

In The Matter Of:

CONSENT ORDER

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**IT IS, THEREFORE, ORDERED AS FOLLOWS:**

1. License number 5555 issued to Respondent for the practice of dentistry in North Carolina is hereby provisionally restored, for an indefinite period of time, upon the following probationary terms and conditions:

- (a) Respondent shall violate no provision of the Dental Practice Act or the Board's Rules;
- (b) Respondent shall neither direct nor permit any of his employees to violate any provision of the Dental Practice Act or the Board's Rules;
- (c) Respondent shall allow the Board or its authorized agent to inspect and observe his office, conduct random patient chart review, and interview his employees and co-workers at any time during regular office hours;
- (d) Respondent shall immediately, upon signing this Order, enter into a new contract with the North Carolina Caring Dental Professionals (CDP). The terms of the contract are at the sole discretion of the CDP. Respondent must comply with all provisions of that contract. Respondent shall sign a release with the Caring Dental Professionals permitting them to submit monthly reports to the Board regarding his progress in the program;

- (e) Respondent shall abide by all conditions of his contract with the North Carolina Caring Dental Professionals including, but not limited to the provisions listed in Attachment 1 of this Order. The CDP shall have the authority to make changes or amendments to Respondent's contract as deemed appropriate;
- (f) Respondent shall renew his contract in sufficient time prior to its expiration in order to provide continuous coverage. Respondent agrees that if at any time an assessment and/or inpatient treatment is recommended, he will abide by such recommendation and will not function as a dentist until released by the Board to do so;
- (g) Respondent shall, prior to returning to practice, make full restitution to the CDP for all legal expenses incurred by the CDP in the amount of \$9,968.33 through December 2003. These expenses are as a direct result of Respondent's complaints filed against its Executive Director by Respondent and three related individuals;
- (h) Respondent shall not possess or use any controlled substances, alcohol or any other mood altering substance unless prescribed for him in the usual course of professional treatment. Guidelines outlined in Respondent's Contract with the CDP will

be followed relative to prescription medication. Failure to do so will be considered a relapse.

2. If Respondent fails to comply with any provision of this Order or breaches any term or condition thereof, the provisional restoration of his license shall be rescinded and upon written demand, Respondent shall immediately surrender his license and current renewal certificate to the Board. This sanction shall be in addition to and not in lieu of any sanction the Board may impose as a result of future violations of the Dental Practice Act or of the Board's Rules.

This the 4 day of February, 2004.

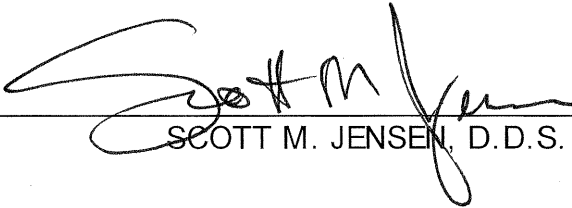
THE NORTH CAROLINA STATE  
BOARD OF DENTAL EXAMINERS

BY: Terry W. Friddle  
Terry W. Friddle  
Deputy Operations Officer

**STATEMENT OF CONSENT**

I, SCOTT M. JENSEN, D.D.S., do hereby certify that I have read the foregoing Consent Order in its entirety and that I do freely and voluntarily assent to the terms and conditions set forth therein.

This the 4<sup>th</sup> day of February, 2004.

  
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SCOTT M. JENSEN, D.D.S.

## **ATTACHMENT 1**

Dr. Scott Jensen, hereafter referred to as "participant", must execute the following Safety and Recovery Plan Addendum to his Agreement(s) in order to be readmitted to the NC Caring Dental Professionals. Additionally, all aspects of this plan and his Agreement(s) must be in place prior to his commencing to practice. In the event that Dr. Jensen agrees to said contract, he will also be required to sign a "fee" schedule Contract that is utilized by all participants in the CDP to facilitate quarterly monitoring fees.

### **SAFETY PLAN:**

The NCCDP Safety Committee will be involved in initial monitoring of the participant's office for medication storage, management and safe security for all drugs, including, but not limited to nitrous oxide and fentanyl. The Committee will consist of the Executive Director and a minimum of two peers, who are CDP volunteers and have specialties that utilize these types of medications.

The Committee will make an initial visit to the office prior to participant commencing to practice and will also make unannounced visits to be sure the office practices are on-going regarding medication safety requirements. The NC Board of Dental Examiners' investigator will make frequent "spot" check visits to the office as well.

1. All controlled substances will be under double lock and key in a narcotics safe that has two separate doors that must be unlocked in order to open the safe. Each lock must have its own separate key. The key to the outer door of the cabinet will be kept by one designated NC licensed CRNA (if participant has a DEA registration allowing him to administer narcotics) or by an approved licensed physician allowed to administered narcotics in participant's practice. The key to the inner door will be held by two of participant's assistants in the event one is ill. One of the above locks may be a combination. Said combination will be kept in a secure locked place agreed upon by the Committee. Participant will not have a key or the combination, and no knowledge of the combination or location of the key. (Note: wife, Rosalyn Harris-Offutt, or any other family member should not be the one holding any of these combinations or keys). Both the outer and inner doors must be locked at all times, except when obtaining narcotics.

No one person shall have possession or knowledge of the keys or combinations to both doors of the narcotics safe. This arrangement makes it necessary for two people to be present every time the safe is opened.

2. Schedule II narcotics will be kept in unit ampules not multi-use vials. Cylinders for nitrous oxide and/or any other inhalational gas used for analgesia/anesthesia, will be kept in a separate closet either outside or inside of the building. Two separate deadbolt locks will secure the outside closet door. The keys will be kept in a secure location and two different employees must be present to unlock access door(s) and to turn tanks on and off when not being used. Employees must document compliance of this control daily with signatures in a log designated "Inhalation Gas Control Log".
3. There is to be no after hours access to the nitrous or other medications by any staff member or participant.
4. Participant will not have access to the office after hours for any reason unless accompanied by staff.
5. All medication and Control logs will be available to the Executive Director, and the Committee at all times.
6. Prescription pads will be maintained in triplicate and serially numbered. One copy of the prescription will be maintained in the patient's chart, one copy in a separate folder in sequential order and one copy to patient.
7. Fentanyl and any other schedule II narcotics necessary for surgery will be ordered through a local pharmacy (name to be given to Committee) and picked up on the morning of the designated surgery by the CRNA. If for any reason the medication is not used that day, it will be secured in the narcotic safe by appropriate staff and so noted in the narcotics log.
8. No sample medications will be kept in the office for the duration of the 5-year Agreement(s).

**This safety plan may be amended at any time upon the sole discretion of the Executive Director and the Safety Committee.**

### RECOVERY PLAN:

1. Participant will be under two Agreements and will comply with all requirements of both Agreements. One will be for the Substance Dependence Addictions and one for the Psychosexual Addiction.
2. A monitoring plan developed by Dr. Amos, Delamo Hospital Treatment Team, and the CDP Executive Director will be in place prior to participant's commencing practice. This plan will include office safety issues with regard to the internet, patients (sedated or otherwise) and ongoing monitoring questionnaires to be completed by office staff relative to the psychosexual behaviors.
3. A sexual harassment policy will be in place in the office prior to commencing to practice.
4. The Executive Director will assign a Dental Peer Assistant. The participant will meet once per month personally with the Peer Assistant and will make weekly telephone contact with the peer assistant.
5. The CDP will have access to all of participant's counseling, treatment and medical records. **Those records currently being held by Rosalyn Harris Offut will be obtained by Dr. Jensen and forwarded to the CDP PRIOR to his commencing to practice again.**
6. Copies of any prescriptions currently being taken by participant will be forwarded to CDP and all guidelines and conditions for same outlined in his Agreement will be followed. Failure to do so will constitute a relapse.
7. For the first year of these Agreements, the participant will limit his practice to 28 hours per week in order to comply with the following meeting and counseling requirements. After the first year of the Agreement, work hours will be redefined based on compliance and recovery progress as determined by approved CDP therapists, peer assistant and CDP Executive Director.
8. The following meeting and counseling will be required for the first year of the Agreement and renegotiated at the end of the year by the treating CDP approved therapists and Executive Director, with final determination made by the Executive Director.



1. Four AA/NA meetings per week.
2. One SA meeting per week.
3. Individual Counseling 2x per month with Dr. Amos
4. Group Counseling weekly with Dr. Amos
5. Individual counseling for relapse prevention with Tammy Bell two times per month.
6. Professionals Group Therapy with Tammy Bell 1x per week.
7. Four Caduceus meetings per month. **(Note: A caduceus meeting may be substituted for one of the four AA/NA meetings per week. SA meeting may not be substituted.)**
8. Participant will be involved in random urine drug screens as determined by the Executive Director. Additional screens or various panels, hair samples, etc. may be requested at any time.
9. Participant shall be responsible for ensuring that written documentation of all meetings attended is forwarded to CDP monthly in addition to all other paperwork outlined in CDP Agreements and CDP Guidelines.
10. **Any missed, diluted or otherwise adulterated urine drug screens will be considered positive and indicative of relapse and participant will immediately return to inpatient treatment at a facility approved by the Executive Director.**
11. Participant will report any relapse immediately to the Caring Dental Professionals Executive Director and/or Clinical Coordinator and participant will immediately cease practice and self admit to a treatment center approved by the CDP.

*Participant will adhere to all requirements of his Agreements with the CDP and will not in any way discredit the CDP Program or its Executive Director to other participants, volunteers or like professionals and will openly support the endeavors of the CDP.*

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***PARTICIPANT***

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***Date***

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***Witness***

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***Date***

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***Executive Director***

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***Date***