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DEC 27 2010

BOARD OF HEALING ARTS

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI  
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS  
AND ALFRED R. JOHNSON, D.O.**

Come now Alfred R. Johnson, 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 Alfred R. Johnson'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 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 him; 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 334, 610, 620 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 R6337, which was first issued on August 9, 1975. Licensee's license is current, and was current and active at all times relevant herein.
8. On or about April 9, 2010, the Licensee and the Texas Medical Board entered a Mediated Agreed Order ("Texas Order").
9. The Texas Medical Board concluded that Licensee violated the Texas Medical Practice Act by failing to obtain adequate informed consent from one patient who was treated with intra-dermal injections of extract of diesel and auto fumes purportedly to desensitize him to reported allergies to vehicle exhaust.
10. The Texas Medical Board found that Licensee failed to maintain adequate records in compliance with Texas Medical Board Rules.
11. As a result of the above findings, the Texas Medical Board publicly reprimanded Licensee's Texas Medical License, imposed conditions on his license and ordered him to pay an administrative penalty of \$4,500.
12. The above facts constitute cause to discipline licensee's license pursuant to § 334.100.2 (8).

## **II. JOINT CONCLUSIONS OF LAW**

13. Cause exists to discipline Licensee's license pursuant to 334.100.2(8) RSMo which states:

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

(8) Revocation, suspension, restriction, modification, limitation, reprimand, warning, censure, probation or other final disciplinary action against the holder of or applicant for a license or other right to practice any profession regulated by this chapter by another state, territory, federal agency or country, whether or not voluntarily agreed to by the licensee or applicant, including, but not limited to, the denial of licensure, surrender of the license, allowing the license to expire or lapse, or discontinuing or limiting the practice of medicine while subject to an investigation or while actually under investigation by any licensing authority, medical facility, branch of the armed forces of the United States of America, insurance company, court, agency of the state or federal government, or employer;

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

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

### **III. JOINT AGREEMENT ON DISCIPLINE**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §621.110 RSMo 2000. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

16. License number R6337, issued by the Board to the Licensee, is hereby PUBLICLY REPRIMANDED.

17. Licensee shall follow all requirements of the Texas Medical Board's Order of April 9, 2010.

18. Licensee shall provide proof to the Missouri Board that he has completed the continuing education requirements of paragraph 6 of the Texas Order no later than June 1, 2011.

19. Licensee shall provide proof to the Missouri Board that he has completed the continuing education requirements of paragraph 7 of the Texas Order no later than June 1, 2012.

20. Licensee must provide, upon request, to a representative of the Missouri Board, access to all documentation required by the Texas Order, including but not limited to the Informed Consent Forms and signed patient acknowledgements referred to in paragraph 4 of the Texas Order.

21. Within 60 days of the date of this order, Licensee shall submit a list of Therapy that Respondent utilizes in his medical practice. This list shall designate those extracts used in Therapy that are commercially available, and those that are non-commercial. Commercially available for purpose of this provision shall mean: extracts that are produced in a licensed production facility and extracts are FDA approved specifically for use as an allergy injection to treat chemical sensitivity. For commercially available extracts the list shall include the name and

address of the manufacturer of the extract, and any brochure/catalog provided by a manufacturer and/or distributor of the extract.

22. Licensee shall inform the Board within ten (10) days of any modification in or termination of the Texas Order.

23. 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.

24. 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.

25. 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.

26. 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.

27. The Licensee shall appear in person for interviews with the Board or its designee upon request.

28. The Licensee shall notify, within fifteen (15) days of the effective date of this agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where the Licensee practices or has privileges, of his disciplinary status. The Licensee shall notify any physician assistants or other allied health care professionals he supervises of the disciplinary action imposed. Notification shall be in writing and the Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative. If the Licensee does not have privileges or practices at any facility, he shall notify the Board of that fact in writing within fifteen (15) days of the effective date of this settlement agreement.

29. 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.

30. 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.

31. 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.

32. Licensee hereby waives and releases the Board, its members, and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it



survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

LICENSEE

BOARD

<u><i>Alfred R. Johnson</i></u>	<u>12/17/10</u>	<u><i>T. Steinman</i></u>	<u>12/27/10</u>
Alfred R. Johnson, D.O.	Date	Tina Steinman	Date
		Executive Director	

_____	<u>12/27/10</u>	<u><i>Sarah Schappe</i></u>	<u>12/27/10</u>
Attorney for Licensee	Date	Sarah Schappe	Date
Missouri Bar No. _____		General Counsel, MO Bar No. 52011	

EFFECTIVE THIS 27 DAY OF December, 2010.