
SETTLEMENT AGREEMENT BETWEEN
MISSOURI DENTAL BOARD AND
GARY RIDDLE, D.D.S.

Comes now Gary Riddle, 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 013773, 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

ALLEGATIONS COMMON TO ALL COUNTS

1. On or about January 20, 2009, the Missouri Dental Board ("Board") filed a Complaint with the Administrative Hearing Commission alleging cause to discipline Gary Riddle's dental license, Case No. 09-0085 DB.

2. The parties wish to resolve the AHC Case No. 09-0085 DB by way of this Settlement Agreement.

3. The Board is an agency of the state of Missouri created and established pursuant to § 332.031, RSMo 2000, for the purpose of executing and enforcing the provisions of Chapter 332, RSMo.

4. Gary Riddle, D.D.S. ("Licensee") is licensed by the Board as a dentist, License No. 013773. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

5. Licensee's dental license is currently on probation for violations of Chapter 332, RSMo.

6. Licensee owns, operates and practices dentistry at 1420 Main, Scott City, Missouri.

7. Licensee holds registration number 10592 ("BNDD Registration") from the Missouri Department of Health and Senior Services, Bureau of Narcotics and Dangerous Drugs to stock, prescribe and dispense controlled substances at 1420 Main, Scott City, Missouri ("the office").

8. Licensee's BNDD registration was current and active at all times relevant herein.

9. Licensee also holds licensure from the U.S. Drug Enforcement Agency ("DEA License") numbered AR2267765 to stock, prescribe and dispense controlled substances at the office.

10. Licensee's DEA license was current and active at all times relevant herein.

11. Jurisdiction and venue are proper under sections 621.045 and 332.321, RSMo.

COUNT I: BNDD VIOLATIONS

12. Paragraphs 1 through 11 are incorporated by reference.

13. On or about February 1, 2007, Howard Hammers, an investigator for the Missouri Department of Health and Senior Services, Bureau of Narcotics and Dangerous Drugs

("BNDD") presented at Licensee's office to inspect his controlled substance record keeping and security.

14. Licensee failed to document the following controlled substance prescriptions in patients' charts in violation of §§ 332.052, 195.050.5, RSMo, 19 CSR 30-1.048(2) and 19 CSR 30-1.044(1):

PRESCRIPTION DATE	PATIENT	Drug Name STRENGTH QUANTITY
4/26/06	L.A.	Hydrocodone/ APAP, 10/650MG, #12
9/11/06	L.A.	Endocet™, 10/650mg, #12
10/19/06	D.J.	Hydrocodone/ APAP, 10/650MG, #10
10/26/06	L.A.	Endocet™, 10/650mg, #12
11/10/06	D.J.	Hydrocodone/ APAP, 10/650MG, #15
11/15/06	L.A.	Hydrocodone/ APAP, 10/650MG, #15
12/04/06	D.J.	Hydrocodone/ APAP, 10/650MG, #15
12/07/06	D.J.	Hydrocodone/ APAP, 10/650MG, #15
12/15/06	L.A..	Hydrocodone/ APAP, 10/650MG, #12
12/19/06	A.R.	Histinex™ HC, 250ml.
1/19/07	L.A.	Endocet™, 10/650mg, #15
1/26/07	L.A.	Endocet™, 10/650mg, #12

15. Hydrocodone/APAP is a combination drug product containing Hydrocodone, which is codified as a Schedule III controlled substance pursuant to Section 195.017.6(4)(d), RSMo.

16. Endocet™ is a brand name for a drug product containing oxycodone, which is codified as a Schedule II controlled substance pursuant to Section 195.017.4(1)(a)n, RSMo Supp. 2006.

17. Histinex™ HC is a brand name for a drug product containing hydrocodone, which

is codified as a Schedule III controlled substance pursuant to Section 195.017.6(4)(d), RSMo Supp. 2006.

18. On or about February 1, 2007, Licensee, either himself or through his employees and agents, left prescription pads with pre-typed prescriptions for controlled substances unattended in four different patient examination rooms in violation of 19 CSR 30-1.031(1).

19. On or about March 13, 2007, BNDD issued Dr. Riddle a Letter of Censure.

20. Licensee's conduct as alleged in Count I constitutes incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a dentist in violation of section 332.321.2(5), (13), and (20), RSMo.

21. Licensee failed to use that degree of skill and learning that a dentist ordinarily uses under the same or similar circumstances.

22. Licensee's conduct as alleged herein constitutes a gross deviation from that degree of skill and learning that a dentist ordinarily uses under the same or similar circumstances.

23. At the time of the events alleged herein, Licensee had formed a relationship of professional trust and confidence with his patients in that the patients relied upon the professional expertise of Licensee to ensure that all drugs laws and regulations are followed.

24. Licensee's conduct as alleged herein violated the patients' professional trust and confidence.

under § 332.321.2(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 his or her permit or license for any one or any combination of the following causes:

(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) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

COUNT II: TREATMENT OF _____

26. Paragraphs 1 through 25 are incorporated by reference.

27. At all times relevant herein, _____ ("Ms. _____") was a patient of Licensee.

28. Ms. _____ made approximately 11 separate visits to Licensee's office for adjustments to her dentures.

29. During numerous office visits, at dates certain known only to Licensee, Licensee failed or refused to properly guard against contagious, infectious or communicable diseases or the spread thereof, in that Licensee failed to wear gloves when making adjustments to Ms. [redacted] dentures in violation of § 332.321.2(16), RSMo.

30. During one visit, at a date certain known only to Licensee, Ms. [redacted] complained of a possible allergic reaction to her dentures which caused her to have a burning sensation in her mouth.

31. In an attempt to rid Ms. [redacted] dentures of germs, Licensee soaked the dentures in antibacterial soap for an undetermined amount of time.

32. After Licensee soaked Ms. [redacted] dentures in the antibacterial soap, without rinsing the dentures, he placed the dentures in Ms. [redacted] mouth resulting in antibacterial soap oozing out of the dentures and into Ms. [redacted] mouth.

33. Licensee's conduct as referenced herein constitutes misconduct, incompetency and/or gross negligence in the performance of his functions and duties as a licensed dentist in violation of § 332.321.2(5).

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

35. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(5), (13), (16), 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:

(^s) 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;

(16) Failure or refusal to properly guard against contagious, infectious or communicable diseases or the spread thereof;

COUNT III: RECORD KEEPING VIOLATIONS

36. Paragraphs 1 through 35 are incorporated by reference.

PATIENT

37. On or about September 20, 2006, Licensee issued a prescription for Lunesta 3mg, 30 tablets for patient _____.

38. The September 20, 2006 Lunesta prescription was filled at Medicap Pharmacy in Scott County, Missouri.

39. Neither Mr. _____ nor his agents presented the September 20, 2006 Lunesta prescription for filling at the Medicap Pharmacy in Scott County, Missouri.

40. Neither Mr. _____ nor his agents received the 30 tablets of Lunesta, as authorized by the September 20, 2006 prescription.

41. Lunesta is a medication approved by the U.S. Food and Drug Administration for the treatment of sleep related disorders.

42. Temporomandibular joint disorder ("TMJ"), is an umbrella term covering acute or chronic inflammation of the temporomandibular joint, which connects the mandible to the skull.

43. Mr. _____ has never been diagnosed with TMJ.

44. On or about February 17, 2006 a prescription for Endocet 10mg/650mg, 15 tablets, authorized by Licensee was filled at the Medicap Pharmacy in Scott City, Missouri for John Allen. Licensee failed to document this prescription in the patient's chart.

45. On or about February 16, 2006 a prescription for Triazolam 0.25mg, 4 tablets, authorized by Licensee was filled at the Medicap Pharmacy in Scott City, Missouri for John Allen. Licensee failed to document this prescription in the patient's chart.

PATIENT _____

46. On or about November 7, 2006 a prescription for Hydrocodone/APAP 7.5mg/650mg, 15 tablets, authorized by Licensee was filled at the Medicap Pharmacy in Scott City, Missouri for _____ Licensee failed to document this controlled substance prescription in the patient's chart.

47. On or about December 18, 2006 a prescription for Diazepam 10mg, 10 tablets, authorized by Licensee was filled at the Medicap Pharmacy in Scott City, Missouri for _____ Licensee failed to document this controlled substance prescription in the patient's chart.

PATIENT

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48. On or about October 14, 2006 a prescription for Histinex-HC, 240 ml, authorized by Licensee was filled at the Schnuck's Pharmacy in Cape Girardeau, Missouri for

49. Licensee did not provide treatment to Mr. on or about October 14, 2006.

50. Licensee failed to document the October 14, 2006 Histinex-HC 240 ml prescription in Mr. Bryant's chart.

51. On or about October 30, 2006 a prescription for Histinex-HC, 240 ml authorized by Licensee was filled at the Medicap Pharmacy in Scott City, Missouri for Josh Bryant.

52. Licensee documented this prescription in the patient's chart, but failed to document the amount prescribed.

PATIENT I

53. On or about March 16, 2006 a prescription for Endocet 10mg/650mg, 15 tablets, authorized by Licensee was filled at the Medicap Pharmacy in Scott City, Missouri for Licensee failed to document this controlled substance prescription in the patient's chart.

54. On or about March 16, 2006 a prescription for Endocet 10mg/650mg, 10 tablets, authorized by Licensee was filled at the Medicap Pharmacy in Scott City, Missouri for Licensee failed to document this controlled substance prescription in the patient's chart.

55. On or about June 8, 2006 a prescription for Endocet 10mg/650mg, 15 tablets, authorized by Licensee was filled at the Medicap Pharmacy in Scott City, Missouri for

for. Licensee failed to document this controlled substance prescription in the patient's chart.

56. On or about August 22, 2006 a prescription for Endocet 10mg/650mg, 15 tablets, authorized by Licensee was filled at the Medicap Pharmacy in Scott City, Missouri for

57. Licensee did not provided treatment to Ms. on or about August 22, 2006, and failed to document this controlled substance prescription in the patient's chart.

58. On or about October 20, 2006 a prescription for Endocet 10mg/650mg, 15 tablets, authorized by Licensee was filled at the Medicap Pharmacy in Scott City, Missouri for

59. Licensee did not provide treatment to Ms. on or about October 20, 2006, and failed to document this controlled substance prescription in the patient's chart.

PATIENT:

60. On or about May 8, 2006 a prescription ,for Hydrocodone/APAP 7.5mg/650mg, 15 tablets authorized by Licensee was filled at the Medicap Pharmacy in Scott City, Missouri for

61. Licensee did not provide treatment to Ms. on or about May 8, 2006, and Licensee failed to document this controlled substance prescription in the patient's chart.

62. Licensee did not treat Ms. at all between October 2005 through August 10, 2006.

63. On or about July 21, 2006 a prescription for Diazepam 10mg, 20 tablets authorized by Licensee was filled at the Wal-Mart Pharmacy in Cape Girardeau, Missouri for

64. Licensee did not provide treatment to Ms. _____ on or about July 21, 2006, and Licensee failed to document this controlled substance prescription in the patient's chart.

65. On or about August 10, 2006 a prescription for Diazepam 10mg, 30 tablets, authorized by Licensee was filled at the Wal-Mart Pharmacy in Cape Girardeau, Missouri for

66. Licensee documented providing treatment to Ms. _____ on or about August 10, 2006, but failed to document this controlled substance prescription in the patient's chart.

67. On or about August 10, 2006 a prescription for Hydrocodone/APAP 10mg/650mg, 15 tablets, authorized by Licensee was filled at the Wal-Mart Pharmacy in Cape Girardeau, Missouri for

68. Licensee documented providing treatment to Ms. _____ on or about August 10, 2006, but failed to document this controlled substance prescription in the patient's chart.

69. On or about August 14, 2006 a prescription for Hydrocodone/APAP 10mg/650mg, authorized by Licensee was filled at the Wal-Mart Pharmacy in Cape Girardeau, Missouri for

70. Licensee failed to document the August 14, 2006 controlled substance prescription in the patient's chart.

71. On or about October 6, 2006 a prescription for Hydrocodone/APAP 10mg/650mg, 15 tablets, authorized by Licensee was filled at the Schnuck's Pharmacy in Cape Girardeau, Missouri for

72. Licensee failed to document the October 6, 2006 controlled substance prescription in the patient's chart.

73. On or about November 2, 2006 a prescription for Diazepam 10mg, 30 tablets, authorized by Licensee was filled at the Medicap Pharmacy in Scott City, Missouri for

74. Licensee failed to document the November 2, 2006 controlled substance prescription in the patient's chart.

75. On or about November 11, 2006 a prescription for Endocet 10mg/325mg., 15 tablets, authorized by Licensee was filled at the Schnuck's Pharmacy in Cape Girardeau, Missouri for

76. Licensee failed to document the November 11, 2006 controlled substance prescription in the patient's chart.

PATIENT WILLIAM (BILL) HODGES

77. Licensee authorized the following prescriptions to William (Bill) Hodges, but failed to document any of these prescriptions in Mr. file:

DATE DISPENSED	DRUG NAME	STRENGTH	AMOUNT	PHARMACY
4/13/06	Hydrocodone/APAP	7.5/650mg	12	Schnuck's Cape Girardeau, MO

DATE DISPENSED	DRUG NAME	•STRENGTH	AMOUNT	PHARMACY
6/30/06	Hydrocodone/APAP	10/650mg	12	Schnuck's Cape Girardeau, MO
8/5/06	Hydrocodone/APAP	10/650mg	15	Kmart Cape Girardeau, MO
8/11/06	Hydrocodone/APAP	10/650mg	15	John's Cape Girardeau, MO
8/14/06	Hydrocodone/APAP	10/650mg	15	John's Cape Girardeau, MO
8/29/06	Hydrocodone/APAP	10/650mg	15	Medicap Cape Girardeau, MO
11/10/06	Hydrocodone/APAP	7.5/650mg	15	Medicap Cape Girardeau, MO
4/11/06	Hydrocodone/APAP	10/650mg	15	Medicap Cape Girardeau, MO
11/6/06	Hydrocodone/APAP	10/650mg	15	Medicap Cape Girardeau, MO
1/24/07	Hydrocodone/APAP	10/650mg	15	Medicap Cape Girardeau, MO
1/26/07	Hydrocodone/APAP	10/650mg	15	Medicap Cape Girardeau, MO

PATIENT: _____

78 On or about July 13, 2006, a prescription for Diphenoxylate/atropine, the generic version of Lomotil®, 30 tablets, was filled at Medicap Pharmacy in Scott City, Missouri for Mr.

79. Lomotil is commonly used to treat diarrhea.

80. Licensee did not document the July 13, 2006 prescription in Mr. [REDACTED] patient chart, nor did Licensee document administering any treatment to Mr. [REDACTED] on this date.

81. On or about November 7, 2006, a prescription for Histinex-HC, 240ml. was authorized by Licensee and filled for Mr. [REDACTED] at the Medicap Pharmacy in Scott City, Missouri. Licensee failed to document this prescription in Mr. [REDACTED]'s patient chart.

82. Hydrocodone/APAP is a combination drug product containing Hydrocodone, which is codified as a Schedule III controlled substance pursuant to Section 195.017.6(4)(d), RSMo.

83. Endocet™ is a brand name for a drug product containing oxycodone, which is codified as a Schedule II controlled substance pursuant to Section 195.017.4(1)(a)n, RSMo Supp. 2006.

84. Histinex™ HC is a brand name for a drug product containing hydrocodone, which is codified as a Schedule III controlled substance pursuant to Section 195.017.6(4)(d), RSMo Supp. 2006.

85. Diazepam is codified as a Schedule IV controlled substance pursuant to § 195.017.8(2)(n), RSMo.

86. Triazolam is codified as a Schedule IV controlled substance pursuant to § 195.017.8(2)(vv), RSMo.

87. Lunesta is available by prescription only.

88. Licensee failure to document the controlled substance prescriptions referenced herein constitutes a violation of §§ 332.052, 195.050.5, RSM, 19 CSR 30-1.048(2) and 19 CSR 30-1.044(1)

89. Licensee's conduct as referenced herein constitutes Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of his functions and duties as a licensed dentist in violation of § 332.321.2(5).

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

91. Licensee's conduct as referenced herein constitutes a violation of § 332.321.2(15), RSMo.

92. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(5), (13) and (15) 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:

(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;

(15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government.

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:

1 The terms of discipline shall include that Licensee's dental license numbered 01476 be **SUSPENDED** for **90 days**, followed by **PROBATION** for a period of **five (5) years** ("disciplinary period"). During the probationary period, 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. The terms of the disciplinary period shall be:

I. REQUIREMENTS REGARDING THE SUSPENSION PERIOD

- A. The period of suspension shall be completed within the first 13 months of the effective date of this Agreement. Failure to complete the period of suspension in the first 13 months of this Agreement, shall be considered a violation of this Agreement.
- B. The suspension shall be completed at the rate of one week per month. One week is defined as seven consecutive days.
- C. Licensee shall complete the suspension period on the following schedule:

<u>Dates of Suspension</u>	<u>Total Calendar Days of Suspension</u>
January 19-25, 2011	7
February 16-22, 2011	7
March 16-22, 2011	7
April 20-26, 2011	7
May 25-31, 2011	7
June 15-21, 2011	7
July 1-10, 2011	10
August 24-30, 2011	7
September 21-27, 2011	7
October 19-25, 2011	7
November 11-20, 2011	10
December 21-27, 2011	7

- D. Any deviation from the above-referenced schedule without prior written approval from the Board shall be considered a violation of this Agreement and such time shall not be counted toward completion of the 90 day requirement referenced herein.

II. REQUIREMENTS REGARDING CONTINUING EDUCATION

Jurisprudence Exam

- B. Licensee shall take and pass the Board's designated jurisprudence examination within six (6) months of the start of the disciplinary period. Licensee shall contact the Board office to request a current law packet and permission to sit for the jurisprudence examination no less than thirty (30) days prior to the date Licensee desires to take the examination. Licensee shall submit the required re-examination fee to the Board prior to taking the examination. Failure to take and pass the examination during the first six (6) months of the disciplinary period shall constitute a violation of this Agreement.

III. During the disciplinary period, Licensee shall continue to participate in the Missouri Dental Well-being Committee ("Committee") and shall follow all recommendations for treatment or aftercare made by the treating professional and/or Committee.

During the disciplinary period, Licensee shall abstain completely from the personal use or possession of any controlled substance or other drug for which a prescription is required unless that use of the drug has been prescribed by a person licensed to prescribe such drug and with whom Licensee has a bona-fide relationship as a patient. Licensee shall forward to the Board written documentation of any such prescription within ten (10) days of issuance of the prescription specifying the medication prescribed, dosage prescribed, and the condition for which the substance was prescribed. Upon request, Licensee shall execute a medical release authorizing the Board to access all records pertaining to Licensee's condition, treatment and prescription maintained by the health care professional that prescribed the controlled substance.

During the disciplinary period, Licensee shall abstain completely from the use or consumption of alcohol. The presence of any alcohol whatsoever in a biological fluid sample shall constitute a violation of Licensee's discipline.

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, alcohol, or any drug whatsoever in a drug screen for which Licensee does not hold a valid prescription 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 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 § 332.321.9, 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 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.

V. 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.

- D. 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 324, 332, 610, RSMo.
- E. Upon the expiration of said discipline, Licensee's license to practice dentistry in Missouri shall be fully restored if all other requirements of law have been satisfied; provided however, that in the event the Board determines that the Licensee has violated any term or condition of this Settlement Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline the Licensee.
- F. No order shall be entered by the Board pursuant to the preceding paragraph of this Settlement Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.
- G. If the Board determines that Licensee has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon

thereafter as a hearing can be held to determine whether a violation occurred and, if so, it may impose further discipline. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

- H. 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.
- I. 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.

- J. 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.**
- K. 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


GARY RIDDLE, D.D.S.

Date 1/20/11

ATTORNEY FOR DR. RIDDLE

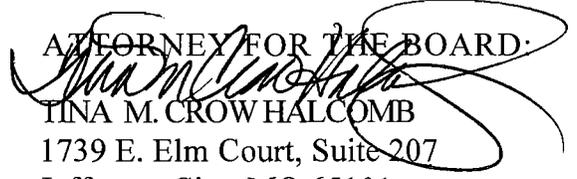

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BOARD


BRIAN BARNETT
Executive Director
Missouri Dental Board

Date 1/24/11

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