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SETTLEMENT AGREEMENT BETWEEN  
MISSOURI DENTAL BOARD AND  
OSWALD THOMAS, D.D.S.

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Comes now Oswald Thomas, 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 dental license number 014032 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, although Licensee does not admit to all of the factual allegations contained in this settlement agreement he understands that the Board has sufficient evidence and stipulates with the Board that his license, numbered 014032, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 332, RSMo.

#### ALLEGATIONS COMMON TO ALL COUNTS

1. The Board is an agency of the state of Missouri created and established pursuant to § 332.031, RSMo 2000, for the purpose of executing and enforcing the provisions of Chapter 332, RSMo.
2. Oswald Thomas, D.D.S. ("Licensee") is licensed by the Board as a dentist, License No. 014032. Licensee's Missouri license was at all times relevant herein, and is now, current and active.
3. On or about July 9, 2009, the Missouri Dental Board ("Board") filed a Complaint with the Administrative Hearing Commission alleging cause to discipline Oswald Thomas's dental license, Case No. 09-0970 DB.
4. The parties wish to resolve the AHC Case No. 09-0970 DB by way of this

Settlement Agreement.

4. Jurisdiction and venue are proper under sections 621.045 and 332.32, RSMo.

COUNT I

5. Paragraphs 1 through 4 are incorporated by reference.

6. In 2006, Dr. Thomas practiced dentistry at Mid-America Dental and Hearing Center in Mt. Vernon, Missouri. Dr. Thomas was an independent contractor at the dental office.

7. In January, 2006, Dr. Thomas sought treatment through the dental office's employee assistance center but could not maintain abstinence from cocaine.

8. From February 2007 to May 2008, Dr. Thomas attended treatment at Health Care Connections in Tampa, Florida ("HCC") for cocaine dependence. Following his discharge from HCC, Dr. Thomas joined the Board's Well-Being Committee for monitoring and relapse prevention.

9. Pursuant to § 195.017, RSMo 2000, cocaine is a controlled substance.

10. Dr. Thomas' conduct as alleged herein constitutes a violation of § 195.202.1, RSMo 2000, 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" and § 332.321.2(1) and (15).

11. Dr. Thomas' conduct as alleged in Count I constitutes incompetency.

misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions and duties of a dentist in violation of section 332.321.2(5), and (13), RSMo.

12. 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 Licensee to report to work and remain unimpaired and to follow all applicable state and federal laws and regulations pertaining to the practice of dentistry. Licensee's conduct as alleged herein violated his employers' and patients' professional trust and confidence.

13. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(1), (5), (13) 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:

(1) Use of any controlled substance, as defined in chapter 195, RSMo, or alcoholic beverage to an extent that usch 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.

**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:

The terms of discipline shall include that Licensee's dental license numbered 014032 be **SUSPENDED** for 90 days, beginning on June 1, 2012, during which Licensee is not allowed to engage in the practice of dentistry, followed by **PROBATION** for a period of five (5) years ("disciplinary period"). During the probationary period, 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 disciplinary period shall be:

- I. **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.

## 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 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 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 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.

### III. 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.

- D. 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 324, 332, 610, RSMo.
- E. 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.
- F. 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.
- G. 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.

- H. 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.
- I. 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.
- J. 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.**

K. 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

*Oswald Thomas, DDS*  
OSWALD THOMAS,  
D.D.S

*Brian Barnett*  
BRIAN BARNETT  
Executive Director  
Missouri Dental Board

5/14/12  
Date

5/16/12  
Date

*Audrey Hanson McIntosh*  
ATTORNEY FOR DR. THOMAS:

*Tina M. Crow Halcomb*  
ATTORNEY FOR THE BOARD:

5/14/2012  
Date

5/16/12  
Date

AUDREY HANSON MCINTOSH

TINA M. CROW HALCOMB

**SEPARATOR**

**PAGE**

2011-001789

**Dr. Thomas' license was reinstated  
on April 29, 2011. Total Suspension  
Time: 19 Days**



Jeremiah W. (Jay) Nixon  
Governor  
State of Missouri

Jane A. Rackers, Division Director  
DIVISION OF PROFESSIONAL REGISTRATION

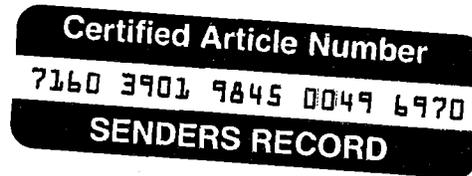
Department of Insurance  
Financial Institutions  
and Professional Registration  
John M. Huff, Director

MISSOURI DENTAL BOARD  
3605 Missouri Boulevard  
P.O. Box 1367  
Jefferson City, MO 65102-1367  
573-751-0040  
573-751-8216 FAX  
800-735-2966 TTY  
800-735-2466 Voice Relay Missouri  
dental@pr.mo.gov  
<http://www.pr.mo.gov>

Brian Barnett  
Executive Director

April 12, 2011

Oswald L. Thomas, D.D.S.  
Myrtle Hilliard Davis Comp. Hth Ctr  
5471 Dr. Martin Luther King Drive  
Saint Louis, MO 63112



Dear Dr. Thomas:

The Missouri Department of Revenue has notified this agency that despite notices of imminent suspension you are still not in compliance with section 324.010 RSMo., which requires the suspension of the professional license of individuals who have failed to file state tax returns and/or pay their state tax liabilities.

**By law, your license was suspended on April 10, 2011.**

The continued practice of your profession with a suspended license subjects you to criminal and administrative penalties. You must not practice your profession until **after** you receive a letter of compliance from the Department of Revenue **and complete our reinstatement requirements**. You must return your license to this office within ten days of the date this letter was mailed.

The first step to reinstate your license is to obtain a letter of tax compliance from the Department of Revenue. You can reach the Department of Revenue at (573)751-7200.

It is important to understand that the Missouri Dental Board has not been involved in this suspension process other than to send you notice that the Department of Revenue was going to suspend your license if you did not get into compliance with them. This agency cannot intervene with the Department of Revenue on your behalf. You must resolve your tax issues directly with the Department of Revenue.

Sincerely yours,

Executive Director