

THE SOUTH DAKOTA STATE BOARD OF MEDICAL AND OSTEOPATHIC EXAMINERS

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IN THE MATTER OF THE CANCELLATION,
REVOCATION OR SUSPENSION OF SOUTH
DAKOTA STATE BOARD OF MEDICAL AND
OSTEOPATHIC EXAMINERS LICENSE #2477
ISSUED TO JOHN KNECHT, M.D.

STIPULATION ON
AGREED DISPOSITION

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This Stipulation, made and entered into by the South Dakota State Board of Medical and Osteopathic Examiners, hereinafter referred to as Board, by and through its duly appointed Investigative Committee consisting of James R. Reynolds, M.D., Robert Johnson and Charvin Dixon, and licensee John Knecht, M.D., WITNESSETH:

WHEREAS, the above named John Knecht, M.D., is duly licensed by the South Dakota State Board of Medical and Osteopathic Examiners, and

WHEREAS, the Board is in receipt of certain information which, if true, would constitute unprofessional conduct in violation of SDCL 36-4-30, and would constitute grounds for the cancellation, revocation or suspension of license #2477 issued to John Knecht, M.D., and

WHEREAS, John Knecht, M.D., has informally met with the above committee pursuant to SDCL 1-26-29, in order to permit him an opportunity to show compliance with all lawful requirements for retention of his license, and

WHEREAS, the Board is permitted pursuant to SDCL 1-26-20 to informally settle contested cases of this nature;

NOW, THEREFORE, based upon the foregoing, the parties stipulate and agree as follows:

1. That John Knecht, M.D., waives any and all rights, administrative and judicial, that he may enjoy pursuant to SDCL 1-26 or SDCL 36-4.
2. That the South Dakota State Board of Medical and Osteopathic Examiners license #2477 issued to John Knecht, M.D., shall be suspended until two (2) years following receipt by John Knecht, M.D., of federal and state unrestricted controlled substances licenses.
3. That the license suspension of license #2477 issued to John Knecht, M.D., shall be stayed for a period of probation ending two (2) years following receipt by John Knecht, M.D., of reinstatement of unrestricted federal and state controlled substance licenses.
4. That during the probationary term contemplated by this Agreement John Knecht, M.D., shall abide by and comply with all of the following terms and conditions:
 - A. That John Knecht, M.D., shall comply with all laws applicable and relating to the practice of medicine as set forth in SDCL 36-4 as well as all rules and regulations pertaining to such practice in South Dakota.
 - B. That during the above described period of probation, the controlled drug prescriptions and records associated therewith of John Knecht, M.D., shall be monitored by a physician(s) and other professionals approved by the Board as necessary

to assure the appropriateness of the prescriptions of John Knecht, M.D., and that the prescriptions of John Knecht, M.D., meet the expected standard of care.

- C. That during the above described period of probation, John Knecht, M.D., shall permit the Board, its authorized agents or monitors to have free access to all records relating to medical services provided by him to patients and answer questions and disclose information thereon as requested by the Board, its authorized agents or monitors.
 - D. That John Knecht, M.D., shall make every effort to assure that no false or untrue information is entered into the record of any patient under his care.
 - E. That John Knecht, M.D., is required to comply with and cooperate with requests from the Board, its authorized agents or monitors.
 - F. That John Knecht, M.D., shall make appearances annually, and/or upon request, before the Board. John Knecht, M.D., shall be given reasonable notice of the date, time and place for the appearance.
5. In the event that any conduct of John Knecht, M.D., during the probationary period contemplated by this Agreement, violates the provisions set forth in this Agreement, the

Board may summarily enforce the suspension of license #2477 issued to John Knecht, M.D.

6. That in the event John Knecht, M.D., leaves South Dakota to reside or practice outside the state, John Knecht, M.D., shall notify the South Dakota State Board of Medical and Osteopathic Examiners in writing of all changes of address as well as the dates of departure and return. Periods of residence or practice outside South Dakota shall not apply to the duration of the informal settlement of the above entitled matter.
7. That this Agreement for the disposition of the above entitled contested case is a matter of public record and the obligations of the Board with respect thereto shall be governed by the laws of South Dakota and current Board policy.
8. That all parties hereto recognize that Board representatives who have engaged in discussions relative to an agreed disposition of this matter can only make recommendations to the South Dakota State Board of Medical and Osteopathic Examiners, which recommendation can in no way be considered as binding upon the full membership of the Board who would ultimately decide the pending contested case, and this Agreement is subject to acceptance by the full membership of the Board.
9. It is further agreed that in the event this Agreement is not accepted by the membership of the South Dakota State Board of Medical and Osteopathic Examiners, such agreed disposition shall not in any manner be considered as binding

upon John Knecht, M.D., and in such case, the above entitled matter would proceed to a contested case hearing with no inferences or presumptions being drawn by reason of this Agreement entered into and that such Agreement shall in no way prejudice or be considered by the Board upon a contested case hearing or decision thereon.


10. That John Knecht, M.D., understands that he has the right and has been afforded the opportunity to have this Agreement reviewed by his attorneys, and that in the event he chooses to execute this document without taking the opportunity to avail himself of this right such failure shall be deemed to be a waiver of such right.
11. That John Knecht, M.D., specifically waives any claim that any disclosures made to the full membership of the Board for the purposes of the consideration of this Agreement have prejudiced his rights to a fair and impartial hearing in the event this Agreement is not accepted by the full Board and if further proceedings ensue.
12. John Knecht, M.D., further agrees that there have been no inducements, threats or promises made in order to obtain his entry into this Agreement.
13. That the charges on file with the Board shall remain a part of the Board's file relative to the licensure of John Knecht, M.D., and are not, in any manner, waived upon any future matters relating to the right of John Knecht, M.D., to practice medicine in South Dakota, or upon any application for licensure in another state by reciprocity, and nor is such information waived upon any future

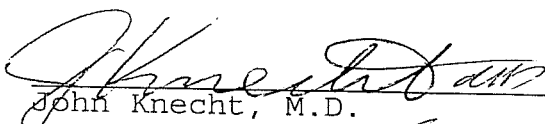
application of John Knecht, M.D., for South Dakota licensure.

14. Upon full compliance with the terms and conditions set forth in this Agreement and upon expiration of the required probationary period, license #2477 issued to John Knecht, M.D., shall be restored to its unrestricted status and be free of all terms of probation.
15. That the parties further agree that all statements contained herein are based upon the facts known to the Board on the date of execution of this Agreement.

Dated this 2nd day of June, 1998.

The South Dakota State Board
of Medical and Osteopathic
Examiners

By 
Robert D. Johnson
Executive Secretary


John Knecht, M.D.


Attorney for John Knecht, M.D.