

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

STATE BOARD OF REGISTRATION)
FOR THE HEALING ARTS,)
)
Board,)
)
v) Case No 2004-002992
)
PATRICK CONNER, M D)
)
Licensee)

SETTLEMENT AGREEMENT

Comes now Patrick Conner, M D , (Licensee) and the State Board of Registration for the Healing Arts (the Board) and enter into this Agreement for the purpose of resolving the question of whether Licensee'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.

I Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee, the right to appear and be represented by legal counsel, the right to have all charges against Licensee proven upon the record by competent and substantial evidence, the right to cross-examine any witnesses appearing at the hearing against Licensee, the right to present evidence on Licensee's own behalf; the right to a decision based upon the record

by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee, and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2 Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3 Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4 The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5 Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I

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

JOINT PROPOSED FINDINGS OF FACT

1 The State Board of Registration for the Healing Arts ("the Board") is an agency of the State of Missouri created and established pursuant to § 334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo

2 Patrick Conner, M D ("Licensee") is licensed by the Board as a physician and surgeon, license number RIH16, which was first issued on July 23, 1987. Respondent's certificate of registration is and was current and active at all times.

3 Licensee's license was previously on probation for five (5) years for chemical dependency and that probation terminated on August 25, 1994.

4 At the times described herein, Licensee was employed as an emergency room physician at St. John's Regional Health Center ("St. John's") in Springfield, Missouri.

5 From 2003 until August 8, 2004, Licensee relapsed by obtaining the controlled substances of hydrocodone and oxycodone that were not prescribed by a physician in the course of a professional physician-patient relationship. This was a diversion of controlled substances for personal use.

6. On or about August 16, 2004, Licensee entered Rush Behavioral Health During his in-patient treatment, Licensee was further diagnosed with a bi-polar disorder that had not been previously diagnosed and that contributed to his substance abuse problems. Rush discharged Licensee on October 7, 2004 and since that time, Licensee has been actively monitored by random urinalysis, has been actively treated by a psychiatrist and has actively participated in AA/NA meetings.

7. Hydrocodone is a schedule II controlled substance pursuant to §195.017.6(4)(d), RSMo.

8. Oxycodone is a schedule II controlled substance pursuant to §195.017.4(1)(a), RSMo.

9. Licensee's treating psychiatrist believes that Licensee's continued practice of medicine at this time, even under a probationary license, would be incompatible with Licensee's rehabilitation. Further, Licensee has been adjudged as having an SSI disability.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to § 334.100.2(1), (6), (13) and (22), RSMo 2000, 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

* * * *

(1) Use of any controlled substance, as defined in chapter 195, RSMo, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of any profession licensed or regulated by this chapter,

* * * *

(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 pursuant to this chapter,

* * * *

(13) Violation of the drug laws or rules and 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,

* * * *

2 Licensee's conduct, as established by the foregoing facts, falls within the intendments of § 334.100 2(1), (6), (13) and (22), RSMo 2000

3 Cause exists for Board to take disciplinary action against Licensees' licenses under § 334.100.2(1), (6), (13) and (22), RSMo 2000

II

Based on the foregoing, the parties mutually agree and stipulate that the following disposition shall occur in this matter under the authority of Section 621.110, RSMo 2000. 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 R1H16, issued to Licensee is hereby VOLUNTARILY SURRENDERED in lieu of disciplinary action. Licensee understands that this Agreement will be reported to the National Practitioner's Data Bank, the Health Integrity and Protection Data Bank, and the Federation of State Medical Boards as an action in lieu of discipline

2 Within 10 days of the effective date of this Agreement, Licensee shall return all indicia of Missouri medical licensure to the Board, including but not limited to, his wall-hanging license and pocket card

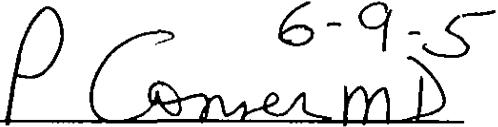
3. The medical license, No R1H16 issued to Licensee and voluntarily surrendered by Licensee is hereby accepted by the Board in resolution of all proceedings that might be actionable before the Board or in circuit court or in any proceeding before the Administrative Hearing Commission related to the conduct described herein

4 Licensee understands and agrees that the facts set forth herein could be used by the Board as a basis for denial or as a basis to limit, restrict or place Licensee on probation should Licensee re-apply for licensure to practice the healing arts in Missouri in the future

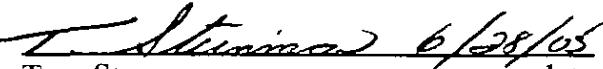
B Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not 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.

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

LICENSEE


Patrick Conner, M.D.

BOARD


Tina Steinman
Executive Director
date

JEREMIAH W (JAY) NIXON
Attorney General

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Attorneys for Board

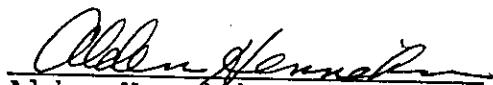
EFFECTIVE THIS 28 DAY OF June, 2005

BEFORE THE MISSOURI BOARD OF REGISTRATION
FOR THE HEALING ARTS

State Board of Registration)
For the Healing Arts,)
Petitioner)
v.) Case Number: HAC0689217
Patrick T. Conner, M.D.)
Respondent)

ORDER

It is hereby ordered that effective August 25, 1994, the probation agreement issued on October 22, 1986 upon Respondent's license to practice medicine and surgery, number MDR1H16 is hereby terminated and the said license is hereby returned to its full privileges free and clear of all restrictions.


Alden Henrickson
Executive Director

Sept 16, 1994
Date

MODIFICATION OF
AGREEMENT BETWEEN THE MISSOURI STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS AND PATRICK T. CONNER, M.D., REGARDING
DISCIPLINE OF THE LICENSE OF PATRICK T. CONNER, M.D.,
TO PRACTICE THE HEALING ARTS

Come now Patrick T. Conner, M.D., and the State Board of Registration for the Healing Arts and agree that the August 6, 1990, Agreement between the Missouri State Board of Registration for the Healing Arts and Patrick T. Conner, M.D., Regarding Discipline of the License of Patrick T. Conner, M.D., to Practice the Healing Arts, which is incorporated by reference herein and attached as Exhibit A, shall be modified as indicated below. The Agreement and this Modification shall be read together as constituting the disciplinary terms under which Dr. Conner is allowed to practice.

1. Paragraph 6 of the August 6, 1990, agreement shall be replaced by the following paragraphs.

2. Licensee is permitted to prescribe, administer, dispense or order Hydrocodone 5 mg., Lorazepam .5 mg., Tylenol with Codeine Elixir, and Propoxyphene 100 mg. with 650 mg. Acetaminophen. During the disciplinary period, licensee shall not prescribe, administer, dispense, order or possess any other controlled substances as defined by state and federal law. Licensee shall not prescribe, administer, dispense, order or possess the non-controlled drugs, Stadol and Nubain.

3. Licensee shall be allowed to apply for limited controlled substance authority from the Bureau of Narcotics and Dangerous Drugs and the Drug Enforcement Administration.

Licensee's controlled substance authority is to be limited to the drugs Hydrocodone 5 mg., Lorazepam .5 mg., Tylenol with Codeine Elixir, and Propoxyphene 100 mg. with 650 mg. Acetaminophen.

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

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

Licensee shall keep these controlled substance records in a separate file or ledger, in chronological order, and shall make them available for inspection and copying by the Board's designee upon request. Licensee shall submit a copy of these controlled substance records to the Board by November 1, February 1, May 1, and August 1 of each year during the disciplinary period. Licensee shall submit the records to the Board at State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

So ordered, effective this 29th day of January, 1992.


Frederick A. Tromans
Executive Director

SEAL

AGREEMENT BETWEEN THE MISSOURI STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS AND PATRICK T. CONNER, M.D.,
REGARDING DISCIPLINE OF THE LICENSE OF
PATRICK T. CONNER, M.D., TO PRACTICE THE HEALING ARTS

Come now Patrick T. Conner, M.D., and the State Board of Registration for the Healing Arts and enter into this Agreement for the purpose of resolving the complaint against Dr. Conner involving his license to practice the healing arts. Dr. Gibbs understands that this agreement is in lieu of the trial-type hearing of the charges by the Administrative Hearing Commission where Dr. Conner would have the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending, and subsequently, the right to a disciplinary hearing before the State Board of Registration for the Healing Arts at which time evidence in mitigation of discipline may be presented. Being aware of these rights, both parties knowingly and voluntarily waive each and every one of these rights and agree to abide by the terms of this document, in lieu of proceedings before the Administrative Hearing Commission and the State Board of Registration for the Healing Arts.

I.

Patrick T. Conner, M.D. (hereinafter "licensee") hereby stipulates with the State Board of Registration for the Healing Arts to the following facts:

1. 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 1986, for the purpose of executing and enforcing the provisions of Chapter 334, Physicians and Surgeons.

2. The licensee is licensed by the State Board of Registration for the Healing Arts, license No. R1H16. The licensee's Missouri license is presently current and active.

3. Licensee wrote prescriptions for Vicodin, Zydome and Irocet Plus, in his wife's name, and then consumed the medication himself.

4. During August 1989, licensee was admitted as an inpatient to the Clear Point Center at Lake of the Ozarks for treatment of chemical dependency.

5. Dr. Conner executed a voluntary surrender of his controlled substances authority on September 5, 1989.

6. Cause exists for discipline against the licensee's healing arts license pursuant to Section 334.100.2(4)(h) and (23), RSMo (Supp. 1989).

II.

In light of the foregoing stipulation of facts, Dr. Conner and the Board hereby consent and agree that the following disciplinary action shall be imposed against License No. R1H16 of Dr. Conner, to practice the healing arts. It is hereby stipulated and agreed that the terms and conditions of this agreement shall be effective the date this document is approved and signed by the Board.

A. License No. R1H16 issued to Dr. Conner is hereby surrendered and immediately reinstated to Dr. Conner upon the following terms of probation for a period of five (5) years:

1. Licensee shall comply with all provisions of Chapter 334, RSMo, and all federal and state laws. "State" here includes the State of Missouri and all other states and territories of the United States.

2. Licensee shall appear in person for interviews with the Board or its designee upon request at various intervals and shall accept unannounced visits from representatives of the Board.

3. Licensee shall remain in and comply with all of the requirements of the MSMA Physician's Health Program for treatment of his chemical dependency.

4. Licensee shall completely abstain from the use of controlled substances drugs and alcohol and he shall furnish specimens of his urine/blood to representatives of the Board at irregular intervals on an unannounced basis.

5. Licensee shall attend at least three AA meetings per week and his AA sponsor shall give written quarterly reports to the Board of his compliance.

6. Licensee shall immediately surrender his controlled substances authority in the State of Missouri and he may not reapply for such authority until three (3) years from the effective date of this agreement.

7. Licensee shall submit truthful quarterly declarations with the Board of his compliance with the terms and conditions of this agreement.

B. Periods of residence or practice outside Missouri will not apply to the reduction of this probationary period and the medical licensing authorities of the jurisdiction to which the licensee is moving or has moved must be promptly notified of the licensee's probationary status in Missouri.

C. If licensee violates any term or condition of this agreement, then the Board may, in its discretion, rescind and set aside the terms and conditions of this agreement and/or it may suspend, revoke or otherwise discipline licensee's license to practice the healing arts.

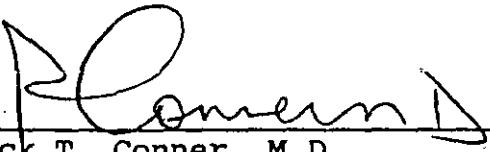
D. No order shall be entered by the Board pursuant to the preceding paragraph of this agreement without giving licensee notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

E. If the Board determines that licensee has violated any term or condition of this agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission, then the Board may elect to pursue such remedy before the Administrative Hearing Commission, simultaneously with or in lieu of any other remedy provided for herein.

F. The parties further agree that the Board may, simultaneously with or in lieu of proceeding before it or the Administrative Hearing Commission as described in the proceeding

paragraphs, seek an order from a circuit court of competent jurisdiction to enjoin licensee from violating the provisions of this agreement. The parties agree that in any such proceeding the Board need not allege or prove irreparable harm or inadequacy of legal remedy as prerequisites to obtaining a temporary restraining order, preliminary injunction or permanent injunction against licensee. The parties further agree that the Board may initiate any such proceeding in the Circuit Court of Cole County, Missouri.

G. Nothing contained herein shall preclude the Board from initiating any action against Dr. Conner for matters not concerning the allegations contained herein.



Patrick T. Conner, M.D.

STATE OF Missouri)
COUNTY OF Greene) ss.

On this 1st day of August, 1990, before me personally appeared Patrick T. Conner, M.D., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year first above written.

My Commission expires:

IVY LEA MEEK Notary Public
Christian County State of Missouri
My Commission Expires Mar. 3, 1994



Notary Public

Gary R Clark
Gary R. Clark
Executive Secretary
Missouri Board of Registration for
the Healing Arts

Approved and signed at the direction of the Missouri State
Board of Registration for the Healing Arts this 6th day of
August, 1990.