

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND FLOYD D. SIMPSON, D.O.**

Come now Floyd D. Simpson, D.O. (hereinafter "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 Floyd Simpson's license as a physician and 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 him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf; the right to a decision based upon the record concerning the charges pending against the Licensee; and subsequently, the right to present evidence in mitigation of discipline. Having been advised of these rights provided to the Licensee by operation of law, the 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 him.

2. The 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 constitute grounds for discipline of the Licensee's license.
3. The 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 order agreed to by the Board and the Licensee in Part III herein is based only on the agreement set out in Parts I and II herein.
5. The 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 324, 334, 610, and 621, RSMo, as amended and will report this agreement to the National Practitioner's Data Bank (NPDB), the Health Integrity and Protection Data Bank (HIPDB), and the Federation of State Medical Boards (FSMB).

I. JOINT STIPULATION OF FACTS

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

6. 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.

7. The Licensee is licensed by the Board as a physician and surgeon, License Number R3J13, which was first issued on December 12, 1988. Licensee's license is current, and was current and active at all times relevant herein.
8. Licensee entered into a settlement agreement with the Board on or about February 14, 2012.
9. Licensee has told the Board that he does not intend to comply with the conditions of his probation.
10. Licensee has in fact failed to comply with the conditions of his probation including paragraph 64 of the settlement agreement.
11. Failure to comply with conditions of probation is constitutes cause to discipline pursuant to §334.100.2(4)(p) and §324.042.

II. JOINT CONCLUSIONS OF LAW

12. Cause exists to discipline Licensee's license pursuant to 324.042 RSMo which states:

Any board, commission, or committee within the division of professional registration may impose additional discipline when it finds after hearing that a licensee, registrant, or permittee has violated any disciplinary terms previously imposed or agreed to pursuant to settlement. The board, commission, or committee may impose as additional discipline any discipline it would be authorized to impose in an initial disciplinary hearing.

13. Cause exists to discipline Licensee's license pursuant to 334.100.2(4)(p) RSMo which states:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 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:

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:

(p) Violating a probation agreement, order, or other settlement agreement with this board or any other licensing agency;

14. The Licensee's conduct, as established by the foregoing facts, falls within the intendments of §334.100.2 RSMo.

15. Cause exists for the Board to take disciplinary action against the Licensee's license under §334.100.2 RSMo.

III. JOINT AGREEMENT ON DISCIPLINE

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board 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:

16. License number R3J13, issued by the Board to the Licensee, is hereby VOLUNTARILY RETIRED IN LIEU OF DISCIPLINE.

17. Licensee agrees that he will not reapply for a license for two years and one day from the date of this agreement.

18. If the Licensee is licensed in other jurisdictions, then he shall notify, in writing, the medical licensing authorities of those jurisdictions, within fifteen (15) days of the effective date of this settlement agreement, of the Licensee's disciplinary status in Missouri. The Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority. If the Licensee is not licensed in other jurisdictions, he shall notify the Board of that fact in writing within fifteen (15) days of the effective date of this settlement agreement.

19. Within ten (10) days of the effective date of this agreement, the Licensee shall return all indicia of Missouri medical licensure to the board, including but not limited to, his wall-hanging license and pocket card.

20. The 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 the Licensee practices or has privileges, of his disciplinary status. The 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 the 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. If the Licensee does not have privileges or practices at any facility, he shall notify the Board of that fact in writing within fifteen (15) days of the effective date of this settlement agreement.

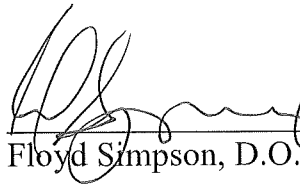
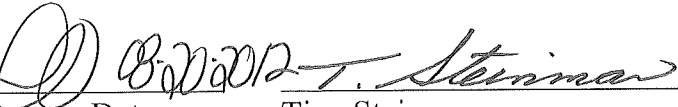
21. For purposes of this agreement, unless otherwise specified in this agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Order shall be forwarded to The State Board of Registration for the Healing Arts, Attention: Investigations,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


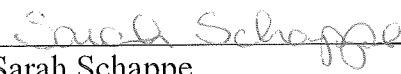
22. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by the Licensee not specifically mentioned in this document that are currently either known or unknown to the Board.

23. 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 USC 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.

LICENSEE

BOARD

 8/20/2012  8/27/12
Floyd Simpson, D.O. Date Tina Steinman Date
Executive Director

 8/22/2012  8/24/2012
Attorney for Licensee Date Sarah Schappe Date
Missouri Bar No. 52542 General Counsel, MO Bar No. 52011

EFFECTIVE THIS 27 DAY OF August, 2012.

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND FLOYD D. SIMPSON, D.O.**

Come now Floyd D. Simpson, D.O. (hereinafter "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 Floyd Simpson's license as a physician and 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 him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against the 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, the 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 him.

2. The 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 constitute grounds for discipline of the Licensee's license.
3. The 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 order agreed to by the Board and the Licensee in Part III herein is based only on the agreement set out in Parts I and II herein. The Licensee understands that the Board may take further action against him based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.
5. The 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 324, 334, 610, and 621, RSMo, as amended and will report this agreement to the National Practitioner's Data Bank (NPDB), the Health Integrity and Protection Data Bank (HIPDB), and the Federation of State Medical Boards (FSMB).

I. JOINT STIPULATION OF FACTS

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

6. 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.

7. The Licensee is licensed by the Board as a physician and surgeon, License Number R3J13, which was first issued on December 8, 1988. Licensee's license is current, and was current and active at all times relevant herein.

Count I

8. Herein incorporated by reference are paragraphs 1 through 7.

9. Four patients, D.W., S.M., T.M. and M.P. were able to obtain controlled substances purportedly under Licensee's authority. The prescriptions were written on his pre-printed prescription pad and appeared to bear Licensee's signature.

10. These patients presented numerous prescriptions at local pharmacies that appeared to come from Licensee's office and appeared to be signed or otherwise authorized by Licensee.¹

11. Licensee did prescribe controlled substances for S.M., T.M. and M.P, but denies that he authorized all of the prescriptions that were filled.

12. Licensee had a duty to have adequate safeguards in place to prevent diversion under 19 CSR 1-1.031. Licensee did not have such safeguards.

13. The above constitutes cause to discipline Licensee's license pursuant to §334.100.2(13).

Count II

¹ Tables evidencing the controlled substance prescriptions may be found in Appendix A.

14. Herein incorporated by reference are paragraphs 1 through 13.

15. Licensee began seeing T.M. as a patient on March 9, 2009.

16. Prior to March 9, 2009, Licensee prescribed a controlled substance to TM.

There is no physical examination documented in the record which corresponds to the prescriptions issued before March 9, 2009.

17. The above constitutes cause to discipline Licensee's license pursuant to §334.100.2(4)(h).

Count III

18. Herein incorporated are paragraphs 1 through 17.

19. None of the records of T.M.'s treatment contain ancillary pain studies, physical examinations, clinical proof of psychiatric and pain diagnosis, and no clinical testing or discussion with respect to the development of psychiatric diagnosis.

20. Licensee's prescribing of pain medication, specifically hydrocodone/APAP and carisoprodol, and alprazolam without ancillary pain studies, performing physical examinations, clinical proof of psychiatric and pain diagnosis, or clinical testing or discussion with respect to the development of psychiatric diagnosis demonstrate clinical judgment below the standard of care.

21. The above constitutes cause to discipline Licensee's license pursuant to §334.100.2(5).

Count IV

22. Herein incorporated by reference are paragraphs 1 through 21.

23. Licensee issued prescriptions to TM containing acetaminophen.
24. Chronic use of acetaminophen should be monitored using liver function tests.
25. Licensee never performed or ordered any tests of liver function.
26. The above constitutes cause to discipline Licensee's license pursuant to §334.100.2(5).

Count V

27. Herein incorporated are paragraphs 1 through 26.
28. Respondent began treating M.P. on or about May 6, 2008.
29. At that time he recorded that her diagnoses were bipolar mood disorder and obsessive compulsive disorder.
30. There is no physical exam recorded in the records for any date the physician saw M.P.
31. Prescribing a controlled substance without performing a physical examination constitutes cause to discipline licensee's license pursuant to §334.100.2(4)(h).

Count VI

32. Herein incorporated are paragraphs 1 through 31.
33. None of the records of M.P.'s treatment contain ancillary pain studies, physical examinations, clinical proof of psychiatric and pain diagnosis, and no clinical testing or discussion with respect to the development of psychiatric diagnosis.

34. Licensee's prescribing of pain medication, specifically hydrocodone/APAP and carisoprodol, without ancillary pain studies, performing physical examinations, clinical proof of psychiatric and pain diagnosis, or clinical testing or discussion with respect to the development of psychiatric diagnosis demonstrate clinical judgment below the standard of care.

35. The above constitutes cause to discipline Licensee's license pursuant to §334.100.2(5).

Count VII

36. Herein incorporated by reference are paragraphs 1 through 35.

37. Licensee prescribed Lithium to M.P. from mayu 6, 2008 until at least October 30, 2008.

38. License never ordered any tests of lithium levels or renal function.

39. Licensee's failure to order tests of lithium level and renal function demonstrate clinical judgment below the standard of care.

40. The above constitutes cause to discipline Licensee's license pursuant to §334.100.2(5).

Count VIII

41. Herein incorporated by reference are paragraphs 1 through 40.

42. Licensee began treating S.M. on January 11, 2008.

43. On November 6, 2008 respondent prescribed bactrim, an antibiotic, to S.M. Licensee did not conduct any physical examination on this date.

44. On November 13, 2009, Licensee prescribed albuterol to S.M. Albuterol is a medication to treat breathing problems. Licensee did have an office visit with S.M. on November 13, 2009, but did not document physical examination or any diagnosis or indication for albuterol.

45. On September 21, 2009, Licensee prescribed bactrim, an antibiotic, to S.M. after S.M. called the office and reported he had “a staph infection.” Licensee did not conduct a physical examination.

46. On January 21, 2010, Licensee prescribed zithromax, an antibiotic, to S.M. Licensee did not perform a physical examination. Licensee did not document a diagnosis for which he prescribed the zithromax.

47. On April 23, 2010 Licensee prescribed vibramycin, an antibiotic, to S.M. Licensee did not conduct a physical examination.

48. The above constitutes cause to discipline Licensee’s license pursuant to §334.100.2(4)(h).

Count IX

49. Herein incorporated by reference are paragraphs 1 through 48.

50. None of the records of S.M.’s treatment contain ancillary pain studies, physical examinations, clinical proof of psychiatric and pain diagnosis, and no clinical testing or discussion with respect to the development of psychiatric diagnosis.

51. Licensee’s prescribing of pain medication, specifically hydrocodone/APAP and carisoprodol, without ancillary pain studies, performing physical

examinations, clinical proof of psychiatric and pain diagnosis, or clinical testing or discussion with respect to the development of psychiatric diagnosis demonstrate clinical judgment below the standard of care.

52. The above constitutes cause to discipline Licensee's license for repeated negligence pursuant to §334.100.2(5).

Count X

53. Herein incorporated by reference are paragraphs 1 through 52.

54. Licensee, on more than one occasion, failed to use the applicable standard of care by failing to use that degree of skill and learning ordinarily used under the same or similar circumstances by the members of his profession.

55. Licensee's actions and conduct, as set forth in Counts III, IV, VI, VII, and IX is "repeated negligence" within the meaning of §334.100.2(5), RSMo and constitutes cause to discipline Licensee's license.

II. JOINT CONCLUSIONS OF LAW

56. The following is a drug law of the United States:

21 USC §822(b) Persons registered by the Attorney General under this subchapter to manufacture, distribute, or dispense controlled substances or list I chemicals are authorized to possess, manufacture, distribute, or dispense such substances or chemicals (including any such activity in the conduct of research) to the extent authorized by their registration and in conformity with the other provisions of this subchapter.

57. Cause exists to discipline Licensee's license pursuant to §334.100.2(4)(h), (5), and (13) RSMo which state:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 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:

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:

(h) Signing a blank prescription form; or dispensing, prescribing, administering or otherwise distributing any drug, controlled substance or other treatment without sufficient examination, or for other than medically accepted therapeutic or experimental or investigative purposes duly authorized by a state or federal agency, or not in the course of professional practice, or not in good faith to relieve pain and suffering, or not to cure an ailment, physical infirmity or disease, except as authorized in section 334.104;

(5) Any conduct or practice which is or might be harmful or dangerous to the mental or physical health of a patient or the public; or incompetency, gross negligence or repeated negligence in the performance of the functions or duties of any profession licensed or regulated by this chapter. For the purposes of this subdivision, "repeated negligence" means the failure, on more than one occasion, to use that degree of skill and learning ordinarily used under the same or similar circumstances by the member of the applicant's or licensee's profession;

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

58. The Licensee's conduct, as established by the foregoing facts, falls within the intendments of §334.100.2 RSMo.

59. Cause exists for the Board to take disciplinary action against the Licensee's license under §334.100.2 RSMo.

III. JOINT AGREEMENT ON DISCIPLINE

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board 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:

60. License number R3J13, issued by the Board to the Licensee, is hereby placed on PROBATION for a period of ten (10) years (hereinafter the “disciplinary period”).

61. During the disciplinary period, the 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 Order.

62. Within one hundred and twenty (120) days of the effective date of this Agreement, the Licensee will obtain a multi-disciplinary evaluation from a Board approved facility. A list of approved facilities may be found on the Board’s website at <http://pr.mo.gov/boards/healingars/CMEECourses.pdf>.

63. Licensee shall cause the report and recommendations of the multi-disciplinary evaluation to be sent to the Board within thirty (30) days of its completion.

64. Licensee shall follow all recommendations of the multi-disciplinary evaluation, beginning no later than six (6) months from the date of this Agreement.

65. Within six (6) months of the effective date of this Order, the Licensee agrees to successfully complete a board approved course in each of the following subjects: prescribing controlled substances and record keeping. A list of pre-approved courses is listed on the Board's website:

<http://pr.mo.gov/boards/healingarts/CMECourses.pdf>. If the Licensee wishes to take a course other than those pre approved the Licensee shall obtain the Board's approval to attend a specific course prior to attending that course. The Licensee shall forward proof of the successful completion of this course to the Board within thirty (30) days of successful completion.

66. During the disciplinary period, the Licensee shall abstain completely from the personal use or possession of controlled substances and dangerous drugs as defined by state and federal law or any drugs requiring a prescription unless the use of that drug has been prescribed by a person licensed to prescribe such drug and with whom the Licensee has a bona fide physician/patient relationship. The Licensee shall forward to the Board written documentation of any such prescription within ten (10) days of the date of issuance of the prescription as well as a letter from the Licensee to the person licensed to prescribe the drug which notifies said person of Licensee's addiction history and Missouri licensure status as a physician and surgeon.

67. During the disciplinary period, the Licensee shall abstain completely from the use or consumption of alcohol. The presence of any alcohol whatsoever in a biological fluid sample shall constitute a violation of this Order.

68. During the disciplinary period, the Licensee shall, at the Licensee's own cost, submit to biological fluid testing and hair testing as required by the Board. The Licensee shall, upon demand and without delay, allow the Board's designated representative to obtain witnessed biological fluid samples and shall cooperate fully and completely with the Board's designated representative in providing such samples. The presence of any drug or a prescription drug not supported by a valid prescription or by a prescription documentation of which has not been forwarded to the Board as provided in this Order shall constitute a violation of the Licensee's discipline.

69. During the disciplinary period, the Licensee may not prescribe or order any controlled substances unless the order is written in the course of a valid physician-patient relationship for a patient who is a resident of a residential care facility as defined by §198.006(22) RSMo 2010 or for inpatients at Lakeland Hospital. Licensee may not prescribe controlled substances in any other circumstances or to any other person.

70. If the Licensee is licensed in other jurisdictions, then he shall notify, in writing, the medical licensing authorities of those jurisdictions, within fifteen (15) days of the effective date of this settlement agreement, of the Licensee's disciplinary status in Missouri. The Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority. If the Licensee is not licensed in other jurisdictions, he shall notify the

Board of that fact in writing within fifteen (15) days of the effective date of this settlement agreement.

71. Within fifteen (15) days of the effective date of this Order, the Licensee shall execute and deliver to the Board a written medical/psychological and substance abuse treatment release(s) or other appropriate release(s) which shall cover the entire period of this Order authorizing the State Board of Registration for the Healing Arts to obtain records of the Licensee's treatment. Licensee shall not take any action to cancel the release(s) and shall take whatever actions are necessary to ensure that the release(s) remain in full force and effect throughout the disciplinary period.

72. During the disciplinary period, the Licensee shall comply with all provisions of Chapters 334 and 195, RSMo; all the regulations of the Board; all applicable federal and state drug laws, rules, and regulations; and all federal and state laws. State here includes all states and territories of the United States.

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

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

75. During the disciplinary period, the 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 agreement.

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

77. The 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 the Licensee practices or has privileges, of his disciplinary status. Licensee shall notify any hospital, nursing home, out-patient center, surgical center, clinic other facility he obtains privileges at or begins practicing at during the course of this agreement of his disciplinary status within fifteen (15) days of the granting of privileges or beginning of practice. The Licensee shall notify any physician assistants or other allied health care professionals he supervises during the disciplinary period of the disciplinary action imposed. Notification shall be in writing and the 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. If the Licensee does not have privileges or practices at any facility, he shall notify the Board of that fact in writing within fifteen (15) days of the effective date of this settlement agreement.

78. 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 Order shall be forwarded to The State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

79. Upon the expiration of the disciplinary period, the 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 the 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.

80. In the event the State Board of Registration for the Healing Arts determines that the Licensee has violated any term or condition of this agreement, 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. The Board may in its discretion, vacate this agreement and impose such further discipline as the Board shall deem appropriate pursuant to §324.042, RSMo.

81. 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

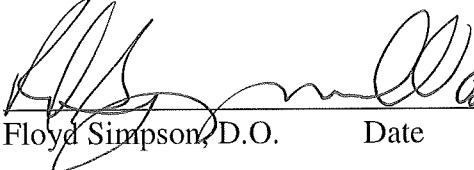
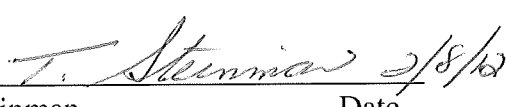
disciplinary action. The Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this agreement has occurred.


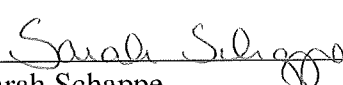
82. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by the Licensee not specifically mentioned in this document that are currently either known or unknown to the Board.

83. 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 USC 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.

LICENSEE

BOARD

	<u>02-02-2012</u>		<u>2/8/12</u>
Floyd Simpson, D.O.	Date	Tina Steinman	Date
		Executive Director	

	<u>02-06-12</u>		<u>2/14/12</u>
Attorney for Licensee	Date	Sarah Schappe	Date
Missouri Bar No. <u>52542</u>		General Counsel, MO Bar No. 52011	

EFFECTIVE THIS 14 DAY OF February, 201²₁₁.

Appendix A

T.M. Records

Date	Pharmacy	Prescription
11/21/2008	Wal-mart	alprazolam, 1 mg #120
12/22/2008	Wal-mart	alprazolam, 1 mg #120
1/19/2009	Wal-mart	alprazolam, 1 mg #120
2/3/2009	Pricecutter	Hydrocodone/APAP 10/325 #120
2/17/2009	Wal-mart	alprazolam, 1 mg #120
2/25/2009	Pricecutter	Hydrocodone/APAP 10/325 #120
3/9/2009	Kmart	Hydrocodone/APAP 10/325 #120
3/18/2009	Family Pharmacy	Hydrocodone/APAP 10/325 #150
3/25/2009	Dillon's	Hydrocodone/APAP 10/325 #120
4/7/2009	Kmart	Hydrocodone/APAP 10/325 #120
4/13/2009	Pricecutter	Hydrocodone/APAP 10/325 #120
4/15/2009	Family Pharmacy	Hydrocodone/APAP 10/325 #150
5/4/2009	Kmart	Hydrocodone/APAP 10/325 #120
5/7/2009	Family Pharmacy	Hydrocodone/APAP 10/325 #120
6/3/2009	Pricecutter	Hydrocodone/APAP 10/325 #120
	Pricecutter	Hydrocodone/APAP 10/325 #120
6/7/2009	Walgreen's	Hydrocodone/APAP 10/325 #120
6/26/2009	Wal-mart	Hydrocodone/APAP 10/325 #120
6/29/2009	Walgreen's	Hydrocodone/APAP 10/325 #120
7/6/2009	Pricecutter	Hydrocodone/APAP 10/325 #120
	Pricecutter	Hydrocodone/APAP 10/325 #120
7/29/2009	Family Pharmacy	Hydrocodone/APAP 10/325 #120
7/30/2009	Wal-mart	Hydrocodone/APAP 10/325 #120
8/3/2009	Pricecutter	Hydrocodone/APAP 10/325 #120
8/17/2009	Kmart	Hydrocodone/APAP 10/325 #120
8/22/2009	Family Pharmacy	Hydrocodone/APAP 10/325 #120
8/26/2009	Wal-mart	Hydrocodone/APAP 10/325 #120
8/28/2009	Pricecutter	Hydrocodone/APAP 10/325 #120
9/16/2009	Family Pharmacy	Hydrocodone/APAP 10/325 #120
9/22/2009	Pricecutter	Hydrocodone/APAP 10/325 #120

9/25/2009	Kmart	Hydrocodone/APAP 10/325 #120
10/5/2009	Wal-mart	Hydrocodone/APAP 10/325 #120
10/19/2009	Pricecutter	Hydrocodone/APAP 10/325 #120
10/28/2009	Family Pharmacy	Hydrocodone/APAP 10/325 #120
11/16/2009	Pricecutter	Hydrocodone/APAP 10/325 #120
11/18/2009	Dillon's	Hydrocodone/APAP 10/325 #120
11/20/2009		
11/25/2009	Family Pharmacy	Hydrocodone/APAP 10/325 #120
11/30/2009	Kmart	Hydrocodone/APAP 10/325 #120
12/15/2009	Pricecutter	Hydrocodone/APAP 10/325 #120
	Dillon's	Hydrocodone/APAP 10/325 #120
12/19/2009	Walgreen's	Alprazolam, 2 mg
	Walgreen's	Hydrocodone/APAP 10/325 #120
12/24/2009	Kmart	Hydrocodone/APAP 10/325 #120
12/30/2009	Family Pharmacy	Hydrocodone/APAP 10/325 #120
1/9/2010	Dillon's	Hydrocodone/APAP 10/325 #120
1/13/2010	Walgreen's	Alprazolam, 2 mg
	Walgreen's	Hydrocodone/APAP 10/325 #120
1/25/2010	Pricecutter	Hydrocodone/APAP 10/325 #120
2/5/2010	Dillon's	Hydrocodone/APAP 10/325 #120
2/12/2010	Family Pharmacy	Oxycodone 5/325 #30
2/22/2010	Pricecutter	Hydrocodone/APAP 10/325 #120
2/24/2010	Wal-mart	Alprazolam, 2mg #90
3/12/2010	Dillon's	Hydrocodone/APAP 10/325 #120
3/15/2010	Family Pharmacy	carisoprodol 350 mg
	Family Pharmacy	Hydrocodone/APAP 10/325 #150
3/22/2010	Pricecutter	Hydrocodone/APAP 10/325
3/24/2010	Wal-mart	Alprazolam, 2mg #90
3/25/2010	Kmart	Hydrocodone/APAP 10/325 #120
4/7/2010	Dillon's	Hydrocodone/APAP 10/325 #120
4/8/2010	Family Pharmacy	Hydrocodone/APAP 10/325 #150
4/14/2010	Family Pharmacy	carisoprodol 350 mg #120
4/16/2010	Pricecutter	Hydrocodone/APAP 10/325 #120
4/20/2010	Kmart	Hydrocodone/APAP 10/325 #120

4/26/2010	Wal-mart	Alprazolam, 2mg #90
4/29/2010	Dillon's	Hydrocodone/APAP 10/325 #120
	Family Pharmacy	Hydrocodone/APAP 10/325 #150
5/14/2010	Pricecutter	Hydrocodone/APAP 10/325 #120
5/17/2010	Kmart	Hydrocodone/APAP 10/325 #120
5/21/2010	Family Pharmacy	Carisoprodol, 350mg #150
	Family Pharmacy	Hydrocodone/APAP 10/325 #150
5/24/2010	Wal-mart	Alprazolam, 2mg #90
	Dillon's	Hydrocodone/APAP 10/325 #120
6/7/2010	Pricecutter	Hydrocodone/APAP 10/325 #120
6/14/2010	Kmart	Hydrocodone/APAP 10/325 #120
6/19/2010	Family Pharmacy	Hydrocodone/APAP 10/325 #150
6/22/2010	Wal-mart	Alprazolam, 2mg #90
	Dillon's	Hydrocodone/APAP 10/325 #120
7/5/2010	Pricecutter	Hydrocodone/APAP 10/325 #120
7/10/2010	Kmart	Hydrocodone/APAP 10/325 #120
7/14/2010	Family Pharmacy	Hydrocodone/APAP 10/325 #150
7/16/2010	Family Pharmacy	Hydrocodone/APAP 10/325 #120
8/16/2010	Dillon's	Hydrocodone/APAP 10/325 #120
9/13/2010	Dillon's	Hydrocodone/APAP 10/325 #120
9/21/2010	Wal-mart	Alprazolam, 2mg #90
10/6/2010	Dillon's	Hydrocodone/APAP 10/325 #120
11/1/2010	Dillon's	Hydrocodone/APAP 10/325 #120
11/3/2010	Wal-mart	Alprazolam, 2mg #90
11/30/2010	Dillon's	Hydrocodone/APAP 10/325 #150
12/3/2010	Wal-mart	Alprazolam, 2mg #90

Prescriptions for DW

Date	Drug	Pharmacy	New/Refill
6/2/2009	Hydrocodone/APAP #150	Dillion	New
6/29/2009	Hydrocodone/APAP #150	Dillion	Refill
7/1/2010	Hydrocodone/APAP	Pricecutter #50	New

	#150		
7/20/2010	Hydrocodone/APAP #150	Pricecutter #50	Refill

Prescriptions for MP

Date	RX from Pharmacy records	Pharmacy
9/4/2008	Alprazolam, 1mg #90	Family Pharmacy
9/4/2008	Hydrocodone/APAP 10/500 #90	Family Pharmacy
11/20/2008	Hydrocodone/APAP 10/325 #90	Wal-mart
11/20/2008	Alprazolam, 1mg #90	Wal-mart
1/5/2009	Hydrocodone/APAP 10/325 #120	Pricecutter
4/15/2009	Hydrocodone/APAP 10/325 #150	Dillon's
5/14/2009	Hydrocodone/APAP 10/325 #150	Family Pharmacy
6/10/2009	Hydrocodone/APAP 10/325 #150	Family Pharmacy
7/16/2009	Hydrocodone/APAP 10/325 #150	Pricecutter
7/16/2009	Alprazolam, 2mg #90	Pricecutter
8/1/2009	Hydrocodone/APAP 10/325 #120	Pricecutter
8/15/2009	Hydrocodone/APAP 10/325 #150	Pricecutter
8/15/2009	Alprazolam, 2 mg #90	Pricecutter
9/11/2009	Hydrocodone/APAP 10/325 #150	Pricecutter
9/11/2009	Alprazolam, 2mg #90	Pricecutter
10/15/2009	Hydrocodone/APAP 10/325 #120	Pricecutter
10/22/2009	Hydrocodone/APAP 10/325 #150	Pricecutter
10/22/2009	Alprazolam, 2mg #90	Pricecutter
11/3/2009	Hydrocodone/APAP 10/325 #120	Family Pharmacy
11/9/2009	Hydrocodone/APAP 10/325 #120	Pricecutter
12/1/2009	Hydrocodone/APAP 10/325 #150	Pricecutter
12/1/2009	Alprazolam, 2 mg #90	Pricecutter
12/8/2009	Hydrocodone/APAP 10/325 #120	Pricecutter
12/14/2009	Hydrocodone/APAP 10/325 #120	Dillon's
1/5/2010	Hydrocodone/APAP 10/325 #120	Pricecutter
1/11/2010	Hydrocodone/APAP 10/325 #120	Dillon's
1/18/2010	Hydrocodone/APAP 10/325 #150	Dillon's
2/1/2010	Hydrocodone/APAP 10/325 #150	Pricecutter
2/3/2010	Hydrocodone/APAP 10/325 #150	Dillon's
2/20/2010	Hydrocodone/APAP 10/325 #120	Dillon's
2/24/2010	Hydrocodone/APAP 10/325 #150	Pricecutter
3/8/2010	Hydrocodone/APAP 10/325 #150	Pricecutter
3/22/2010	Hydrocodone/APAP 10/325 #150	Pricecutter
3/25/2010	Hydrocodone/APAP 10/325 #150	Dillon's

4/1/2010	Hydrocodone/APAP 10/325 #150	Pricecutter
4/5/2010	Hydrocodone/APAP 10/325 #150	Kmart
4/23/2010	Hydrocodone/APAP 10/325 #150	Dillon's
5/3/2010	Hydrocodone/APAP 10/325 #150	Pricecutter
5/18/2010	Hydrocodone/APAP 10/325 #150	Dillon's
7/6/2010	Hydrocodone/APAP 10/325 #150	Pricecutter
7/7/2010	Hydrocodone/APAP 10/325 #150	Dillon's
8/13/2010	Hydrocodone/APAP 10/325 #150	Pricecutter
9/1/2010	Hydrocodone/APAP 10/325 #150	Pricecutter

Prescriptions for SM

Date	Note
1/11/2008	Rx copy Percocet #120
2/8/2008	Rx copy percocet #180
3/5/2008	Rx copy Percocet #180
6/23/2008	Rx copy norco #120
8/14/2008	Rx copy Norco #40 x1
8/18/2008	Rx copy percocet #60
9/24/2008	Copy rx norco #100x1
10/14/2008	Rx copy norco #150 x1
11/17/2008	Rx copy norco #150 x1
12/29/2009	Rx copy norco #160 x1
1/23/2009	Refill request; norco #150 to George's (x1)
1/30/2009	Rx copy norco #150 x1
3/10/2009	Rx copy norco #180 x2
3/13/2009	2 Rx copy norco #160
4/9/2009	Rx norco #120 and soma #90; x1
4/27/2009	RX copy (1 refill) norco #150 x1
5/14/2009	RX copy (1 refill) norco #90 x1
6/1/2009	Refill request; norco #150
	Refill request; norco #150x1 (George's pharm)
6/17/2009	Rx copy norco #120 x1
8/3/2009	Rx copy Norco #150 x1
8/31/2009	Rx copy norco #90 x1
9/16/2009	Rx copy norco #150 x1
9/28/2009	Rx copy norco #120 x1
10/15/2009	Rx copy norco #120
12/1/2009	RX copy (1 refill) norco #120
12/14/2009	Rx copy norco #120
12/23/2009	Copy rx; norco #90 x1


1/21/2010	Rx copy norco #150 x1
2/1/2010	RX copy (1 refill)Norco #150 x1
2/9/2010	Fax; pricecutter; Hydrocodone/APAP 10/325 #120
3/24/2010	RX copy norco #150 x1
4/12/2010	Norco #150 x2
4/13/2010	Rx copy norco #120 x1
4/23/2010	RX copy vibramycin #24 2, then 1/day; x1
5/8/2010	RX copy; norco #90; no refill
5/17/2010	RX copy norco #150 x1
5/21/2010	RX Fax from CVS; Hydrocodone/APAP 10/325 #120 x1
5/24/2010	Rx copy Norco #150
5/28/2010	Rx copy Norco #90
6/16/2010	Norco 10/325 #150; 1-2 q 4-6 hrs x1

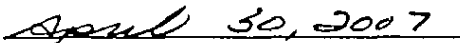
BEFORE THE MISSOURI BOARD OF REGISTRATION
FOR THE HEALING ARTS

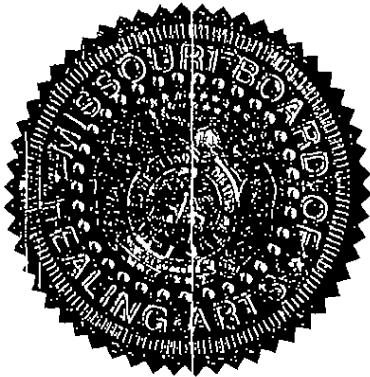
State Board of Registration)
For the Healing Arts,)
Petitioner)
) Case Number. HA01017443
v.)
)
Floyd D. Simpson, M.D)
Respondent)

ORDER

It is hereby ordered that effective April 20, 2007 the agreement issued on April 20, 2000 upon Respondent's license to practice medicine and surgery, number R3J13 is hereby terminated.


Tina Steinman
Executive Director


Date



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

**MISSOURI STATE BOARD OF
REGISTRATION FOR THE HEALING ARTS**)

Petitioner,)

v.)

FLOYD D. SIMPSON, D.O.,)

Respondent.)

Case No. HA01017443

SETTLEMENT AGREEMENT

Floyd D. Simpson, D.O., ("Licensee") and the State Board of Registration for the Healing Arts (the "Board") enter into this Agreement for the purpose of resolving the question of whether Dr. Simpson'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 Supp. 1999.

1. Licensee acknowledges that he understands the various rights and privileges afforded him by law including the right to appear and be represented by counsel, the right to a hearing on the charges pending against respondent; the right to have all charges against respondent proven upon the record by competent and substantial evidence; the right to present evidence on respondent's own behalf at the hearing; the right to cross-examine any witness appearing at the hearing against Licensee; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against respondent; the right to a ruling on questions of law by an administrative hearing commissioner; the right to seek recovery of attorneys' fees and costs; the right to a disciplinary hearing before the Board at

which time evidence may be presented in mitigation of discipline and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the State Board of Registration for the Healing Arts. Having been advised of these rights provided respondent by operation of law, respondent 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 respondent.

1. Respondent acknowledges that he has been duly served with copies of the documents relied on by the Board in reaching the conclusion that respondent's medical license is subject to discipline.
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 constitute grounds for discipline of Licensee's license.
3. The parties stipulate and agree that the disciplinary order agreed to by petitioner and respondent in Part II herein is based only on the Joint Proposed Findings of Fact set out in Part I herein. Respondent understands that the Board may take further disciplinary action against respondent based on facts or conduct not specifically mentioned in this document that are either now known the Board or may be discovered.
4. Respondent, Floyd D. Simpson, D.O., 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 any claims pursuant to § 536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or 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.
5. Respondent understands and agrees 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.
6. Respondent acknowledges that he has been informed of and understands his right to consult with legal counsel in this matter.

I.

Based upon the foregoing, petitioner and respondent herein jointly stipulate to the following.

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("the Board") 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. Respondent is licensed by the Board as a physician and surgeon, license number DOR3J13 which was first issued on December 12, 1988. Respondent's certificate of registration was current and active at all times mentioned herein. Respondent primarily practices in the area of psychiatry and maintains his office for the practice of medicine at 3520-A South Culpepper Circle, Springfield, Missouri 65804.
3. During the years 1998 and 1999, respondent has repeatedly used and abused controlled substances, obtaining controlled substances from his patients and diverting part of them to his own personal use. Specifically, respondent has used and abused the drugs Lorcet Plus and Vicodin, which are both forms of the controlled substance, hydrocodone. Respondent asked patients to share with him hydrocodone prescribed for them by other physicians and respondent has obtained controlled drugs by this method. On occasion during the years 1998 and 1999, respondent would prescribe the drug hydrocodone for patients who would have the prescriptions filled and would then share the medication with respondent. On a number of occasions, respondent appeared at his medical office and/or Lakeland Regional Hospital in an impaired condition.
4. Hydrocodone is a Schedule II Controlled Substance. Section 195.017.4. RSMo, Supp. 1998, 1999.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Based on the foregoing, Respondent's license is subject to disciplinary action pursuant to § 334.100.2(4), (4)(h), (6), (13) and (22), RSMo, Supp. 1998-99, which provides:

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 his certificate of registration or authority, permit or license for any one or any combination of the following causes:

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:

(4)(h) Signing a blank prescription form; or dispensing, prescribing, administering or otherwise distributing any drug, controlled substance or other treatment without sufficient examination or establishment of a physician-patient relationship, or for other than medically accepted therapeutic or experimental or investigative purposes duly authorized by a state or federal agency, or not in the course of professional practice, or not in good faith to relieve pain and suffering, or not to cure an ailment, physical infirmity or disease; or the writing of a prescription by anyone other than a properly licensed physician, including, but not limited to, the writing of prescriptions by anyone under a physician's supervision, control, instructions or protocol if such person is not a physician;

(6) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted under this chapter;

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

(22) A pattern of personal use or consumption of any controlled substance unless it is prescribed, dispensed or administered by another physician who is authorized by law to do so;

3. Section 195.070.1, RSMo Supp. 1998-99, provides:

"A physician, podiatrist or a dentist, in good faith and in the course of his professional practice only, may prescribe, administer, and dispense controlled substances or he may cause the same to be administered by a nurse or intern under his direction and

supervision."

4. 21 U.S.C. § 802(2) provided at all times pertinent hereto:

(2) The term 'administer' refers to the direct application of controlled substance to the body of a patient or research subject by--

(A) a practitioner (or, in his presence, by his authorized agent), or

(B) the patient or research subject at the direction and in the presence of the practitioner,

whether such application be by injection, inhalation, ingestion, or any other means.

5. 21 U.S.C. § 829(b) and (c) provided at all times pertinent hereto:

(b) Except when dispensed directly by a practitioner, other than a pharmacist, to an ultimate user, no controlled substance in schedule III or IV, which is a prescription drug as determined under the Federal Food, Drug, and Cosmetic Act, may be dispensed without a written or oral prescription in conformity with section 503(b) of the Act. Such prescriptions may not be filed or refilled more than six months after the date thereof or be refilled more than five times after the date of the prescription unless renewed by the practitioner.

(c) No controlled substance in schedule V which is a drug may be distributed or dispensed other than for a medical purpose.

6. 21 C.F.R. § 1306.04(a) provided at all times pertinent hereto:

A prescription for a controlled substance to be effective must be issued for a legitimate medical purpose by an individual practitioner acting in the usual course of his professional practice. The responsibility for the proper prescribing and dispensing of controlled substances is upon the prescribing practitioner, but a corresponding responsibility rests with the pharmacist who fills the prescription. An order purporting to be a prescription issued not in the usual course of professional treatment or in legitimate and authorized research is not a prescription within the meaning and intent of section 309 of the Act (21 U.S.C. 829) and the person knowingly filling such a purported prescription, as well as the person issuing it, shall be subject to the penalties provided for violations of the provisions of law relating to controlled substances.

7. Section 195.204.1, RSMo, Supp. 1998-99, states, in pertinent part, as follows:

A person commits the offense of fraudulently attempting to obtain a controlled substance if he obtains or attempts to obtain a controlled substance or procures or attempts to procure the administration of a

controlled substance by fraud, deceit, misrepresentation, or subterfuge; or by the forgery or alteration of a prescription or of any written order; or by the concealment of a material fact; or by the use of a false name or the giving of a false address. The crime of fraudulently attempting to obtain a controlled substance shall include, but shall not be limited by, the following:

(1) Knowingly making a false statement in any prescription, order, report, or record, required by sections 195.005 to 195.425;

(3) Making or uttering any false or forged prescription or false or forged written order;

8. Section 195.070.4, RSMo Supp. 1998-99, states:

An individual practitioner may not prescribe or dispense a controlled substance for such practitioner's personal use except in a medical emergency.

7. Cause exists for Petitioner to take disciplinary action against Respondent's license pursuant to § 334.100.2(4),(4h),(6),(13), and (22), RSMo Supp. 1998-99.

II.

JOINT AGREED 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 1994. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The medical license, No. DOR3J13, issued to Licensee shall be placed on PROBATION for a period of seven (7) years (the disciplinary period). During the disciplinary period, licensee shall be entitled to engage in the practice of medicine under Chapter 334, RSMo, provided he adheres to all terms of this Agreement.

2. Within thirty (30) days of the effective date of this Agreement, licensee shall, at licensee's cost, undergo an evaluation for chemical dependency by the Missouri Association of Osteopathic Physicians and Surgeons (MAOPS) Physician Health Program or the Missouri State Medical Association's Physician Health Program (MPHP). Licensee shall direct MAOPS or MPHP to forward an evaluation report to the Board detailing the professional's findings, diagnoses, prognosis, and treatment recommendations within fifteen (15) days of completing the evaluation. Licensee shall follow all recommendations for treatment or aftercare made by the chemical dependency professional.

3. Within fifteen (15) days of the effective date of this Agreement, and continuing through the duration of the disciplinary period, licensee shall participate in the MAOPS or MPHP program. Licensee shall follow all recommendations for treatment or aftercare made by MAOPS or MPHP, and shall comply with each and every requirement to remain in the program. Within fifteen (15) days of entering the MAOPS or MPHP program, licensee shall cause MAOPS or MPHP to send written notification to the Board confirming that licensee has joined the program.

4. During the disciplinary period, licensee shall abstain completely from the personal use or possession of controlled substances and dangerous drugs as defined by state and federal law or any drugs requiring a prescription unless the use of that drug has been prescribed by a person licensed to prescribe such drug and with whom the licensee has a bona fide physician/patient relationship. Licensee shall forward to the Board written documentation of any such prescription within ten (10) days of the date of issuance of the prescription.

5. During the disciplinary period, licensee shall abstain completely from the use or consumption of alcohol. The presence of any alcohol whatsoever in a biological fluid sample taken from licensee pursuant to the terms of this Agreement shall constitute a violation of the Agreement and licensee's discipline.

6. During the disciplinary period, licensee shall, at licensee's cost, submit to biological fluid testing as required by the State Board of Registration for the Healing Arts. Licensee shall,

upon demand and without delay, allow the Board's designated representative to obtain witnessed biological fluid samples and shall cooperate fully and completely with the Board's designated representative in providing such samples. The presence of any drug or prescription drug not supported by a valid prescription or by a prescription documentation of which has not been forwarded to the Board as provided in the Agreement shall constitute a violation of licensee's discipline.

7. During the disciplinary period, licensee shall cause a letter of evaluation from the chemical dependency professional or from the rehabilitation or aftercare program to be submitted to the Board no later than January 1, April 1, July 1, and October 1, of each year. The letter shall include an evaluation of the licensee's current status in the treatment, including licensee's compliance with all the recommendations for treatment, and the current prognosis.

8. Within ten (10) days of the effective date of this Agreement, licensee shall execute and deliver to the Board a written medical release(s) or other appropriate release(s) which shall cover the entire period of this Agreement authorizing the Board to obtain records of licensee's treatment for chemical dependency. Licensee shall not take any action to cancel the release(s) and shall take whatever actions are necessary to ensure that the release(s) remain in full force and effect throughout the disciplinary period.

9. If the treatment of licensee is successfully completed during the disciplinary period, licensee shall cause the treating chemical dependency professional or director of the chemical dependency treatment program to submit a letter of evaluation to the Board stating that licensee has successfully completed treatment and the arrangements for appropriate follow-up or aftercare. Licensee shall follow all recommendations for follow-up or aftercare and shall document compliance with all such recommendations.

10. During the disciplinary period, licensee shall comply with all provisions of Chapters 334 and 195, RSMo; all the regulations of the Board; all applicable federal and state drug laws, rules, and regulations; and all federal and state laws. State here includes all states and territories of the United States.

11. During the disciplinary period, Licensee shall keep the Board informed of Licensee's 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.

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

13. 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 Agreement.

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

15. Periods of residency or the practice of medicine outside Missouri will not apply to the reduction of the disciplinary period. Licensee shall notify, in writing, the medical licensing authorities of the jurisdiction in which he is residing or practicing, by no later than the day before the beginning of the disciplinary period, of licensee's 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 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 the 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.

16. 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. 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.

17. 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 forwarded to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

18. In the event the Board 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.

19. 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.

B. 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 Board 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.

C. 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 the Board determines that a violation occurred, the Board 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.

D. If the Board determines that the licensee has violated a term or condition of the disciplinary Agreement which violation 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 to it and is not bound by the Agreement in its election of remedies concerning any such violation.

E. Licensee hereby waives and releases the Board, its members, and its employees, agents, investigators, and/or attorneys, including any former Board members, employees, agents, investigators, and/or 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 made pursuant to Section 536.087, RSMo, or any claims arising under 42 USC Section 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.

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



PETITIONER

Tina Steinman

4/17/00

Tina Steinman

Date

EXECUTIVE DIRECTOR
BOARD OF REGISTRATION FOR
THE HEALING ARTS

Glenn E. Bradford

2/14/00

Glenn E. Bradford Mo. Bar No. 27396

Date

Glenn E. Bradford & Associates, P.C.
The Palace Building
1150 Grand Avenue, Suite 230
Kansas City, Missouri 64106
(816) 283-0400 FAX (816) 283-0820
ATTORNEY FOR PETITIONER

RESPONDENT

Floyd D. Simpson

04-07-00

Floyd D. Simpson, D.O.

Date

EFFECTIVE THIS 20 DAY OF April, 2000