

**BEFORE THE DENTAL BOARD
OF THE STATE OF IOWA**

IN THE MATTER OF:)	
SEAN T. SULLIVAN, D.D.S.)	
18625 Hoich Drive)	STIPULATED LICENSE
Omaha, NE 68136)	AGREEMENT
Iowa Dental License 08900)	
Respondent)	

COMES NOW the Iowa Dental Board (the Board), and Sean T. Sullivan, D.D.S. (Respondent), on March 2, 2012 and enter into the following Stipulated License Agreement.

1. On October 13, 2011, Respondent made application to the Iowa Dental Board for a dental license.
2. The Board reviewed the dental license application and concluded that Respondent has engaged in the following:
 - a. On April 1, 2010, Respondent self reported to the Nebraska Department of Health and Human Services, Nebraska Board of Dentistry that he was discharged from an inpatient treatment facility where he received a diagnosis of alcohol dependence.
 - b. A hearing before the Nebraska Department of Health and Human Services was held on November 30, 2011. The Nebraska Department determined that the Respondent was alcohol dependent, a ground for discipline. The Nebraska Department placed Respondent's Nebraska dental license on probation for a period of 2 years with certain terms and conditions, which are incorporated below.

3. The Board has the authority to deny an application for a license or registration on any grounds for which a license may be disciplined. Iowa Code Section 147.4. The Board has authority to discipline a license for disciplinary action taken by a licensing authority of another state. Iowa Code Section 153.34(11).

THEREFORE, IT IS HEREBY ORDERED that the Respondent's dental license shall be placed on probation for a period of two years effective the date of this Order, subject to the following terms and conditions:

SECTION I.

TERMS AND CONDITIONS

1. Respondent shall immediately comply and document successful compliance with all recommendations of the evaluating/treatment facility. Respondent shall comply with all treatment recommendations made by his chemical dependency treatment providers and his mental health treatment providers.
2. Respondent shall completely abstain from the personal use and possession of alcohol and all controlled substances or drugs in any form unless prescribed by a duly licensed and treating health care provider. The Respondent shall inform any treating health care provider of his prior chemical dependency prior to accepting any prescription drug.
3. Respondent shall report to the Board in writing within forty-eight (48) hours, any use of any prescription drugs. The report shall include the name and quantity of the prescription, the name and phone number of the prescribing health care provider, the reason for the prescription, and the name and telephone number of the pharmacy where the prescription was filled.

4. Respondent shall participate in the Board's random drug and alcohol screening program. Respondent agrees to submit to testing at the frequency rate determined by the Board. In addition, Respondent shall submit to unannounced random witnessed blood, urine, hair, or breath analysis samples on demand by an agent or designee of the Board. Respondent shall promptly pay all costs associated with all drug and alcohol screenings.
5. Respondent shall obtain and work with a local 12-step sponsor and attend meetings of Alcoholics Anonymous or Narcotics Anonymous at a frequency of one (1) meeting per week. Respondent shall document and submit written verification of meeting attendance at these meetings to the Board. Verification of meeting attendance requires the date, time, and location of the meeting along with a signature or initials of another person in attendance accompanied by a phone number at which the person can be reached for verification.
6. Respondent shall disclose to all current and future licensees, employers, and staff in his practice this Stipulated License Agreement. The Respondent shall report back to the Board with signed statements from all current and all future employers/employees within fourteen (14) days of the date of this Agreement and thereafter within fourteen (14) days of any new employment relationship, indicating that they have read this document.
7. Respondent shall submit the name of a practitioner or co-worker who regularly observes and/or supervises him in a practice setting to serve as his Worksite Monitor (WSM). The WSM is required to report to the Board any suspected impairment, inappropriate behavior, questionable dental practice, or professional misconduct. In addition, the WSM shall keep the Board apprised of any restriction in the scope of the Respondent's clinical privileges and changes thereof that were the result of or may be affected by the

Respondent's impairment. The WSM shall provide written quarterly reports to the Board prior to the first day of January, April, July, and October, of each calendar year during the probationary period.

8. Respondent shall sign releases to allow the Board to fully communicate with his treatment providers and worksite monitor.
9. Respondent shall remain in full compliance with all of the terms and conditions set forth in the February 9, 2012 Nebraska Findings of Fact, Conclusions of Law and Order.
10. Respondent shall be responsible for all costs associated with compliance with this agreement, and shall also be responsible for all costs incurred by the Board in the monitoring of this agreement to determine compliance. Respondent shall promptly remit three hundred (\$300.00) dollars on or before the first day of January, April, July, and October, of each calendar year for monitoring costs.
11. Respondent shall fully cooperate with the Board to determine compliance with this Agreement.
12. Periods of residence or practice outside of the state of Iowa shall not apply to the duration of this Order unless Respondent obtains prior written approval from the Board. Periods in which Respondent does not practice dentistry and/or fails to comply with the terms established in this Order shall not apply to the duration of this Order unless Respondent obtains prior written approval from the Board. Notice of any change of residence must be provided to the Board within fourteen (14) days of the change.
13. Respondent acknowledges that he has read in its entirety the foregoing Stipulated License Agreement and that he understands its content and that he executed the Agreement freely and voluntarily.

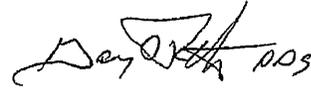
14. Respondent acknowledges that he has the right to be represented by counsel in this matter.
15. Respondent understands that this Agreement is a public record and is therefore subject to inspection and copying by members of the public.
16. Respondent acknowledges that no member of the Board, nor any employee, nor attorney for the Board, has coerced, intimidated, or pressured him in any way whatsoever to execute this Agreement.
17. This License Agreement is subject to approval of the Board. If the Board fails to approve this License Agreement, it shall be of no force or effect to either party.
18. The Board's approval of this License Agreement shall constitute a **Final Order** of the Board.
19. Respondent shall fully and promptly comply with all Orders of the Board and the statutes and rules regulating the practice of dentistry in Iowa. Any violation of this Agreement is grounds for formal disciplinary action, upon notice and opportunity for hearing, for failure to comply with an Order of the Board, in accordance with Iowa Code Section 272C.3(2)(a)(2011).

This Stipulated License Agreement is voluntarily submitted on this 19TH day of MARCH, 2012.


Sean T. Sullivan, D.D.S.
Respondent

This Stipulated License Agreement is accepted by the Iowa Dental Board on this 2nd day

of March, 2012.

A handwritten signature in black ink, appearing to read "Gary D. Roth" followed by a date "003".

Gary D. Roth, D.D.S.
Chairperson
Iowa Dental Board

cc: Theresa O'Connell Weeg
Sara Scott
Assistant Attorneys General
Office of the Attorney General
Hoover State Office Building
Des Moines, IA 50319

