

BEFORE THE MISSOURI DENTAL BOARD

MISSOURI DENTAL BOARD)	
)	
Petitioner,)	
)	
v.)	No. 2010-002987
)	2010-003022
)	
BRIAN K. COLLINS, D.D.S.)	
)	
Respondent.)	

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND DISCIPLINARY ORDER**

At its scheduled meeting on July 29, 2011, and pursuant to notice described in the Findings of Fact, the Missouri Dental Board (Board) took up the probation violation complaint alleging that Brian K. Collins, D.D.S. (Licensee) has failed to comply with the terms of his probation.

The Board appeared at the hearing through Attorney Tina Crow Halcomb, Attorney at Law. Licensee was present at the hearing but was not represented by counsel. Division of Professional Registration Legal Counsel Sarah Ledgerwood served as the Board’s legal advisor at the hearing, during deliberations, and in the preparation of this order.

Findings of Fact

1. The Board is an agency of the state of Missouri created and established pursuant to § 332.021, RSMo Cum. Supp. 2010, for the purpose of licensing all persons engaged in the practice of dentistry in this state. The Board has control and supervision of the licensed occupations and enforcement of the terms and provisions of Chapter 332, RSMo (as amended).

2. Licensee Brian K. Collins, D.D.S. holds dentist license number 015737 issued by the Board. Licensee's license was current and active at all relevant times. Licensee's license is currently on probation.

3. On or about October 19, 2007, Licensee and the Board entered into a Settlement Agreement (Settlement Agreement) which suspended Licensee's license for a period of thirty days followed by five years of probation (disciplinary period) for Licensee's failure to obtain continuing education hours, practicing in violation of the applicable standard of care and driving with excessive blood alcohol content.

4. During the probationary period, Licensee was entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided that Licensee adhered to all the terms and conditions of the Settlement Agreement.

5. The Settlement Agreement, page 17, paragraph D, required that Licensee 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.

6. The Settlement Agreement, pages 14, 15 and 16, required that Licensee not own or operate a solo or private dental practice, that he take a continuing education course in ethics, take and pass the Board's jurisprudence examination, that he take and complete 100 hours of continuing education programs, participate in the Dental Well-Being Committee and follow their recommendations, and that he completely abstain from use or possession of controlled substances or alcohol without a valid prescription.

7. On July 2, 2007, the Board received a complaint against Licensee filed by D.M. D.M. alleged that Licensee provided her poor fitting crowns, accidentally

destroyed her impressions, cancelled her appointments and went on medical leave without refunding her money to allow her to see another dentist.

8. On or about June 14, 2010, the Board received a copy of a Bureau of Narcotics and Dangerous Drugs (BNDD) investigation regarding Licensee. Licensee was on probation with BNDD and BNDD alleged that he violated his BNDD probation.

9. BNDD alleged that Licensee violated his probation by: conducting controlled drug activity without a valid BNDD registration, illegally distributing controlled drugs, failing to have adequate security to prevent drug diversion, failing to keep his drug registration current, failing to document “none” on prescriptions when no refills were ordered, failing to duplicate, serial number and file all prescriptions, failing to maintain a log or book of controlled substance prescriptions authorized by telephone, failing to implement any policies to staff to assist him in complying with his probation agreements, failing to provide training to staff or co-workers or obtain their signature for BNDD to document the staff or co-workers have received instructions from Licensee. BNDD treated each illegal prescription as a probation violation pursuant to Chapter 195, RSMo.

10. Upon receipt of the MNDD investigation, a Board inspector conducted a controlled substance audit in pharmacies local to Licensee’s office. The audit found that Licensee had unlawfully authorized the following prescriptions: APAP/Codeine 300 -30 mg tablets, APAP/Codeine 300-60 mg tablets, Hydrocodone/APAP 10-650 mg tablets, Hydrocodone/APAP 5-500 mg tablets, Hydrocodone/APAP 7.5-500 mg tablets, Hydrocodone/APAP 7.5-750 mg tablets, Hydrocodone/ibuprofen 7.5-200 mg tablets and Propoxyphene-N/APAP 100-650 mg tablets. Each of these controlled substances was

authorized by Licensee after his BNDD registration terminated as a result of his failure to report his address change.

11. Licensee failed to inform BNDD of a change of address. Licensee stated that was the basis of the probation violation with BNDD. Licensee also admitted that he did not meet any of the other requirements of his BNDD probation agreement. Licensee stated that the other failure of compliance with the BNDD agreement was because of his staff who he thought were responsible for the requirements because he failed to completely read the agreement with BNDD.

12. Licensee withdrew his initial application for a new BNDD registration and surrendered his Drug Enforcement Agency registration. Licensee stated he does not write prescriptions for controlled substance or authorize other dentists to do so for him.

13. During the Board inspector's last inspection on October 28, 2010, Licensee provided a drug screen which was negative for drugs and alcohol. Licensee was in compliance with his continuing education requirements. Licensee's second controlled substances audit revealed no additional prescribed controlled substances.

14. Licensee appeared at the probation violation hearing on July 29, 2011 and testified on his own behalf. Additionally, Rebecca Mowen, Administrator of the Dental Well-Being program and Licensee's employer Dr. J.W. Hildreth testified on Licensee's behalf.

Conclusions of Law

15. The Board has jurisdiction in this proceeding, pursuant to the Settlement Agreement to determine whether Licensee has violated the terms and conditions of the Settlement Agreement.

16. The Board also has jurisdiction pursuant to § 324.042, RSMo to determine whether Licensee has violated the terms and conditions of the Settlement Agreement.

Section 324.042 states, in pertinent part:

Any board, commission, or committee within the division of professional registration may impose additional discipline when it finds after hearing that a licensee, registrant, or permittee has violated any disciplinary terms previously imposed or agreed to pursuant to settlement. The board, commission, or committee may impose as additional discipline, any discipline it would be authorized to impose in an initial disciplinary hearing.

17. Licensee's conduct regarding patient D.M. is unbecoming of a dentist and supports a finding of violation of the Dental Practice Act, Section 332.321.2(5), RSMo, by incompetency, misconduct, misrepresentation or dishonesty in the performance of Licensee's ability to perform the functions or duties of a dentist and gives cause for the Board to impose further discipline upon Licensee's dental license pursuant to the Settlement Agreement and § 324.042, RSMo.

18. Licensee's conduct regarding patient D.M. violated the professional trust and confidence D.M. placed in Licensee to provide competent dental work and be forthright and upstanding in violation of § 332.321.2(13), RSMo and gives cause for the Board to impose further discipline upon Licensee's dental license pursuant to the Settlement Agreement and § 324.042, RSMo.

19. Licensee's violation of his BNDD probation as described in paragraphs 8 through 13 above gives cause for the Board to impose further discipline upon Licensee's dental license pursuant to the Settlement Agreement, page 17, paragraph D, and § 324.042, RSMo.

20. The Settlement Agreement and § 324.042 allow the Board to take such disciplinary action that the Board deems appropriate for failure to comply with the terms of the Settlement Agreement.

21. The Board has determined that this Order is necessary to ensure the protection of the public.

Decision and Order

It is the decision of the Board that Brian K. Collins, D.D.S. has violated the terms of the Settlement Agreement, and that his license is, therefore, subject to further disciplinary action.

The Board orders that the dental license of Brian K. Collins, D.D.S., license number 015737, shall be SUSPENDED for a period of thirty (30) days. During the thirty day suspension, the probation on Licensee's license issued in the Settlement Agreement shall be stayed. Upon completion of the thirty day suspension, Licensee's license shall then immediately be placed on PROBATION for a period to continue through January 12, 2013. During the aforementioned probation, Licensee shall be entitled to practice as a licensed dentist subject to the following terms and conditions.

I. EMPLOYMENT RESTRICTIONS

A. During the disciplinary period, Licensee shall not own or operate a solo or private dental practice. Licensee shall only practice dentistry as an employee and shall not be involved in the billing, bookkeeping, or management of a dental practice. This provision does not prohibit Licensee from providing contract dental services.

II. REQUIREMENTS REGARDING THE MISSOURI DENTAL WELL-BEING COMMITTEE

A. During the disciplinary period, Licensee shall continue to participate in the Missouri Dental Well-Being Committee (Committee) and continue to follow all recommendations for treatment or aftercare made by the treating

professional and/or Committee which Licensee received upon enrolling in the program pursuant to the Settlement and/or which Licensee may receive during the disciplinary period.

- B. If Licensee has not already done so pursuant to the Settlement Agreement, Licensee shall execute a medical release or other appropriate release that shall remain in effect for the entire disciplinary period authorizing the Board to obtain records of Licensee's treatment for chemical dependency. 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.
- C. Licensee shall cause a letter of ongoing treatment evaluation from the treating professional to be submitted to the Board by January 1 and July 1 during each year of the disciplinary period beginning the effective date of this disciplinary agreement.
 - (1) 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.
 - (2) The letter shall be sent by the treating professional and/or the Committee addressed to: Missouri Dental Board, P.O. Box 1367, Jefferson City, MO 65102.
- D. If the treatment of Licensee is successfully completed at any time during the disciplinary period, 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 in a 12-step program. If continuance in a 12-step program is recommended, Licensee shall comply with terms of documentation as outlines in paragraph E below.
- E. If attendance is recommended, Licensee shall submit evidence of weekly (or as recommended) attendance at Alcoholics Anonymous, Narcotics Anonymous, or other support group meetings to the Board by January 1 and July 1 during each year of the disciplinary period beginning the effective date of this disciplinary agreement. 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.
- F. 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 authorized the prescription.

- G. 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.
- H. During the disciplinary period, Licensee shall, at Licensee's expense, submit to drug screens as required by the Board. Licensee shall, upon demand and without delay, provide a biological sample to the Board's designated representative, including allowing 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, alcohol, or any drug whatsoever in a drug screen, for which Licensee does not hold a valid prescription, shall constitute a violation of this Order.

III. 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 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.
- 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.

IV. ADDITIONAL REQUIREMENTS

- A. Licensee shall not allow his license to lapse.
- B. 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.
- C. Licensee shall perform fifty (50) hours of dental treatment without pay as and for community service work at the Joplin Community Clinic dental facility or "The Kitchen" dental clinic in Springfield, MO within the first six (6) months of probation following the period of suspension. Licensee shall provide the Board written documentation confirming the completion of the fifty hours of community service. Licensee shall not receive any form of compensation for any dental services provided in satisfying this requirement.

This Order will be maintained as an open record of the Board as provided in

Chapters 332, 610, 324, RSMo.

SO ORDERED this 15th day of August 2011.

MISSOURI DENTAL BOARD

A handwritten signature in cursive script, appearing to read "Brian Barnett", written over a horizontal line.

**Brian Barnett,
Executive Director**

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND BRIAN COLLINS, D.D.S.**

Comes now Brian Collins, 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 to practice dentistry 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.

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 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 015737, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 332, RSMo.

JOINT STIPULATION OF FACT AND CONCLUSIONS OF LAW

ALLEGATIONS COMMON TO ALL COUNTS

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. Brian Collins ("Licensee") is licensed by the Board as a dentist, License No. 015737. Licensee's Missouri license is current and active and was so at all times relevant herein.

3. Licensee practices dentistry at 921 North Main Street, Mountain Grove, Missouri ("the office").

COUNT I

FAILURE TO OBTAIN CONTINUING EDUCATION HOURS

4. Paragraphs 1 through 3 are incorporated by reference.

5. To renew a dental license, Licensee is required to submit satisfactory evidence of completion of fifty hours of continuing education during the two-year period immediately proceeding the renewal period.¹

¹ Section 332.181.1.4 RSMo, and regulation 20 CSR 2110-2.40(2).

6. Not less than forty (40) of the required (50) hours must be hours directly related to the updating and maintaining of knowledge and skills in the treatment, health and safety of the individual dental patient.²

7. Licensee is required to maintain documentation evidencing completion of the required continuing education hours. Failure to obtain the required continuing education hours, submit satisfactory evidence, or maintain documentation is a violation of section 332.321.³

8. Regulation 20 CSR 2110-2.240 details the Board's minimum requirements for continuing dental education for dentists. It states in pertinent part:

Continuing Dental Education

(1) Definitions.

(A) Continuing dental education—Instruction for dentists and dental hygienists directly relating to the practice of dentistry . . . as defined in sections 332.071 and 332.091, RSMo.

(B) Time block—A two (2)-year period with starting dates of December 1, 2002 through November 30, 2004; December 1, 2004 through November 30, 2006 and repeating in this sequence from that date.

(C) Board-approved sponsors are—

1. American Dental Association (ADA) and its constituent and component societies;
2. Academy of General Dentistry (AGD) and its state and local affiliates;
3. ADA recognized dental specialty organizations and their state and local affiliates;

2 Regulation 20 CSR 2110.2.240(2).

3 Section 332.181.1.4, RSMo.

4. National Dental Association and its state and local affiliates;
5. American Dental Hygienists' Association and its constituents and component societies;
6. National Dental Hygienists' Association and its state and local affiliates;
7. American Medical Association and American Osteopathic Association and their respective state and local societies;
8. American Nurses Association and its state and local affiliates;
9. ADA Commission on Dental Accreditation approved dental, dental hygiene and dental assisting schools;
10. ADA continuing education recognition program;
11. AGD national sponsor approved program;
12. Federal and state government agencies, including any of the branches of the military;
13. Hospitals accredited by the Joint Commission on Accreditation of Healthcare Organizations;
14. Missouri Public Health Association;
15. American Red Cross;
16. American Heart Association;
17. Central Regional Dental Testing Service, Inc. (CRDTS);
18. Dental Assisting National Board, Inc. (DANB);
19. American Dental Assistants Association and its constituents and component societies; and

20. Any other sponsor approved by the board pursuant to subsection (2)(B).

9. On Licensee's 2004-2006 renewal application Licensee swore and affirmed under penalty of law that he obtained fifty (50) hours of Board-approved continuing education during the period of December 1, 2004, through November 30, 2006.

10. The Board renewed Licensee's license.

11. The Board conducted an audit of Licensee to verify compliance with the continuing education requirement.⁴

12. Licensee did not obtain any of the required fifty (50) hours of continuing education for the December 1, 2004 through November 30, 2006 period.

13. Licensee has a duty to maintain full and complete records of all approved continuing education credits earned pursuant to 20 CSR 2110-2.240(2)(A).

14. Licensee's failure to obtain the required fifty (50) continuing education credits constitutes a violation of section 332.261.2(5) and (6) and regulation 20 CSR 2110-2.240(2).

15. Pursuant to regulation 20 CSR 2110-2.240(5), "a violation of any provision of this rule shall be deemed by the board to constitute misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional, or any combination of these, in the performance of the functions, duties, or both, of a dentist or a dental hygienist, depending on the license's conduct."

16. Licensee's conduct as alleged herein constitutes the use of fraud, deception, misrepresentation or bribery in securing any certificate of registration or authority, permit or license issued pursuant to this chapter in violation of section 332.321.2(3), RSMo.

⁴ Regulation 20 CSR 2110-2.40(2)(A).

17. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(3), (5), and (6), 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:

....

(3) Use of fraud, deception, misrepresentation or bribery in securing any certificate of registration or authority, permit or license issued pursuant to this chapter or in obtaining permission to take any examination given or required pursuant to this chapter;

....

(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;

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

COUNT II

PRACTICING IN VIOLATION OF THE APPLICABLE STANDARD OF CARE

18. Paragraphs 1 through 17 are incorporated herein by reference.

19. On March 11, 2004 and March 17, 2004, Licensee wrote prescriptions for Lorcet 10/650 for patient J.B. The prescriptions were filled at Family Pharmacy located in Mountain Grove, Missouri. On March 11, 2004 and March 17, 2004, Licensee represented himself as patient J.B. to individuals at Family Pharmacy, received the filled prescriptions and consumed the medication.

20. Licensee wrote a total of five prescriptions for M.D. for Hydrocodone 10/650. M.D. has never been a patient of Licensee. The prescriptions were filled at Wal-Mart Pharmacy located at 3315 S. Campbell in Springfield, Missouri. For each prescription, Licensee represented himself as patient M.D. to individuals at Wal-Mart Pharmacy, received the five filled prescriptions and consumed the medication.

21. Licensee wrote seven prescriptions for J.H. for 30 tablets of Endocet 10/650. The prescriptions were filled at three different pharmacies in Springfield, Missouri. For each prescription, Licensee represented himself as patient J.H. to individuals at Wal-Mart Pharmacy, received the filled prescriptions and consumed the medication.

22. Licensee wrote seven prescriptions for M.H. M.H. has never been a patient of Licensee. The prescriptions were filled at two different pharmacies in Springfield, Missouri. For each prescription, Licensee represented himself as M.H. to individuals at the pharmacy, received the filled prescriptions and consumed the medication.

23. Licensee wrote four prescriptions for D.H. for Hydrocodone 10/650. D.H. has never been a patient of Licensee. The prescriptions were filled at Dillons Pharmacy located at 1707 S. Battlefield in Springfield, Missouri. For each prescription, Licensee represented himself as patient D.H. to individuals at Dillons Pharmacy, received the filled prescriptions and consumed the medication.

24. Licensee wrote three prescriptions for R.T. for Hydrocodone 10/650. The prescriptions were filled at Dillons Pharmacy located at 1707 S. Battlefield in Springfield, Missouri.

For each prescription, Licensee represented himself as patient R.T. to individuals at Dillons Pharmacy, received the filled prescriptions and consumed the medication.

25. Licensee wrote a total of twelve prescriptions for B.W. for Hydrocodone 10/650 and Endocet 10/650. The prescriptions were filled at George's Pharmacy located at 3650 E. Sunshine in Springfield, Missouri. For each prescription, Licensee represented himself as patient B.W. to individuals at George's Pharmacy, received the filled prescriptions and consumed the medication.

26. Licensee wrote a total of ten prescriptions for J.W. for Hydrocodone 10/650 and Endocet 10/650. The prescriptions were filled at two different pharmacies in Springfield, Missouri. For each prescription, Licensee represented himself as patient J.W. to individuals at the pharmacy, received the filled prescriptions and consumed the medication.

27. Pharmacy technicians Tyler Porter and Andrea Toebben at Dillons Pharmacy positively identified Licensee as the individual who had picked up medications using the names J.W., M.H. and J.H.

28. Pursuant to § 195.017.4(j), RSMo, Hydrocodone is a schedule II controlled substance.

29. Endocet is the brand name for a drug containing acetaminophen and oxycodone. Pursuant to § 195.017.4(n), RSMo, Oxycodone is a schedule II controlled substance.

30. Pursuant to § 195.070. 4, RSMo, an individual practitioner may not prescribe or dispense a controlled substance for such practitioner's personal use except in a medical emergency.

31. At no time were any of the prescriptions filled and dispensed to Licensee the result of a medical emergency.

32. Pursuant to §195.180. 1, RSMo, a person may lawfully possess or have under his control a controlled substance if such person obtained the controlled substance directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of a practitioner's professional practice or except as otherwise authorized by sections 195.005 to 195.425.

33. Licensee's conduct as alleged herein constitutes a violation of § 195.180.1, RSMo.

34. Licensee's conduct as alleged herein constitutes a violation of § 195.202.1, RSMo which states: except as authorized by sections 195.005 to 195.425, it is unlawful for any person to possess or have under his control a controlled substance.

35. Licensee obtained the controlled substances referenced herein by fraud, deceit, misrepresentation, or subterfuge and by the forgery or alteration of a prescription; by the concealment of a material fact and by the use of a false name.

36. Licensee knowingly made false statements for the purpose of obtaining a controlled substance.

37. Licensee conduct as alleged herein constitutes dishonesty, fraud, deception, misrepresentation, gross negligence, misconduct and incompetency in violation of section 332.321.2(5) and (20), RSMo.

38. Licensee failed to use that degree of skill and learning that a dentist ordinarily uses under the same or similar circumstances.

39. Licensee's conduct as alleged herein constitutes a gross deviation from that degree of skill and learning that a dentist ordinarily uses under the same or similar circumstances.

40. Licensee's conduct as referenced herein, constitutes practice outside the scope of dentistry in violation of section 332.071, RSMo and 332.321.2,(1), (5), (13), (15), and (20).

41. At the time of the events alleged herein, Licensee had formed a relationship of professional trust and confidence with his patients in that the patients relied upon the professional expertise of Licensee to ensure that all applicable state and federal drug laws and regulations were followed.

42. Licensee's conduct as alleged herein violated the patients' professional trust and confidence.

43. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(1), (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:

(1) Use of any controlled substance, as defined in chapter 195, RSMo, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of any profession licensed or regulated by this chapter;

....

(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 the 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.

COUNT III

DRIVING WITH EXCESSIVE BLOOD ALCOHOL CONTENT

- 44. Paragraphs 1 through 43 are incorporated herein by reference.
- 45. On or about January 23, 2007, an Information was filed, charging Licensee as follows:

Count 1

The defendant, in violation of Section 677.010, RSMo, committed the class B misdemeanor of **driving while intoxicated**, punishable upon conviction under

Sections 558.011 and 560.016, RSMo, in that on or about December 1, 2006, in the County of Douglas, State of Missouri, Missouri Highway 76 east of Missouri Highway 5 in the County of Douglas, State of Missouri, the defendant operated a motor vehicle while under the influence of alcohol.

Count II

The defendant, in violation of Section 304.015, RSMO, committed the infraction of **wrong side of roadway**, punishable upon conviction under Section 560.016, RSMo, in that on or about December 1, 2006, in the County of Douglas, State of Missouri, the defendant while operating a motor vehicle on Missouri Highway 76 east of Missouri Highway 5, failed to drive on right half of the roadway.

46. On or about April 26, 2007, in the 44th Judicial Circuit Court (Douglas County), Missouri, Licensee pled guilty to Driving with Excessive Blood Alcohol in violation in of section 577.012, RSMo, Case No. 07U4-CR00036. Licensee received a suspended imposition of sentence and was placed on unsupervised probation for two years.

47. Driving with Excessive Blood Alcohol Content is defined in section 577.012, RSMo, which states:

DRIVING WITH EXCESSIVE BLOOD ALCOHOL CONTENT.

1. A person commits the crime of "driving with excessive blood alcohol content" if such person operates a motor vehicle in this state with eight-hundredths of one percent or more by weight of alcohol in such person's blood.

2. As used in this section, percent by weight of alcohol in the blood shall be based upon grams of alcohol per one hundred milliliters of blood or two hundred ten liters of breath and may be shown by chemical analysis of the person's blood, breath, saliva or urine. For the purposes of determining the alcoholic content of a person's blood under this section, the test shall be conducted in accordance with the provisions of sections 577.020 to 577.041.

3. For the first offense, driving with excessive blood alcohol content is a class B misdemeanor.

48. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(2), 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:

(2) The person has been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution pursuant to the laws of any state or of the United States, for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated pursuant to this chapter, for any offense an essential element of which is fraud, dishonesty or an act of violence, or any offense involving moral turpitude, whether or not sentence is imposed;

....

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 numbered 015737 be **SUSPENDED for period of THIRTY DAYS**. Licensee may not practice dentistry during the period of suspension. In addition, Licensee shall not practice dentistry until he completes ONE HUNDRED (100) HOURS of CONTINUING EDUCATION approved by the Board. Immediately following the period of suspension and completion of 100 hours of continuing education, Licensee's license shall be placed on **PROBATION for a period of FIVE (5) years** ("disciplinary period"). During the period of 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. The terms of the suspension and probation shall be:

I. EMPLOYMENT RESTRICTIONS

- A. During the disciplinary period, Licensee shall not own or operate a solo or private dental practice. Licensee shall only practice dentistry as an employee and shall not be involved in the billing, bookkeeping, or management of a dental practice. This provision does not prohibit Licensee from providing contract dental services.

II. REQUIREMENTS REGARDING CONTINUING EDUCATION

- 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 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 six (6) months of the disciplinary period shall constitute a violation of this Agreement.
- C. Licensee shall take and complete 100 hours of continuing education. Of the 100 hours, at least fifty (50) hours must be in-classroom hours, not correspondence or internet courses. This continuing education shall be in addition to the continuing education required by law for licensure renewal by the Board. 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.

III. REQUIREMENTS REGARDING THE MISSOURI DENTAL WELL-BEING COMMITTEE

- A. During the disciplinary period, Licensee shall participate in the Missouri Dental Well-being Committee (“Committee”). Within fifteen (15) days of the effective date 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 15 days of entering this agreement. Licensee shall follow all recommendations for treatment or aftercare made by the treating professional and/or Committee.

- B. Licensee shall execute a medical release or other appropriate release that shall remain in effect for the entire disciplinary period authorizing the Board to obtain records of Licensee’s treatment for chemical dependency. 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.

- C. Licensee shall cause a letter of ongoing treatment evaluation from the treating professional to be submitted to the Board by January 1 and July 1 during each year of the disciplinary period beginning the effective date of this disciplinary agreement.
 - (1) 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.

 - (2) 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.

- D. If the treatment of Licensee is successfully completed at any time during the disciplinary period, 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 in a 12-step program. If continuance in a 12-step program is recommended, Licensee shall comply with terms of documentation as outlined in paragraph E below.

- E. If attendance is recommended, Licensee shall submit evidence of weekly (or recommended) attendance at Alcoholics Anonymous, Narcotics Anonymous, or other support group meetings to the Board by January 1 and July 1 during each year of the disciplinary period beginning the effective date of this disciplinary agreement. 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.
- F. 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.
- G. 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.
- H. During the disciplinary period, Licensee shall, at Licensee's expense, submit to drug screens as required by the Board. Licensee shall, upon demand and without delay, provide a biological sample to the Board's designated representative, including allowing 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, alcohol, or any drug whatsoever in a drug screen for which Licensee does not hold a valid prescription shall constitute a violation of this Agreement.

IV. 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 she 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 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 § 332.321.9, 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 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.

V. 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. Upon the expiration of said discipline, Licensee's license to practice dentistry in Missouri shall be fully restored if all other requirements of law have been satisfied; provided however, that in the event the Board determines that the Licensee has violated any term or condition of this Settlement Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline the Licensee.

4. No order shall be entered by the Board pursuant to the preceding paragraph of this Settlement Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

5. If the Board determines that Licensee has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its

determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, 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, it may impose further discipline. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

6. 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.

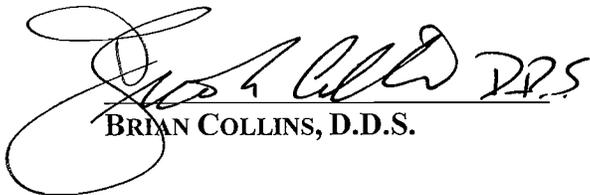
7. Licensee, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, 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.

8. Licensee understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen (15) days thereafter, submit the Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit his request to: **Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P. O. Box 1557, Jefferson City, Missouri 65101.**

9. If Licensee requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Executive Director of the Board.

LICENSEE

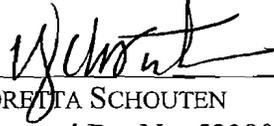
BOARD


BRIAN COLLINS, D.D.S.


BRIAN BARNETT
Executive Director
Missouri Dental Board

Date 10/19/07

Date 10/19/07



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ATTORNEY FOR THE BOARD