

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD  
AND PAUL T. BLES, D.M.D.**

Come now Paul T. Bles, D.M.D. ("Licensee") and the Missouri Dental Board ("Board") and enter into this settlement agreement ("Board 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<sup>1</sup>, 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 the Board 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 the Board Settlement Agreement are true and stipulates with the Board that Licensee's license, numbered 011889 is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621, Cum. Supp. 2010 and Chapter 332, RSMo.

Joint Stipulation of Fact and Conclusions of Law

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<sup>1</sup> Unless otherwise noted, all references to RSMo are to RSMo 2000.



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 Paul T. Bles, D.M.D. is licensed by the Board as a dentist, License No. 011889. Licensee's Missouri license was active and current at all relevant times.

3. On or about September 14, 2010, the Board received a telephone call from Drug Enforcement Administration (DEA) Diversion Investigator (DI) Carrie Hamilton. DI Hamilton stated that she received a call from a pharmacist at Dierberg's Pharmacy in St. Louis, Missouri who stated that one of Licensee's employees, D.N., had been calling in prescriptions for hydrocodone for herself and her husband, M.N., using Licensee's DEA registration number. DI Hamilton stated that it had been going on every month since January 2010 and when the pharmacist contacted Licensee, Licensee stated it was "okay." As a result of the telephone call, the Board initiated a complaint and investigation of the allegations.

4. As part of the investigation, on September 14, 2010, the Board received a copy of Dierberg's pharmacy's controlled substance audit for D.N. and M.N. from DI Hamilton. The controlled substance audit for D.N. showed that D.N. received 630 tablets of Hydrocodone/Acetaminophen 5-325 and 30 tablets of Oxycodone/Acetaminophen 5-325 from Licensee between January 19, 2010 and August 5, 2010. According to the controlled substance audit, M.N. received 1090 tablets of Hydrocodone/Acetaminophen 5-325 and 122 tablets of Hydrocodone/Acetaminophen 5-500mg from Licensee between August 13, 2009 and September 12, 2010.

5. Based on the information received from DI Hamilton, the Board conducted a sweep of local pharmacies to review controlled substances Licensee authorized between July 1, 2009 and September 15, 2010. According to the profiles returned, Licensee authorized: Acetaminophen/Codeine 300-30 mg, Hydrocodone/Acetaminophen 5-325 mg, Hydrocodone/Acetaminophen 5-500 mg, Hydrocodone/Acetaminophen 7.5-750 mg, Nuvigil 150 mg, Oxycodone/Acetaminophen 5-325 mg and Propoxyphene-N/Acetaminophen 100-650mg.

6. As part of the Board's investigation, Board Investigator Joseph Sears and DI Hamilton travelled to Licensee's practice on October 19, 2010. Licensee confirmed that he is the only dentist in the practice, the practice is one of general dentistry, he employed an office manager, D.N., the recipient of controlled substances in the Board's investigation, and two dental assistants, Kim Verselsky and Cheri Throop. Both assistants were certified dental assistants (CDA) but not expanded function dental assistants. Licensee stated



D.N. had been the office manager and receptionist for ten years. He stated that CDA Verselsky is D.N.'s sister and had been employed by Licensee for 25 years. He stated he previously employed J.G., the mother of D.N. and Verselsky for 15 years. He stated M.N., D.M.'s wife was only a patient of the practice.

7. During the October 19, 2010 visit, Licensee also confirmed that his office does not stock controlled substances. He stated that he normally prescribes no more than 20 Tylenol #3 for patients who had undergone painful dental procedures. He stated in some circumstances he would prescribe more than 20 tablets of Tylenol #3 or he will prescribe Vicodin. With regard to how controlled substances were documented in the patient's chart, Licensee stated the employees charted all phone prescriptions and would photocopy written prescriptions he authorized. He also stated the office procedure was for him to authorize the prescription and staff would document the prescription.

8. During the October 19, 2010 visit, with regard to D.N., Licensee stated D.N. suffers from pancreatitis and back pain for which she sees a medical doctor. He stated that on a few rare occasions, he authorized D.N. to phone in her own prescriptions for antibiotics and "ten to twenty" tablets of pain medication to "tide her over" until she could be seen by her primary care physician. He stated she was supposed to have entered each prescription he authorized for her in her chart. He estimated he authorized no more than five pain prescriptions for D.N. outside the scope of dentistry. He stated he did this for D.N. as a friend to her and that "as a friend," he would "cross the line." DI Hamilton played a recorded message for Licensee of a female individual who requested a prescription for D.N. At the beginning of the call, the caller identified herself as Kim Verselsky. At the end of the call, the caller identified herself as D. After hearing the recording, Licensee confirmed the caller as D.N. He stated he did receive a call from Dierberg's Pharmacy, he returned the call and verified the prescription for D.N. because he trusted her.

9. During the October 19, 2010 visit, Investigator Sears asked Licensee if he had ever authorized controlled substances for his family members outside the scope of dentistry. He said he had never done so and said he had no excuse as to why he wrote the prescriptions for D.N. He confirmed he was aware it was an issue to write prescriptions outside the scope of dentistry.

10. During the October 19, 2010 visit, Investigator Sears met with D.N. in the presence of Licensee. D.N. confirmed she had worked for Licensee's practice for 11 years and her husband is M.N. She stated her children have never seen Licensee as patients. D.N. stated that with regard to the medications she received using Licensee's DEA number, the medications were related to her condition of pancreatitis "attacks." She



stated the "attacks" typically occur at night and that is why she keeps a supply of hydrocodone on hand in case she has an "attack." She admitted she did contact her medical doctors' after-hours line for anti-nausea medication but not pain medication. She stated she would use Licensee's DEA number for pain medications. She stated she began phoning in controlled substances for herself and her husband M.N. using Licensee's DEA number in 2009. She stated she used his number to avoid seeing her medical doctor. She stated she was familiar enough with her own condition to treat it and did not see any issue with calling it in for herself using Licensee's DEA number. She stated she did get authorization from Licensee to do so. Upon hearing D.N.'s statement regarding authorization, Licensee stated D.N. was vague when she made the request for authorization and he had no idea what she had truly been doing. DI Hamilton asked D.N. if she sold the medications. She stated she did not. She also stated, in answer to a question from DI Hamilton, that neither she nor her husband had any drug issues. She stated she obtained the controlled substances for her husband, M.N. after he originally underwent a root canal. She stated she continued to get him controlled substances using Licensee's DEA number because of his back pain. With regard to prescriptions for her children, D.N. stated that she phoned in a Vicodin prescription for herself using Licensee's DEA number but provided the medication to her children following wisdom tooth removal surgery. She stated the children's dentist prescribed Percocet but that did not fully relieve their pain. She stated the children's dentist denied her request for additional medication. She stated she obtained authorization from Licensee to do so. Upon hearing this, Licensee stated he gave authorization but did not realize it was for hydrocodone. He stated he usually prescribed Tylenol #3 in such cases. She stated she also used Licensee's DEA number to call in an antibiotic prescription for her sister as well as a "Z-pack" for her sister. She was not aware of whether she documented any of the prescriptions. DI Hamilton played the recorded phone message as detailed above in paragraph 8. D.N. confirmed the voice was hers and she was the one making the call. She stated she used her sister's name because it "looked better" but she got permission from her sister. She stated she did not see any issue with what she did. She continued to state that she did not feel there was a problem with what she had done even after DI Hamilton informed her of possible federal prosecution.

11. During the October 19, 2010 visit, Investigator Sears also spoke with dental assistant Kim Verlansky. Ms. Verlansky confirmed she is D.N.'s sister and Licensee's dental assistant. She stated she is a Certified Dental Assistant (CDA) and has been employed by Licensee for the last 25 years. She stated she confirmed she had sometimes called in prescriptions for Licensee for antibiotics and Tylenol #3 and that she



charted the prescriptions in the patient's record following the call. She stated she never called in prescriptions for Hydrocodone. With regard to D.N.'s prescriptions, she stated she did recall Licensee authorizing her sister to phone in prescriptions for herself for pain but she could only recall two occasions for which her sister had asked for and received prescription authorization from Licensee. She stated her sister does have pancreatitis, her brother-in-law back pain, and their children had wisdom teeth removed. She stated Licensee never authorized any pain medication for her. She stated she was not aware of any drug issues with her sister or her family. She identified the voice on the recording described in paragraph 8 above as D.N. She stated she knew D.N. used her (Verlansky's) name. Ms. Verlansky stated she has never called in a prescription for her family.

12. During the October 19, 2010 visit, Investigator Sears met a second time with Licensee. He stated that had he not been presented the evidence of what D.N. did, he would not believe it. He stated it was a "sad stupid situation." He stated he is very conservative when writing for pain and the events described cause him to let his profession down. He stated the issues were because of record keeping errors and his own "stupidity." He stated he would remove all of his prescription pads from his operatories and keep them in his office. He stated he would begin to phone in and document all controlled substance prescriptions in the future and would no longer write outside the scope of dentistry. He stated he wished he could help D.N. but thought he would terminate D.N. because it would be a better choice.

13. During the October 19, 2010 visit, Investigator Sears also collected several patient records from Licensee. The records were not kept in accordance with 19 CSR 30-1.048(2). The review of records revealed the following inconsistencies with 19 CSR 30-1.048:

- a. Patient record for patient A.H. does not contain the information required by 19 CSR 30-1.048(2) for a January 22, 2010 prescription for Oxycodone/Acetaminophen.
- b. Patient record for patient R.M. does not contain any of the information required by 19 CSR 30-1.048(2) for a February 21, 2010 prescription for Tylenol #3, a February 26, 2010 prescription for Tylenol #3, or the quantity information required by 19 CSR 30-1.048(2) for a July 23, 2010 prescription for Tylenol #3.
- c. Patient record for patient B.M. does not contain any of the information required by 19 CSR 30-1.048(2) for a January 17, 2010 prescription for Tylenol #3, a May 27, 2010 prescription for Tylenol #3, a June 1, prescription for Tylenol #3, a June 2, 2010 prescription for Tylenol #3 and does not contain the dosage form and quantity



information as required by 19 CSR 30-1.048 for a May 20, 2010 prescription for Tylenol #3.

- d. Patient record for patient D.N., Licensee's former employee, does not contain any of the information required by 19 CSR 30-1.048(2) for any of the following 17 prescriptions: Hydrocodone/Acetaminophen on January 19, 2010, February 4, 2010, February 17, 2010, March 8, 2010, March 22, 2010, April 3, 2010, April 12, 2010, April 26, 2010, May 7, 2010, May 17, 2010, May 26, 2010, June 2, 2010, June 10, 2010, June 11, 2010, July 5, 2010, August 5, 2010, and a July 30, 2010 prescription for Oxycodone/Acetaminophen.
- e. Patient record for patient M.N., D.N.'s husband, does not contain any of the information required by 19 CSR 30-1.048(2) for any of the following 35 prescriptions all for Hydrocodone/Acetaminophen: August 13, 2009, September 16, 2009, November 13, 2009, December 15, 2009, January 6, 2010, January 27, 2010, February 9, 2010, February 24, 2010, March 2, 2010, March 19, 2010, March 28, 2010, April 9, 2010, April 20, 2010, May 2, 2010, May 11, 2010, May 21, 2010, May 28, 2010, June 7, 2010, June 16, 2010, June 2, 2010, July 10, 2010, July 16, 2010, July 20, 2010, July 25, 2010, July 27, 2010, August 3, 2010, August 7, 2010, August 12, 2010, August 15, 2010, August 20, 2010, August 25, 2010, August 29, 2010, September 2, 2010, September 6, 2010 and September 9, 2010.
- f. Patient record for patient S.S. does not contain any of the information required by 19 CSR 30-1.048(2) for a July 31, 2009 prescription for Tylenol #3 and an August 2, 2009 prescription for Tylenol #3. It also does not contain a legible drug name or dosage form for Tylenol #3 prescriptions received on August 7, 2010 and February 2, 2010.
- g. Patient record for patient H.W. does not contain any of the information required by 19 CSR 30-1.048(2) for Tylenol #3 prescriptions received on October 6, 2009, October 12, 2009, April 14, 2010, April 22, 2010 and May 1, 2010.

14. The Board invited Licensee to attend its July 28, 2011 board meeting to discuss the investigation.

Licensee appeared at the July 28, 2011 meeting. During the appearance, Licensee read a letter he wrote regarding the situation. Licensee's letter stated he came before the Board with "great sadness and



embarrassment.” He affirmed all of his statements he made to Investigator Sears and DI Hamilton during the investigation. He stated that he “fully admit[ed] that on three separate occasions in 2010, I did, in fact, authorize my then office manager D.N. to phone in hydrocodone prescriptions for herself in an attempt to treat medical conditions outside the scope of dentistry.” He stated he also prescribed Percocet to D.N.’s child without treating him. He also admitted that some of his prescription records were not maintained in compliance with 19 CSR 30-1.048(2). He stated, with regard to the prescriptions he authorized D.N. to phone in on three occasions, he “let his guard down and made a huge mistake in authorizing those prescriptions.” He stated he ultimately hurt D.N. by unknowingly facilitating her continued use of narcotics. He also stated he likely hampered her doctors’ efforts to treat her medical conditions and damaged the reputation of the dental community by “clearly violating Missouri dental regulations that were put in place to prevent situations just like this from occurring.” He also stated he embarrassed himself, his family, his practice and the Board. He also stated he remembered receiving the call from Dierberg’s Pharmacy which led to the Board’s investigation. He stated he remembered the caller asking to confirm just one prescription for Vicodin for D.N. He stated he does not remember the caller mentioning anything about prescriptions for Hydrocodone throughout 2010. He stated the record keeping errors were due to his lack of oversight but that he is making every effort to ensure procedures are followed to be compliant with the requirements. He stated he does not keep prescription pads in the examination rooms, but keeps them locked in his office. He stated there was no excuse for his actions and reiterated bringing shame to himself, the dental profession and his family. He stated he would do whatever is needed to right the wrongs. He reiterated that he specifically authorized only three prescriptions for D.N. and learned of the number for D.N. and her husband during the investigation. He stated he authorized the three prescriptions for D.N. due to the close relationship he had with her, her mother, her sister and the rest of her family. He described the things he’d done to correct the issues including reviewing the master file related to prescriptions daily, employing his daughter-in-law in the office and personally calling in prescriptions for controlled substances. He also stated D.N. was convicted of a felony and received probation as a result of her actions.

15. Section 195.050.6, RSMo 2000 states:

Every person registered to manufacture, distribute or dispense controlled substances under section 195.005 to 195.425 shall keep records and inventories of all such drugs in conformance with the record keeping and inventory requirements of federal law, and in accordance with any additional regulations of the department of health and senior services.



16. Section 332.361, RSMo 2000 states:

1. Any duly registered and currently licensed dentist in Missouri may write, and any pharmacist in Missouri who is currently licensed under the provisions of chapter 338, RSMo, and any amendments thereto, may fill any prescription of a duly registered and currently licensed dentist in Missouri for any drug necessary or proper in the practice of dentistry, provided that no such prescription is in violation of either the Missouri or federal narcotic drug act.

2. Any duly registered and currently licensed dentist in Missouri may possess, have under his control, prescribe, administer, dispense, or distribute a "controlled substance" as that term is defined in section 195.010, RSMo, only to the extent that:

(1) The dentist possesses the requisite valid federal and state registration to distribute that class of controlled substance;

(2) The dentist prescribes, administers, dispenses, or distributes the controlled substance in the course of his professional practice of dentistry, and for no other reason;

(3) A bona fide dentist-patient relationship exists; and

(4) The dentist possesses, has under his control, prescribes, administers, dispenses, or distributes the controlled substance in accord with all pertinent requirements of the federal and Missouri narcotic drug and controlled substances acts, including the keeping of records and inventories when required therein.

17. Regulation 19 CSR 30-1.031(1) states:

All applicants and registrants shall provide effective controls and procedures to guard against theft and diversion of controlled substances. In order to determine whether a registrant has provided effective controls against diversion, the Department of Health shall use the security requirement set forth in 19 CSR 20-1.032- 19 CSR 30-1.034 as standards for the physical security controls and operating procedures necessary to prevent diversion. Substantial compliance with these standards may be deemed sufficient by the Department of Health after evaluation of the overall security system and needs of the applicant or registrant.

18. Regulation 19 CSR 30-1.048(2) states:

Each individual practitioner shall maintain a record of the date, full name and address of the patient, the drug name, strength, dosage form and quantity for all controlled substances prescribed or administered. This record may be maintained in the patient's medical record. When the controlled substance record is maintained in the patient's medical record and the practitioner is not the custodian of records, the practitioner shall make the controlled substance record available as required in 19 CSR 30-1.041 and 19 CSR 30-1.044.



19. Licensee's actions as described in paragraphs 3 through 14 above constitute violations of state drug laws as described in paragraphs 15, 17 and 18 above for which the Board has cause to discipline Licensee's license.

20. Licensee's actions as described in paragraph 3 through 14 above constitute violations of 332.361, RSMo for which the Board has cause to discipline Licensee's license.

21. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(6) and (15) 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:

...

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or any lawful rule or regulation adopted pursuant to this chapter;

...

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

#### 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: The terms of discipline shall include that the dental license, license number 011889, shall be placed on **PROBATION** for a period of two (2) 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 the Board Settlement Agreement.

#### I. EDUCATIONAL REQUIREMENTS

A. Licensee shall take and pass the Board's jurisprudence examination within the first twelve (12) months of Licensee's period of probation. 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 Licensee 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 first twelve (12) months of the disciplinary period shall constitute a violation of the Board Settlement Agreement.

## 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 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.
- C. 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.
- D. 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.
- E. If at any time during the disciplinary period, Licensee removes himself from the state of Missouri, ceases to be currently licensed under provisions of Chapter 332, or fails to advise the Board of his 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.
- F. 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 the Board Settlement Agreement.
- G. If Licensee fails to comply with the terms of the Board Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation).
- H. The Board 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. ADDITIONAL REQUIREMENTS

- A. Licensee shall not allow his license to lapse.
- B. Licensee shall notify, within 15 days of the effective date of the Board 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.



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

2. The terms of the Board Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither the Board 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 the Board Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Board Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems the Board Settlement Agreement or any portion thereof to be void or unenforceable.

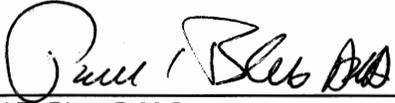
4. If no contested case has been filed against Licensee, Licensee has the right, either at the time the Board Settlement Agreement is signed by all parties or within fifteen days thereafter, to submit the Board Settlement Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the Board Settlement Agreement constitute grounds for denying or disciplining the license of the licensee. If Licensee desires the Administrative Hearing Commission to review the Board Settlement Agreement, Licensee may submit this request to: **Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.**

5. 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 act 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



Board Settlement Agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

**LICENSEE**



Paul T. Bles, D.M.D.

Date 9/14/11

**BOARD**



Brian Barnett,  
Executive Director  
Missouri Dental Board

Date 9/20/11

