

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN DENTISTRY

_____)
In the matter of)
Dr. Richard M. Blasé)
License No. DN17007)
Expires March 31, 2016)
_____)

Docket Nos. DEN-2013-0200
DEN-2015-0016
DEN-2015-0053

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Dentistry (the "Board") and Dr. Richard M. Blasé, ("Licensee"), license no. DN17007 ("License"), hereby stipulate and agree the following information shall be entered into and become a permanent part of the Licensee's record maintained by the Board.

1. The Parties enter into this Consent Agreement for Voluntary Surrender ("Surrender Agreement") to resolve matters arising out of three complaints pending against the Licensee docketed at DEN-2013-0200, DEN-2015-0016 and DEN-2015-0053 (together, the "Complaints").
2. Licensee acknowledges there are sufficient facts to support the allegations set forth in each of the Complaints, providing grounds for the Board to take disciplinary action against his License pursuant to M.G.L. c. 112, § 61. In summary, the allegations that would be introduced at a hearing are:
 - a. **DEN-2013-0200**
Licensee violated 234 CMR 9.05(2), by violating 234 CMR 5.14(4) concerning the content and availability of patient records, where three written requests were made by Patient A's attorney between April 2012 and September 2012 for dental records and where records were not received by Patient A until May 2013;
 - b. Licensee violated 234 CMR 9.05(2), by violating Board regulations at 234 CMR 5.15(1) and (3)(d-g) concerning the content of patient records, by failing to: (a) obtain a signed HIPAA authorization for disclosure form; (b) document an intra-oral and extra-oral examination of the hard and soft tissue; (c) perform and/or document an initial oral cancer screening; (d) document written general informed consent; (e) document diagnoses or treatment plan(s), including details of proposed treatment and fees; and (f) maintain original radiographs in the patient record;

- c. Licensee violated M.G.L. c. 94C, §18(e), by failing to complete continuing education in effective pain management during the 2010-2012 renewal cycle;
 - d. Licensee violated 234 CMR 8.03(b) by failing to maintain certification in Basic Life Support (“BLS”) for the Healthcare Provider before renewing his License in 2012.
 - e. **DEN-2015-0016**
Licensee violated 234 CMR 9.05(2), by violating 234 CMR 5.14(4) concerning the availability of patient records, where five written requests were made by Patient B’s subsequent dentist between July 2014 and March 2015 for dental records and where records were not received until June 2015;
 - f. Licensee violated 234 CMR 9.05(2), by violating 234 CMR 5.14(3), by failing to maintain Patient B’s dental records between 2001 to 2010 when she was still an active patient;
 - g. Licensee violated 234 CMR 9.05(2), by violating Board regulations at 234 CMR 5.15(1) and (3)(d-g) concerning the content of patient records, by failing to: (a) obtain a signed HIPAA authorization for disclosure form; (b) maintain or provide a copy of Patient B’s medical and dental history forms; (c) obtain a written general informed consent form; (d) document dental charting; (e) document an intra-oral and extra-oral examination of the hard and soft tissue; (f) perform and/or document an initial oral cancer screening; (g) document diagnoses or treatment plan(s), including details of proposed treatment and fees; and (h) document specific problem and/or dental emergency, trauma, acute infection on multiple dates of service;
 - h. Licensee violated M.G.L. c. 112, § 51A and 234 CMR 8.02(1), by failing to complete 40 continuing education credits during the 2012-2014 licensing cycle in accordance with 234 CMR 8.01 *et seq.*; and
 - i. Licensee violated 234 CMR 8.03(b) by failing to maintain certification in BLS for the Healthcare Provider before renewing his License in March 2014.
 - j. **DEN-2015-0053**
Licensee violated M.G.L. c. 112, §61 and 234 CMR 9.05(14), where Licensee’s treatment of Patient B fell below the standard of care for restorations as evidenced by the subsequent dentist’s radiographs and treatment notes where: (1) left ill-fitting margins on #3 and #6 on a PFM bridge, (2) bridge from #7-9 mobile and post and core on #7 has been severed from the root, (3) fixed PFM bridge from #11-14 where #14 has recurrent decay and (4) a PFM bridge from #19-21 where the abutment on #21 is not seated completely.
3. Licensee admits such conduct constitutes gross misconduct within the meaning of M.G.L. c. 112, § 61 and acknowledges restrictions upon his License are warranted to protect the public health, safety and welfare.

4. As of the date of execution of the Surrender Agreement by the Board (“Effective Date”), the Licensee’s License shall be **VOLUNTARILY SURRENDERED** for a period no less than six months from the Effective Date, during which time Licensee shall not engage in any activity which constitutes the practice of dentistry, as described in M.G.L. c. 112, §§ 43-53, 61 and 234 CMR 2.00 *et seq.*
5. The Licensee may petition the Board in writing consistent with the requirements in 234 CMR 4.14 no earlier than 4 months after the Effective Date and provide proof to the Board’s satisfaction that he has completed the following requirements as a pre-condition to license reinstatement:
 - a. The Licensee shall successfully pass the *Massachusetts Dental Ethics and Jurisprudence Exam* and submit a copy of the completed exam answer sheet to the Board within thirty (30) days of the Effective Date;
 - b. Licensee shall take and successfully complete Board-approved continuing education in the following areas:
 - Radiation technics (6 hours)
 - Record Keeping (6 hours)
 - Risk Management (6 hours)
 - Ethics (6 hours)
 - (i) The course descriptions shall be submitted to the Board for pre-approval prior to taking the courses.
 - (ii) The courses shall be attended in person and not obtained through online learning or self-study;
 - (iii) The courses shall not be counted toward license renewal and must otherwise comply with 234 CMR 8.01 *et seq.*
 - c. The Licensee shall also provide proof of current certification in BLS for the Healthcare Provider or CPR/AED for the Healthcare Provider that includes a hands-on component;
 - d. The Licensee shall submit fifteen (15) continuing education credits to make up for the deficiency from the 2012-2014 licensing cycle consistent with the requirements at 234 CMR 8.01 *et seq.*;
 - e. The Licensee’s dental office shall be inspected by the Office of Public Protection at a mutually agreed upon date and time prior to License’s petition for reinstatement. If any deficiencies are found during such inspection, Licensee shall demonstrate proof of remediation to the Board’s satisfaction.

6. Upon signing the Surrender Agreement, Licensee shall notify in writing the Massachusetts Department of Public Health Controlled Substance Program and the United States Drug Enforcement Agency of the surrender of his prescribing privileges. A copy of said notification shall be provided to the Board with this signed Surrender Agreement.
7. Licensee shall inform and provide a copy of this Surrender Agreement to all jurisdictions in which he holds or has held a license to practice dentistry or any other professional license within 10 days of the Effective Date and provide the Board with a copy of said notification within 20 days of the Effective Date. If licensee is not licensed to practice dentistry or another profession in any other jurisdiction, he shall submit such attestation to the Board within 10 days of the Effective Date.
8. This Surrender Agreement and its contents shall be incorporated into the records maintained by the Board and is a public record within the meaning of M.G.L. c. 4, § 7 and is subject to disclosure to the public and equivalent state licensing boards.
9. The Board agrees in return for Licensee's execution of this Surrender Agreement, the Board will not advance the prosecution of the allegations in the Complaints. Board expressly reserves all other rights to take action consistent with its authority to protect the public health, safety and welfare, pursuant to M.G.L. c. 112, § 61.
10. The Licensee agrees his failure to accept and comply with the terms of the Surrender Agreement shall render Paragraph 9 ineffective and permit the Board to initiate formal adjudicatory action under the State Administrative Procedure Act, M.G.L. c. 30A and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.00 *et seq.*
11. The Licensee understands his action in entering into the Surrender Agreement is a final act and not subject to reconsideration, collateral attack or judicial review in any form or forum.
12. A waiver by the Board of any provision of the Surrender Agreement at any time shall not constitute a waiver of any other provision of the Surrender Agreement, nor shall it constitute a waiver by the Board of its right to enforce such provision at any future time.
13. Licensee has read and knowingly and voluntarily enters into this Surrender Agreement. Licensee states he has consulted legal counsel regarding the Surrender Agreement or, if Licensee did not consult legal counsel, he voluntarily waives his right to legal counsel.
14. The Licensee understands he has the right to a formal adjudicatory hearing concerning the allegations set forth in the Complaint. At a hearing he would have the right to confront and cross-examine witnesses, call witnesses, present evidence, testify on his own behalf, contest the allegations, present oral argument, seek judicial review and to all other rights set forth in the State Administrative Procedure Act, M.G.L. c. 30A and 801 CMR 1.00 *et seq.* By executing this Surrender Agreement, Licensee knowingly and voluntarily waives

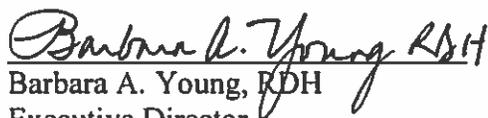
his right to a formal adjudicatory hearing and to all of the above-enumerated rights set forth in the State Administrative Procedure Act, M.G.L. c. 30A and 801 CMR 1.00 *et seq.*, except as provided in paragraph 10.

Licensee


Dr. Richard M. Blasé

Date Signed: 3-11-2016

Board of Registration in Dentistry


Barbara A. Young, RDH
Executive Director

Date Signed: 3/14/16

Effective Date: 3/30/16