

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND DUANE DILWORTH, D.D.S.**

Comes now Duane Dilworth, D.D.S. ("Licensee or Dr. Black") and the Missouri Dental Board ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license to practice dentistry will be subject to additional discipline.

Pursuant to the terms of § 324.042, Cum. Supp. 2008, the parties hereto waive the right to a hearing by the Missouri Dental Board regarding whether there is cause to impose additional discipline on Licensee's license.

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 concerning the charges pending against him and, subsequently, 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 probation violation complaint and other documents relied upon by the Board in determining there was cause to impose additional discipline on his license, along with citations to the terms and conditions and the 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 014675 is subject to additional disciplinary action by the Board in accordance with the provisions of Chapter 324, as amended and Chapter 332, RSMo.

JOINT STIPULATION OF FACTS AND CONCLUSIONS OF LAW

1. Petitioner, the Missouri Dental Board ("Board") is an agency of the State of Missouri created and established pursuant to Section 332.021, RSMo¹ for the purpose of executing and enforcing the provisions of Chapter 332, RSMo.

2. Respondent, Duane A. Dilworth, D.D.S., (Dr. Dilworth) holds dentist license number 014675 issued by the Board. This license was current and active at all times relevant.

3. Dr. Dilworth and the Board entered into a "Settlement Agreement Between Missouri Dental Board And Samuel Dilworth, D.D.S." (the "Settlement Agreement").

4. The Settlement Agreement went into effect, by its own terms, on May 7, 2008.

5. The Settlement Agreement placed Dr. Dilworth's license on probation for 1 year, subject to certain terms and conditions.

6. By the terms of the Settlement Agreement, Dr. Dilworth's dentist license is currently on probation.

¹ All statutory references are to the Revised Statutes of Missouri (2000) as amended, unless otherwise indicated.

7. The Settlement Agreement requires Dr. Dilworth take and pass the Board's jurisprudence examination within the first nine (9) months of the effective date of the Settlement Agreement.

8. The effective date of the Settlement Agreement was May 7, 2008.

9. Dr. Dilworth failed to take and pass the Board's jurisprudence examination within the first nine months of the effective date of the Settlement Agreement.

10. Dr. Dilworth violated the terms and conditions of his probation.

11. This violation gives cause for the Board to impose further Discipline upon Licensee's dental license pursuant to the Settlement Agreement which authorizes the Board to order such further or additional discipline as the Board deems appropriate if Dr. Dilworth violates any term or condition of his probation.

12. Jurisdiction and venue are proper pursuant to Section 332.031, RSMo.

13. There is cause to impose further discipline on the dentist license held by Dr. Dilworth due to violations of the Settlement Agreement.

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 § 324.042, as amended.

1. Licensee's license to practice dentistry in the State of Missouri, License No. 014675 is immediately **placed on PROBATION for a period of THREE (3) years**, ("disciplinary period"). During the disciplinary period, Respondent shall be allowed to practice dentistry under Chapter 332,

RSMo, provided he adheres to all of the terms of this Agreement. The terms of discipline shall be as follows:

I. REQUIREMENTS REGARDING CONTINUING EDUCATION

Ethics Course

- 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.

Jurisprudence Exam

- 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 Licensee 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 first six (6) months of the disciplinary period shall constitute a violation of this Agreement.

Continuing Education Hours

- C. Licensee shall complete one hundred (100) in-classroom continuing education hours in general education.
- D. All continuing education hours shall be completed in the first six (6) months of the disciplinary period.
- E. These hours are in addition to those hours required by law for renewal and must be in-classroom/out of office hours. NO correspondence or internet courses will be accepted by the Board. These additional continuing education hours cannot carry over into the next reporting period. Licensee shall provide the Board with proof of attendance of the continuing education hours no later than thirty (30) days after attending the course. Failure to attend the required continuing education programs and/or submit the required documentation to the Board will be a violation of the terms of 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.
- F. 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.
- G. 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.
- H. 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 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 § 332.321.9, RSMo.
- I. 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.
- J. 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 revocation.
- K. 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. Upon the expiration of said discipline, Licensee's license to practice dentistry in Missouri shall be fully restored if all other requirements of law have been satisfied; provided however, that in the event the Board determines that the Licensee has violated any term or condition of this Settlement Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline the Licensee.
 4. No order shall be entered by the Board pursuant to the preceding paragraph of this Settlement Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.
 5. The parties agree that no further discipline shall be imposed against Licensee for acts which occurred prior to October 19, 2007 relating to the delegation of duties to dental assistants and/or expanded function dental assistants.

6. If the Board determines that Licensee has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held to determine whether a violation occurred and, if so, it may impose further discipline. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

7. 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.

8. 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.

9. Licensee understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen (15) days thereafter, submit the Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit his request to: **Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P. O. Box 1557, Jefferson City, Missouri 65101.**

10. If Licensee requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Executive Director of the Board.

LICENSEE

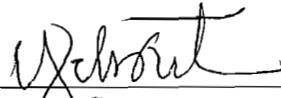

DUANE DILWORTH, D.D.S.

BOARD


BRIAN BARNETT
Executive Director
Missouri Dental Board

Date May 18, 2009

Date 5/28/09


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