

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

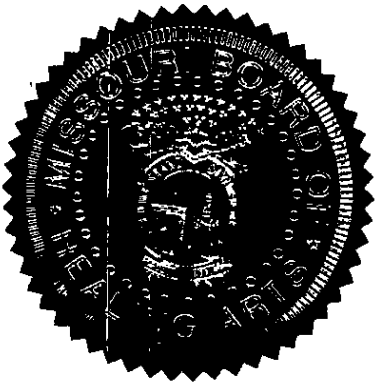
State Board of Registration)	
For the Healing Arts,)	
Petitioner)	
)	Case Number: 2001-000636
v.)	
)	
Donald W. Hinton, M.D.)	
Respondent)	

ORDER

It is hereby ordered that effective September 18, 2007 the agreement issued on September 18, 2002 upon Respondent's license to practice medicine and surgery, number 10440 is hereby terminated.

Tina Steinman
Tina Steinman
Executive Director

September 20, 2007
Date



STATE BOARD OF REGISTRATION)
FOR THE HEALING ARTS,)
)
Board,)
)
v.)
)
DONALD W. HINTON, M.D.)
)
Licensee.)

Case No. 2001-000636

SETTLEMENT AGREEMENT

Comes now Donald W. Hinton, 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 Donald W. Hinton'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.

1. 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. 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 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. 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.

6. 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. Respondent is licensed by the Board as a physician and surgeon, license number 104400. This license was first issued on August 19, 1993 and is current and active and was so at all times relevant herein.

3. Respondent, from his practice in Kansas City, Missouri, was treating patient L.S., who lived in North Carolina.

4. Between August 1997 and November 2000, Respondent prescribed over 34,000 units of drugs containing hydrocodone, a schedule 3 controlled substance, to L.S.

5. Respondent split these prescriptions of hydrocodone among eight separate pharmacies to hide his excessive prescribing of hydrocodone to L.S.

6. Respondent's excessive prescriptions amounted to between 900 and 1,000 units of hydrocodone per month.

7. Respondent did not perform a medical exam on L.S. before prescribing this hydrocodone.

8. Respondent failed to contact L.S.'s prior physicians to request her prior medical records for his review.

9. Respondent only relied on discussions with L.S. in order to prescribe hydrocodone for her.

10. Respondent failed to keep proper records of his prescriptions to L.S.; Respondent's patient chart for L.S. was short by 7,000 units of hydrocodone.

11. Respondent's improper and excessive prescriptions of hydrocodone for L.S. did nothing to improve her physical condition.

12. Respondent's improper and excessive prescriptions of hydrocodone for L.S. led to L.S.'s continued dependence on this drug.

13. Respondent's improper and excessive prescriptions of hydrocodone endangered L.S.'s health.

14. Respondent's improper and excessive prescriptions of hydrocodone for L.S. were not for therapeutic purpose under the "Intractable Pain Treatment Act" Sections 334.105 to 334.107 RSMo.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Cause exists to discipline Respondent's license pursuant to §334.100.2(4)(h) and (5) RSMo, which state:

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:

(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;

II.

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 Section 621.110, RSMo. 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. 104400, issued to Licensee is hereby REPRIMANDED and placed on PROBATION for a period of five (5) years

(disciplinary period). During Licensee's probation, 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 Agreement.

2. During the disciplinary period, Licensee shall take and complete a course in prescribing which shall be submitted to the Board or its designee for prior approval. Licensee shall provide proof of attendance at the required course or program for the required period within thirty (30) days of completing this course or program.

3. 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.

4. 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.

5. 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.

6. 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.

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

8. 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 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 the commencement of any residence or practice outside this 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.

9. 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.

10. 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.

11. In the event the State Board of Registration for the Healing Arts 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.

12. 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 event the State Board of Registration for the Healing Arts 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 so, 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 period 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 it and is not bound by this Agreement in its election of remedies concerning that violation.

E. 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.

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

LICENSEE

BOARD

Donald W. Hinton, M.D. 9.9.02 Tina Steinman 9/18/02
date date date date

SHAFFER LOMBARDO SHURIN

JEREMIAH W. (JAY) NIXON
Attorney General

J. Michael Shaffer
J. Michael Shaffer
Attorney at Law
Missouri Bar No. 29440
4141 Pennsylvania
Kansas City, MO 64111
(816) 931-0500
(816) 931-5775 facsimile
Attorney for Licensee

William S. Vanderpool
William S. Vanderpool
Assistant Attorney General
Missouri Bar No. 54185
Broadway State Office Building
Post Office Box 899
Jefferson City, MO 65102
(573) 751-1444
(573) 751-5660 facsimile
Attorneys for Board

EFFECTIVE THIS 18 DAY OF September, 2002.