

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

STATE BOARD OF REGISTRATION)	
FOR THE HEALING ARTS,)	
)	
Board,)	
)	
v.)	Case No. 09-0436 HA
)	
DONALD D. SIMMONS, M.D.,)	
)	
Licensee.)	

SETTLEMENT AGREEMENT

Comes now Donald D. Simmons, M.D., (Licensee) and the State Board of Registration for the Healing Arts (the Board) and enter into this Agreement for the purpose of resolving the question of whether Donald D. Simmons, M.D.'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 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 II herein is based only on the Agreement set out in Part I 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, except the Board shall not take further disciplinary action against Licensee based on the factual allegations contained in the Complaint filed by the Board against Licensee in Case No. 09-0436HA.

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.

Based upon the foregoing, Board and Licensee 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. Donald D. Simmons, M.D. ("Licensee") is licensed by the Board as a physician and surgeon, license number 28471, which was first issued on July 7, 1962. Respondent's certificate of registration is active, and was current and active at all times mentioned herein.
3. Licensee prescribed controlled substances to patients D.A., C.G., and D.W. without performing sufficient mental status examinations.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to § 334.100.2(4)(h), RSMo (2005), which provides:
 1. The board may refuse to issue or renew any certificate of registration or authority, permit or license required pursuant to this chapter for one or any combination of causes stated in subsection 2 of this section. The board shall notify the applicant in writing of the reasons for the refusal and shall advise the applicant of his right to file a complaint with the

administrative hearing commission as provided by chapter 621, RSMo.

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:

(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;

2. Licensee's conduct, as established by the foregoing facts, falls within the intendments of § 334.100.2(4)(h), RSMo (2005).

3. Cause exists for Board to take disciplinary action against Licensees' licenses under § 334.100.2(4)(h), RSMo (2005).

II.

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 Section 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:

I. The medical license, No. 28471, issued to Licensee is hereby placed on PROBATION for a period of one (1) year (the disciplinary period). During Licensee's probation, 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.

II. During the disciplinary period, Licensee shall maintain a record of all controlled substances prescribed, dispensed, ordered, or administered by Licensee, showing all the following:

- (1) The name and address of the patient,
- (2) The date,
- (3) The character and quantity of controlled substance involved, and
- (4) The diagnosis and purpose for which the controlled substance was furnished.

Licensee shall keep these records in a separate file or ledger, in chronological order, and shall make them available for inspection and copying by the Board's designee upon request.

III. Within 30 (thirty) days of the effective date of this Agreement, Licensee shall produce to the Board a written practice protection policy and procedures that address safeguarding his practice. An example of practices in this regard include storing prescription pads in a safe place and making sure that he has the current pad under his direct control at all times.

IV. Within 30 (thirty) days of the effective date of this Agreement, Licensee shall transfer both patient D.A. and patient C.G. out of his practice and supervision to another licensee. Licensee further agrees to stop prescribing controlled substances to these two patients after they are transferred out of his practice and supervision.

V. Within six (6) months of the effective date of this settlement agreement, the Licensee agrees to successfully complete a continuing medical education course in the subject of prescribing controlled substances. The Licensee shall obtain the Board's approval to attend a specific course prior to attending that course. A list of pre-approved courses is listed on the Board's website: <http://pr.mo.gov/boards/healingarts/CMECourses.pdf>. The Licensee shall forward proof of the successful completion of this course to the Board within thirty (30) days of successful completion.

VI. Licensee agrees that he will retire his medical license by December 31, 2010, and cease practicing medicine in the state of Missouri.

VII. 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.

VIII. 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.

IX. 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 a current and active state.

X. 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.

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

XII. 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 she/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.

XIII. 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.

XIV. 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 or in the Complaint filed by the Board against Licensee in Case No. 09-0436HA.

XV. If any alleged violation of this Agreement occurs 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.

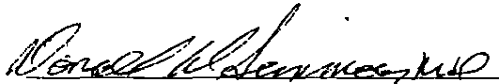
XVI. If the Board determines that the Licensee has violated a term or condition of the disciplinary period which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies afforded it and is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


XVII. 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.

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

LICENSEE



 Donald D. Simmons, M.D. date
 2/2/10

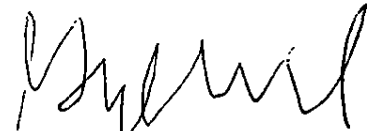

 Diane K. Watkins date
 2/2/10

Thomas W. Wagstaff
 Diane K. Watkins
 WAGSTAFF & CARTMELL, LLP
 4740 Grand Avenue, Suite 300
 Kansas City, Missouri 64112
 (816) 701-1100
 Fax (816) 531-2372

Attorneys for Licensee

BOARD


 Tina Steinman date
 2/3/2010
 Executive Director


 Glenn E. Bradford date
 2/2/10

Glenn E. Bradford, MO
 Brian W. McEachen, MO
 GLENN E. BRADFORD & ASSOCIATES, P.C.
 1150 Grand Avenue, Suite 230
 The Palace Building
 Kansas City, Missouri 64106
 (816) 283-0400
 Fax (816) 283-0820

Attorneys for Board

EFFECTIVE THIS 3 DAY OF February, 2010.