

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND THOMAS A. COLLINS, SR., D.D.S.**

Come now Thomas A. Collins, Sr., D.D.S. ("Licensee") and the Missouri Dental Board ("Board") and enter into this settlement agreement ("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 2000,¹ 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.

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 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 010760 is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 332, RSMo.

¹ Unless otherwise noted, all references to RSMo are to RSMo 2000, as amended.



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, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee Thomas A. Collins, D.D.S. is licensed by the Board as a dentist, License No. 010760. Licensee's Missouri license was active and current at all relevant times. Licensee has been a licensed and practicing oral surgeon in the State of Missouri for close to 45 years. Licensee attended dental school at Loyola University and graduated in 1962. Licensee thereafter completed a one-year post-graduate program and was awarded a Certificate in Oral Surgery. He also enrolled in the Stritch School of Medicine and received a Masters of Science in Oral Surgery degree. Licensee then performed his oral surgery internship and residency at Parkland Hospital in Dallas, Texas, which included a one year general anesthesia residency where he had the same duties as an anesthesiology resident in deep sedation and general anesthesia. In 1967, the Board granted him a license to practice oral surgery which he has held continuously to the present.

3. Licensee has practiced oral surgery in Springfield, Missouri since 1972.

4. At the January 20, 2012 appearance before the Board, Licensee presented uncontroverted evidence that he served as past President of the Springfield Dental Society, Chairman of the Dental Department of St. John's Regional Medical Center, Executive Director of the Mid-America Center for Dental Implants, and as past President of the Academy of Osseointegration. Licensee was also appointed to the Select Committee on Dental Implant Education of the American Society of Oral and Maxillofacial Surgeons. He was elected past President of the 4000 member International Dental Implant Academy of Osseointegration. Licensee is a current member in good standing of the American Dental Association, the American Association of Oral and Maxillofacial Surgeons, the Academy of Osseointegration, the Missouri Dental Association and the Greater Springfield Dental Society.

5. On or about February 24, 2009, the Bureau of Narcotics and Dangerous Drugs (BNDD) issued a letter of censure to Licensee because he failed to notify BNDD about his address change which took place in May 2008. BNDD had previously issued licensee a controlled substance registration, number 7415, for his practice location at 1103 Montclair, Suite 100, Springfield, Missouri with an expiration date of August 31, 2010. On June 25, 2008, BNDD received information that Licensee may have retired on May 1, 2008 and was no



longer practicing at the Montclair address. Accordingly, the registration terminated pursuant to 19 CSR 30-1.023. In January 2009, BNDD learned that Licensee was practicing at Wedgewood Dental Offices, 1628 S. Campbell, Springfield, Missouri. Because of Licensee's failure to notify the BNDD of his new address, Licensee did not hold a valid controlled substance registration from May 2008 through February 20, 2009. There was no competent evidence that Licensee performed any oral surgery, or prescribed any controlled substances to patients during the period of time when his BNDD registration was not in effect. On February 20, 2009, when Licensee learned that his BNDD registration was not valid, Licensee applied for a new registration. BNDD received Licensee's application for a controlled substance registration and issued the renewed registration on February 24, 2009 along with the letter of Censure.

6. As a result of the BNDD Letter of Censure, the Board conducted an investigation of Licensee's practice. On August 31, 2010, Board investigator Joseph Sears (Investigator Sears) travelled to Licensee's practice location, Collins Oral Surgery and Implants, in Springfield, Missouri. Licensee stated he opened the practice in November 2009. Licensee confirmed that he provided deep sedation to his patients at Collins Oral Surgery as well as stocked, administered and dispensed controlled substances.

7. As part of the Board's investigation, Investigator Sears conducted a controlled substances audit. Licensee's controlled substances were stored in a locked drawer. Licensee had stocked at the time of Investigator Sears' audit: four ampules of Fentanyl Citrate 2 ml and 94 vials of Midazolam 5 mg/ml. These controlled substances were identified on the controlled substance records maintained by Licensee.

8. Investigator Sears also reviewed Licensee's controlled substance records maintained at Licensee's office. Investigator Sears' review revealed the following ministerial delinquencies in Licensee's record keeping:

- a. Licensee's transfer records did not contain the date of transfer or registration number of the receiving registrant as required by regulation 19 CSR 30-1.048(4)
- b. Licensee's initial inventory did not comply with regulation 19 CSR 30-1.042(2)(A)
- c. Licensee's dispensing records did not contain the patient address and drug strength as required by regulation 19 CSR 30-1.048(1).



9. Upon being notified of the paperwork delinquencies, Licensee corrected them and resubmitted his annual inventory to the Board on January 13, 2011. Investigator Sears stated in his Investigative Report that the resubmitted forms "do appear to be in compliance with the regulation 19 CSR 30-1.042(s)."

10. On or about July 12, 2011, Licensee applied for a deep sedation/general anesthesia permit with the Board. On or about July 12, 2011, Licensee also applied for a deep sedation/general anesthesia site permit with the Board. The Board issued both permits on February 9, 2012. Prior to the applications, Licensee did not hold current and active permits for himself or the site. Licensee's previous sedation permit expired in June 2009.

11. Licensee voluntarily appeared before the Board at its regularly scheduled meeting on January 20, 2012. Licensee testified as to the basis of the complaint. Licensee also provided the Board with a nine page written response to the complaint with eleven attachments. Licensee admitted that he had neglected to first obtain both a site permit and individual permit since his previous permit when he opened his new practice and began sedating patients in November 2009. Licensee stated he misunderstood the requirement was to have both permits. Licensee stated he would not sedate until he had both permits. Licensee also stated that he corrected all the violations noted during Investigator Sears' controlled substance audit. In connection with these applications and on September 21, 2011, Licensee's current practice was subject to a site inspection by the Board's representative Dr. Frank Newman, an oral surgeon with the St. John's Regional Medical Center of Springfield, Missouri. Dr. Newman observed and inspected all emergency protocols in place at Licensee's practice and concluded that everything was satisfactory

12. Section 332.362, RSMo states, in relevant part:

1. All duly registered and currently licensed dentists in Missouri who prescribe and administer deep sedation or general anesthesia agents in the course of providing dental services shall possess a deep sedation or general anesthesia permit issued by the board. All duly registered and currently licensed dentists in Missouri who prescribe and administer conscious sedation agents in the course of providing dental services shall possess a conscious sedation permit issued by the board.

2. Dentists prescribing or administering deep sedation or general anesthesia or conscious sedation agents shall do so in accordance with rules set forth by the board.

3. Any dental office where deep sedation or general anesthesia or conscious sedation agents are administered shall possess a



site certificate issued by the board and comply with the board's minimum standard for site certificates[.]

13. Regulation 19 CSR 30-1.017(2) states:

(2) Termination of Registration.

(A) The registration of any person shall terminate:

...

5. If and when the person discontinues business or changes business location.

14. Regulation 19 CSR 30-1.023(2) states:

(2) Application for Registration.

(A) Any person who is required to be registered and who is not so registered may apply for registration at any time. No person required to be registered shall engage in any activity for which registration is required until the application for registration is processed and the registration is issued.

15. Regulation 19 CSR 30-1.042 states:

(2) Initial Inventory Date.

(A) Every person required to keep records who is registered with the Department of Health after May 1, 1971, and who was not registered previously shall take an inventory of all stocks of controlled substances on hand on the date s/he first engages in the manufacture, distribution or dispensing of controlled substances.

(3) Annual Inventory Date. After the initial inventory is taken, the registrant shall take a new inventory of all stocks of controlled substances on hand at least once a year. The annual inventory may be taken on any date that is within one year of the previous annual inventory date.

16. Regulation 19 CSR 30-1.048 states:

(1) Each individual practitioner, institutional practitioner and pharmacy shall maintain records with the following information for each controlled substance received, maintained, dispensed or disposed:

(A) The name of the substance;
(B) Each finished form (for example, ten milligrams (10 mg) tablet or ten milligram (10 mg) concentration per fluid ounce or milliliter) and the number of units or volume of finished form in each commercial container



(for example, 100 tablet bottle or three milliliter (3 ml) vial);

(C) The number of commercial containers of each finished form received from other persons, including the date of and number of containers in each receipt and the name, address and registration number of the person from whom the containers were received;

(D) The number of units or volume of the finished form dispensed including the name and address of the person to whom it was dispensed, the date of dispensing, the number of units or volume dispensed and the written or typewritten name or initials of the individual who dispensed or administered the substance;

(E) The number of units or volume of the finished forms, commercial containers, or both, disposed of in any other manner by the registrant, including the date and manner of disposal and the quantity of the substance in finished form disposed.

...

(4) A registrant who transfers a controlled substance to or receives a controlled substance from another registrant shall maintain a written record of the transfer which contains the following information: the date of transfer, drug name, strength, dosage form, quantity, name, address and registration number of the transferring registrant and the name, address and registration number of the receiving registrant[.]

17. Licensee's actions as described in paragraphs 5 through 9 above constitute violations of state drug laws as described in paragraphs 13 through 16 above for which the Board has cause to discipline Licensee's license.

18. Licensee's actions as described in paragraphs 10 and 11 above constitute violation of a provision of this chapter and lawful rules and regulations adopted pursuant to this chapter as described in paragraph 12 for which the Board has cause to discipline Licensee's license.

19. 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

20. 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: The terms of discipline shall include that the dental license, license number 010760, shall be placed on **PROBATION** for a period of three (3) 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 Settlement Agreement.

I. EDUCATIONAL REQUIREMENTS

A. Licensee shall take and pass the Board's jurisprudence examination within the first twenty four (24) 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 twenty four (24) months of the disciplinary period shall constitute a violation of the Settlement Agreement.

B. Within the first twenty-four (24) months of the disciplinary period, licensee shall take and complete forty (40) additional hours of Board approved continuing education. Of those forty (40) hours, twenty (20) of them shall be from Oral Health Enrichment in Cleveland, Ohio, and shall be regarding recordkeeping, documentation and federal/state drug laws. Following completion of the twenty (20) hours of education at Oral Health Enrichment (OHE), Licensee shall take and pass a written outcome assessment test on the OHE education with a score of at least 80%. The remaining twenty (20) hours of continuing education must be from Board approved sponsors as described in 20 CSR 2110-2.240 and may be regarding any subject licensee chooses. The forty (40) additional hours shall not count toward the continuing education required for renewal. Licensee shall provide the Board written evidence of the completion of the continuing education requirements not later than 30 days after completion of the first twenty-four (24) months of the disciplinary period. Failure to complete the forty (40) additional hours of continuing education, pass the written outcome assessment test on the OHE education, or provide the required documentation to the Board, within the time limits specified above shall constitute a violation of the 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 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 the Board 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 the Settlement Agreement.

H. If Licensee fails to comply with the terms of the Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation).

I. The 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. If applicable, Licensee shall notify, within 15 days of the effective date of the 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.

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



22. The terms of the Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither the 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.

23. 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 Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems the Settlement Agreement or any portion thereof to be void or unenforceable.

24. If no contested case has been filed against Licensee, Licensee has the right, either at the time the Settlement Agreement is signed by all parties or within fifteen days thereafter, to submit the Settlement Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the Settlement Agreement constitute grounds for denying or disciplining the license of the licensee. If Licensee desires the Administrative Hearing Commission to review the 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.**

25. 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 Settlement Agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect. **If no review is requested, the effective date of this agreement shall be December 1, 2012.**



LICENSEE

Thomas A. Collins

Thomas A. Collins, Sr., D.D.S.

Date 9-19-2012

BOARD

Brian Barnett

Brian Barnett,
Executive Director
Missouri Dental Board

Date 9/25/12

