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

Come now Thorras L. Crain, 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, 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 a preponderance of the 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 were 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 015042 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

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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 Thomas L. Crain, D.D.S. is licensed by the Board as a dentist, License No. 015042. Licensee’s Missouri license is current and active.

3. On or about March 2, 2016, the Board received a complaint from B.F., a pharmacist with Sun Fresh Pharmacy in Kansas City regarding Licensee. The complaint alleged that Licensee had been filling prescriptions at different pharmacies using Licensee’s name and other names.

4. As a part of the investigation into the complaint, the Board’s investigator performed a sweep of pharmacies around Licensee’s practice location to collect controlled substance profiles for Licensee’s prescriptions. The results of that sweep revealed Licensee had written multiple prescriptions for hydrocodone and other controlled substances for patients, D.K., T.M., A.M., a second patient A.M. and R.M. The sweep also revealed multiple prescriptions for hydrocodone written to Licensee and a family member by Licensee’s practice associate.

5. On or about April 20, 2016, the Board’s investigator interviewed Licensee at his practice location.

   a. During his interview, Licensee stated that his practice associate had written him the prescriptions for hydrocodone to treat licensee’s back pain and had written prescriptions for hydrocodone to Licensee’s family member for dental pain.

   b. Licensee stated that he treats patient D.K. once or twice a year and prescribes D.K. six months’ worth of hydrocodone at a time.

   c. Licensee stated that the multiple prescriptions for hydrocodone written to patient T.M. were to treat shoulder pain which was TMJ pain.

   d. Licensee stated that multiple prescriptions for hydrocodone written to the first patient with initials A.M. were to treat wisdom tooth pain.

   e. Licensee stated that multiple prescriptions for hydrocodone written to the second patient with initials A.M. were also to treat wisdom tooth pain.
Licensee stated that for patient R.M., he had prescribed her 20 tablets of 10mg Diazepam because she was always nervous and he was "trying to help her out".

Licensee stated that his treatment records for these patients were "not very good" and might not reflect these prescriptions or the treatments for which he prescribed the controlled substances.

The investigator's review of Licensee's treatment records for patients D.K., T.M. A.M., A.M. and R.M. revealed no indications of dental treatments corresponding with the controlled substance prescriptions identified in the pharmacy sweep.

On June 28, 2016, the Board received notification that Licensee had successfully completed treatment for alcohol and opioid use disorder.

During the Board's regularly scheduled October 2016 meeting, Licensee appeared before the Board along with his attorneys. Licensee stated that he had developed an addiction to alcohol and opioids and that he had diverted a majority of the questionable prescriptions identified in the pharmacy sweep for his personal use.

During his appearance before the Board, Licensee stated that in April 2016, after the Board's investigator had visited his office, he entered treatment voluntarily for his alcohol and opioid use. After completing that treatment, he had contacted and voluntarily joined the Missouri Dental Well Being Program (MDWBP). Upon the recommendation of the MDWBP he successfully completed additional alcohol and opioid treatment in Chicago, IL.

Licensee's actions as described above in paragraphs 3 through 9 constitute use of a controlled substance, as defined in chapter 195, RSMo, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of any profession licensed or regulated by this chapter for which the Board has authority to discipline Licensee's license.

Licensee's actions as described above in paragraphs 3 through 9 constitute incompetency and misconduct in the performance of, or relating to one's ability to perform the functions or duties of any profession licensed or regulated by this chapter for which the Board has authority to discipline Licensee's license.

Licensee's actions as described above in paragraphs 3 through 9 constitute violation of a professional trust or confidence, for which the Board has authority to discipline Licensee's license.
13. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(1), (5), 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:

(1) Use of any controlled substance, as defined in chapter 195, RSMo, or alcoholic beverage to an extent that such 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, or relating to one's ability to perform, the functions or duties of any profession licensed or regulated by 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:

14. The terms of discipline shall include that the dental license, license number 015042, 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 his Settlement Agreement.

I. WELLNESS REQUIREMENTS

A. During the disciplinary period, Licensee shall continue to participate in the Missouri Dental Well Being Committee ("Committee"). Licensee shall follow all recommendations of the Committee or the Committee Administrator with regards to counseling, evaluations, any treatment deemed necessary by an evaluation, and any follow-up care. Failure to fully participate in the Well Being Committee shall constitute a violation of this Agreement.

B. During the disciplinary period, Licensee shall, at Licensee's expense, submit to drug and/or alcohol 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
samples and shall cooperate fully and completely with the Board's designated representative in providing such samples. The presence of any controlled substance, any drug whatsoever for which Licensee does not hold a valid prescription or any alcohol in a drug screen shall constitute a violation of this Agreement.

II. EDUCATIONAL REQUIREMENTS

A. Licensee shall take and pass the Board's jurisprudence examination within twelve (12) months of this Agreement becoming effective. 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 this Agreement.

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 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, 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. 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.

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. 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.

18. 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.

19. 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 fact 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. If Licensee does not request review by the Administrative Hearing Commission, the settlement agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.

LICENSSEE

[Signature]

Thomas L. Crain, D.D.S.

Date 12/15/16

BOARD

[Signature]

Brian Barnett,
Executive Director
Missouri Dental Board

Date 12/23/2016