BEFORE THE IOWA BOARD OF MEDICINE

****

IN THE MATTER OF THE STATEMENT OF CHARGES AGAINST

FLOYD D. SIMPSON, D.O., RESPONDENT

FILE No. 03-12-438

****

DISMISSAL ORDER

****

Date: August 28, 2015.

1. Respondent was issued Iowa medical license no. 02030 on May 11, 1984.

2. Respondent's Iowa medical license has been inactive due to non-renewal since August 1, 2000.

3. **Practice Setting:** Respondent is an Iowa-licensed physician who formerly practiced psychiatry in Springfield, Missouri.

4. **First Missouri Disciplinary Action:** On April 20, 2000, Respondent was disciplined by the Missouri State Board of Registration for the Healing Arts (Missouri Board) for abusing controlled substances. Respondent was placed on probation for a period of seven (7) years subject to certain terms and conditions. See Attachment A.

5. **First Iowa Disciplinary Action:** On June 28, 2001, Respondent was disciplined by the Iowa Board based on the Missouri disciplinary action. Respondent was placed on probation for a period of time concurrent with the probation in Missouri. See Attachment B.

6. **Second Missouri Disciplinary Action:** On February 14, 2012, Respondent was disciplined by the Missouri Board. The Missouri Board alleged that Respondent inappropriately prescribed controlled substances to patients and/or failed to prevent diversion of controlled substances, and failed to provide appropriate psychiatric care to multiple patients. Respondent was placed on probation for a period of ten (10) years subject to certain terms and conditions. See Attachment C.

7. **Iowa Disciplinary Charges:** On April 17, 2014, the Iowa Board filed formal disciplinary charges against Respondent charging him with being disciplined by the licensing authority of another state in violation of the laws and rules governing the practice of medicine in Iowa. See Attachment D.

8. **Relinquishment of Iowa Medical License:** Effective July 1, 2015, pursuant to Iowa Code section 148.8A, Respondent's Iowa medical license was relinquished because he failed to apply for renewal or reinstatement of the license within five (5) years after its expiration. See Iowa Code section 148.8A. Respondent's Iowa medical license may not be reinstated, reissued, or restored once it has been relinquished. Therefore, Respondent no longer holds an Iowa medical license.

THEREFORE IT IS ORDERED: that the Board hereby **DISMISSES** the Statement of Charges currently pending against Respondent in this matter. However, should Respondent apply for a new Iowa medical license in the future, the Board will reopen this matter and take appropriate action necessary to protect the public.

This order becomes effective on August 28, 2015.

Hamed H. Tewfik, M.D., Chairman
Iowa Board of Medicine
400 SW 8th Street, Suite C
Des Moines, Iowa 50309-4686

Attachment A

BEFORE THE
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS

MISSOURI STATE BOARD OF REGISTRATION FOR THE HEALING ARTS	)	
Petitioner,	)	
v.	)	Case No. HA01017443
FLOYD D. SIMPSON, D.O.,	)	
Respondent.	)	

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 even 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
EXECUTIVE DIRECTOR
BOARD OF REGISTRATION FOR
THE HEALING ARTS

Date

2/14/00

Glenn E. Bradford Mo. Bar No. 27396
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

Date

RESPONDENT

04-07-00

Floyd D. Simpson, D.O.

Date

EFFECTIVE THIS 20 DAY OF April, 2000

Attachment B

BEFORE THE BOARD OF MEDICAL EXAMINERS OF THE STATE OF IOWA

****

IN THE MATTER OF THE STATEMENT OF CHARGES AGAINST

FLOYD D. SIMPSON, D.O., RESPONDENT

No. 03-00-916

****

SETTLEMENT AGREEMENT and FINAL ORDER

****

COMES NOW the Iowa Board of Medical Examiners (the Board), and Floyd D. Simpson, D.O., (Respondent), on June 28, 2001, and pursuant to Iowa Code sections 17A.10(2) and 272C.3(4), and enter into this Settlement Agreement and Final Order to resolve the contested case currently on file.

1. Respondent was issued license number 02030 to practice medicine and surgery in Iowa on May 11, 1984.

2. Respondent placed his Iowa medical license on inactive status on August 1, 2000.

3. A Statement of Charges was filed against Respondent on March 8, 2001, and is awaiting hearing.

4. The Board has jurisdiction over the parties and subject matter.

5. Respondent admits the allegations contained in the Statement of Charges.

6. Respondent is hereby **CITED** for being disciplined by the regulatory authority of another state for the excessive use of controlled substances and diverting controlled substances for his own use. The Respondent is hereby **WARNED** that being disciplined by the regulatory authority of another state in the future could result in further formal disciplinary action against his Iowa medical license.

7. Upon the Board's approval of this Settlement Agreement and Final Order, Respondent's Iowa medical license shall be on probation for a period of time concurrent with the restrictions established by the Missouri Medical Board, under the following terms and conditions:

A) While engaged in the practice of medicine in Missouri, Respondent shall comply with all terms and conditions established by the Missouri Medical Board. Respondent shall provide documentation from the Missouri Medical Board evidencing his successful completion of the terms and conditions of the Missouri Order.

B) Should Respondent elect to engage in the practice of medicine in Iowa during the period of restriction in Missouri, Respondent shall, not less than sixty (60) days prior to beginning practice, notify the Board in writing of his intended practice location.

C) Upon beginning practice in Iowa:

(1) Respondent shall, prior to beginning practice in Iowa, contact Deb Anglin, Coordinator, Monitoring Programs, Iowa Board of

Medical Examiners, 400 SW 8th Street, Suite C, Des Moines, IA 50309-4686, Ph. #515-281-6491 to establish a monitoring program. Respondent shall fully comply with all requirements of the monitoring program.

(2) Respondent shall, prior to beginning practice in Iowa, complete a comprehensive course on medical ethics, prior approved by the Board.

(3) Respondent shall, prior to beginning practice in Iowa, provide evidence of his successful completion of a substance abuse evaluation at recognized program for professionals. Respondent shall fully comply with all recommendations made at the conclusion of the substance abuse evaluation.

(4) Respondent shall not consume alcohol.

(5) Respondent shall not use any controlled or prescription drug in any form unless the controlled or prescription drug has been prescribed for Respondent's use by another duly licensed treating physician or other qualified treating health care provider. Respondent shall provide the Board written notice within seventy-two (72) hours of the use of any controlled or prescription drug. Respondent shall inform any treating physician or other treating health care provider of his history of

substance abuse prior to receiving any prescription drug.

(6) Respondent shall submit to the Board's drug screening program to provide random blood or urine specimens. Respondent agrees to comply with all requirements of the drug screening program. Respondent shall also provide random blood or urine specimens on demand by an agent of the Board. The specimens shall be used drug and alcohol screening, all costs of which shall be paid by Respondent.

(7) Respondent shall, not less than thirty (30) days prior to beginning practice in Iowa, submit to the Board the name and curriculum vitae of a substance abuse treatment physician or counselor for Board approval to supervise Respondent's continued substance abuse treatment.

(a) As a condition of approval, the physician or counselor shall agree to submit written quarterly reports to the Board concerning Respondent's treatment progress. The reports shall be filed with the Board not later than January 20, April 20, July 20 and October 20 of each year of Respondent's probation.

(b) Respondent shall fully comply with all recommendations of the physician or counselor and shall continue with

aftercare treatment until discharged from treatment by the physician or counselor and until Respondent's discharge from treatment is approved by the Board.

(8) Respondent shall, prior to beginning practice in Iowa, submit to the Board for approval, the name of a physician who regularly observes and/or supervises Respondent in a practice setting to serve as Respondent's worksite monitor. Respondent must provide the worksite monitor with a copy of all Board orders relating to this disciplinary action and a copy of the professional sexual misconduct evaluation report and recommendations. The worksite monitor shall provide a written statement indicating the monitor has read and understands the Board orders and evaluation reports in this matter and agrees to act as the worksite monitor under the terms of this agreement. The worksite monitor shall inform the Board immediately if there is any inappropriate behavior or professional misconduct. As a condition of approval, the physician shall agree to submit written quarterly reports to the Board concerning Respondent's progress. The reports shall be filed with the Board not later than January 20, April 20, July 20 and October 20 of each year of Respondent's probation.

(9) Respondent shall file sworn quarterly reports with the Board attesting to his compliance with all the terms and conditions of this Settlement Agreement. The reports shall be filed not later than January 10, April 10, July 10 and October 10 of each year of the Respondent's probation.

(10) Rspondent shall make appearances before the Board or a Board committee annually or upon request. Respondent shall be given reasonable notice of the date, time and location for the appearances. Said appearances shall be subject to the waiver provisions of 653 IAC 12.6(6)(d).

8. Respondent shall obey all federal, state and local laws, and all rules governing the practice of medicine in Iowa.

9. In the event Respondent violates or fails to comply with any of the terms or conditions of this Settlement Agreement and Final Order, the Board may initiate action to suspend or revoke Respondent's Iowa medical license or to impose other license discipline as authorized in Iowa Code Chapters 148 and 272 and 653 IAC 12.2.

10. Upon full compliance with the terms of this Settlement Agreement and Final Order, and upon expiration of the period of probation, Respondent's Iowa medical license shall be restored to its full privileges free and clear of the terms of probation.

11. This Settlement Agreement and Final Order constitutes the resolution of a contested case proceeding.

12. By entering into this Settlement Agreement and Final Order, Respondent voluntarily waives any rights to a contested case hearing on the allegations contained in the Statement of Charges, and waives any objections to the terms of this Settlement Agreement.

13. This Settlement Agreement and Final Order is voluntarily submitted by Respondent to the Board for consideration.

14. This Settlement Agreement and Final Order is subject to approval of the Board. If the Board fails to approve this Settlement Agreement and Final Order it shall be of no force or effect to either party

15. The Board's approval of this Settlement Agreement shall constitute a **FINAL ORDER** of the Board.

Floyd D. Simpson, D.O., Respondent

Date 4-18-01

Date Subscribed and sworn to before me on 18th of April, 2001.

Willa Jean Farmer
Notary Public, State of Missouri

WILLA JEAN FARMER Notary Public
Polk County State of Missouri
My Commission Expires Mar. 16, 2002

This combined Statement of Charges, Settlement Agreement and Final Order is approved by the Board on June 28, 2001.

Dale R. Holdiman MD
Dale R. Holdiman, M.D., Chairperson
Iowa Board of Medical Examiners
400 SW 8th Street, Suite C
Des Moines, IA 50309-4686

BEFORE THE BOARD OF MEDICAL EXAMINERS OF THE STATE OF IOWA

****

IN THE MATTER OF THE STATEMENT OF CHARGES AGAINST

FLOYD D. SIMPSON, D.O., RESPONDENT

No. 03-00-916

****

STATEMENT OF CHARGES

****

COMES NOW the Iowa Board of Medical Examiners (the Board), on January 11, 2001, and files this Statement of Charges against Floyd D. Simpson, D.O., (Respondent), a physician licensed pursuant to Chapter 147 of the Code of Iowa and alleges:

1. Respondent was issued license number 02030 to practice medicine and surgery in Iowa on May 11, 1984. Respondent placed his Iowa medical license on inactive status on August 1, 2000.

2. The Board has jurisdiction in this matter pursuant to Iowa Code Chapters 147, 148 and 272C.

COUNT I

3. Respondent is charged under section 148.6(2)(d) of the 1999 Code of Iowa with being disciplined by the medical licensing authority of another state.

CIRCUMSTANCES

4. On or about April 20, 2000, the Missouri Medical Board and Respondent entered into a Settlement Agreement placing Respondent's Missouri medical license on probation for a period of seven (7) years under certain terms and conditions. Respondent was disciplined for abusing controlled substances.

On this the 11th day of January, 2001, the Iowa Board of Medical Examiners finds probable cause to file this Statement of Charges.

Dale R. Holdiman MD

Dale R. Holdiman, M.D., Chairperson
Iowa Board of Medical Examiners
400 SW 8th Street, Suite C
Des Moines, Iowa 50309-4686

cc: Theresa O'Connell Weeg, Esq.
Assistant Attorney General
Iowa Department of Justice
Hoover State Office Building
Des Moines, IA 50319
Phone 515-281-6858

Attachment C

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 care 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/CMECourses.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

02-02-2012

Floyd Simpson, D.O. Date

02-06-12

Attorney for Licensee Date

Missouri Bar No. 52542

BOARD

T. Steinman 2/8/12

Tina Steinman Date

Executive Director

Sarah Schappe 2/14/12

Sarah Schappe Date

General Counsel, MO Bar No. 52011

EFFECTIVE THIS 14 DAY OF February, 20~~11~~ 12.

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
6/3/20009	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, 2 mg #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

Attachment D

BEFORE THE IOWA BOARD OF MEDICINE

****

IN THE MATTER OF THE STATEMENT OF CHARGES AGAINST

FLOYD D. SIMPSON, D.O., RESPONDENT

FILE No. 03-12-438

****

STATEMENT OF CHARGES

****

COMES NOW the Iowa Board of Medicine (Board) on April 17, 2014, and files this Statement of Charges pursuant to Iowa Code Section 17A.12(2). Respondent was issued Iowa medical license no. 02030 on May 11, 1984. Respondent's Iowa medical license went inactive due to nonrenewal on August 1, 2000.

A. TIME, PLACE AND NATURE OF HEARING

1. Hearing. A disciplinary contested case hearing shall be held on August 7, 2014, before the Iowa Board of Medicine. The hearing shall begin at 1:00 p.m. and shall be located in the conference room at the Iowa Board of Medicine office at 400 SW 8th Street, Suite C, Des Moines, Iowa.

2. Answer. Within twenty (20) days of the date you are served this Notice of Hearing you are required by 653 Iowa Administrative Code 25.10 to file an Answer. In that Answer, you should also state whether you will require a continuance of the date and time of the hearing.

3. Presiding Officer. The Board shall serve as presiding officer, but the Board may request an Administrative Law Judge make initial rulings on prehearing matters, and be present to assist and advise the board at hearing.

4. Prehearing Conference. A prehearing conference will be held by telephone on May 14, 2014, at 9:00 a.m., before an Administrative Law Judge from the Iowa Department of Inspections and Appeals (ALJ). Please contact Kent M. Nebel, J.D., Legal Director, Iowa Board of Medicine, at 515-281-7088 with the telephone number at which you or your legal counsel can be reached. Board rules on prehearing conferences may be found at 653 Iowa Administrative Code 25.15.

5. Hearing Procedures. The procedural rules governing the conduct of the hearing are found at 653 Iowa Administrative Code Chapter 25. At hearing, you will be allowed the opportunity to respond to the charges against you, to produce evidence on your behalf, cross-examine witnesses, and examine any documents introduced at hearing. You may appear personally or be represented by counsel at your own expense. If you need to request an alternative time or date for hearing, you must review the requirements in 653 Iowa Administrative Code 25.16. The hearing may be open to the public or closed to the public at the discretion of the Respondent.

6. Prosecution. The office of the Attorney General is responsible for representing the public interest (the State) in this proceeding. Pleadings shall be filed with the Board and copies should be provided to counsel for the State at the following address: Julie Bussanmas, Assistant Attorney General, Iowa Attorney General's Office, 2nd Floor, Hoover State Office Building, Des Moines, Iowa 50319.

7. Communications. You may not contact board members by phone, letter, facsimile, e-mail, or in person about this Notice of Hearing. Board members may only receive information about the case when all parties have notice and an opportunity to participate, such as at the hearing or in pleadings you file with the Board office and serve upon all parties in the case. You may contact Kent M. Nebel, J.D., Legal Director, at 515-281-7088 or to Assistant Attorney General Julie Bussanmas at 515-281-5637.

B. LEGAL AUTHORITY AND JURISDICTION

8. Jurisdiction. The Board has jurisdiction in this matter pursuant to Iowa Code Chapters 17A, 147, 148, and 272C.

9. Legal Authority: If any of the allegations against you are founded, the Board has authority to take disciplinary action against you under Iowa Code Chapters 17A, 147, 148, and 272C (2005) and 653 Iowa Administrative Code Chapter 25.25.

10. Default. If you fail to appear at the hearing, the Board may enter a default decision or proceed with the hearing and render a decision in your absence, in accordance with Iowa Code Section 17A.12(3) and 653 Iowa Administrative Code 25.20.

C. SECTIONS OF STATUTES AND RULES INVOLVED

COUNT I

11. **Discipline by Another Licensing Authority:** Respondent is charged pursuant to Iowa Code section 148.6(2)(d) and 653 IAC 23.1(1) with having a license to practice medicine and surgery or osteopathic medicine and surgery revoked or suspended, or having other disciplinary action taken by a licensing authority of another state, territory, or country. A certified copy of the order of disciplinary action is prima facie evidence.

STATEMENT OF THE MATTERS ASSERTED

12. **Practice Setting:** Respondent is an Iowa-licensed physician who formerly practiced psychiatry in Springfield, Missouri.

13. **First Missouri Disciplinary Action:** On April 20, 2000, Respondent was disciplined by the Missouri State Board of Registration for the Healing Arts (Missouri Board) for abusing controlled substances. Respondent was placed on probation for a period of seven (7) years subject to certain terms and conditions.

14. **First Iowa Disciplinary Action:** On June 28, 2001, Respondent was disciplined by the Iowa Board based on the Missouri disciplinary action. Respondent was placed on probation for a period of time concurrent with the probation in Missouri.

15. **Second Missouri Disciplinary Action:** On February 14, 2012, Respondent was disciplined by the Missouri Board. The Missouri Board alleged that Respondent inappropriately prescribed controlled substances to patients and/or failed to prevent diversion of controlled substances, and failed to provide appropriate psychiatric care to multiple

patients. Respondent was placed on probation for a period of ten (10) years subject to certain terms and conditions. See Attachment A.

E. SETTLEMENT

16. Settlement. This matter may be resolved by settlement agreement. The procedural rules governing the Board's settlement process are found at 653 Iowa Administrative Code 12.25. If you are interested in pursuing settlement of this matter, please contact Kent M. Nebel, J.D., Legal Director at 515-281-7088 or kent.nebel@iowa.gov.

F. PROBABLE CAUSE FINDING

17. On April 17, 2014, the Iowa Board of Medicine found probable cause to file this Statement of Charges.

Gregory B. Hoversten, D.O., Chairman
Iowa Board of Medicine
400 SW 8th Street, Suite C
Des Moines, Iowa 50309-4686

BEFORE THE IOWA BOARD OF MEDICINE

****

IN THE MATTER OF THE STATEMENT OF CHARGES AGAINST

FLOYD D. SIMPSON, D.O., RESPONDENT

FILE No. 03-12-438

****

STATEMENT OF CHARGES

****

COMES NOW the Iowa Board of Medicine (Board) on April 17, 2014, and files this Statement of Charges pursuant to Iowa Code Section 17A.12(2). Respondent was issued Iowa medical license no. 02030 on May 11, 1984. Respondent's Iowa medical license went inactive due to nonrenewal on August 1, 2000.

A. TIME, PLACE AND NATURE OF HEARING

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6. Prosecution. The office of the Attorney General is responsible for representing the public interest (the State) in this proceeding. Pleadings shall be filed with the Board and copies should be provided to counsel for the State at the following address: Julie Bussanmas, Assistant Attorney General, Iowa Attorney General's Office, 2nd Floor, Hoover State Office Building, Des Moines, Iowa 50319.

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B. LEGAL AUTHORITY AND JURISDICTION

8. Jurisdiction. The Board has jurisdiction in this matter pursuant to Iowa Code Chapters 17A, 147, 148, and 272C.

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15. **Second Missouri Disciplinary Action:** On February 14, 2012, Respondent was disciplined by the Missouri Board. The Missouri Board alleged that Respondent inappropriately prescribed controlled substances to patients and/or failed to prevent diversion of controlled substances, and failed to provide appropriate psychiatric care to multiple

patients. Respondent was placed on probation for a period of ten (10) years subject to certain terms and conditions. See Attachment A.

E. SETTLEMENT

16. Settlement. This matter may be resolved by settlement agreement. The procedural rules governing the Board's settlement process are found at 653 Iowa Administrative Code 12.25. If you are interested in pursuing settlement of this matter, please contact Kent M. Nebel, J.D., Legal Director at 515-281-7088 or kent.nebel@iowa.gov.

F. PROBABLE CAUSE FINDING

17. On April 17, 2014, the Iowa Board of Medicine found probable cause to file this Statement of Charges.

Gregory B. Hoversten, D.O., Chairman
Iowa Board of Medicine
400 SW 8th Street, Suite C
Des Moines, Iowa 50309-4686

Attachment A

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 care 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/CMECourses.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

02-02-2012

Floyd Simpson, D.O. Date

02-06-12

Attorney for Licensee Date
Missouri Bar No. 52547

BOARD

T. Steinman 2/8/12

Tina Steinman Date
Executive Director

Sarah Schappe 2/14/12

Sarah Schappe Date
General Counsel, MO Bar No. 52011

EFFECTIVE THIS 14 DAY OF February, 2012.

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
6/3/20009	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, 2 mg #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