

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND BARRY MEADOR, D.D.S.**

Comes now Barry Meador, 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 to practice 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 011240, 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. Barry Meador ("Licensee") is licensed by the Board as a dentist, License No. 011240. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. At all times relevant herein, Licensee was employed as a dentist by the Missouri Department of Corrections, Western Regional Reception and Diagnostic Center. Licensee was terminated from the Missouri Department of Corrections after being arrested for his fourth charge of Driving While Intoxicated in St. Joseph, Missouri.

4. On or about October 30, 2007, Licensee self-reported suffering from alcohol dependency for the past ten years. Licensee consumed up to six drinks per night; his drink of choice was vodka.

5. On October 30, 2007, Licensee submitted to a urine drug screen; the results were positive for alcohol.

6. On November 5, 2007, Licensee voluntarily sought treatment for alcohol dependency at Healthcare Connections in Tampa, Florida. Licensee was successfully discharged on December 21, 2007 with the following recommendations:

- A. Attend 90 community-based recovery meetings (ANNA) within 90 days;
- B. Follow up with physician Merlin Brown, MD;
- C. Comply with all requirements of the Missouri Well-Being Program;
- D. Obtain Bill Fricke, D.D.S. as mentor and companion to attend AA meetings.

7. To-date, Licensee has failed to comply with any of the discharge recommendations from Healthcare Connections.

8. Licensee continues to consume alcohol. On April 18, 2008, Licensee submitted to a urine drug screen; the results were positive for alcohol.

9. Licensee's conduct as referenced herein constitutes the use of an alcoholic beverage to an extent that such use impaired his ability to perform the work of a dentist in violation of § 332.321.2(1), RSMo.

10. Licensee's conduct constitutes misconduct and incompetency in the performance of his functions and duties as a dentist in violation of § 332.321.2(5), RSMo.

11. At the time of the events alleged herein, Licensee had formed a relationship of professional trust and confidence with his employer in that his employer relied upon the professional expertise of Licensee to ensure that when Licensee reported for work, he was not under the influence of alcohol or other drugs of abuse that would impair his ability to perform the work of a dentist.

12. Licensee's conduct as alleged herein violated his employer's professional trust and confidence.

13. Licensee's conduct as referenced herein constitutes a violation of §332.321.2(20), RSMo.

14. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(1), (5), (13), and (20) 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 her 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;

(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;

....

(20) Being unable to practice as a dentist, specialist or hygienist with reasonable skill and safety to patients by reasons of professional incompetency, or because of illness, drunkenness, excessive use of drugs, narcotics, chemicals, or as a result of any mental or physical condition.

....

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. Licensee's license numbered 011240 is immediately VOLUNTARILY SURRENDERED in lieu of disciplinary action. Licensee shall not reapply for licensure for a period of one year following the effective date of this Settlement Agreement. Licensee shall immediately return all indicia of licensure to the Missouri Dental Board.

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.

5. 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.**

6. 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

Barry F. Meador
BARRY MEADOR, D.D.S.

Date 7/21/08

BOARD

Brian Barnett
BRIAN BARNETT
Executive Director
Missouri Dental Board

Date 8/6/08

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