SETTLEMENT AGREEMENT BETWEEN THE MISSOURI STATE BOARD OF REGISTRATION FOR THE HEALING ARTS AND MARGARET M.J. DANCER, P.A.

Come now Margaret M.J. Dancer, P.A., (Licensee) and the State Board of Registration for the Healing Arts (the "Board") and enter into this Agreement for the purpose of resolving the question of whether Licensee's license as a physician assistant will be subject to discipline. The Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

1. Licensee acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to present evidence on her 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 her and, subsequently, the right to a disciplinary hearing before the Board at which time she may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against her license. Being aware of these rights provided her 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 her.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part III herein is based only on the Agreement set out in Parts I and II herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Board will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo 2008, as amended.

I. JOINT STIPULATION OF FACTS

Based on the foregoing, the Board and Licensee herein jointly stipulate to the following:

6. The State Board of Registration for the Healing Arts is an agency of the State of Missouri, created and established pursuant to §334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

7. The Licensee is licensed by the Board as a physician assistant, License Number 2006014627. This license was first issued on May 26, 2006. Licensee's license is current, and was current and active at all times relevant herein.

8. On or about December 4, 2009, an investigator from the Missouri Board of Pharmacy conducted a routine inspection of Randolph Drug Store in Maysville, Mo.

9. While reviewing the C-III to C-V prescription file, the investigator discovered multiple controlled substance prescriptions that were dispensed listed a physician assistant as the

prescriber. Licensee is that physician assistant and she practices at the Northwest Family Health, Inc.

10. Physician's assistants are not permitted by law to prescribe or have their name associated in any manner as a prescriber of any controlled substance.

11. The physician office was using pre-signed photocopied prescription blanks to fax prescriptions to the pharmacy.

12. Licensee signed her name to several prescriptions that either had a notation of "Dr. V" or "per Dr. Kiehl" following the directions for the medication.

13. Licensee authorized the refill of controlled substances by signing a refill authorization form from the pharmacy.

14. The Licensee's practices allowed for the misrepresentation that a physician assistant prescribed a controlled substance.

15. During the Board investigator's visit to the Maysville office he noted and advised Licensee that there was no sign or notice posted that a physician assistant was utilized at the office.

16. During the Board investigator's visit to the Stewartsville office he noted that there was no sign or notice posted that a physician assistant was utilized at the office.

II. JOINT CONCLUSIONS OF LAW

17. Cause exists to discipline Licensee's license pursuant to Section 334.100.2(4), (6), (12) and (13), RSMo, which state:

> 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 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:

. . . .

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter;

. . . .

(6) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

. . . .

(12) Failure to display a valid certificate or license if so required by this chapter or any rule promulgated pursuant to this chapter;

. . . .

(13) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

. . . .

18. The Licensee's conduct, as established by the foregoing facts, falls within the intendments of §334.100.2, RSMo.

19. Cause exists for the Board to take disciplinary action against the Licensee's license under §334.100.2, RSMo.

III. JOINT AGREEMENT ON DISCIPLINE

Based on 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 §621.110 RSMo 2008. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

20. License number 2006014627, issued by the Board to the Licensee is hereby PUBLICLY REPRIMANDED.

21. Licensee will ensure that the aforementioned requirements in procedure for prescribing controlled substances are followed and that she will in no way sign or have her name associated in any manner with the prescription of a controlled substance.

22. If the Licensee is licensed in other jurisdictions, then she shall notify, in writing, the medical licensing authorities of those jurisdictions, within fifteen (15) days of the effective date of this settlement agreement, of the Licensee's disciplinary status in Missouri. The Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority.

23. For purposes of this agreement, unless otherwise specified in this agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this agreement shall be forwarded to The State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

24. Upon the expiration of the disciplinary period, Licensee's license may be fully restored if all requirements of law have been satisfied; provided however, that in the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

25. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by the Licensee not specifically mentioned in this document.

26. No additional order shall be entered by this Board pursuant to the preceding paragraph of this agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this agreement occurred during the disciplinary period, the parties agree that 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, may impose further disciplinary action. The Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this agreement has occurred.

27. If the Board determines that the Licensee has violated a term or condition of the disciplinary period which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

28. The Licensee hereby waives and releases the Board, its 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 attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

LICENSEE

Margaret M.J. Dancer PA-C

Margaret M.J. Dancer, P.A., date 5/17/10

BOARD

Tina Steinman 5/18/10

Tina Steinman date

Glenn Bradford

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