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**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND RONALD R. MAINHURST, D.M.D.**

MISSOURI DENTAL BOARD

Come now Ronald R. Mainhurst, D.M.D. ("Licensee") and the Missouri Dental Board ("Board") and enter into this settlement agreement ("Board Settlement Agreement") for the purpose of resolving the question of whether Licensee's license as a dentist will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,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 Board Settlement Agreement and agrees to abide by the terms of this document, as they pertain to him.

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

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in the Board Settlement Agreement are true and stipulates with the Board that Licensee's license, numbered 014599 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

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



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 Ronald R. Mainhurst, D.M.D. is licensed by the Board as a dentist, License No. 014599. Licensee's Missouri license was active and current at all relevant times.

3. On or about December 7, 2011, the Board received a telephone call from Drug Enforcement Administration (DEA) Diversion Investigator (DI) Kerry Hamilton. DI Hamilton stated that she received information from Henry Schein Dental Supply (Henry Schein) informing them that Licensee was ordering Alprazolam (Xanax) from Henry Schein for his own use. DI Hamilton stated that she would forward a copy of the information from Henry Schein to the Board. The information contained a copy of the letter from Henry Schein to the DEA, St. Louis Division. The letter stated that Henry Schein's Suspicious Orders Monitoring System decided not to fill an order Licensee placed for Alprazolam due to Licensee admitting he intended to self-medicate with it. The information from DI Hamilton also included a copy of a questionnaire Licensee completed and signed on November 28, 2011 in which he admitted to personal use of Alprazolam for anxiety. As a result of the telephone call and information from Henry Schein, the Board initiated a complaint and investigation of the allegations.

4. Prior to a meeting with Licensee and DI Hamilton, Board Investigator Kevin Davidson performed a sweep of local pharmacies to collect controlled substance profiles for Licensee for all controlled substances he had authorized between January 1, 2010 and December 12, 2011. The results from Dierbergs Pharmacy indicated that Licensee prescribed Hydrocodone-APAP 7.5-650 mg tablets. The results from Dierbergs Pharmacy also show that Licensee prescribed himself Ibuprofen 800 mg tablets and Sumatriptan Succinate (Imitrex) 50 mg tablets. Licensee prescribed himself the Imitrex five times during the period in question: March 16, May 9, June 21, August 29 and November 26, 2011. In each instances, Licensee prescribed himself nine 50-mg tablets. Licensee prescribed himself Ibuprofen three times during the period in question: March 21 and September 9, 2010 and March 5, 2011. In each instance, Licensee prescribed himself 90 800-mg tablets. A response from Medicine Shoppe Pharmacy indicated they filled no controlled substance prescriptions for Licensee.



5. On December 13, 2011, Investigator Davidson and DI Hamilton met with Licensee at his practice location. DI Hamilton first asked Licensee what drugs he prescribes in his practice. Licensee stated that he typically prescribes Amoxicillin for his patients and that he also prescribed Xanax for his personal use for anxiety. He stated that he had been ordering his drugs, including the Xanax, from Henry Schein since 2003. Licensee stated that on the last order in November 2011, Henry Schein sent him a questionnaire asking if the prescription was for personal use. Licensee stated that he answered "yes" to the question about personal use and sent the questionnaire back to Henry Schein. He stated that Henry Schein denied the order. Licensee stated that his primary care physician first prescribed Licensee the Xanax. Licensee stated that because he had the ability to write prescriptions, he decided to order the Xanax for his own use to save money. He stated that he placed the first order with Henry Schein in 2003 and had been ordering every 4-6 months ever since 2003. He stated each time he ordered, he would order 100 .5 mg tablets. He stated he cut the tablets in half to "make them go further." He stated he paid \$6 for the prescription through Henry Schein but would have to pay \$12 at a local pharmacy from his primary care physician.

6. During the December 13, 2011 interview, Licensee stated that when Henry Schein denied his order, he contacted his primary care physician to get a prescription for Xanax. Licensee produced a pill bottle which was a prescription for Alprazolam, the generic of Xanax, .25 mg, 100 tablets. He stated the last time his primary care physician filled a prescription for Xanax was 2003. Licensee stated that he also took Wellbutrin and Imitrex for migraines. He stated he wrote his own prescriptions for Imitrex. Licensee stated that he had the receipts for his orders from Henry Schein for the last two years at the office. He stated that the older receipts were in a storage locker where he kept his off-site records. DI Hamilton stated she would need a copy of those records.

7. During the December 13, 2011 interview, Licensee stated that he kept the Alprazolam "with him" when he was at work and when he went home, it "went with him." He stated that he kept antibiotics and Ibuprofen in the office but no other prescriptions. He stated he kept records for those medications. He also stated that he had an emergency kit in the office and he thought it had Midazolam in it. Licensee also stated he prescribed Hydrocodone and other controlled substance pain medications for his patients. He stated that he would sign a memorandum with the DEA in order to be able to prescribe, but not order, controlled substances. He stated he first started taking Xanax in approximately 1994 and that he takes it every day. Licensee stated



that he prescribes himself the Xanax, Imitrex and Ibuprofen. He stated that "since he could write his own prescriptions, this was easier." Investigator Davidson informed him that he was only allowed to write his own prescriptions in an emergency. Licensee stated he was not aware of that but considered the Imitrex an emergency when he got a migraine.

8. During the December 13, 2011 interview, Licensee also stated that when Henry Schein refused his order, he placed an order for 100 Alprazolam tablets from Benco Dental and only called his physician when the pills did not arrive immediately. He stated that when the order from Benco Dental arrived, he took the tablets home. He stated he was not aware that the pills had to be maintained at his address registered with the DEA and therefore that it was a violation to keep them at home. He stated he would bring the prescription back and store it at the office.

9. During the December 13, 2011 interview, Investigator Davidson asked Licensee if he would submit to a urine analysis test. He stated he would do so. Investigator Davidson sent the sample to National Toxicology Specialists for testing. The test results showed Licensee was negative for drugs and alcohol.

10. On December 16, 2011, the Board received the controlled substance profile report for Licensee's authorized controlled substances from Walgreens Pharmacy. The profile stated that Licensee prescribed Hydrocodone-APAP 7.5-650 mg tablets, Hydrocodone-APAP 10-650 mg tablets, Diazepam 10 mg tablets, Oxycodone-APAP 5-500 mg tablets and Alprazolam .25 mg tablets. None of the prescriptions were issued to Licensee as the patient.

11. On December 20, 2011, the Board received the controlled substance profile report for Licensee's authorized controlled substances from Target Pharmacy. The profile stated that Licensee prescribed Hydrocodone—APAP 7.5-650 mg tablets. The prescriptions were not issued to Licensee as the patient.

12. On January 9, 2012, the Board received the controlled substance profile report for Licensee's authorized controlled substances from Shop 'n Save Pharmacy. The profile stated that Licensee prescribed Hydrocodone-APAP 7.5-650 mg tablets and Hydrocodone-APAP 5-500 mg tablets. None of the prescriptions were issued to Licensee as the patient.

13. On December 19, 2011, the Board received a copy of the Investigative Report (BNDD Report) regarding Licensee from Mike Boeger, Administrator of the Department of Health and Senior Services Bureau of Narcotic and Dangerous Drugs (BNDD). BNDD's investigation of Licensee's prescribing of controlled



substances revealed two violations. First, Licensee purchased Xanax, a schedule IV controlled substance pursuant to § 195.017.8, RSMo from a drug distributor. Licensee stocked the Xanax at his residence, an unregistered site with BNDD in violation of §§ 195.030.2 and 195.030.6, RSMo and regulations 19 CSR 30-1.017(2) and 19 CSR 30-1.026(3). Second, Licensee administered the Xanax to himself in the absence of a medical emergency in violation of § 195.070.5, RSMo. The BNDD report also stated that Licensee voluntarily surrendered his BNDD registration as a result of BNDD's investigation.

14. On December 23, 2011, the Board received a copy of the DEA's Report of Investigation (DEA Report) from DI Hamilton. The DEA Report stated that Licensee voluntarily surrendered his DEA registration for cause as a result of Licensee's purchase of Xanax for his personal use.

15. On April 4, 2012, the Board received a copy of the psychological, psychosocial and psychiatric evaluation for Licensee. The Board requested that Licensee submit to the evaluations as a result of Licensee's actions discovered during the DEA, BNDD and Board investigations. Dr. Neil D. Horowitz, Ph.D., Dr. Ralph Orlovich, Ph.D., and Dr. Donn C. Kleinschmidt, MD conducted the evaluations. The evaluators concluded that Licensee was fit to continue in his current practice and did not appear to have a substance use or misuse problem.

16. Section 195.030, RSMo states, in relevant part:

...

2. No person shall manufacture, compound, mix, cultivate, grow, or by any other process produce or prepare, distribute, dispense or prescribe any controlled substance and no person as a wholesaler shall supply the same, without having first obtained a registration issued by the department of health and senior services in accordance with rules and regulations promulgated by it. No registration shall be granted for a term exceeding three years.

...

6. A separate registration shall be required at each principal place of business or professional practice where the applicant manufactures, distributes, or dispenses controlled substances[.]

17. Section 195.070.5, RSMo states:

An individual practitioner shall not prescribe or dispense a controlled substance for such practitioner's personal use except in a medical emergency.



18. Section 332.361, RSMo states:

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

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

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

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

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

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

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

(2) Period of Registration.

(A) Any registration shall be current and effective for twelve (12) months from the date issued or until the expiration date assigned at the time the registration is issued. No person who is required to be registered shall conduct any activity for which registration is required without a current registration. No controlled substance activities shall take place after a registration expires until a new registration has been issued.

(B) At the time any registration is issued, the registration shall be assigned to one of twelve (12) groups which shall correspond to the months of the year. The expiration date of all registrations within any group shall be the last day of the month designated for that group.

(C) Registrations for manufacturers and distributors may be assigned to a single group, and the expiration date may be less than twelve (12) months from the date the registration was issued.



(D) Training program registrations may be assigned to a single group, and the expiration date may be less than twelve (12) months from the date the registration was issued.

(E) A certificate of registration shall be made available online and printable to the registrant which shall include the name and address of the registrant, the expiration date of the registration, and a registration number for the convenience of identifying a registration or a registrant. The same registration number may be used for a new registration for the same person.

20. Regulation 19 CSR 30-1.026(3) states:

(3) Separate Locations. A separate registration is required for each principal place of business or professional practice at one general physical location where controlled substances are manufactured, distributed or dispensed by a person.

(A) For purposes of registration only, the following locations shall be deemed not to be places where controlled substances are manufactured, distributed or dispensed:

1. A warehouse where controlled substances are stored by or on behalf of a registered person, unless these substances are distributed directly from the warehouse to registrants other than the registered person or to persons not required to register;
2. An office used by agents of a registrant where sales of controlled substances are solicited, made or supervised but which neither contains these substances (other than substances for display purposes or lawful distribution as samples only) nor serves as a distribution point for filling sales orders;
3. An office used by a practitioner (who is registered at another location) where controlled substances are prescribed but neither administered nor otherwise dispensed as a regular part of the professional practice of the practitioner at the office and where no supplies of controlled substances are maintained;
4. A location on the immediate or contiguous property of a hospital, provided that the location is owned and operated by the hospital and controlled substances are not dispensed for use away from the location;
5. A separate location from a registered pre-hospital emergency medical service location where an emergency vehicle is housed that does not have a permanent location of operation and which rotates between locations at least every 30 days for operational reasons other than controlled substance registration;



6. A pre-hospital emergency medical service located outside the state of Missouri that renders assistance to a pre-hospital emergency medical service located in the state of Missouri under a mutual aid contract in the case of an emergency, major catastrophe or other unforeseen event that jeopardizes the ability of the local Missouri pre-hospital emergency medical service to promptly respond.

(B) A separate registration is not required for each separate practice location for an individual practitioner who has a temporary location registration.

21. Licensee's actions as described in paragraphs 3 through 15 above constitute violations of state drug laws as described in paragraphs 16, 17, 19 and 20 above for which the Board has cause to discipline Licensee's license.

22. Licensee's actions as described in paragraph 3 through 15 above constitute violation of § 332.361, RSMo for which the Board has cause to discipline Licensee's license.

23. 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

24. 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.

25. The terms of discipline shall include that the dental license, license number 014599, shall be placed on **PROBATION** for a period of five (5) years ("disciplinary period"). During Licensee's probation,



Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of the Board Settlement Agreement.

I. EDUCATIONAL REQUIREMENTS

A. Licensee shall take and pass the Board's jurisprudence examination within the first twelve (12) months of Licensee's period of probation. Licensee shall contact the Board office to request a current law packet and permission to sit for the jurisprudence examination no less than thirty (30) days prior to the date Licensee desires to take the examination. Licensee shall submit the required re-examination fee to the Board prior to taking the examination. Failure to take and pass the examination during the first twelve (12) months of the disciplinary period shall constitute a violation of the Board Settlement Agreement.

II. GENERAL REQUIREMENTS

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

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

C. Licensee shall comply with all provisions of the Dental Practice Act, Chapter 332, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.

D. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain Licensee's license in a current and active state.

E. If at any time during the disciplinary period, Licensee removes himself from the state of Missouri, ceases to be currently licensed under provisions of Chapter 332, or fails to advise the Board of his current place of business and residence, the time of his absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 332.321.6, RSMo.

F. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of the Board Settlement Agreement.

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

H. The Board Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 332, RSMo, by Licensee not specifically mentioned in this document.



III. ADDITIONAL REQUIREMENTS

A. Licensee shall not allow his license to lapse.

B. Licensee shall notify, within 15 days of the effective date of the Board Settlement Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

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

27. The terms of the Board Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither the Board Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

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

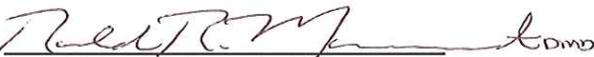
29. If no contested case has been filed against Licensee, Licensee has the right, either at the time the Board Settlement Agreement is signed by all parties or within fifteen days thereafter, to submit the Board Settlement Agreement to the Administrative Hearing Commission for determination that the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



the licensee. If Licensee desires the Administrative Hearing Commission to review the Board Settlement Agreement, Licensee may submit this request to: **Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.**

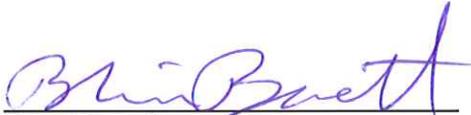
30. If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of act and conclusions of law stating that the facts agreed to by the parties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

LICENSEE


Ronald R. Mainhurst, D.M.D.

Date 7-29-12

BOARD


Brian Barnett,
Executive Director
Missouri Dental Board

Date 8/1/12

