

BEFORE THE MISSOURI DENTAL BOARD

State of Missouri

FILED

MAY 17 2007

MISSOURI DENTAL BOARD

MISSOURI DENTAL BOARD,)
P.O. Box 1367)
3605 Missouri Blvd.)
Jefferson City, Missouri 65102)
Petitioner,)

v.) CAUSE NO.: DB 07-24

)
TURNER L. PECK, D.D.S.)
400 E. Red Bridge Road)
Kansas City, MO 64131,)
Respondent.)

CONSENT ORDER

Nanci R. Wisdom, attorney for the Missouri Dental Board, filed a Statement of Charges on December 12, 2006, pursuant to 4 CSR 110-2.161. The Missouri Dental Board has jurisdiction in this matter pursuant to 4 CSR 110-2.161, Chapter 332 and Chapter 621 RSMo.

On May 17, 2007, the parties filed a "Waiver of Hearing, Joint Stipulation and Request for Consent Order before the Missouri Dental Board" Because the parties have agreed to these facts, we incorporate them into this order and adopt them as stipulated. We conclude that the licensee has violated paragraphs I. E. and II. B. of his joint agreed disciplinary order and that pursuant to 4 CSR 110-2.161 and 332.321.3 RSMo the Board may impose discipline against his dental license. We incorporate the parties' Waiver of Hearing, Joint Stipulation and Request for Consent Order before the Missouri Dental Board into this Consent Order. Contained in the "Waiver of Hearing, Joint Stipulation and Request for Consent Order before the Missouri Dental Board" and Order the following discipline by consent:

Licensee's license to practice dentistry in the State of Missouri is hereby censured.

IT IS SO ORDERED THIS 18th DAY OF May, 2007.

Sharlene Rimiller

Sharlene Rimiller, Executive Director
MISSOURI DENTAL BOARD

the record by the Missouri Dental Board concerning the charges pending against him; and the right to appeal a decision in favor of the Missouri Dental Board on the basis that said decision is not supported by substantial and competent evidence. Being familiar with these and other attendant rights provided Respondent by operation of law, he knowingly and voluntarily waives each and every one of these rights and fully and freely enters into this "Waiver of Hearing, Joint Stipulation and Request for Consent Order" and consents and agrees to abide by the terms and conditions of this document.

2. Petitioner is an agency of the State of Missouri created and established pursuant to Missouri Revised Statutes Section 332.021 as applicable to this matter for the purpose of administering and enforcing the provisions of Chapter 332, Dentistry.

3. Respondent, Turner L. Peck, D.D.S., is, and at all times relevant to this cause was, the holder of a current and valid license to practice dentistry and certificate of registration issued by Petitioner.

4. Respondent, Turner L. Peck, D.D.S., admits the allegations contained in Paragraphs 1, 2, 3, 5, 8, and 9 of the Statement of Charges in this case attached as Exhibit "A". Respondent, Turner L. Peck, D.D.S., further admits that he submitted documentation of taking 21 hours of continuing education on March 16, 17, 18 and 19, 2006 and 3 hours of continuing education on September 8, 2006 to the Missouri Dental Board. Respondent, Turner L. Peck, D.D.S., further admits that documentation of these continuing education hours were not submitted to the Missouri Dental Board within thirty (30) days of taking the continuing education as required by his Settlement Agreement dated December 31, 2005. And further admits that the Missouri Dental Board has jurisdiction to render discipline against the license and certificate of registration of

Respondent, Turner L. Peck, D.D.S., under the provisions of Chapter 332 and previous Settlement Agreement Between the Missouri Dental Board and Turner L. Peck, D.D.S., Respondent. Section 621.110 RSMo and State Board of Registration for the Healing Arts v. Masters, 512 S.W.2d 150 (Mo. App. 1974).

5. Respondent, Turner L. Peck, D.D.S., admits that his actions that his actions as set forth herein give grounds to the Missouri Dental Board to impose discipline, including revocation of Respondent, Turner L. Peck's D.D.S., license and certificate of registration, suspension up to three years of said license and certificate of registration, probation up to five years of said license and certificate of registration, or a combination of suspension and probation. See Section 332.321.3 RSMo and Section 621.110 RSMo.

6. Based on the foregoing, the parties mutually agree and stipulate that the following terms shall constitute the disciplinary action taken by the Missouri Dental Board pursuant to the provisions of Section 661.110 RSMo and Chapter 332 which terms are embodied in this document as part of this Joint Stipulation. The terms of discipline shall include that the dental license of Respondent, Turner L. Peck, D.D.S., shall be censured.

WHEREFORE, based upon the foregoing, the parties mutually request the Missouri Dental Board to issue an order based upon the consent of all parties finding that the facts as stated herein in the above styled cause by Petitioner are true and that as a result thereof, Petitioner has the right to subject the license of Respondent to discipline pursuant to the provisions of Section 332.321.3 and 621.110 RSMo as set forth herein.

B. Licensee shall earn an additional twelve (12) hours of approved continuing education within the first nine (9) months of the effective date of this Agreement. 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.

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

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.

4. On December 5, 2006, the Board received documentation from Respondent that he attended eighteen (18) hours of continuing education on March 16, 17 and 18, 2006.

5. Documentation of the continuing education as outlined in paragraph 4 herein was not provided to the Board within thirty (30) days of attending the continuing education courses.

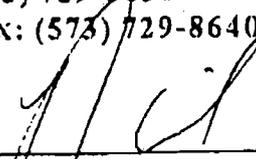
6. Respondent attended six (6) hours of continuing education on November 10, 2006 and provided documentation of the same to the Board on December 5, 2006. Respondent did not complete the continuing education outlined in paragraph 6 herein within the first nine (9) months of his probation.

8. Respondent did not submit a report to the Board on or before July 1 indicating his compliance or lack thereof with the Settlement Agreement.

9. That by his actions as outlined herein, Respondent, Turner L. Peck, D.D.S., violated the terms of his probation under the Settlement Agreement with the Board.

WHEREFORE, it is prayed that this Board hold a hearing for the purpose of determining whether sufficient cause exists for the taking of further disciplinary action against Respondent, Turner L. Peck, D.D.S., based upon the charges made at hearing and that, in the event cause be found, that the Missouri Dental Board take such further disciplinary action as in its discretion it deems just and appropriate.

NANCI R. WISDOM, L.C.
ATTORNEY AT LAW
POST OFFICE BOX 983
107 WEST FOURTH STREET
SALEM, MISSOURI 65560
(573) 729-8630
FAX: (573) 729-8640

BY: 

Nanci R. Wisdom
Attorney for Petitioner

#39359

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STATE OF MISSOURI**

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DEC 12 2006

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Kansas City, MO 64131,)
 Respondent.)

CAUSE NO.: DB 07-24

STATEMENT OF CHARGES

COMES NOW Nanci R. Wisdom and states to the Missouri Dental Board as follows:

1. That she is a private attorney for the Missouri Dental Board.
2. That on or about December 16, 2005, the Missouri Dental Board and Respondent, Turner L. Peck, D.D.S., entered into an Informal Consent Agreement entitled Settlement Agreement Between Missouri Dental Board and Turner Peck, D.D.S.
3. By terms of that Settlement Agreement, the license and certificate of registration of Respondent, Turner L. Peck, D.D.S., was placed on probation for a period of one (1) year beginning December 31, 2005 subject to certain conditions of probation among which was as follows:

I. EDUCATIONAL REQUIREMENTS

A. Licensee shall make up the twelve (12) approved continuing education hours that he was delinquent within the first nine (9) months of the effective date of this Agreement.

B. Licensee shall earn an additional twelve (12) hours of approved continuing education within the first nine (9) months of the effective date of this Agreement. 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.

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

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.

4. On December 5, 2006, the Board received documentation from Respondent that he attended eighteen (18) hours of continuing education on March 16, 17 and 18, 2006.

5. Documentation of the continuing education as outlined in paragraph 4 herein was not provided to the Board within thirty (30) days of attending the continuing education courses.

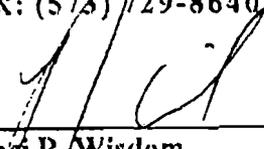
6. Respondent attended six (6) hours of continuing education on November 10, 2006 and provided documentation of the same to the Board on December 5, 2006. Respondent did not complete the continuing education outlined in paragraph 6 herein within the first nine (9) months of his probation.

8. Respondent did not submit a report to the Board on or before July 1 indicating his compliance or lack thereof with the Settlement Agreement.

9. That by his actions as outlined herein, Respondent, Turner L. Peck, D.D.S., violated the terms of his probation under the Settlement Agreement with the Board.

WHEREFORE, it is prayed that this Board hold a hearing for the purpose of determining whether sufficient cause exists for the taking of further disciplinary action against Respondent, Turner L. Peck, D.D.S., based upon the charges made at hearing and that, in the event cause be found, that the Missouri Dental Board take such further disciplinary action as in its discretion it deems just and appropriate.

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(573) 729-8630
FAX: (573) 729-8640

BY: 

Nanci R. Wisdom
Attorney for Petitioner

#39359

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND TURNER PECK, D.D.S.**

Come now Turner L. Peck, 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 011969, 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 Turner Peck is licensed by the Board as a dentist, License No 011969. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. Pursuant to §332.261, RSMo 2000 and 4 CSR 110.010, every Board licensee is required to obtain fifty (50) hours of continuing education programs during the two-year period immediately preceding the renewal period to renew his or her license.

4. On Licensee's 2004-2006 renewal application Licensee swore and affirmed under penalty of law that he obtained fifty (50) hours of Board-approved continuing education during the period of December 1, 2002, through November 30, 2004.

5. The Board renewed Licensee's license.

6. On or about March 4, 2005, the Board audited Licensee's continuing education hours pursuant to 4 CSR 110-2.240(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, 2002 through November 30, 2004 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 4 CSR 110-2 240(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 332.261 and of Regulation 4 CSR 210-240(2).

10. Pursuant to Regulation 4 CSR 210-2.240(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 license'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 he adheres to all of the terms of this Settlement Agreement.

I EDUCATIONAL REQUIREMENTS

- A. Licensee shall make up the twelve (12) approved continuing education hours that he was delinquent within the first nine (9) months of the effective date of this Agreement.
- B. Licensee shall earn an additional twelve (12) 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.
- 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 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 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.

- 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

III. 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
 TLP 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

 Turner L. Peck, D.D.S.

Turner L. Peck, D.D.S.

Date 12-9-05

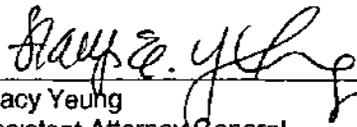
BOARD

 Sharlene Rimiller

Sharlene Rimiller
Executive Director
Missouri Dental Board

Date 12-16-05

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