SETTLEMENT AGREEMENT BETWEEN
MISSOURI BOARD OF PODIATRIC MEDICINE
AND
ZACKWRIE S. PARR

Zackwrie S. Parr (Parr) and the Missouri Board of Podiatric Medicine (Board) enter into this Settlement Agreement for the purpose of resolving the question of whether Parr's license as a Podiatrist, no. 00617, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo. The Board and Parr jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo, Cum. Supp. 2006.

Parr acknowledges that he understands the various rights and privileges afforded him 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 proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against him at the hearing; the right to present evidence on his behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.
administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Board at which time Parr may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Board.

Being aware of these rights provided to him by law, Parr knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Parr acknowledges that he has received a copy of documents that were the basis upon which the Board determined there was cause for discipline, along with citations to law and/or regulations the Board believes were violated. Parr stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Parr’s license as a Podiatrist, license no. 00617, is subject to disciplinary action by the Board in accordance with the relevant provisions of Chapter 621, RSMo Cum. Supp. 2006, and Chapter 330, RSMo, Podiatrists, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the Board and Parr in Part II herein is based only on the agreement set out in Part I herein. Parr understands that the Board may take further disciplinary 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.

I. Joint Stipulation of Facts and Conclusions of Law

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

I. Preliminary Information

1. The Missouri Board of Podiatric Medicine ("Board") is an agency of the State of Missouri, created and established pursuant to Section 330.100, RSMo, for the purpose of executing and enforcing the provisions of Chapter 330, RSMo, Podiatrists.

2. Respondent, Zackwrie S. Parr (Parr), is an adult individual whose registered address is 2002 Kannell Blvd., Hwy. PP, Suite 201, Poplar Bluff, Missouri 63902, and who holds a Missouri license as Podiatrist, License No. 000617, which is Active.

3. Section 330.160.2, RSMo, provides that

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 . . . for any one or any combination of the following causes: . . .

(5) Incompetency, misconduct, repeated negligence, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter; . . .
II. RH² Matter

4. RH consulted Dr. Parr on referral from Dr. W.D. Robertson beginning on March 7, 2000, due to a painful ulcer of the left foot complicated by diabetes.

5. Dr. Parr noted an “extremely large ulceration going into deep tissue areas” beneath the left second metatarsal head, surrounded by hyperkeratotic and necrotic tissue present around the ulcer.”

6. Dr. Parr performed a debridement of the ulcer; performed an incision and drainage; and cultured sensitivities both of the drainage and the tissue. He prescribed Cipro for ten days, and recommended padding the area, salt water soaks, and Bacitracin application. He scheduled a followup appointment for two weeks later.

7. Dr. Parr examined RH again on March 21, 2000. He noted that “ulceration is healing adequately with less necrotic tissue but is still into superficial sub q [subcutaneous] tissue layers.”

8. On March 21, 2000, Dr. Parr again performed a debridement of necrotic tissue, noted limited ambulation and padded the area to reduce pressure, and recommended that RH continue on the course of treatment recommended in the previous visit. He added Panifil ointment to the regimen.

²Initials are used in place of patients’ real names in order to protect Personal Health Information (PHI) protected by the United States Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. § 164.500 et seq.
9. RH had an appointment with Dr. Parr on April 11, 2000, but did not show for the appointment.

10. RH next returned to see Dr. Parr on October 3, 2000.

11. At that point, RH’s ulcer was considerably larger and reported as “progressively worse,” having spread to the third metatarsal head. Dr. Parr’s notes indicate that “the open hole is very deep going into deep sub q tissue layers with some possible early muscle involvement. Necrotic tissue is noted with odor, redness, swelling, drainage, and apparent infection.” RH’s blood sugar was noted at 260.

12. Dr. Parr referred RH to Dexter hospital for an x-ray and placed her on Cipro and Lortab for pain, and added Regranex to the regimen.

13. Dr. Parr performed a deep debridement of necrotic tissue and an incision and drainage, took cultures and sensitivities, and did an incision and drainage.

14. Dr. Parr did not refer RH for a MRI bone scan, nor did he refer her to an infectious disease consultation.

15. An x-ray was performed which also indicated infection spreading to the fourth metatarsal. However, Dr. Parr did not hospitalize RH, refer her for an infectious disease consultation, or order a bone scan.
16. RH returned to Dr. Parr for an appointment on October 17 and 31, 2000, and November 28, 2000. She failed to show for an appointment on November 21, 2000.

17. On these occasions, Dr. Parr noted that the ulcer was smaller. He continued the prior treatment regimen.


19. On April 16, 2001, Dr. Parr noted that the ulcer on RH’s foot was much larger. He continued his prior treatment, and added a prescription for Cipro 500 mg b.i.d.

20. Dr. Parr examined RH on the following occasions:

   a. April 24, 2001
   b. April 27, 2001
   c. May 8, 2001
   d. May 29, 2001
   e. June 19, 2001
   f. July 10, 2001
   g. July 31, 2001
   h. August 7, 2001

21. On each of these occasions Dr. Parr noted that the ulcer was persisting. A Doppler Arterial Exam was performed on April 27, 2001, by Dr. Parr’s staff, and
Dr. Parr reviewed the results. He continued the same treatment and scheduled followup visits at two to three week intervals.

22. Dr. Parr saw RH for the last time on August 9, 2001. At that time he noted that “at this time the condition is getting progressively worse with ulcer extremely larger but I am more concerned about severe abscess.” He noted that an x-ray was taken which revealed a large gas formation secondary to a severe infection.

23. After the August 9 consultation, Dr. Parr referred RH for admission to a hospital, intravenous antibiotics, and a surgical consultation.

24. Based on the course of Dr. Parr’s treatment of RH, the Board has cause to discipline Dr. Parr under the terms of Section 330.160.2(5), RSMo.

III. MB Matter

25. The MB matter set forth in Count II of the Complaint remains under civil litigation at the time of this agreement. In order not to prejudice the rights of either party in the civil matter, the Board and Dr. Parr agree that Count II will be dismissed without any factual findings or admissions on the facts of the matter.

IV. AL Matter

26. AL consulted with Respondent Dr. Parr on July 22, 2005, because of pain in both feet.

27. In his notes on AL’s initial examination on July 22, 2005, Dr. Parr reported:
Both heels have been having pain and discomfort and getting progressively worse over the last six months . . . Initial exam reveals pain upon palpation plantar median aspect both heels, inflammation, swelling and bursitis is noted, which is quite severe and extremely painful causing pain during all forms of ambulation.

28. Dr. Parr diagnosed AL’s condition as “heel spur syndrome bilateral.”

29. In his planning note from July 22, 2005, Dr. Parr wrote:

At this time discussed conservative options, including injection therapy, night splint, orthotics, PT, strapping. Patient wants to go ahead and due to pain and discomfort [sic] and she wants to get completely improved, so she wants surgery. Explained about EPF in great detail as well as gave brochure. Explained about possible complications, including but not limited to calcaneal cuboid joint discomfort, plantar lateral column pain, planter fascitis [sic], continued heel pain, nerve damage, and scar tissue. Patient understood procedure and all possible complications and will schedule for EPF bilateral in near future. Encouraged patient to call if she should develop any questions.

30. Dr. Parr scheduled AL for Endoscopic Plantar Fasciotomy (“EPF”) surgery on August 4, 2005, and performed the surgery on both her feet on that date.

31. Based on the course of treatment of AL by Dr. Parr, the Board has cause to discipline Dr. Parr under the terms of Section 330.160.2(5), RSMo.

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 Board in this matter under the authority of §§ 536.060, 621.045.3, and 621.110, RSMo.
Parr’s license is on probation. Parr’s license as a Podiatrist is hereby placed on PROBATION for a period of **ONE YEAR**. The period of probation shall constitute the “disciplinary period.” During the disciplinary period, Parr shall be entitled to practice as a Podiatrist under Chapter 330, RSMo, as amended, provided Parr adheres to all the terms of this agreement.

**Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:

A. During the disciplinary period, Licensee shall comply with all provisions of Chapter 330, RSMo; all the regulations of the Board; and all federal and state laws. State here includes all states and territories of the United States.

B. 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.

C. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply, with all other Board requirements necessary to maintain Licensee’s license in a current and active state.
D. 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 Agreement.

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

F. Licensee shall submit written reports to the Board no later than April 1 and October 1 of each year of the disciplinary period on forms provided by the Board, stating truthfully whether there has been compliance with all the conditions of this Agreement. It is the Licensee's responsibility to see that the reports are submitted. Failure of the Board to provide the reporting forms shall not relieve the Licensee of the obligation to make the required reports.

G. In the event Licensee should leave Missouri to reside or practice podiatric medicine 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 commencement of any residence or practice outside this state, notify in writing the podiatry licensing authorities in the jurisdiction in which Licensee is residing or practicing 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. Licensee
shall continue to comply with these agreed terms of discipline while residing or practicing outside Missouri during the disciplinary period.

H. 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.

I. 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 Podiatric Medicine, Attention: Executive Director, P.O. Box 423, Jefferson City, Missouri 65102.

Upon the expiration of the disciplinary period, the license of Parr shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the Board determines that Parr has violated any term or condition of this Settlement Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Parr’s license.
No additional discipline shall be imposed by the Board pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the Board as a contested case in accordance with the provisions of Chapter 536, RSMo.

This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any future violations by Parr of Chapter 330, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the Board or may be discovered.

If any alleged violation of this Settlement 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. Parr agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement
Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

The parties to this Settlement Agreement understand that the Board will maintain this Settlement Agreement as an open record of the Board as required by Chapters 330, 610, and 620, RSMo, as amended. Dr. Parr may submit additional information regarding matters not referred to in this agreement which will be incorporated into the Board’s investigative record. The Board’s investigative record will be maintained as a closed record and will not be available to the public except by authorization of Dr. Parr or by legal process as required under the terms of Section 324.001.8, RSMo.

Parr, together with his partners, shareholders, officers, director's, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Board, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties
acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

The Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Board. Upon the effective date of this Settlement Agreement, the Board will file documents to dismiss a proceeding pending before the Administrative Hearing Commission of Missouri under the title, Board of Podiatric Medicine v. Zackwrie S. Parr, No. 08-1847 CP.

**LICENSEE**

Zackwrie S. Parr
Date: 10/7/10

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