

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND ZAHRA A. HUQ, D.M.D.**

Come now Zahra A. Huq, D.M.D. ("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 she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to present evidence on her 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 her and, subsequently, the right to a disciplinary hearing before the Board at which time she may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against her license. Being aware of these rights provided her 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 her.

Licensee acknowledges that she has received a copy of the draft complaint, the investigative report, and other documents relied upon by the Board in determining there was cause to discipline her license.

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 013864, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 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 Zahra A. Huq, D.M.D. is licensed by the Board as a Dentist, License No. 013864. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. Pursuant to § 332.181, RSMo 2000 and 20 CSR 2110-2.240 (2), every Board licensee is required to obtain fifty (50) hours of continuing educational programs during the two-year period immediately preceding the renewal period to renew his or her license.

4. On Licensee's 2006-2008 renewal application Licensee swore and affirmed under penalty of law that she completed fifty (50) hours of Board-approved continuing education during the period of December 1, 2004, through November 30, 2006.

5. The Board renewed Licensee's license based on Licensee's representations in paragraph 4 above.

6. On or about March 13, 2007, the Board audited Licensee's continuing education hours pursuant to 20 CSR 2110-2.240 (2) (A), which states in pertinent part:

The board may conduct an audit of licensees to verify compliance with the continuing education requirement. Licensees shall assist the board in its audit by providing timely and complete responses to the board's inquiries.

7. Licensee failed to submit adequate documentation for fifty (50) hours of continuing education for the December 1, 2004 through November 30, 2006 period.

8. Licensee has a duty to maintain full and complete records of all approved continuing education credits earned pursuant to and as defined by 20 CSR 2110-2.240 (2) (A), which states in pertinent part:

Each licensee shall retain records documenting his/her completion of the required hours of continuing education for a minimum of six (6) years after the reporting period in which the continuing education was completed. The records shall document the licensee's attendance at the continuing education course

including, but not limited to, retaining the titles of the courses taken, dates, locations, receipts, course sponsors, agendas and number of hours earned.

9. Licensee's failure to obtain the required fifty (50) continuing education credits is a violation of Section 332.181 and of Regulation 20 CSR 2110-2.240 (2).

10. Pursuant to Regulation 20 CSR 2110-2.240 (5), "a violation of any provision of this rule shall be deemed by the board to constitute misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional, or any combination of these, in the performance of the functions, duties, or both, of a dentist or a dental hygienist, depending on the licensee's conduct."

11. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(3), (5), and (6), 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:

....

(3) Use of fraud, deception, misrepresentation or bribery in securing any certificate of registration or authority, permit or license issued pursuant to this chapter or in obtaining permission to take any examination given or required pursuant to this chapter;

....

(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;

....

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

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 the dental license be placed on PROBATION for a period of one (1) year ("disciplinary period"). During Licensee's probation, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided she adheres to all of the terms of this Settlement Agreement.

I. EDUCATIONAL REQUIREMENTS

- A. Licensee shall make up the eight (8) approved continuing education hours that she was delinquent within the first nine (9) months of the effective date of this Agreement.
- B. Licensee shall earn an additional eight (8) hours of approved continuing education within the first nine (9) months of the effective date of this Agreement.
- C. These hours that need to be made up and the additional hours are in addition to those hours required by law for renewal and must be classroom/out of office hours (NO correspondence or internet courses). These additional continuing education hours cannot carry over into the next reporting period.
- D. Licensee shall take and pass the Board's jurisprudence examination within the first nine (9) months of the effective date of this Agreement.
- E. 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 result in a violation of the terms of discipline.

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 submit reports to the Missouri Dental Board, P.O. Box 1367, Jefferson City, Missouri 65102, stating truthfully whether she has complied with all the terms and conditions of this Settlement Agreement by no later than January 1 and July 1 during the year of the disciplinary period.
- C. Licensee shall keep the Board apprised of her current home and work addresses and telephone numbers. Licensee shall inform the Board within ten (10) 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 her 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 herself 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 her 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 her 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.

- 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.

III. ADDITIONAL REQUIREMENTS

- A. Licensee shall not allow her license to lapse.
- B. The terms of discipline apply even if Licensee places her license on inactive status.
- C. Licensee shall notify, within fifteen (15) days of the effective date of this Settlement Agreement, all hospitals, nursing homes, outpatient 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 her heirs and assigns, and her 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**

JA _____ **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 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.

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

LICENSEE

Zahra A. Hug, D.M.D.

Date 1/18/08

BOARD

Brian Barnett
Brian Barnett
Executive Director
Missouri Dental Board

Date 2/13/08

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(573) 729-8630
(573) 729-8640 fax

By: Brandi Baird
Brandi Baird #56257
Attorney for Missouri Dental Board

Date: 1/11/2008

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
DENTAL BOARD AND ZAHRA A. HUQ, D.M.D.**

COME NOW the licensee, Zahra A. Huq, D.M.D. ("Licensee"), and the Missouri Dental Board ("Board") and enter in to 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 Supp. 1997, the parties hereto waive the right to a hearing of the issues stipulated in this Agreement by the Administrative Hearing Commission ("AHC") of the state of Missouri and, additionally, the right to disciplinary hearing before the Board under §621.110, RSMo 1994, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Licensee acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to present evidence on her 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 her; the right to a ruling on questions of law by an Administrative Hearing Commissioner; and, subsequently, the right to a disciplinary hearing before the Board at which time she may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against her license. Being aware of these rights

provided her by operation of law, Zahra A. Huq, D.M.D., 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 her.

Licensee acknowledges that she has received a copy of the complaint filed with the Board, investigative report, and other documents relied upon by the Board in determining there was cause for discipline against her license. Licensee acknowledges that the Board and its attorney followed the procedures enumerated in Section 621.045, RSMo Supp. 1997, including but not limited to:

- (1) providing Licensee with a written description of the specific conduct for which discipline is sought, and a citation to the law and rules violated, together with copies of any documents which are the basis thereof;
- (2) waiting to offer a settlement proposal to Licensee until more than thirty (30) days after providing the above-mentioned description, citation, and documents;
- (3) allowing Licensee at least sixty (60) days from the date of mailing to consider the Board's initial settlement offer and discuss the terms of such settlement offer with the Board;
- (4) advising Licensee that Licensee 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 to the settlement constitute grounds for denying or disciplining the license of Licensee;

- (5) advising Licensee that Licensee has the right to consult an attorney at Licensee's own expense in any contact pursuant to Section 621.045.3 by the Board or its counsel.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this agreement are true and stipulates with the Board that Licensee's license as a dentist, number 013864, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 332, RSMo 1994, Dentistry.

JOINT STIPULATION OF FACT

1. The Missouri Dental Board ("Board") is an agency of the state of Missouri created and established pursuant to Section 332.021 RSMo 1994, for the purposes of administering and enforcing the provisions of Chapter 332, RSMo, Dentistry.

2. Licensee is licensed by the Board as a dentist, license number 013864. Licensee's license to practice dentistry is now, and was at all times stated herein, current and active.

3. Between January 31, 1991 and March 3, 1994, Licensee treated a patient named Rose Gregory.

4. With regard to the treatment of Rose Gregory, Licensee:

- a) Left open margins on teeth numbers 6, 8, 9, and 11 when placing a six unit anterior porcelain to metal fixed bridge;
- b) Placed pontics on teeth numbers 7 and 10 that were too large;

- c) Failed to place filling material in tooth number 15 when performing a root canal on said tooth;
 - d) Over-prepared teeth supporting a bridge resulting in nerve damage to teeth numbers 6 and 11;
 - e) Failed to diagnose the existence of advanced dental decay, periodontal disease and mutilated occlusion
5. Between March 19, 1992 and March 22, 1993, Licensee treated a patient named Milton Jackson.
6. With regard to the treatment of Milton Jackson, Licensee:
- a) Failed to diagnose advanced periodontal disease on teeth supporting a six-unit bridge;
 - b) Placed a six-unit bridge using teeth as support that suffered from advanced periodontal disease;
 - c) Placed margins of a six-unit bridge above the gingiva which was the direct and proximate cause of additional decay around teeth supporting the bridge;
 - d) Failed to take radiographs sufficient to diagnose patient's dental conditions;
 - e) Failed to perform a periodontal exam;
 - f) Failed to diagnose mutilated occlusion.
7. Between May 14, 1994 and March 27, 1997, Licensee treated a patient named Carolyn Curry.
8. With regard to the treatment of Carolyn Curry, Licensee:
- a) Extended the root canal filling on tooth number 7 three millimeters beyond the end of the tooth;
 - b) Failed to diagnose complex dental disease;

c) Failed to diagnose mutilated occlusion.

9. Between January 7, 1992 and November 24, 1992, Licensee treated a patient named Marie Franklin.

10. With regard to the treatment of Marie Franklin, Licensee:

a) Failed to clean canals on tooth number 32 which was the direct and proximate cause of an infection in said tooth.

11. Between September 14, 1995 and May 23, 1996, Licensee treated a patient named Lorraine Hamilton.

12. With regard to the treatment of Lorraine Hamilton, Licensee:

a) Failed to obtain adequate radiographs to diagnose the dental conditions of this patient;

b) Failed to diagnose advanced periodontal disease and occlusal conditions

JOINT CONCLUSIONS OF LAW

13. Section 332.321.2, in relevant part, provides that Petitioner may discipline a license to practice dentistry and certificate of registration for the following reasons:

...(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.

...(13) Violation of any professional trust or confidence.

14. The conduct of Respondent, as alleged herein, constitutes incompetency, gross negligence and a violation of professional trust and confidence.

JOINT AGREED DISCIPLINARY ORDER

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under authority of §621.045.3, RSMo Supp. 1997.

1. Licensee's license to practice dentistry shall be placed on probation for a period of five (5) years ("period of probation"). During the period of probation ("disciplinary period"), Licensee shall timely renew her license, timely pay all fees required for licensure and comply with all other Board requirements necessary to maintain her license in a current and active state. During the period of probation, Licensee shall be entitled to practice dentistry in the state of Missouri, provided she adheres to all the terms of this agreement.

2. During the period of probation, Licensee shall keep the Missouri Dental Board apprised at all times in writing of her current home and work addresses and telephone numbers at each place of employment. Licensee shall notify the Board within ten (10) days of any change in this information.

3. During the period of probation, Licensee shall comply with all provisions of Chapter 332, RSMo, all rules and regulations of the Missouri Dental Board, and all federal and state laws, rules and regulations. "State" here includes the state of Missouri and all other states and territories of the Unites States.

4. During the period of probation, Licensee shall appear before the Board or one of its representatives for a personal interview upon the Board's request.

5. Pursuant to section 332.321.6, RSMo 1994, if at any time during the period of probation Licensee removes herself from the state of Missouri, ceases to be currently licensed under the provisions of Chapter 332, or fails to keep the Missouri Dental Board advised of her current place of business and residence, the time of her absence, or unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed.

6. During the period of probation, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor her compliance with the terms and conditions of this agreement.

7. During the period of probation, Licensee shall be required to complete, in addition to the continuing education required by statute and rules promulgated thereto, fifty (50) hours of continuing education in diagnosis and treatment planning courses whose sponsors are Board approved. Licensee shall complete at least twenty-five (25) hours of this additionally required continuing education within the first year of the disciplinary period. Licensee shall have completed the entire fifty (50) hours of additionally required continuing education within the first two (2) years of the disciplinary period. The continuing education courses must be provided by Missouri Dental Board approved sponsors. 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.

8. The parties to this Settlement Agreement understand that the Board will maintain this Agreement as an open and public record of the Board as provided in Chapters 332, 610 and 620, RSMo.

9. Upon the expiration and successful completion of the disciplinary period, Licensee's license to practice dentistry in the State of Missouri, shall be fully restored if all other requirements of law have been satisfied; provided, however, that in the event the Board determines that Licensee has violated any term or condition of this 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 Licensee.

10. No order shall be entered by the Board pursuant to the preceding paragraph of this agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

11. If the Board determines that Licensee has violated a term or condition of this agreement, which violation would also be actionable in a proceeding before the AHC or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this agreement in its determination of appropriate legal actions concerning such violation.

12. In consideration of the foregoing, the parties consent to this Settlement Agreement and Waiver of Hearing Before the AHC and the Board based upon the facts stipulated in this Agreement.

13. **ZAHRA A. HUQ, D.M.D., AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE LINE**

_____ **REQUESTS**

ZAH _____ **DOES NOT REQUEST**

THE AHC TO DETERMINE IF THE FACTS SET FORTH HEREIN ARE GROUNDS FOR DISCIPLINING LICENSEE'S LICENSE AS A DENTIST IN THE STATE OF MISSOURI.

14. If Licensee has requested review, Licensee and the Board jointly request that the AHC 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 AHC determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

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

16. Licensee, together with her heirs and assigns, and her attorneys, does hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former 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 attorneys fees and expenses, including any claims pursuant to Section 536.087,

RSMo, or any claim arising under 42 United States Code 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 its settlement. Licensee acknowledges that this paragraph is severable from remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law or administrative tribunal deems this Agreement or any portion thereof void or unenforceable.

LICENSEE

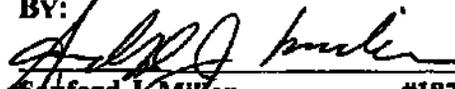


ZAHRA A. HUQ, D.M.D.

4/28/02

DATE

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5/3/02

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MISSOURI DENTAL BOARD

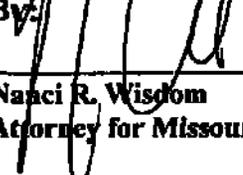


SHARLENE RIMILLER
EXECUTIVE DIRECTOR
MISSOURI DENTAL BOARD

May 13, 2002

DATE

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