options Unlimited performed physical counts of the medications received and dispensed. The information recorded did not contain all of

the information required under Chapter 195, RSMo and its attendant regulations. The patient's address was not recorded.

5. In the BNDD Agreement, the Licensee stipulated that he received Lorazepam and Provigil at his home address of 2304 Deer Creek Court, Columbia, Missouri. In December 2004, Licensee transported the controlled substances to 5060 Country Road 306, Fulton, Missouri, for dispensing. Licensee had a DEA registration for the Fulton location, but did not have a current BNDD controlled substance registration to stock or to receive controlled substances at either of these locations which is a violation of §195.030.6, RSMo 2000 and 19 CSR 30-1.026(3).

6. In the BNDD Agreement, the Licensee stipulated that Lorazepam is codified as a Schedule IV controlled substance pursuant to §195.017.8(2)(z), RSMo. Supp. 2003.

7. In the BNDD Agreement, the Licensee stipulated that Provigil is a brand name for a drug product containing modafinil, which is codified as a Schedule IV controlled substance pursuant to 19 CSR 30-1.002(1)(D)(4)(g).

8. In the BNDD Agreement, the Licensee stipulated that he did not maintain an initial inventory of controlled substances he received and dispensed, which is a violation of §195.050.6, RSMo 2000 and 19 CSR 30-1.042(2)(A).

9. In the BNDD Agreement, the Licensee stipulated that he did not maintain receipt records or invoices for controlled substances received, which is a violation of 19 CSR 30-1.048(1).

10. In the BNDD Agreement, the Licensee stipulated that he did not maintain dispensing records for the Lorazepam, Provigil, and Darvocet he dispensed with the name of the controlled substance, finished form, number of units received, the name and address and registration number of the person from whom the controlled substance was received, the number of units dispensed, the name and address of the person to whom it was dispensed, the date of dispensing, the number of units dispensed and the written name or initials of the individual who dispensed the controlled substances, which is a violation of §195.050.6, RSMo 2000, 19 CSR 30-1.044(1), and 19 CSR 30-1.048(1).

11. In the BNDD Agreement, the Licensee stipulated that Darvocet is a brand name for a drug product containing dextropropoxyphene, which is codified as a Schedule IV controlled substance pursuant to §195.017.8(1)(b), RSMo Supp. 2003.

12. In the BNDD Agreement, the Licensee stipulated that he dispensed controlled substance samples in their factory packaging without a label showing his name and address, the name of the patient, directions for use, and the exact name and strength of the drug dispensed, which is a violation of §195.100.5, RSMo 2000 and 19 CSR 30-1.066.

13. In the BNDD Agreement, the Licensee stipulated that he dispensed controlled substance samples without applying a warning label that warned against the transfer of controlled substances to any person other than the patient, which is a violation of §195.100.3, RSMo 2000.

14. In the BNDD Agreement, the Licensee stipulated that, a supervisor at the Fulton facility of Option Unlimited, ordered another employee to flush Provigil down the toilet, upon learning that a BNDD investigator was coming to inspect the facility, which is a violation of 19 CSR 30-1.078(1). Licensee was not aware that the supervisor had ordered the disposal of the medications. However, Licensee is the only licensed physician at the Options Unlimited Fulton facility and was responsible for all controlled substances activities.

15. In the BNDD Agreement, the Licensee stipulated that, at the request of another licensed physician in Mexico, Options Unlimited maintained a supply of controlled substances that had originally been dispensed by a pharmacy pursuant to prescriptions of the other physician, for that physician's borderline behavior-disordered patient who had attempted to commit suicide by drug overdose and had continuous suicidal ideations. The weekly dispensing of medicine was used to monitor the medication received by the patient. Since the Licensee is the only licensed physician at the Options Unlimited facility and all controlled substances activities occurred under his authority, receipt of these medications was a violation of §195.070.3, RSMo 2000.

16. In the BNDD Agreement, the Licensee stipulated that cause existed to discipline his Missouri Controlled Substances Registration, number 25778, issued by BNDD, pursuant to §195.040.7(4), RSMo 2000.

17. In the BNDD Agreement, the Licensee agreed to have his BNDD registration be placed on probation for a period of five (5) years.

II. JOINT CONCLUSIONS OF LAW

18. Based on the foregoing, Licensee's license as a physician and surgeon is subject to disciplinary action pursuant to §334.100.2(13) and (23) RSMo 2005, which provide:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

* * * *

(13) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

* * * *

(23) Revocation, suspension, limitation or restriction of any kind whatsoever of any controlled substance authority, whether agreed to voluntarily or not;

* * * *

19. Licensee's conduct, as established by the foregoing facts, falls within the intendments of § 334.100.2(13) and (23) RSMo 2005.

20. Cause exists for the Board to take disciplinary action against Licensee's license under § 334.100.2(13) and (23) RSMo 2005.

III. JOINT DISCIPLINARY ORDER

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the

Healing Arts in this matter under the authority of §621.110 RSMo 2000. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

21. Medical license number 33037, issued by the Board to the Licensee, is hereby placed on PROBATION for a period of five (5) years (hereinafter the “disciplinary period”) from the date of Execution of this Agreement. During the disciplinary period, Licensee shall be entitled to engage in the practice of medicine under Chapter 334 RSMo, provided he adheres to all of the terms of this Agreement.

22. During the disciplinary period, Licensee shall comply with all the terms set forth in the above-referenced BNDD Agreement.

23. During the disciplinary period, all prescription or medication orders for controlled substances issued by the Licensee shall indicate whether the prescription may be refilled. If the prescription is not to be refilled, the word “NONE” shall be entered on the order. If the prescription may be refilled, the number of times shall be written on the order. The number of refills to be dispensed SHALL BE WRITTEN OUT IN LONGHAND in addition to Roman or Arabic numerals in order to discourage alterations in written prescription orders.

24. During the disciplinary period, Licensee shall use a separate prescription blank for each controlled substance order.

25. During the disciplinary period, duplicate, serially numbered copies of all prescriptions issued for controlled substances shall be maintained complete with the information required by §195.060.1, RSMo 2000, maintained separately from each patient's charts, filed in chronological order, and readily retrievable for inspection and copying by Board investigators, BNDD investigators, or United States Drug Enforcement Administration Investigators.

26. During the disciplinary period, Licensee shall institute a procedure whereby a daily record of telephone prescriptions and refill authorizations for Schedule III, IV and V controlled substances issued by Licensee, or his staff on his behalf, shall be established and maintained. The following information shall be included in the record: date, patient's name, patient's address, drug, drug strength, drug quantity, name of firm requesting authorization, and name of person transmitting approval.

27. During the disciplinary period, Licensee shall not order, purchase or accept controlled substances, including samples. Should unsolicited samples of controlled substances be received via mail or common carrier, the Licensee shall immediately notify the Board of the receipt of said samples and again notify the Board when Licensee has properly disposed of said samples through BNDD. However, the Licensee may purchase from a retail pharmacy any controlled substances prescribed for him by another licensed physician.

28. All controlled substances in the Licensee's possession shall be transferred to the possession of another authorized registrant within thirty (30) days of the date of the

execution of this agreement. This paragraph shall not apply to medication located in the licensee's residence which have been prescribed by a licensed physician for a specific ailment for the Licensee or a member of his family.

29. Within one (1) year of the effective date of this agreement, the Licensee shall attend and successfully complete a course on controlled substance record keeping and security. Before attending this course, the Licensee must obtain the Board's approval of the selected course. After attending this course, the Licensee shall provide the Board with written documentation of the successful completion of the course.

30. During the disciplinary period, Licensee shall not violate any provision of Chapter 195 of the Revised Statutes of Missouri nor any regulation promulgated thereunder.

31. During the disciplinary period, Licensee shall not violate any provision of Chapter 334 of the Revised Statutes of Missouri nor any regulation promulgated thereunder.

32. During the disciplinary period, Licensee shall apply for Missouri Controlled Substance Registrations in a timely fashion and shall be current in his registrations at all times.

33. During the disciplinary period, Licensee shall timely renew his license with the Board and timely pay all fees required for licensing and comply with all other Board requirements necessary to maintain Licensee's license in a current and active status.

34. During the disciplinary period, Licensee shall keep the Board informed of his current work and home telephone numbers and addresses. Licensee shall notify the Board in writing within ten (10) days of any change in this information.

35. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this disciplinary Order. During the disciplinary period, Licensee agrees that Board investigators, BNDD investigators, and United States Drug Enforcement Administration investigators shall have access to all required controlled drug records at any time during regular office hours.

36. During the disciplinary period, Licensee shall appear in person for interviews with the Board or its designee upon request.

37. Within ten (10) days of the effective date of this agreement, the Licensee shall notify, in writing, the medical licensing authorities of any other jurisdiction(s) in which he licensed, regarding his disciplinary status in Missouri. Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority. In the event Licensee should leave Missouri to reside or practice medicine outside the state during the disciplinary period, Licensee shall notify the Board in writing of the dates of departure and return no later than ten (10) days before Licensee's departure. Furthermore, Licensee shall, no later than ten (10) days after the commencement of any residence or practice outside this state, notify in writing the medical licensing authorities in the

jurisdiction in which Licensee is residing or practicing of Licensee's disciplinary status in Missouri.

38. Licensee shall notify, within fifteen (15) days of the effective date of this Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Licensee shall notify any physician assistants or other allied health care professionals he supervises of the disciplinary action imposed. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

39. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Agreement shall be mailed to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

40. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document.

41. Upon the expiration of the disciplinary period, Licensee's license shall be fully restored if all requirements of law have been satisfied; provided however, that in the event the State Board of Registration for the Healing Arts determines that Licensee has violated

any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

42. No additional order shall be entered by this Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Agreement occurred during the disciplinary period, the parties agree that the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

43. If the Board determines that the Licensee has violated a term or condition of the disciplinary period that would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

44. Licensee hereby waives and releases the Board; its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and

expenses, including any claims pursuant to §536.087 RSMo, or any claim arising under 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

45. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

Zaki A. Ajans, M.D. 4/15/06
Date

BOARD

Tina Steinman 5/1/06
Date
Executive Director

Attorney for Licensee

Missouri Bar No. 24011

[Signature] 4/13/06
Date

Sreenu Dandamudi

General Counsel, MO Bar No. 50734

[Signature] 5/1/06
Date

EFFECTIVE THIS 1 DAY OF May, 2006.