

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND JAMES W. WILLOUGHBY, II, D.O.**

Come now James W. Willoughby, II, 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 James W. Willoughby, II'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 that 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 the 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 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 324, 334, 610, 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 37014, which was first issued on August 21, 1991. Licensee's license is current, and was current and active at all times relevant herein.
8. On or about March 26, 2007, Licensee evaluated C.Z. C.Z. suffers from autism. His parent's requested that Licensee treat C.Z. with sequenced amino acid modulators (SAAM). Licensee then administered SAAM to C.Z.
9. Licensee ultimately treated two other patients with SAAM.
10. Licensee ordered the SAAM from a company through the mail.
11. Licensee did not know where or under what conditions the SAAM was manufactured. He did not and does not know if the factory was approved by the Food and Drug Administration or other oversight body.
12. Licensee did not know the exact contents of the substance he believed to be SAAM including whether it was sufficiently pure and/or whether it had been adulterated by dangerous substances.
13. Administering a substance obtained from an unknown source and without assurances it was safe is unethical and unprofessional. These substances might have harmed the patient.
14. The above constitutes cause to discipline Licensee's license pursuant to §334.100.2(4) and (5) RSMo (2009).

II. JOINT CONCLUSIONS OF LAW

15. Cause exists to discipline Licensee's license pursuant to §334.100.2(4) and (5) RSMo (2009) 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:

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(4) . . . [U]nethical 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:

* * * * *

(5) Any conduct or practice which . . . might be harmful or dangerous to the mental or physical health of a patient or the public.
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16. The Licensee's conduct, as established by the foregoing facts, falls within the intendments of §334.100.2 RSMo.

17. 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 (2009). 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:

18. License number 37014, issued by the Board to the Licensee, is hereby PUBLICLY REPRIMANDED.

19. If the Licensee is licensed in other jurisdictions, then he shall notify, in writing, the physician 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.

20. The Licensee shall notify, within fifteen (15) 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. The Licensee shall notify any 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 an employer, does not have privileges or does not practice 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.

21. 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.

22. 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.

23. 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

James W. Willoughby, II, D.O. 5/16/12 Tina Steinman 5/22/12
Date Date Executive Director Date

Attorney for Licensee 5/17/2012 Sarah Schappe 5/21/2012
Date Date General Counsel, MO Bar No. 52011
Missouri Bar No. 19994

EFFECTIVE THIS 20 DAY OF May, 2012.