
SETTLEMENT AGREEMENT

BETWEEN MISSOURI DENTAL BOARD AND

RENATO J. AVES. D.D.S.

RECEIVED

AUG 30 2010

MISSOURI DENTAL BOARD

Comes now Renato J. Aves. D.D.S. ("Licensee or Dr. Aves") and the Missouri Dental Board ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license to practice dentistry will be subject to additional discipline.

Pursuant to the terms of § 324.042. RSMo. the parties hereto waive the right to a hearing by the Missouri Dental Board regarding whether there is cause to impose additional discipline on Licensee's license.

Licensee 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 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 at the hearing; the right to a decision upon the record concerning the charges pending against him and, subsequently, the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Licensee 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.

Licensee acknowledges that he has received a copy of the probation violation complaint and other documents relied upon by the Board in determining there was cause to impose additional discipline on his license, along with citations to the terms and conditions and the law and/or regulations the Board believes was violated.

For the purpose of settling this dispute. Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee's license, numbered 016085 is subject to additional disciplinary action by the Board in accordance with the provisions of Chapter 324, as amended and Chapter 332, RSMo.

JOINT STIPULATION OF FACTS AND CONCLUSIONS OF LAW

1. Petitioner, the Missouri Dental Board ("Board") is an agency of the State of Missouri created and established pursuant to Section 332.021, RSMo for the purpose of executing and enforcing the provisions of Chapter 332, RSMo.

2. Respondent, Renato Aves, D.D.S, ("Dr. Aves") holds dentist license number 016085 issued by the Board. This license was current and active at all times relevant.

3. On or about December 5, 2006, Dr. Aves and the Board entered into a "Settlement Agreement Between Missouri Dental Board and Renato Aves, D.D.S." (the "Settlement Agreement").

4. The Settlement Agreement went into effect, by its own terms, on December 5, 2006.

5. The Settlement Agreement placed Dr. Aves' dentist license on probation for 5 years, subject to certain terms and conditions.

6. Pursuant to the Settlement Agreement, Dr. Aves was required to complete the University of Missouri-Kansas City's Ethics Course on or before December 5, 2007.

7. Pursuant to the Settlement Agreement, Dr. Aves was required to take and pass the Board's jurisprudence exam on or before December 5, 2007.

8. Dr. Aves left the state of Missouri in March 2007 and became a resident of the state of Florida. He has not lived or practiced dentistry in the state of Missouri since 2007.

9. Dr. Aves failed to take and pass the Board's jurisprudence examination and failed

to complete the Ethics Course on or before December 5, 2007 in violation of the terms and conditions of the Settlement Agreement.

10. The December 5, 2006 Settlement Agreement also required Dr. Aves abstain from the use or consumption of alcohol.

11. On or about June 21, 2007, Dr. Aves pled guilty to Driving While Intoxicated - Alcohol.

12. Dr. Aves conduct as alleged herein constitutes a violation of the terms and conditions of his probation.

13. Dr. Aves successfully completed in-patient treatment for chemical dependency in 2007. Dr. Aves then became licensed as a dentist in Florida on or about September 2007, on probation, and returned to practicing dentistry in January 2008. He attained general anesthesia privileges in Florida on or about June 23, 2008. Dr. Aves has been successfully practicing in the state of Florida without incident from 2007 to the present.

14. The probation violation gives cause for the Board to impose further Discipline upon Licensee's dental license pursuant to the Settlement Agreement which authorizes the Board to order such further or additional discipline as the Board deems appropriate if Dr. Aves violates any term or condition of his probation.

15. Jurisdiction and venue are proper pursuant to Section 332.055, RSMo.

16. There is cause to impose further discipline on the dentist license held by Dr. Aves due to violations of the December 5, 2006 Settlement Agreement.

JOINT AGREED DISCIPLINARY ORDER

Based upon 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 § 324.042, as amended.

The terms of discipline shall include that Licensee's dental license numbered 016085 is hereby **PUBLICLY CENSURED**.

I. REQUIREMENTS REGARDING LICENSURE

A. Licensee, who is a Florida resident and who has no plans to return to the state of Missouri to either reside or practice, shall voluntarily allow his Missouri Dentist License to lapse and expire in November 2010. Because he is a Florida resident with no intention of returning, Licensee shall not take any action to reinstate or reapply for licensure in the state of Missouri.

1. The parties to this Agreement understand that the Missouri Dental Board will maintain this Agreement as an open record of the Board as provided in Chapters 324, 332, 610, RSMo.

2. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided 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.

3. Licensee, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective 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 attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo. or any claim arising under 42 U.S.C. § 1983. which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

LICENSEE



RENATO J. AVES, D.D.S.

7/30/10

Date

BOARD



BRIAN BARNETT
Executive Director
Missouri Dental Board

8/31/10

Date

AUDREY HANSON MCINTOSH
Attorney at Law
612 East Capitol Avenue
Jefferson City, MO 65101
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ATTORNEY FOR DR. AVES

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ATTORNEY FOR THE BOARD

RENATO AVES, D.D.S.

DISCIPLINE:

**5 YEARS PROBATION
Effective 12/5/06 to 12/5/011**

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND RENATO AVES, D.D.S.**

Come now Renato Aves D.D.S. ("Licensee") and the Missouri Dental Board ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license as a dentist will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo 2000, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's license, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo 2000.

Licensee 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 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 at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Licensee 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.

Licensee acknowledges that he has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline his license, along with citations to law and/or regulations the Board believes was violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee's license, numbered 011104, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621, Cum. Supp. 2005 and Chapter 332, RSMo.

Joint Stipulation of Fact and Conclusions of Law

1. The Missouri Dental Board ("Board") is an agency of the State of Missouri created and established pursuant to § 332.021, RSMo 2000, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee Renato Aves, D.D.S. is licensed by the Board as a dentist, License No. 016085. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. On or about May 10, 2006, Licensee tested positive for cocaine and amphetamines while in the office treating patients.

4. On or about May 10, 2006, admitted using cocaine over a prior two year period.

5. On or about May 10, 2006, the Bureau of Narcotics and Dangerous Drugs conducted an inspection of Licensee's office and found violations of controlled substance laws as outlined in the report of said inspection that is attached hereto as Exhibit 1 and made a part hereof by reference.

7. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(5), (13), (15), and (20) RSMo, which states in pertinent part:

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 permit or license required by this chapter or any person who has failed to renew or has surrendered his or her permit or license for any one or any combination of the following causes:

. . . .

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

. . .

(13) Violation of any professional trust or confidence;

....
(15) Violation of drug laws or rules and regulations of this state, any other state or the federal government;

....
(20) Being unable to practice as a dentist, specialist or hygienist with reasonable skill and safety to patients by reasons of professional incompetency, or because of illness, drunkenness, excessive use of drugs, narcotics chemicals, or as a result of any mental or physical condition.

Joint Agreed Disciplinary Order

Based upon 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 § 621.045.3, RSMo 2000:

1. The terms of discipline shall include that Licensee's dental license be 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 dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of this Settlement Agreement.

I. EDUCATIONAL REQUIREMENTS

A. Licensee shall take the continuing education course in ethics sponsored by the University of Missouri-Kansas City or its equivalent. This continuing education shall be in addition to the continuing education required by law for licensure renewal by the Board. This course must be taken within the first twelve (12) months of Licensee's disciplinary period. Licensee shall provide the Board with proof of attendance from the sponsor of the program no later than thirty (30) days after attending the course. Failure to obtain the required additional continuing education hours and/or submit the required documentation to the Board will result in a violation of the terms of discipline.

B. Licensee shall take and pass the Board's designated jurisprudence examination within six (6) months of the start of the disciplinary period. Licensee shall contact the Board office to request a current law packet and permission to sit for the jurisprudence examination no less than thirty (30) days prior to the date he desires to take the examination. Licensee shall submit the required re-examination fee to the Board prior to taking the examination. Failure to take and pass the examination during the disciplinary period shall constitute a violation of this Order.

II. GENERAL REQUIREMENTS

A. Licensee shall meet with the Board or its representatives at such times and places as required by the Board after notification of a required meeting.

B. Licensee shall submit reports to the Missouri Dental Board, P.O. Box 1367, Jefferson City, Missouri 65102, stating truthfully whether he has complied with all the terms and conditions of this Settlement Agreement by no later

than January 1 and July 1 during each year of the disciplinary period.

- C. Licensee shall keep the Board apprised of his current home and work addresses and telephone numbers. Licensee shall inform the Board within ten days of any change of home or work address and home or work telephone number.
- D. Licensee shall comply with all provisions of the Dental Practice Act, Chapter 332, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.
- E. 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.
- F. If at any time during the disciplinary period, Licensee removes himself from the state of Missouri, ceases to be currently licensed under the provisions of Chapter 332, or fails to advise the Board of her current place of business and residence, the time of his absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 332.321.6, RSMo.
- G. 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 Settlement Agreement.
- H. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation)
- I. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 332, RSMo, by Licensee not specifically mentioned in this document.

III. WELLBEING REQUIREMENTS

- A. Licensee shall join and participate in the Missouri Dental Well Being Program under the auspices of the Missouri Well Being Committee ("Committee") within ten (10) days of this Agreement, Licensee shall cause the Committee to send written notification to the Missouri Dental Board, P.O. Box 1367, Jefferson City, Missouri 65102, confirming that Licensee has joined the program. Licensee shall also direct the Committee to forward an evaluation report to the Board detailing the treating professional's findings, specification of DSM IV diagnosis/es, prognosis and treatment recommendations within fifteen (15) days of completing the evaluation. The report received by the Board from Healthcare Connections of Tampa shall satisfy the report requirement. Licensee shall follow all recommendations for treatment or aftercare made by the treating professional. Licensee shall show this Agreement to all treating professionals.
- B. Licensee shall begin psychiatric treatment with Dr. David Sternberg or other psychiatrist approved by the Board and shall cause said psychiatrist to submit

reports to the Board in accordance with paragraph F herein.

- C. Licensee shall begin individual therapy with Catherine Keenan, Ph D. or other counselor approved by the Board and shall cause said counselor to submit reports to the Board in accordance with paragraph F herein.
- D. Licensee shall enroll in and participate in an aftercare program immediately subsequent to the in-patient treatment program that includes, but is not limited to group meetings with other recovering health care providers. Licensee shall attend and participate in group meetings with other recovering health care providers as the Committee deems appropriate. Licensee shall obtain documentation of attendance at each meeting of the group of recovering health care providers. Said proof of attendance shall include documentation of the date, time and place of each meeting and a signature of the group facilitator verifying attendance. Licensee shall submit or cause to be submitted proof of attendance to the Board on or before January 1, April 1, July 1 and October 1 during each year of the disciplinary period.
- E. Licensee shall execute a medical release or other appropriate release that shall remain in effect for the entire period covered by this Order authorizing the Board to obtain records of Licensee's treatment from all healthcare professionals. Licensee shall not take any action to cancel this release. Licensee shall take any and all steps necessary to continue the release in effect and shall provide a new release when requested.
- F. Licensee shall cause a letter of ongoing treatment evaluation from each treating professional to be submitted to the Board by January 1, April 1, July 1 and October 1 during each year of the disciplinary period beginning the effective date of this Order.
 - (a) The letter shall include an evaluation of Licensee's current progress and status related to the treatment recommendations/plan and Licensee's current prognosis and treatment recommendations/plan.
 - (b) The letter shall be sent by the treating professional and/or the Committee addressed to: Missouri Dental Board, P.O. Box 1367, Jefferson City, Missouri 65102.
- G. If the treatment of Licensee is successfully completed at any time during the period covered by this Agreement, Licensee shall cause the treating professional and/or the Committee to submit a letter of final evaluation/summary that includes a statement that Licensee has successfully completed treatment and indicates whether Licensee should continue a 12-step program. If continuance in a 12-step program is recommended, Licensee shall comply with terms of documentation as outlined in paragraph F herein.
- H. Licensee shall attend and Licensee shall submit evidence of recommended attendance at Alcoholics Anonymous, Narcotics Anonymous, or other support groups meetings to the Board by January 1, April 1, July 1 and October 1 during each year of the disciplinary period beginning the effective date of this Order. The documentation shall include the date, time, and place of the meeting and shall bear a signature or abbreviated signature of another person verifying attendance.
- I. Licensee shall not practice dentistry until he provides written proof from Dr. David Sternberg and Catherine Keenan, Ph D. that Licensee is a patient of record in

good standing and has attended an initial appointment with each of these healthcare professionals and each healthcare professional has provided the Board with a report outlining treatment recommendations for Licensee and recommended practice restrictions and Licensee contracts with the Well Being Program.

- J. Licensee shall only work forty (40) hours each week unless otherwise recommended by his treating healthcare professionals.
- K. *During the disciplinary period, Licensee shall abstain completely from the use or consumption of alcohol. The presence of any alcohol whatsoever in a biological fluid sample shall constitute a violation of Licensee's discipline.*
- L. *During the disciplinary period, Licensee shall abstain completely from the personal use or possession of any controlled substance or other drug for which a prescription is required unless that use of the drug has been prescribed by a person licensed to prescribe such drug and with whom Licensee has a bona fide relationship as a patient. Licensee shall forward to the Board written documentation of any such prescription within ten (10) days of issuance of the prescription specifying the medication prescribed, dosage prescribed and the condition for which the substance was prescribed. Upon request, Licensee shall execute a medical release authorizing the Board to access all records pertaining to Licensee's condition, treatment and prescription maintained by the health care professional that prescribed the controlled substance. The presence of any controlled substance whatsoever in a biological fluid sample for which Licensee does not hold a valid prescription or for a prescription that Licensee has not forwarded documentation to the Board as required herein shall constitute a violation of Licensee's discipline.*
- M. Licensee shall inform any professional preparing a prescription for Licensee that Licensee is chemically dependent.
- N. *During the disciplinary period, Licensee shall, at Licensee's costs, submit to biological fluid and/or hair follicle testing as required by the Board. Licensee shall, upon demand and without delay, allow the Board's designated representative to obtain witnessed biological fluid samples and shall cooperate fully and completely with the Board's designated representative in providing such samples. The presence of any controlled substance whatsoever in a biological fluid sample for which Licensee does not hold a valid prescription shall constitute a violation of Licensee's discipline.*

III. ADDITIONAL REQUIREMENTS

- A. Licensee shall not allow his license to lapse.
- B. The terms of discipline apply even if Licensee places his license on inactive status.
- C. Licensee shall notify, within 15 days of the effective date of this Settlement 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.

2. The parties to this Agreement understand that the Missouri Dental Board will maintain this Agreement as an open record of the Board as provided in Chapters 332, 610, 620, RSMo.

3. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided 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.

4. Licensee, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective 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 attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

**LICENSEE AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE LINE
REQUESTS**

RS

DOES NOT REQUEST

THE ADMINISTRATIVE HEARING COMMISSION TO DETERMINE IF THE FACTS SET FORTH HEREIN ARE GROUNDS FOR DISCIPLINING LICENSEE'S LICENSE AS A DENTIST.

If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

If Licensee has not requested review by the Administrative Hearing Commission, the agreement goes in to effect 15 days after the document is signed by the Executive

Director.

LICENSEE

BOARD

Renato Aves 11/14/06
Sharlene Rimiller

Renato Aves, D.D.S.

Sharlene Rimiller
Executive Director
Missouri Dental Board

Date _____
Date 11-20-06

Nanci R. Wisdom, L.C.
P.O. Box 983
107 West Fourth Street
Salem, MO 65560
(573) 729-8630
(573) 729-8640 fax

By: [Signature]
Nanci R. Wisdom #39359
Attorney for Missouri Dental Board

Date: 11-17-06