

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND BRADLEY D. GRAF, D.D.S.**

Come now Bradley D. Graf, 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 015895 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 Bradley D. Graf, D.D.S. is licensed by the Board as a dentist, License No. 015895. Licensee's Missouri license expired on November 30, 2010 due to non-renewal.

3. On or about November 18, 2011, the Board received a complaint from J.G. The complaint alleged that Licensee had been taking "meth" for the past four years. J.G. stated that on November 17, 2011, Licensee was treated and released at Cox North Hospital. The complaint stated that Licensee had almost all of his dental equipment seized by the Internal Revenue Service for non-payment of his taxes but that he was trying to get enough equipment to be able to practice. The complaint stated that Licensee needs professional help.

4. On or about November 30, 2011, Board Investigator Kevin Davidson travelled to Springfield to Licensee's office. Licensee's office had black plastic placed over the inside of the front door. There was no answer when Investigator Davidson knocked. As Licensee's office was in a strip mall, Investigator Davidson went to the store next door to Licensee's office. Investigator Davidson spoke with one of the owners who stated that "You and everybody else" were looking for Licensee. She stated numerous patients came into her store and asked what happened to Licensee. The patients stated they had appointments with him. She stated the week before trucks took away office furniture including tables, chairs and file cabinets. She stated the office was empty now and the landlord was looking for him because he had not paid his rent. She stated she saw him one time and he appeared to be high.

5. Investigator Davidson then went back next door after Licensee had arrived. Licensee acknowledged that he was having some issues affecting his ability to practice. He stated he got behind on his taxes, his house payments and "everything else." He stated the power company cut off the power at work and at home. He stated the IRS took his equipment because he had not set up a payment plan with them. He stated he was working with someone to try and get enough equipment to practice. Investigator Davidson stated that even if he had equipment, he could not practice because his dental license was expired. Licensee stated he knew it was expired because he did not have the required continuing education to renew it. Licensee stated



he had rescheduled all his appointments with current patients. He stated he was not sure he should say anything when Investigator Davidson asked if he was using drugs but then stated he "had done some illegal drugs." He stated it was over 30 days ago. He stated he did not have an addiction.

6. On or about December 14, 2011, the Board received notification from the Missouri Medicaid Audit and Compliance Unit of the Missouri Department of Social Services that Licensee received an overpayment of approximately \$4,600 for submitting and being paid for claims after his dental license expired.

7. On or about December 15, 2011, Investigator Davidson travelled to Springfield to meet with Licensee again. Licensee stated he wanted to complete his continuing education and get his license renewed. He stated he had proven to the Board that he was not impaired with the one urinalysis test he provided in November. He stated he had talked with the Missouri Well Being Program administrator who called him after J.G. made contact with her and the Board. He stated he used stimulants, including methamphetamine and the last time he used it was October 2011. He stated he had used it for about six months. He stated he could work longer without getting tired when he used it. Licensee stated he would be willing to get an evaluation to demonstrate he was fit to practice. Licensee telephoned the Florida Recovery Center with Investigator Davidson. Licensee stated in the conversation with the Florida Recovery Center that he had done some methamphetamine. Licensee set up an appointment for January 2, 2012.

8. On or about January 3, 2012, Licensee was admitted to University of Florida, Florida Recovery Center. The Florida Recovery Center completed an evaluation of Licensee between January 3 and January 10, 2012. The Missouri Well Being Program referred Licensee to the Florida Recovery Center due to possible substance abuse disorder and Licensee's ability to practice dentistry in a safe manner. The Florida Recovery Center determined that Licensee was methamphetamine dependent, had a mood disorder and alcohol abuse rather than dependence. The Florida Recovery Center determined that Licensee was not safe to practice dentistry at that time without attending treatment. The Florida Recovery Center determined that Licensee used approximately one gram of methamphetamine per week by snorting it and the most he ever used in a day was ¼ to ½ a gram. Licensee acknowledged during his evaluation at the Florida Recovery Center that he would stay up for excessive periods of time and he enjoyed the high, euphoria and energy he had from using the drug. He acknowledged that he would go to work at the dental practice after only sleeping 1-2 hours but denied ever using methamphetamine in the practice. He stated he would schedule patients secondary to his use of



methamphetamine. Following the evaluation, Licensee chose to leave the Florida Recovery Center and was unable to acknowledge his need for treatment at that time.

9. On January 13, 2012, Investigator Davidson met with Licensee in Springfield. Licensee stated he was willing to get additional treatment but he wanted to do so on an out-patient basis. He stated he would not be in "this situation" if J.G. had not made a complaint to the Board. He stated he "should have lied" when Investigator Davidson asked him about the drug use.

10. On or about March 8, 2012, the Kansas Dental Board entered an Emergency Agency Order suspending Licensee's Kansas license to practice dentistry. The Kansas Dental Board entered the Emergency Agency Order because Licensee's "continuation in the practice of dentistry would constitute an immediate danger to the public health, safety or welfare" as a result of Licensee's impairment issues, as described above.

11. On or about June 29, 2012, the Kansas Dental Board entered its Final Agency Order. The Order revoked Licensee's Kansas license to practice dentistry. The Kansas Dental Board revoked Licensee's Kansas license because Licensee provided false responses on his application to renew his Kansas license. Licensee falsely stated he had not been found guilty or pled no contest to a felony or misdemeanor, that he did not suffer from any impairment that would affect his ability to safely practice, and that he was not under investigation by any other state licensing board. The Kansas Dental Board also revoked his Kansas license as a result of his "habitual[] use[] [of] intoxicants or drugs which have rendered him unfit for the practice of dentistry in the State of Kansas."

12. On or about July 12, 2012, the Missouri Department of Social Services, Missouri Medicaid Audit and Compliance Division provided the Board with its Investigation Report (Medicaid Report) involving Licensee. The Medicaid Report determined that Licensee billed Medicaid and received payments totaling \$4,568 for services he provided between December 2010 and September 2011 when his license was expired. The Medicaid Report determined that Licensee actually provided the services but he was not licensed at the time. The Medicaid Report stated the matter would be referred to the Medicaid Fraud Control Unit within the Missouri Attorney General's Office to collect the overpayment.

13. On or about July 25, 2012, Licensee entered an Alford Plea to the class A misdemeanor of domestic assault in the third degree in the Circuit Court of Greene County, Missouri, case number 1231-CR01369. The Court placed Licensee on two years unsupervised probation. The Court ordered Licensee to



attend the Domestic Violence/Hit No More Program and complete it prior to January 25, 2013. The Court also ordered Licensee pay costs and fees and have no contact with the victim of the assault.

14. On or about August 2, 2012, Licensee was admitted into in-patient treatment at the Palmetto Addiction Recovery Center. Prior to his treatment, Licensee underwent a physical examination, addiction medicine assessment, psychiatric evaluation, laboratory testing and psychological testing/evaluation July 10-12, 2012. The doctors at Palmetto Addiction Recovery Center diagnosed Licensee as having amphetamine and nicotine dependence and alcohol abuse. Licensee completed his stay on October 31, 2012. Palmetto Addiction Recovery Center determined, after his stay, that Licensee was fit to practice once he entered into a monitoring contract with the Missouri Dental Well Being Program and got his license reinstated. They also made eight recommendations for Licensee's continued recovery: 1) sign and follow a 5 year monitoring contract with the Missouri Dental Well Being Program; 2) attend 90 AA meetings in the next 90 days and acquire an AA home group. Attend a minimum of two AA meetings per week for the duration of his monitoring contract; 3) attend weekly aftercare meetings for the next 2 years. This should be at either the Center for Addictions, 1423 Jefferson Street, Springfield, Missouri or Sigma House, 800 Park Avenue, Springfield, Missouri; 4) Attend weekly Caduceus Meetings for the duration of his monitoring contract; 5) acquire an AA sponsor and begin working the 12 Steps of Alcoholics Anonymous from the beginning, in a timely fashion, under the direction of a sponsor. Make a minimum of 4 contacts per week with an AA sponsor; 6) do marital counseling at Springfield Marriage and Family Institute, 3734 South Avenue C, Springfield, Missouri. Frequency and duration to be determined by therapist; 7) do individual counseling with W.K. Boyce, LPC, MMFT, for a minimum of 24 sessions during his first year of counseling. Future counseling to be determined by therapist; and 8) return to Palmetto quarterly for the following 12 months for mirroring in Small Group and attendance in Professionals Group. Small group begins at 10:30 a.m. and Professionals Group begins at 2:45 p.m. Make an appointment to see Dr. Colauca or Dr. Weiss in 3 months and then quarterly for a minimum of 12 months for follow up and medication management.

15. Licensee appeared before the Board during its regularly scheduled Board meeting on April 18, 2013. During the appearance, Licensee stated that he practiced from November 30, 2010 through September or October 2011 without a license because he had not completed his required continuing education hours and did not want to submit his renewal without completing them or lie on the application and state he had. He stated



he knew his license was expired. As to the recommendations from Palmetto Addiction Recovery Center, Licensee stated he had obtained an AA sponsor and he did attend 90 AA meetings but not in 90 consecutive days. He stated he did not attend any meetings between April 1 and April 11, 2013 because he was working 12-hour days cleaning houses and his family needed the income. He stated he had not done family or individual counseling because he did not have the money to do so. He stated he had not returned to the Palmetto Recovery Center, per their recommendation, because he did not have the money to do so. He stated he attended monthly Caduceus meetings but did not attend one in April. He stated he went to aftercare once but the doctor at Sigma House Recovery Center stated he did not need to go back. He stated he owed Missouri Medicaid \$4,000 and it was his plan to repay that once he obtained his license and employment. He stated that as to the assault charge, he was angry at J.G. for making the complaint to the Board and so he went to talk to him and they ended up in an altercation.

16. Section 332.081.1, RSMo, states, in relevant part:

No person or other entity shall practice dentistry in Missouri or provide dental services as defined in section 332.071 unless and until the board has issued to the person a certificate certifying that the person has been duly registered as a dentist in Missouri[.]

17. Section 332.181, RSMo, states, in relevant part:

1. No person shall engage in the practice of dentistry in Missouri without having first secured a license as provided for in this chapter.

...

2. All persons once licensed to practice dentistry in Missouri shall renew his or her license to practice dentistry on or before the license renewal date and shall display his or her license for each current licensing period in the office in which he or she practice.

18. Licensee's actions as described in paragraphs 3 through 15 above constitute use of any controlled substance to an extent that such use impairs a person's ability to perform the work of a licensed dentist for which the Board has authority to discipline Licensee's license.

19. Licensee's actions as described in paragraphs 3 through 15 above constitute a plea of guilty to a crime an essential element of which is an act of violence for which the Board has authority to discipline Licensee's license.

20. Licensee's actions as described above in paragraphs 3 through 15 constitute incompetency and 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 in that Licensee practiced in an impaired state and Licensee knowingly practiced without a current and active dental license for which the Board has authority to discipline Licensee's license.

21. Licensee's actions as described above in paragraphs 3 through 15 constitute violation of a provision of Chapter 332, RSMo, as stated in paragraphs 16-17 above, for which the Board has authority to discipline Licensee's license.

22. Licensee's actions as described above in paragraphs 3 through 15 constitute impersonation of a person holding a license to practice dentistry, for which the Board has authority to discipline Licensee's license.

23. Licensee's actions as described above in paragraphs 3 through 15 constitute discipline by the State of Kansas Dental Board upon grounds which constitute cause for discipline in this state, for which the Board has authority to discipline Licensee's license.

24. Licensee's actions as described above in paragraphs 3 through 15 constitute violation of a professional trust or confidence, for which the Board has authority to discipline Licensee's license.

25. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(1), (2), (5), (6), (7), (8) 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:

(1) Use of any controlled substance, as defined in chapter 195, RSMo, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of any profession licensed or regulated by this chapter;

(2) The person has been finally adjudicated and 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 reasonably 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, dishonest 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, or relating



to one's ability to perform, the functions or duties of any profession licensed or regulated by this chapter;

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or any lawful rule or regulation adopted pursuant to this chapter;

(7) Impersonation of any person holding a permit or license or allowing any person to use his or her permit, license or diploma from any school;

(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;

...

(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:

26. The terms of discipline shall include that the dental license, license number 015895, 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 his Settlement Agreement.

I. EMPLOYMENT REQUIREMENTS

- A. During the disciplinary period, Licensee shall not own or operate a solo or private dental practice. Licensee shall only practice dentistry as an employee and shall not be involved in the billing, bookkeeping, or management of a dental practice. This provision does not prohibit Licensee from providing contract dental services.
- B. Prior to returning to the practice of dentistry, Licensee shall submit to the Board for its prior approval a notice of his intent to return to the practice of dentistry. The notice shall include an explanation of the location where Licensee intends to practice and the names of his potential employers and other licensed dentists working at that location. Should the Board grant approval, Licensee shall keep the Board apprised of any change in this information. In the event that Licensee ceases to be employed at the approved location, Licensee shall seek Board approval before commencing employment with another employer.

II. WELLNESS REQUIREMENTS



- A. During the disciplinary period, Licensee shall continue to participate in the Missouri Dental Well Being Committee ("Committee"). Licensee shall follow all recommendations of the Committee or the Committee Administrator with regards to counseling, evaluations, any treatment deemed necessary by an evaluation, and any follow-up care. Failure to fully participate in the Well Being Committee shall constitute a violation of this Agreement.

- B. During the disciplinary period, Licensee shall, at Licensee's expense, submit to drug screens as required by the Board. Licensee shall, upon demand and without delay, provide a biological sample to the Board's designated representative, including allowing the Board's designated representative to obtain witnessed biological fluid samples and shall cooperate fully and completely with the Board's designated representative in providing such samples. The presence of any controlled substance, or any drug whatsoever in a drug screen for which Licensee does not hold a valid prescription shall constitute a violation of this Agreement.

- C. During the disciplinary period, Licensee shall continue to adhere to all recommendations made by Dr. John R. Colaluca, D.O., of the Palmetto Addiction Recovery Center in its October 31, 2012 discharge statement. For those recommendations Licensee has already begun, Licensee shall continue to follow and participate in what he has started. For those he has yet to begin, Licensee shall begin following those recommendations within thirty (30) days of the date of this Agreement. Those recommendations state that Licensee shall:
 - a. Sign and follow a 5 year monitoring contract with the Missouri Dental Well Being Program.
 - b. Attend 90 AA meetings in the next 90 days and acquire an AA home group. Attend a minimum of two AA meetings per week for the duration of his monitoring contract.
 - c. Attend weekly aftercare meetings for the next 2 years. This should be at either the Center for Addictions, 1423 Jefferson Street, Springfield, Missouri or Sigma House, 800 Park Avenue, Springfield, Missouri.
 - d. Attend weekly Caduceus Meetings for the duration of his monitoring contract.
 - e. Acquire an AA sponsor and begin working the 12 Steps of Alcoholics Anonymous from the beginning, in a timely fashion, under the direction of a sponsor. Make a minimum of 4 contacts per week with an AA sponsor.
 - f. Do marital counseling at Springfield Marriage and Family Institute, 3734 South Avenue C, Springfield, Missouri. Frequency and duration to be determined by therapist.
 - g. Do individual counseling with W.K. Boyce, LPC, MMFT, for a minimum of 24 sessions during his first year of counseling. Future counseling to be determined by therapist.
 - h. Return to Palmetto quarterly for the following 12 months for mirroring in Small Group and attendance in Professionals Group. Small group begins at 10:30 a.m. and Professionals Group begins at 2:45 p.m. Make an appointment to see Dr. Colaluca or Dr. Weiss in 3 months and then quarterly for a minimum of 12 months for follow up and medication management.

III. EDUCATIONAL REQUIREMENTS

- A. Licensee shall take and pass the Board's jurisprudence examination within twelve (12) months of this Agreement becoming effective. Licensee shall contact the Board office to request a current law packed 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 twelve (12) months of the disciplinary period shall constitute a violation of this Agreement.

IV. 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 Settlement Agreement.
- G. 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).
- H. 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.

V. ADDITIONAL REQUIREMENTS

- A. Licensee shall not allow his license to lapse.
- B. 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.

27. 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 and 324, RSMo.



28. 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.

29. 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.

30. 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.

31. 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

Bradley D. Graf D.D.S.

Bradley D. Graf, D.D.S.

Date 5-8-13

BOARD

Brian Barnett

Brian Barnett,
Executive Director
Missouri Dental Board

Date 5/14/13

