

**STEPHEN W. JONES,
D.D.S.**

PROBATION: 5 Years

Beginning: 12/27/13

Ending: 12/31/18

Disciplinary Action in the State of Kansas

2013-006590

BEFORE THE ADMINISTRATIVE HEARING COMMISSION
STATE OF MISSOURI

STEPHEN W. JONES, D.D.S.,)	
)	
Petitioner,)	
)	
v.)	Case No. 13-1619 DB
)	
MISSOURI DENTAL BOARD,)	
)	
Respondent.)	

**JOINT STIPULATION AND SETTLEMENT AGREEMENT BETWEEN
MISSOURI DENTAL BOARD AND STEPHEN W. JONES, D.D.S.**

Come now Stephen W. Jones, D.D.S., (“Jones”) and the Missouri Dental Board (“Board”) and enter into this settlement agreement for the purpose of resolving the question of whether the Board shall issue Jones a Missouri dental license.

Pursuant to the terms of § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri (“AHC”) regarding cause to deny Jones a license and jointly stipulate to the facts, cause for denial and consent to the issuance of a probated license to Jones.

Jones 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

¹ All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

charges pending against him and; and the right to recover attorney's fees incurred in defending this action regarding the denial of a license. Being aware of these rights provided him by operation of law, Jones 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.

Jones acknowledges that he has received a copy of the August 13, 2013 denial letter and other documents relied upon by the Board in determining there was cause to deny his license, along with citations to law and/or regulations the Board believes supports that decision.

For the purpose of settling this dispute, Jones stipulates that the factual allegations contained in this settlement agreement are true. The parties however, disagree as to whether the Board had cause to deny Jones a license in accordance with the provisions of Chapters 621 and 332, RSMo. Accordingly, the parties enter into this Settlement Agreement to resolve that controversy and issue License a Missouri dental license.

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. On or about May 31, 2013, Jones applied for a Missouri dental license.
3. On Jones' application, Jones answered "yes" to question 3 which asked whether or not the applicant has had a professional license disciplined. Jones also provided the following statement explaining his answer of "yes" to question 3:

The documents associated with answer #3 are included in their entirety. In 2009 I had ordered IV Midazolam to be used orally for pediatric sedation (this protocol is still standard for a number of institutions from 'DOCS' to the [U]niversity of Nebraska oral

surgery department.[]] I did not and never have used IV administration of any drug. Our records did not show the 'p.o.' use of midazolam, only the dosage used. There was never any complaint or complication involving patient care. The second document relates to the fact that I had practiced conscious sedation for several years prior to any regulation and had treated in excess of over 900 cases at the time of the Kansas practice act. I was not aware of the change in Kansas laws regarding conscious sedation. After becoming aware of it, I immediately sought compliance and completed not only the recommended course but 2 additional courses and am now fully certified in conscious sedation. My license or practice was never at issue.

4. Jones also provided a separate response to question 11 on his application which he answered "no." Question 11 asks whether the applicant ever had a judgment rendered against [him] based on fraud, misrepresentation, deception or malpractice related to practice as a dentist. Jones provided the following statement:

"The answer is no. In full disclosure, there was a settlement only of a civil law suit filed in Wichita, Sedgwick [C]ounty, KS. The case was #11CV3418 alleging a wrongful death suit.

5. Records of the Kansas Dental Board reveal that:
- a. On or about May 24, 1993, the Kansas Board entered a Consent Order wherein Jones admitted to improper delegation of duties to his dental assistants including allowing dental assistants to perform scaling, administer and monitor nitrous oxide and place orthodontic bands, brackets and wires. In the Consent Order Jones also admitted to improper billing procedures. As a result, Jones "voluntarily refrain[ed]" from the practice of dentistry and closed his office for 45 days. The Kansas Board also placed Jones under the supervision of a licensed dentist for a period of one year. Jones was also required to create guidelines with three other licensed dentists regarding the prescription of analgesic drugs. Those guidelines were to include, at a minimum that

Jones not prescribe anything stronger than Tylenol 3, without prior approval of his supervising dentist. Jones was also required to refrain from the premedication of children, twelve years and under.

- b. On or about March 31, 2004, the Kansas Board entered its Final Order incorporating the Stipulation and Final Agency Order entered into between Jones and the Kansas Board as a result of Jones' failure to keep appropriate records in periodontal cases. As a result, the Board required that, for a period of twelve months, Jones notify the Board regarding periodontal surgeries performed without first performing deep scaling root planning and that Jones provide records of the patients in such cases. The Board also assessed a fine in the amount of \$2,500. On or about October 22, 2007, the Kansas Board entered its Order of Completion. The Order of Completion stated that Jones paid the fine on or about March 26, 2004 and the case was closed effective that date.
- c. On or about July 24, 2009, Jones entered into a Stipulation and Consent Order with the Kansas Board finding that on one or more occasions, Jones used Versed for sedation of a patient but did not record the amount of Versed used or the method of delivery in the patient's records, and, therefore, failed to keep adequate dental records. The Board assessed a fine in the amount of \$1,000. On or about September 22, 2009, the Kansas Board entered its Order of Completion, stating Jones had paid the fine and the record closed.
- d. On or about October 14, 2011, Jones entered into a Stipulation and Consent Order with the Kansas Board following Jones' application for license for a Level I Anesthesia permit. The Kansas Board found that between December 1, 2010 and continuing into

January 2011, Jones administered oral conscious sedation on patients without a Level I, II or III sedation permit as required and Jones allowed noncertified dental assistants to monitor nitrous oxide being administered to patients. The Board ordered Jones to attend continuing education and assessed a fine in the amount of \$2,000.

6. Records of the Kansas Dental Board do not reveal any additional actions against Jones' Kansas dental license. The records also reflect that Jones complied with the Kansas Board's order in each instance.

7. On or about August 13, 2013, the Board denied Jones' application for a dental license based on the discipline issued by the state of Kansas, as detailed in paragraphs 3 through 6 above. The Board denied Jones' license pursuant to § 332.321.2(8) and (13), RSMo.

8. On or about September 10, 2013, Jones filed a Complaint before the Missouri Administrative Hearing Commission, appealing the Board's August 13, 2013 decision to deny his license. The Board filed its Answer to Jones' Complaint on October 9, 2013.

9. The Board has authority to deny or refuse a license application pursuant to § 332.321.1, RSMo, which provides:

The board may refuse to issue any certificate of registration or authority, permit or license required pursuant to this chapter for one or any combination of causes stated in subsection 2 of this section. The board shall notify the applicant in writing of the reasons for the refusal and shall advise the applicant of his or her right to file a complaint with the administrative hearing commission as provided by chapter 621, RSMo.

10. The Board has cause to deny or refuse Jones' application for a dental license pursuant to § 332.321.2 RSMo, which provides:

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 certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

...

(8) Disciplinary action against the holder of a license or other right to practice any profession regulated by this chapter imposed by another state, province, territory, federal agency or country upon grounds for which discipline is authorized in this state;

...

(13) Violation of any professional trust or confidence[.]

11. As a result of Jones' discipline by the Kansas Dental Board, as described in paragraphs 3 through 6 above, as well, the Board has cause to deny or refuse Jones' application for a dental license pursuant to § 332.321.1, RSMo, and § 332.321.2(8) and (13), RSMo.

12. As an alternative to refusing to issue a license, the Board may, at its discretion, issue a probated initial license, pursuant to § 324.038.1, RSMo, which provides:

Whenever a board within or assigned to the division of professional registration, including the division itself when so empowered, may refuse to issue a license for reasons which also serve as a basis for filing a complaint with the administrative hearing commission seeking disciplinary action against a holder of a license, the board, as an alternative to refusing to issue a license, may, at its discretion, issue to an applicant a license subject to probation.

13. The Board enters into this Settlement in lieu of denial of Jones' application for a dental license and Jones' appeal of said denial. The Board has determined that this Order is necessary to ensure the protection of the public.

Joint Agreed Disciplinary Order

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the order entered by the Board granting Jones a dental license.

14. Effective the date the Administrative Hearing Commission approves this Settlement Agreement, Jones is hereby granted a Missouri dental license, license number 2013045499 which is subject to a probationary period of five (5) years ("disciplinary period"). During the disciplinary period, Jones shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of his Settlement Agreement.

I. SPECIFIC REQUIREMENTS

A. Jones shall not make application to the Board for, or hold, any sedation permits pursuant to § 332.362, RSMo and any rules or regulations validly promulgated pursuant thereto. Jones shall not practice or provide any form of sedation during the disciplinary period.

II. GENERAL REQUIREMENTS

A. Jones 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. Jones 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. Jones shall keep the Board apprised of his current home and work addresses and telephone numbers. Jones shall inform the Board within ten days of any change of home or work address and home or work telephone number.

D. Jones 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, Jones 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, Jones 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, Jones 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 Jones 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 Jones not specifically mentioned in this document.

III. ADDITIONAL REQUIREMENTS

A. Jones shall not allow his license to lapse.

B. Jones 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 Jones practices or has privileges in Missouri of Licensee's disciplinary status. Notification shall be in writing and Jones 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.

15. 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 and 324, RSMo.

16. 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.

17. Jones, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

LICENSEE



Stephen W. Jones, D.D.S.

Date 12/12/2013

BOARD



Brian Barnett,
Executive Director
Missouri Dental Board

Date 12/12/13