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SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND HESHUN SHAWN CHEN, D.D.S.

MISSOURI DENTAL BOARD

Come now Heshun Shawn Chen, 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,¹ 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 competent and substantial 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 was 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 2007033356 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

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, Heshun Shawn Chen, D.D.S., is licensed by the Board as a dentist, License No. 2007033356. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. On or about May 1, 2012, Licensee entered into a Stipulation (Washington Stipulation) with the State of Washington, Department of Health, Dental Quality Assurance Commission (Washington Commission) which required Licensee to reimburse the Washington Commission \$3,000 for its costs associated with the matter and complete seventeen hours of continuing education in the areas of endodontics and infection control within one year of the effective date of the Stipulation. The parties entered into the Stipulation as a result of a complaint alleging that Licensee performed a root canal on a patient in November 2010 below the standard of care and failed to maintain a current spore test log when inspected in August 2011.

4. As a result of the discipline by the Washington Commission, on or about August 2, 2012, Licensee entered into a Stipulation and Final Agency Order with the Kansas Dental Board. The Kansas Dental Board determined that Licensee's actions in Washington regarding treatment below the standard of care and failure to maintain a spore test log would constitute bases for the discipline of his Kansas dental license. Accordingly, on August 31, 2012, the Kansas Dental Board entered its Final Order granting Licensee a Kansas dental license and requiring Licensee to comply with the requirements of the Washington Stipulation as well as the Kansas Dental Act, the Kansas Board's rules and regulations and all state and federal laws relating to Kansas dentists.

5. Licensee's actions as described above in paragraphs 3 and 4 constitute disciplinary action against Licensee by another state for actions which would be subject to discipline in Missouri in that Licensee's actions constitute incompetency or 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 and a failure to protect against infectious disease for which discipline of Licensee's Missouri license is appropriate.



6. Cause exists for the Board to take disciplinary action against Licensee's license under

§ 332.321.2(8), 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:

...

(8) Disciplinary action against the holder of a license or other right to practice any profession regulated by this chapter imposed by another state, province, territory, federal agency or country upon grounds for which discipline is authorized in this state[.]

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:

7. The terms of discipline shall include that Licensee's dental license, license number 2007033356, be **CENSURED**.

8. 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, 324, RSMo.

9. 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.

10. 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.

11. 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.

12. 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 act 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.

LICENSEE

Heshun S Chen DDS
Heshun Shawn Chen, D.D.S.

Date 7/18/13.

BOARD

Brian Barnett
Brian Barnett,
Executive Director
Missouri Dental Board

Date 7/24/13

