

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND JAMES W. KNIGHT, MD**

Come now James W. Knight, MD (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 James W. Knight'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 section 621.045, RSMo¹.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing to determine what discipline, if any, is appropriate; the right to appear and be represented by legal counsel; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf; and the right to present evidence in mitigation of discipline at a hearing before the Board. 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 has been informed of his right to consult legal counsel in this matter.

3. The Licensee believes, in good faith, that he has grounds to dispute the findings and conclusions of the Administrative Hearing Commission ("AHC") entered in this matter, but hereby waives the right to make such a challenge in consideration of the promises of the Board in this Agreement. The waiver of the right to seek judicial review of this matter shall inure only to the benefit of the Board and the Licensee; shall not create any enforceable third party rights; and as to third parties, is not an admission of the correctness of the findings and conclusions of the AHC nor of any fact or wrongdoing. The Licensee

¹ All statutory references are to the Revised Statutes of Missouri (2011) unless otherwise stated.

enters into this Agreement solely for the purposes of settling this matter and to avoid the time, expense and uncertainty involved in such a challenge.

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, except for the facts or conduct which were the subject of the Board's December 19, 2012, complaint and the amended complaint of May 27, 2014, including the facts or conduct covered under the counts of the original complaint dismissed with prejudice by the Board, 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. The Board represents, to the best of its information and belief, there are no facts now known to the Board on which further action may be taken against Licensee and the Board is not currently contemplating action against Licensee.

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, and 610, RSMo, and will report this agreement to the National Practitioner's Data Bank ("NPDB") 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 section 334.120, RSMo 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 36181, which was first issued on August 9, 1980. Licensee's license is current, and was current and active at all times relevant herein

8. On or about December 19, 2012, the Board filed a complaint with the Administrative Hearing Commission ("AHC") seeking cause to discipline Licensee's license. On or about October 23, 2013, the Board dismissed Counts 2-16 of its original complaint with prejudice. A hearing was held on November

19, 2013, on the single remaining count. On April 2, 2014 Licensee filed a Motion to reopen the evidence. The Motion was granted. The Board filed an amended complaint on May 27, 2014. A second hearing was held on July 9, 2014.

9. On or about January 30, 2015, the AHC issued a decision finding cause to discipline Licensee's license pursuant to section 334.100.2(4)(g), RSMo. That decision is incorporated by reference into this settlement agreement and is attached hereto as Exhibit 1.

10. The parties enter into this settlement agreement for the sole purpose of imposing discipline on Licensee's license after the finding by the AHC.

II. JOINT CONCLUSIONS OF LAW

11. As found by the AHC, cause exists to discipline Licensee's license pursuant to 334.100.2(4)(g), RSMo which states:

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

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

(g) Final disciplinary action by any professional medical or osteopathic association or society or licensed hospital or medical staff of such hospital in this or any other state or territory, whether agreed to voluntarily or not, and including, but not limited to, any removal, suspension, limitation, or restriction of the person's license or staff or hospital privileges, failure to renew such privileges or license for cause, or other final disciplinary action, if the action was in any way related to unprofessional conduct, professional incompetence, malpractice or any other violation of any provision of this chapter;

12. Pursuant to the authority of section 621.045, RSMo, to enter into settlement agreements and to

section 621.110, RSMo, on a finding by the AHC that cause exists to discipline the license of a person licensed by the Board, "the agency may order any disciplinary measures it deems appropriate and which is authorized by law."

13. Administering a public reprimand is a disciplinary measure authorized by law under section 334.100.4, 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 section 621.110, RSMo. 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:

14. License number 36181 issued by the Board to the Licensee, is hereby PUBLICLY REPRIMANDED.

15. If the Licensee is licensed in other jurisdictions, then he shall notify, in writing, the medical licensing authorities of those jurisdictions, within thirty (30) 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. The Licensee is not currently licensed in any other jurisdiction nor seeking licensure in any other jurisdiction. On the basis of Licensee's representation, no further notification to the Board of Licensee's status is required to satisfy the requirements of this paragraph.

16. The Licensee shall notify, within thirty (30) days of the effective date of this agreement, all employers, hospitals, nursing homes, out-patient centers, clinics, and all other facilities where the Licensee practices or has privileges, of his disciplinary status. 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 an employer, does not have privileges or does not practice at any facility, he shall notify the Board of that fact in writing within thirty (30) days of the effective date of this settlement agreement.

17. The Licensee shall notify any allied health care professionals he supervises of the disciplinary action imposed within thirty (30) days of the effective date of this settlement agreement. 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 supervise any allied health professionals, he shall notify the Board of that fact in writing within thirty (30) days of the effective date of this settlement agreement.

18. 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: Legal, P.O. Box 4, Jefferson City, Missouri 65102.

19. 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 other than the facts or conduct which were the subject of the Board's December 19, 2012, complaint and the amended complaint of May 27, 2014, including the facts or conduct covered under the counts of the original complaint dismissed with prejudice by the Board.

20. 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 attorney's fees and expenses, including any claims pursuant to section 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. Licensee also waives any right to appeal the decision of the Administrative Hearing Commission. 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.