

**BEFORE THE MISSOURI DENTAL BOARD
STATE OF MISSOURI**

MISSOURI DENTAL BOARD)	
)	
Petitioner,)	
)	
v.)	Nos. 2010-001633
)	2006-000195
)	
ARTIS L. CLARK, D.D.S)	
)	
Respondent.)	

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND DISCIPLINARY ORDER**

At its scheduled meeting on October 21, 2011 at approximately 10:00 a.m., and pursuant to notice, the Missouri Dental Board (Board) took up the probation violation complaint alleging that Artis L. Clark, D.D.S. (Licensee) has failed to comply with the terms of his probation.

The Board appeared at the hearing through Attorney Tina Crow Halcomb, Attorney at Law. Licensee was present at the hearing but was not represented by counsel. Division of Professional Registration Legal Counsel Sarah Ledgerwood served as the Board’s legal advisor at the hearing, during deliberations, and in the preparation of this order.

Findings of Fact

1. The Board is an agency of the state of Missouri created and established pursuant to § 332.021, RSMo Cum. Supp. 2010, for the purpose of licensing all persons engaged in the practice of dentistry in this state. The Board has control and supervision of the licensed occupations and enforcement of the terms and provisions of Chapter 332, RSMo (as amended).

2. Licensee holds dentist license number 012971 issued by the Board. Licensee's license was current and active at all relevant times. Licensee's license is currently on probation.
3. Licensee entered into a settlement agreement with the Board. The Settlement Agreement placed Licensee's license on probation for a period of five years, effective July 3, 2007 (disciplinary period).
4. During the disciplinary period, Licensee was entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided that Licensee adhered to all of the terms and conditions of the Settlement Agreement.
5. The Settlement Agreement required that Licensee 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. Page 4, paragraph III.D.
6. On April 2, 2010, the Board received a complaint regarding Licensee from D.G. D.G. alleged that the upper bridge Licensee placed for him fell out after only four weeks, that Licensee instructed D.G. to secure the bridge with super glue which caused a gum infection and that Licensee filed D.G.'s permanent teeth down so far that they would need to be extracted and replaced with surgical implants because no additional work was possible on his natural teeth as a result of Licensee filing them. D.G. also stated that he consulted another dentist who stated it would cost over \$23,000.00 to repair Licensee's work on D.G.
7. At the October 21, 2011 hearing, the Board offered five exhibits into the record: Exhibit 1: D.G.'s patient record; Exhibit 2: D.G.'s complaint; Exhibit 3:

photographs of D.G.'s dental work; Exhibit 4: a letter from D.G. along with additional records; and Exhibit 5: the certified records of D.G.'s subsequent treating dentist.

Licensee did not object to the entry of the exhibits into the record. The Board admitted all five exhibits of the Board's exhibits into the record. Licensee offered one exhibit, Exhibit A: his position statement on the use of super glue in dental work, into the record. Counsel for the Board did not object and the Board accepted Exhibit A into the record.

8. In Exhibit 4, D.G. provided the Board with some additional information regarding his dental treatment. He stated that "every crown and bridge that Dr. Clark performed on me failed. In my upper top jaw I have only one solid tooth and I believe it is the one that he has not touched." D.G. also stated that Licensee "did not offer any alternative treatment plan[s]" to the "many failed procedures" and therefore D.G. trusted Licensee. D.G. also stated the failed work has caused him ongoing pain and made it difficult to do his job which involved speaking and lecturing "100% of the time." D.G. stated that after using denture adhesive for months to hold together a broken bridge, Licensee took him to a hardware store to try and obtain something that would bond metal to metal on the bridge. Finally, D.G. stated that Licensee told him to use super glue to help the bridge stay in his mouth.

9. In Exhibit 5, D.G.'s subsequent treating dentist estimated six to eight months to complete the treatment for D.G. at a cost of almost \$24,000.00.

10. In Exhibit A, Licensee's position statement on the use of super glue, Licensee states that the use of super glue is not recommended for dental work and can be harmful to the patient and his or her teeth.

11. Licensee testified at the October 21, 2011 hearing. During the October 21, 2011 hearing, Licensee referenced his previous appearance before the Board. Licensee appeared before the Board at its regularly scheduled meeting on July 28, 2011. During the July 28, 2011 appearance, Licensee described D.G.'s treatment and his problems with the bridge work.

12. At the October 21, 2011 hearing, Licensee stated that he did not advise D.G. to use super glue to repair the bridge but that D.G. had used super glue and he had to remove it from his teeth. Licensee testified that he told D.G. he could use super glue only to adhere a piece of porcelain to another piece of porcelain. Licensee testified that D.G. used the super glue to cement the bridge to his teeth and as a result, his teeth denatured to such a degree, that is why he had to file them down so far to be able to make his bridge. Licensee stated that D.G. neglected his teeth which resulted in many of the problems with his dental work.

Conclusions of Law

13. The Board has jurisdiction in this proceeding, pursuant to the Settlement Agreement, page 4 paragraphs III.H. and I., to determine whether Licensee has violated the terms and conditions of the Settlement Agreement.

14. The Board also has jurisdiction pursuant to § 324.042, RSMo to determine whether Licensee has violated the terms and conditions of the Settlement Agreement.

Section 324.042, RSMo states, in pertinent part:

Any board, commission, or committee within the division of professional registration may impose additional discipline when it finds after hearing that a licensee, registrant, or permittee has violated any disciplinary terms previously imposed or agreed to pursuant to settlement. The board, commission, or committee may

impose as additional discipline, any discipline it would be authorized to impose in an initial disciplinary hearing.

11. The Board also has jurisdiction pursuant to regulation 20 CSR 2110-2.160(7) to determine if Licensee has violated the terms and conditions of the Settlement Agreement. 20 CSR 2110-2.160(7) states, in pertinent part:

(7) Any violation of a probationary agreement shall constitute grounds for the Missouri Dental Board to impose a further period of probation, a period of suspension, or to revoke the licensee's certificate of registration, license to practice dentistry, or both.

13. Licensee's violation, providing dental care below the standard of care, as described in paragraphs 6 through 12 above, gives cause for the Board to impose further discipline upon Licensee's dental license pursuant to the Settlement Agreement, § 324.042, RSMo, and 20 CSR 2110-2.160(7).

Decision and Order

It is the decision of the Board that Licensee has violated the terms of the Settlement Agreement, and that his license is, therefore, subject to further disciplinary action.

The Board orders that the dental license of Dr. Artis L. Clark, DDS, license number 012971, shall be **SUSPENDED** for a period of **thirty (30) days** during which time Licensee's probation shall be tolled. Licensee's **SUSPENSION** shall be effective **ten (10) days following the date of this Order**. Following the **thirty (30) day suspension**, Licensee's license shall then immediately return to being on **PROBATION** for the remainder of the five (5) years ordered in the 2007 Settlement Agreement. The period of probation shall now end August 21, 2012. During the aforementioned

probation, Licensee shall be entitled to practice as a licensed dentist subject to the following terms and conditions.

SPECIFIC REQUIREMENTS

- A. Education. Licensee shall complete sixty (60) hours of education in the areas of treatment planning, diagnosis, soft tissue management, and removable prosthodontics as well as hands-on manikin-based crown and bridge preparation at Oral Health Enrichment in Cleveland, Ohio prior to March 31, 2012. Following completion of the sixty (60) hours of education at Oral Health Enrichment, Licensee shall take and pass a written outcome assessment test on the education with a score of at least 80% on or before March 31, 2012. Failure to timely complete the education and timely pass the written outcome assessment test on the education on or before March 31, 2012 shall constitute a violation of this Order.

- B. Monitoring. Following successful completion of the 60 hours of education in at Oral Health Enrichment and successful completion of a written outcome assessment test on the education, Licensee shall be monitored by Affiliated Monitoring. Licensee shall enter into the contract with Affiliated Monitoring within 10 days of the completion of the education described in paragraph B above.
 - i. Licensee agrees to contract with Affiliated Monitors, Inc. for ten (10) days of in-office practice monitoring in the area of infection control, manual skills, prosthetic techniques and soft tissue maintenance. The 10 visits shall be conducted after licensee enters into a contract with Affiliated Monitors, Inc and prior to August 1, 2012. As part of that contract, Licensee shall have an evaluator who is approved by the Board. The monitoring shall be random and subject to the following requirements:
 - 1. Prior to establishing a contract with the evaluator, Licensee must provide the evaluator with a copy of this Settlement Agreement. Licensee shall execute any and all releases or authorizations for the evaluator to provide the Board with copies of all written monitoring reports. Such releases or authorizations shall also authorize the Board to communicate with the evaluator about Licensee's needs, performance and progress.
 - 2. Licensee is responsible for all costs associated with and pursuant to the contract agreement with the evaluator, including but not limited to, monitoring evaluations, preparing reports, and complying with the evaluator's recommendations.

3. Licensee shall arrange for the evaluator to submit to the Board a written report of the on-site observations, patient record evaluations, and any compliance recommendations made by the evaluator. Licensee shall comply with the evaluator's recommendations and submit a written report to the Board explaining the changes Licensee has made in his dental practice. Failure to follow all recommendations made by the evaluator shall constitute a violation of this order.

II. 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 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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 Order.
- G. If Licensee fails to comply with the terms of this Order, in any respect, the Board may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation).

- H. This Order 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.

III. ADDITIONAL REQUIREMENTS

- A. Licensee shall not allow his license to lapse.
- B. Licensee shall notify, within 15 days of the effective date of this Order, 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.

This Order will be maintained as an open record of the Board as provided in Chapters 332, 610, 324, RSMo.

SO ORDERED this 8th day of November, 2011.

MISSOURI DENTAL BOARD



Brian Barnett,
Executive Director

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND ARTIS L. CLARK, D.D.S.**

MISSOURI DENTAL BOARD

Come now Artis L. Clark 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 2000, 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 2000.

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 012971, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621, Cum. Supp. 2005 and Chapter 332, RSMo.

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 2000, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee Artis L. Clark, D.D.S. is licensed by the Board as a dentist, License No. 012971. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. On or about November 23, 2005, Licensee pled guilty to the charge of Failure to Account for and Pay Over Employee Taxes in violation of 26 U.S.C. 7202 in the United States District Court for the Western District of Missouri. Licensee was sentenced on July 17, 1006.

4. Licensee failed to account for and pay over employee taxes from his dental practice.

5. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(2), (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:

....

(2) The person has been finally adjudicated or found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution pursuant to the laws of any state or of the United States, for any offense reasonable related to the qualifications, functions or duties of any profession licensed or regulated pursuant to this chapter, for any offense an essential element of which is fraud, dishonesty or an act of violence, or any offense involving moral turpitude, whether or not sentence is imposed.

....

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of 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 2000:

1. The terms of discipline shall include that Licensee's dental license 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 this Settlement Agreement.

I. EDUCATIONAL REQUIREMENTS

A. Licensee shall take the continuing education course in ethics sponsored by the University of Missouri-Kansas City or its equivalent. This continuing education shall be in addition to the continuing education required by law for licensure renewal by the Board. This course must be taken within the first twelve (12) months of Licensee's disciplinary period. Licensee shall provide the Board with proof of attendance from the sponsor of the program no later than thirty (30) days after attending the course. Failure to obtain the required additional continuing education hours and/or submit the required documentation to the Board will result in a violation of the terms of discipline.

B. Licensee shall take and pass the Board's designated jurisprudence examination within six (6) months of the start of the disciplinary period. 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 he 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 disciplinary period shall constitute a violation of this Order.

II. CONTROLLED SUBSTANCES AND DRUG SCREENS

A. Licensee shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician. Licensee shall provide a copy of any prescription for controlled substance to the Board within ten (10) days of receiving the same.

B. During the disciplinary period, Licensee shall, at Licensee's cost, submit to biological testing as required by the Board. Licensee shall, upon demand and without delay, allow 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 whatsoever in a biological sample for which Licensee does not hold a valid prescription shall constitute a violation of Licensee's discipline.

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 the provisions of Chapter 332, or fails to advise the Board of her 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. The terms of discipline apply even if Licensee places his license on inactive status.
- C. 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.

2. 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, 620, RSMo.

3. 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.

4. 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.

LICENSEE AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE LINE

_____ REQUESTS
ARC DOES NOT REQUEST

THE ADMINISTRATIVE HEARING COMMISSION TO DETERMINE IF THE FACTS SET FORTH HEREIN ARE GROUNDS FOR DISCIPLINING LICENSEE'S LICENSE AS A DENTIST.

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 has not requested review by the Administrative Hearing Commission, the agreement goes in to effect 15 days after the document is signed by the Executive Director.

LICENSEE



Artis L. Clark, D.D.S.

Date 2/22/07

BOARD



Sharlene Rimiller
Executive Director
Missouri Dental Board

Date 6-18-07

Nanci R. Wisdom, L.C.
P.O. Box 983
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(573)729-8640 fax

By: 

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Attorney for Missouri Dental Board

Date: 02-27-07

2011-00779



Jeremiah W. (Jay) Nixon
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Brian Barnett
Executive Director

April 12, 2011

Artis L. Clark, D.D.S.
P.O. Box 16073
Kansas City, MO 64112

Certified Article Number

7160 3901 9845 0049 7038

SENDERS RECORD

Dear Dr. Clark:

The Missouri Department of Revenue has notified this agency that despite notices of imminent suspension you are still not in compliance with section 324.010 RSMo., which requires the suspension of the professional license of individuals who have failed to file state tax returns and/or pay their state tax liabilities.

By law, your license was suspended on April 10, 2011.

The continued practice of your profession with a suspended license subjects you to criminal and administrative penalties. You must not practice your profession until **after** you receive a letter of compliance from the Department of Revenue **and complete our reinstatement requirements**. You must return your license to this office within ten days of the date this letter was mailed.

The first step to reinstate your license is to obtain a letter of tax compliance from the Department of Revenue. You can reach the Department of Revenue at (573)751-7200.

It is important to understand that the Missouri Dental Board has not been involved in this suspension process other than to send you notice that the Department of Revenue was going to suspend your license if you did not get into compliance with them. This agency cannot intervene with the Department of Revenue on your behalf. You must resolve your tax issues directly with the Department of Revenue.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Brian Barnett".

Executive Director