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**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND MARK A. MCCLURE, D.D.S.**

MISSOURI DENTAL BOARD

Come now Mark A. McClure, 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 as a dentist 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, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo 2000.

Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into 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 013361 is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621, Cum. Supp. 2009 and Chapter 332, RSMo.

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 2000, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee Mark McClure, D.D.S. ("McClure") is licensed by the Board as a dentist, License No. 015307. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. On or about January 5, 2009, the Board received a complaint regarding Dr. McClure. The Complainant alleged that he received an overdose of nitrous oxide during an appointment with Dr. McClure such that he had to be transferred from Dr. McClure's office to St. Anthony's Medical Center by ambulance because he was experiencing heart complications. The Board authorized an investigation of the complaint.

4. The Board's investigation revealed:

- a. On or about August 26, 2008, Complainant had an appointment with Dr. McClure to have a crown placed on tooth number nineteen (19).
- b. Dr. McClure administered nitrous oxide to consciously sedate Complainant during the procedure. Dr. McClure informed Investigator Mark Dudenhoeffer that he used an ordinary dose when treating complainant.
- c. Complainant's chart states that after being administered the nitrous oxide, Complainant became "very relaxed to the point he became unresponsive." His chart then states the nitrous oxide was turned off and Complainant was given oxygen.
- d. Complainant's chart then states that when he was waking from the nitrous oxide, he was "feeling very numb in feet and hands as well as feeling dizzy and his heart felt like it was racing." Additionally, his blood pressure was taken twice. It read 150/92 and 137/82.
- e. Complainant's chart states that after approximately forty-five minutes of oxygen, complainant still felt the same way.
- f. Dr. McClure called 911 to take Complainant to the emergency room. Emergency Medical Services took Complainant to St. Anthony's Medical Center by ambulance.
- g. Complainant was treated at St. Anthony's Medical Center and released later in the day on August 26, 2008.

- h. Dr. McClure visited Complainant at St. Anthony's Medical Center on August 28, 2008 and informed him he would come back and pick him up after he was released as Complainant's car was at Dr. McClure's office.
- i. Dr. McClure failed to file a Patient Injury Form within thirty days after Complainant's hospitalization. Dr. McClure informed Investigator Dudenhoeffer he was not aware of the requirement in state regulation but would have filed the form if he had known.
- j. Dr. McClure informed Inspector Dudenhoeffer that Complainant had never reported having issues with nitrous oxide previously.
- k. Complainant was hospitalized again on September 2, 2008 at Missouri Baptist Medical Center for continued heart-related issues.
- l. Dr. McClure's equipment for administering nitrous oxide was in working order at all relevant times.

5. Regulation 20 CSR 2110-2.210(1) states, in pertinent part:

(1) A dentist who practices in this state shall submit a report to the board within thirty (30) days of any mortality or injury requiring hospitalization within the dentist's knowledge which occurs to a patient during or within twenty-four (24) hours of administration of local anesthesia, nitrous oxide inhalation analgesia, conscious sedation with parenteral or enteral drugs, deep sedating, or general anesthesia, while under the care of the dentist.

6. Dr. McClure's failure to file a Patient Injury Report within thirty (30) days of complainant's injury which resulted in being transported to Missouri Baptist Medical Center by ambulance and hospitalization at Missouri Baptist Medical Center violates Board regulation 20 CSR 2110-2.210(1).

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

...

(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[.]

Joint Agreed Disciplinary Order

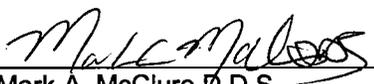
Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621.045.3, RSMo 2000:

1. The terms of discipline shall include that the dental license, license number 015307, be **CENSURED**.
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, 324, RSMo.
3. 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.
4. 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.
5. 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 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 this 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.

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

LICENSEE



Mark A. McClure D.D.S.

Date 4/15/2010

BOARD



Brian Barnett,
Executive Director
Missouri Dental Board

Date 4/20/10

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND MARK A. MCCLURE, D.D.S.**

Come now Mark A. McClure 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 the Licensee's license as a dentist 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, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo 2000.

Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into 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 015307, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621, Cum. Supp. 2005 and Chapter 332, RSMo.

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 2000, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee Mark A. McClure, D.D.S. is licensed by the Board as a dentist, License No. 015307. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. In the first six months of 2006, Licensee allowed dental assistants to administer nitrous oxide without certificates required by 4 CSR 110-2.120.

4. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(5), (6), (10), and (13) 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:

.....

(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;

.....

(10) Assisting or enabling any person to practice or offer to practice, by lack of supervision or in any other manner, any profession licensed or regulated by this chapter who is not registered and currently eligible to practice pursuant to this chapter;

.....

(13) Violation of any professional trust or confidence;

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 be placed on PROBATION for a period of two (2) years ("disciplinary period"). During Licensee's probation, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of this Settlement Agreement.

I. EDUCATIONAL REQUIREMENTS

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 he 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 disciplinary period shall constitute a violation of this Settlement Agreement.

II. EMPLOYEE AFFIDAVITS

A. Licensee shall provide the Board a list of all employees and their positions within the office not later than 30 days after the disciplinary period begins. Licensee shall provide the Board with an updated list not later than 30 days after any change in employees occurs. Licensee shall require all present and future employee hygienists to execute a notarized statement indicating he or she will not now or in the future administer nitrous oxide except and unless the provisions of 4 CSR 110-2.130 are met and adhered to. Licensee shall require all present and future employee assistants to execute a notarized statement indicating that her or she will not now or in the future administer nitrous oxide except and unless the provisions of 4 CSR 110-2.120. Licensee shall provide the Board with copies of all certificates obtained by employees allowing any employee to administer or monitor nitrous oxide. Licensee shall provide the Board with such copies of certificates within thirty (30) days of any employee receiving the same or any new employee having the same. Said notarized statements shall be executed and Licensee shall provide the same to the

Board not later than 30 days after the date the disciplinary period begins and not later than 30 days after any future employee begins assisting in Licensee's practice.

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 the provisions of Chapter 332, or fails to advise the Board of her 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. 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. 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.

4. 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.

LICENSEE AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE LINE

_____ REQUESTS

mm DOES NOT REQUEST

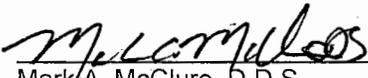
THE ADMINISTRATIVE HEARING COMMISSION TO DETERMINE IF THE FACTS SET FORTH HEREIN ARE GROUNDS FOR DISCIPLINING LICENSEE'S LICENSE AS A DENTIST.

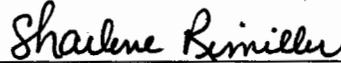
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If Licensee has not requested review by the Administrative Hearing Commission, the agreement goes in to effect 15 days after the document is signed by the Executive Director.

LICENSEE

BOARD

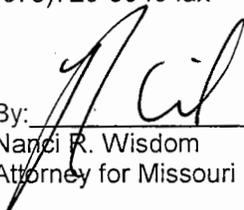

Mark A. McClure, D.D.S.


Sharlene Rimiller
Executive Director
Missouri Dental Board

Date 2/23/2007

Date 3-20-07

Nanci R. Wisdom, L.C.
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107 West Fourth Street
Salem, MO 65560
(573) 729-8630
(573)729-8640 fax

By: 
Nanci R. Wisdom #39359
Attorney for Missouri Dental Board

Date: 03-09-07