

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND MARC R. SINGER, D.D.S.**

Come now Marc S. Singer, 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 014167 is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621, Cum. Supp. 2009 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 Marc S. Singer, D.D.S. ("Licensee") is licensed by the Board as a dentist, License No. 014167. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. On or about June 30, 2008, the Board received a complaint regarding Licensee. The complainant, a former patient of Licensee, alleged:

- a. She had a consultation with Licensee on May 30, 2007 and requested the whitest shade possible of Lumineers. She alleged that she did not receive the whitest shade available. She alleges Licensee promised she would get the whitest possible lumineers which he noted in her patient record. Complainant alleged that the process of obtaining the lumineers was long because they were not all applied at the same time, multiple impressions had to be taken, and she no longer received compliments about how white her teeth were. She also alleged that her temporary lumineers did not all hold and she had concerns about the lumineers on nine of her teeth. Licensee replaced at least three of them due to margins at the gum line. Complainant states she cannot count the number of appointments involved. At least one of the lumineers does not feel good to complainant at the gum line and the color of the lumineer on that tooth does not match the other teeth. Complainant was introduced to another patient who had received lumineers which were whiter than complainants. Licensee was unable to give an explanation as to why. Licensee was not helpful in resolving Complainant's concerns about receiving the dental work she requested and was promised.
- b. Additionally, she alleged that Licensee's dental assistant "Trish" had taken several impressions for temporary and permanent top retainers but she still does not have a properly fitting permanent retainer. Complainant made numerous trips for the retainer. Licensee promised she would never be without retainers but they had to be remade several times. Complainant's orthodontist had to make adjustments to the bottom permanent retainer and told her that the top



was still not made properly. Complainant had numerous impressions made and was still without retainers at the time of the complaint.

- c. Finally, she alleged that Licensee's office would not release her dental records to her even after she made a request for them to his office in writing. During a June 2008 visit, she requested her lumieer warranty card and a copy of her dental records. Licensee denied both requests. Licensee stated she would not receive the warranty card because of the large outstanding balance she owed. He also stated that the office was not required to provide dental records to patients. She was given a copy of x-rays she had provided to Licensee and a copy of patient transaction charges. Complainant then faxed a request for her dental records to Licensee on June 6, 2008. As of the date of the complaint, June 28, 2008, she had received no response.

4. Prior to the Board's interview of Licensee as part of its investigation of the complaint, Board Investigator Joseph Sears (Sears) conducted a sweep of local pharmacies to collect controlled substance profiles for Licensee for all controlled substances he authorized from January 1, 2008 through December 15, 2008. Generally, the sweep revealed prescriptions for APAP/Codeine, Clonazepam, Diazepam, Triazolam and Vicodin.

5. As part of the Board's investigation, Sears travelled to Licensee's practice location to interview Licensee. Sears' interview with Licensee revealed:

- a. Licensee stated he is the only dentist in his office. He employs one assistant, Patricia "Trish" Widemann and one licensed hygienist who also has a nitrous oxide permit from the Board. Licensee stated he does not stock controlled substances at his office.
- b. Licensee stated he does offer conscious sedation but no "heavy duty" sedation. He stated his usual dosage is 5mg of Diazepam or Valium one hour before the appointment. He stated he might prescribe 10mg of Diazepam or Valium depending on the patient's weight. He stated he used to use Halcion but no longer does.
- c. Sears asked Licensee about a patient listed in the controlled substance profile, M.L. Licensee wrote M.L. five prescriptions between April 18, 2007 and March 31, 2008 for Diazepam. M.L. received a total of twelve 5mg tablets of Diazepam and 17 10mg tablets of Diazepam. Diazepam is a Schedule IV controlled substance. Licensee stated M.L. is his cousin who suffers



from severe cerebral palsy and the dosage he received was necessary to keep him sedated enough to work on him.

- d. Sears requested patient records for several individuals on the controlled substance profile, his dental assistant's DANB certificate, his continuing education records, and his basic life support (BLS) or advanced cardiac life support (ACLS) records from the previous renewal. Sears requested the records within one week of his visit, June 3, 2009. Licensee requested additional time as he was scheduled to leave on vacation. Sears then requested the records by June 19, 2009. On June 16, 2009, Licensee requested two additional weeks to provide the records because he was having difficulty locating his continuing education records. Sears granted the request but asked Licensee to send what he already had. On June 29, 2009, Sears contacted Licensee's office to determine why Licensee had not provided the records. Licensee's staff stated he was not available because he was out of the office that day. On July 8, 2009, Sears again contacted Licensee and asked why the Board had not received the records. Licensee stated he had only been in the office one day of the last two weeks and was unable to locate all of the records. Sears informed him he would be at Licensee's office the next day and to have the records available.
- e. On July 9, 2009, Sears again travelled to Licensee's office. Licensee provided all the patient records except two. Sears again requested the records of the two patients. As of August 30, 2009, the Board had not received those patient records.
- f. Licensee provided a letter of his stationary from his dental assistant, Ms. Wiedemann. It stated she was unable to locate her DANB certificate due to her recent divorce and relocation. Sears informed Licensee that was insufficient and requested that Licensee contact DANB to re-request the record or the Board would have to assume she did not have the certification. As of the date of the report, August 30, 2009, the Board had not received her certificate.
- g. On July 29, 2009, Sears again travelled to Licensee's office to inquire as to the complaint detailed in paragraph 3 above. Licensee stated that Complainant was "nuts" and he was not surprised that she filed the complaint. He stated he had "been waiting for the Board to contact him regarding her." He stated that both he and Complainant were originally "very happy" with



the outcome of the work. He had asked Complainant to be a spokesperson and model for his services and she agreed. He stated she only became unhappy about the whiteness after meeting another patient, a very tan 20 year-old woman, who Complainant felt had whiter teeth. Licensee stated he was very upset as well because Complainant had not yet paid for his services that she received. Licensee stated that she had not received her retainers because he had prepared several retainers for her and she was not happy with them because of how long it was taking for them to work. He stated he would not prepare any more retainers until she paid what she owed. He stated that he allows his assistant to take preliminary impressions but not final or retainer impressions. He added she does not do crowns, partials, or any restorative work. Sears requested Complainant's records. Licensee's staff was unable to locate them and Licensee stated it was likely because it was a collections case. Sears stated he would return August 5, 2009 to retrieve the records.

- h. Sears visited Licensee's practice on August 5, 2009 to collect Complainant's records. Licensee provided the records including pictures of Complainant and the 20 year-old woman to whom she compared the whiteness of her teeth.

6. During Sears' June 3, 2009 visit to Licensee's office, Sears interviewed dental assistant Patricia "Trish" Wiedermann. Sears' interview revealed:

- a. Licensee requested to be present during the interview to which Sears agreed.
- b. Wiedermann stated she has been Licensee's assistant for the last three and one half years.
- c. She stated she has been DANB certified for the last six years. However, she was unable to produce her certificate at any time during the Board's investigation.
- d. She stated that her job duties include: chairside assist, preliminary impressions, some orthodontia work including tying and clipping wires, and assisting Licensee with administration of nitrous oxide. She stated she does not have a nitrous oxide permit from the Board.

7. A review of the patient records Sears requested who appeared in the controlled substance profile for compliance with regulation 19 CSR 30-1.048(2) which requires that Licensee maintain a record of "the date, full name and address of the patient, drug name, strength, dosage form and quantity for all controlled substances prescribed or administered" revealed:



- a. Patient S.C. received a prescription from Licensee for five 10mg tablets of Diazepam which was filled on May 4, 2007 and a prescription for 28 7.5-750 mg tablets of Hydroco/APAP which was filled on May 27, 2007. Neither of these prescriptions was documented in S.C.'s patient record as required by 19 CSR 30-1.048(2).
- b. Patient J.C. received prescriptions for Vicodin. His July 19, 2007 patient records contained the required information except the drug strength and dosage form. Additionally, his patient record contained no record of a prescription for three 10 mg tablets of Diazepam which was filled on July 19, 2007 as required by 19 CSR 30-1.048(2).
- c. Patient J.C. received a prescription for two 10mg tablets of Diazepam which was filled on July 3, 2007. The prescription does not appear in J.C.'s patient records as required by 19 CSR 30-1.048(2).
- d. Patient F.F. received prescriptions for Vicodin and Percocet in April 2008. His record contains the required information except drug strength and dosage form as required by 19 CSR 30-1.048(2).
- e. Patient S.G. received a prescription for Vicodin on October 9, 2007. Her patient record contains all the required information for the October 9, 2007 prescription except drug strength and dosage form. S.G. received four additional prescriptions from Licensee for: three .25mg of Triazolam, filled November 13, 2008; 24 7.5-750 mg tablets of Hydroco/APAP, filled on December 6, 2006; three .25mg of Triazolam filled on December 7, 2006; and 24 7.5-750mg tablets of Hydroco/APAP filled on October 3, 2007. S.G.'s record contains no record of these four prescriptions as required by 19 CSR 30-1.048(2).
- f. Patient T.H. received an April 2008 prescription for Diazepam. T.H.'s patient record contains all the required information in 19 CSR 30-1.048(2) except for strength and dosage form.
- g. Patient S.K. received prescriptions in 2006 from Licensee. S.K.'s patient record contains all the required information except drug strength and dosage form.
- h. Patient M.L. received the following prescriptions from Licensee: six 5mg tablets of Diazepam on April 18, 2007; six 5mg tablets of Diazepam on April 26, 2007; six 10mg tablets of Diazepam on July 19, 2007; five 10mg tablets of Diazepam on November 21, 2007; and six 10mg tablets of



Diazepam on March 31, 2008. None of these prescriptions are reflected in M.L.'s patient record as required by 19 CSR 30-1.048(2). M.L.'s patient record only references prescriptions for Valium on April 26, 2007 and July 19, 2007.

- i. Patient R.M.'s records reflect prescriptions from Licensee in October 2006. However, they do not contain the dosage form as required by 19 CSR 30-1.048(2).

8. Licensee's records, however, were missing patient records for two patients who received controlled substance prescriptions according to the controlled substance profile. Licensee claims no patient record exists for either.

- a. P.C. received a prescription for 45 .5mg tablets of Clonazepam from Licensee, which was filled on August 4, 2008 and refilled August 21, 2008.
- b. A.O. received a prescription for 14 10mg capsules of Nortriptyline HCL from Licensee which was filled on October 15, 2008.

9. Sears' investigation also revealed that:

- a. Licensee's dental license was not displayed as required by § 332.181(3), RSMo.
- b. Sears also completed an audit of Licensee's continuing education credits and BLS or ACLS certification. On his renewal application for 2008-2010, Licensee attested that he had current certification in BLS or ACLS. However, Licensee was unable to provide the certification and informed Sears that though it existed, he could not locate it. Licensee was in compliance with continuing education requirements.

10. Section 332.181(3), RSMo states: "All persons once licensed to practice dentistry in Missouri shall renew his or her license to practice dentistry in Missouri on or before the license renewal date and shall display his or her license for each current licensing period in the office in which he or she practices or offers to practice dentistry."

11. Pursuant to § 332.361.1, RSMo, "only duly registered and currently licensed dentists in Missouri may write a prescription for any drug necessary or proper in the practice of dentistry, provided that no such prescription is in violation of the Missouri or federal narcotic drug act."

12. Regulation 19 CSR 30-1.048(2) states:



Each individual practitioner shall maintain a record of the date, full name and address of the patient, the drug name, strength, dosage form and quantity for all controlled substances prescribed or administered. This record may be maintained in the patient's record. When the controlled substance record is maintained in the patient's medical record and the practitioner is not the custodian of the medical record, the practitioner shall make the controlled substance record available as required in 19 CSR 30-1.041 and 19 CSR 30-1.044.

13. Regulation 20 CSR 2110-2.120 states, in pertinent part:

(2) A registered and currently licensed dentist may not delegate to a dental assistant or certified dental assistant, as defined in subsections (1)(B) and (C) respectively, the performance of the following procedures:

- (A) Diagnosis, including interpretation of dental radiographs and treatment planning;
- (B) Cutting of tooth structure;
- (C) Surgical procedures on hard and soft tissues including, but not limited to, the removal of teeth and the cutting and suturing of soft tissues;
- (D) The prescription, injection and parenteral administration of drugs;
- (E) The final bending of archwire prior to ligation;
- (F) The scaling of teeth; and
- (G) Administration of nitrous oxide-oxygen analgesia except that a dental assistant or certified dental assistant may assist in the administration of and monitor nitrous oxide-oxygen analgesia with specific training as provided in section (3) of this rule.

(3) A dental assistant or certified dental assistant may assist the administration of and monitor nitrous oxide analgesia under direct supervision if s/he—

- (A) Has successfully completed formal certified training in a course approved by the Missouri Dental Board; and
- (B) Has successfully passed an approved competency test regarding the clinical and didactic training; or
- (C) Has been certified in another state to assist the administration and monitor nitrous oxide subsequent to equivalent training and testing. The dental assistant may qualify to perform this function by presenting proof of competence of this equivalent training and testing to the Missouri Dental Board;
- (D) The responsibility of the dental assistant or certified dental assistant shall be to provide the Missouri Dental Board proof of competence; and
- (E) Upon presentation to the dental board of proof of competency that the dental assistant or certified dental assistant has complied with the requirements imposed by subsections (3)(A), (B) or (C) of this rule, and remitted the appropriate fee as specified in 4 CSR 110-2.170, the Missouri Dental Board will issue the appropriate



certification to the dental assistant or certified dental assistant.

(4) A currently licensed dentist may delegate, under direct supervision, functions listed in subsection (4)(D) of this rule to a certified dental assistant or a dental assistant subsequent to submission to the Missouri Dental Board of the following satisfactory proof of competence:

(A) After June 1, 1995, all certified dental assistants graduating from accredited dental assisting programs in Missouri will have competency testing for all functions listed in subsection (4)(D) of this rule and may be delegated those functions by a currently licensed dentist;

(B) Certified dental assistants graduating prior to June 1, 1995, or from programs outside Missouri, may be delegated the functions in subsection (4)(D) of this rule with proof of competence issued by their educational institutions and may be delegated other specific functions if they have completed an approved course, passed an approved competency examination, and can provide proof of competency as defined in subsection (1)(D);

(C) Dental assistants, as defined in subsection (1)(B), may be delegated any specific function listed in subsection (4)(D) of this rule if they have successfully completed a basic dental assisting skills mastery examination approved by the board, completed an approved course, passed an approved competency examination, and can provide proof of competence as defined in subsection (1)(D);

(D) Functions delegable upon successful completion of competency testing are—

1. Placement of post-extraction and sedative dressings;
2. Placing periodontal dressings;
3. Size stainless steel crowns;
4. Placing and condensing amalgam for Class I, V, and VI restorations;
5. Carving amalgam;
6. Placing composite for Class I, V, and VI restorations;
7. Polishing the coronal surfaces of teeth (air polisher);
8. Minor palliative care of dental emergencies (place sedative filling);
9. Preliminary bending of archwire;
10. Removal of orthodontic bands and bonds;
11. Final cementation of any permanent appliance or prosthesis;
12. Minor palliative care of orthodontic emergencies (that is, bend/clip wire, remove broken appliance);
13. Making impressions for the fabrication of removable prosthesis;



14. Placement of temporary soft liners in a removable prosthesis;
15. Place retraction cord in preparation for fixed prosthodontic impressions;
16. Making impressions for the fabrication of fixed prosthesis;
17. Extra-oral adjustment of fixed prosthesis;
18. Extra-oral adjustment of removable prosthesis during and after insertion; and
19. Placement and cementation of orthodontic brackets and/or bands; and

(E) Upon request by the Missouri Dental Board, the licensed and supervising dentist must provide copies of proof of competence of dental auxiliaries.

14. Regulation 20 CSR 2110-2.071(5) states:

Renewal shall be contingent upon the licensee holding a current certification in basic life support (BLS) or advanced cardiac life support (ACLS), or certification equivalent to BLS or ACLS.

15. Regulation 20 CSR 2110-4.020 states, in pertinent part:

(1) No dentist shall administer enteral and/or parenteral conscious sedation unless the dentist possesses a conscious sedation permit issued by the Missouri Dental Board. (A dentist is not required to possess a permit for the prescription or administration of drugs prescribed for anxiolysis and/or pain control.) This permit shall be renewed by June 1 every five (5) years from the year of issuance.

(2) No dentist shall prescribe sedative agents for enteral sedation unless the dentist possesses an enteral or parenteral conscious sedation permit issued by the Missouri Dental Board. No dentist shall prescribe parenteral conscious sedation agents unless the dentist possesses a parenteral conscious sedation permit issued by the Missouri Dental Board.

(3) No dentist shall administer enteral and/or parenteral conscious sedation at a dental office unless the office has been issued a site certificate by the Missouri Dental Board. No dental office shall be the site for the administration of enteral and/or parenteral conscious sedation without being issued a site certificate by the Missouri Dental Board. This site certificate shall be renewed by June 1 every five (5) years from the year of issuance. The dentist-in-charge is responsible for submitting the application and maintaining the documentation as required in sections (8) and (10) of this rule.

16. Section 191.227(1), RSMo states:

All physicians, chiropractors, hospitals, dentists, and other duly licensed practitioners in this state, herein called "providers", shall, upon written request of a patient, or guardian or legally authorized representative of a patient, furnish a copy of his or her record of that patient's health history and treatment rendered



to the person submitting a written request, except that such right shall be limited to access consistent with the patient's condition and sound therapeutic treatment as determined by the provider. Beginning August 28, 1994, such record shall be furnished within a reasonable time of the receipt of the request therefor and upon payment of a fee as provided in this section.

17. Licensee's failure to have current BLS or ACLS certification as described in paragraphs 3 through 8 above constitutes a violation of regulation 20 CSR 2110-2.071(5).

18. Licensee attesting to having current BLS or ACLS certification on his 2008-2010 renewal when Licensee was unable to provide evidence of his BLS or ACLS certification constitutes the use of fraud, deception, misrepresentation or bribery in securing any permit or license issued pursuant to this chapter or in obtaining permission to take any examination given or required pursuant to this chapter and issuance of a permit or license based upon a material mistake of fact in that the Board renewed his license based on that attestation which was not true.

19. Licensee allowing his dental assistant to aid in the administration of nitrous oxide and tie and clip wires for orthodontic work, as described in paragraphs 3 through 8 above is a violation of regulation 20 CSR 2110-2.120(2).

20. Licensee's failure to provide patient records to a patient as described in paragraphs 3 through 8 above and in violation of § 191.227, RSMo, constitutes 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 and violation of a professional trust or confidence in that Licensee is required by law to provide a patient records and Licensee failed to provide Complainant her records upon request.

21. Licensee's failure to display his dental license as described in paragraphs 3 through 8 above is a violation of § 332.181, RSMo.

22. Licensee's failure to maintain proper patient records containing a record of controlled substances as required in 19 CSR 30-1.048(2) as described in paragraphs 3 through 8 above is a violation of state drug laws in that Licensee failed to record numerous controlled substance prescriptions entirely and failed to include all required information in other cases.

23. Licensee's use of conscious sedation as described in paragraphs 3 through 8 above without a permit for conscious sedation or a site certificate is a violation of 20 CSR 2110-4.020.



24. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(3), (5), (6), (11), (12), (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:

...

(3) Use of fraud, deception, misrepresentation or bribery in securing any 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;

...

(11) Issuance of a permit or license based upon a material mistake of fact;

(12) Failure to display a valid certificate, permit or license if so required by this chapter or by any rule promulgated hereunder;

(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 2000:

1. The terms of discipline shall include that the dental license, license number 012136, be placed on **PROBATION** for a period of three (3) years ("disciplinary period"). During Licensee's probation, Licensee



shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of his Settlement Agreement.

I. EDUCATIONAL REQUIREMENTS

- A. Licensee shall take and pass the Board's jurisprudence examination within the first twelve (12) months of Licensee's period of probation. 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 twelve (12) months of the disciplinary period shall constitute a violation of this agreement.

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 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. 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, 324, 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. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of the licensee. If Licensee desires the



Administrative Hearing Commission to review this Agreement, Licensee may submit this request to:

Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.

6. If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of act and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

LICENSEE



Marc S. Singer D.D.S.

Date 6/7/11

BOARD



Brian Barnett,
Executive Director
Missouri Dental Board

Date 6/13/11

