

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD  
AND EDWARD G. STEPHENS, D.D.S.**

Come now Edward G. Stephens, 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<sup>1</sup>, 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.

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 such 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 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 015959 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 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, for the purpose of executing and enforcing the provisions of Chapter 332.

---

<sup>1</sup> All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

2. Licensee Edward G. Stephens, D.D.S. is licensed by the Board as a dentist, License No. 015959. Licensee's Missouri license is current and active.

3. On or about January 29, 2013, the Board received a complaint from J.S. regarding treatment of her daughter, A.S., by Licensee. As part of the investigation of J.S.'s complaint, the Board reviewed A.S.'s patient record. The Board's review revealed that Licensee saw A.S. every six months but there were no radiographs. The records also reveal that Licensee did multiple restorative procedures on A.S. without providing any local anesthetic. Licensee's treatment of A.S. over two years demonstrated eight fillings, six of which were fillings Licensee had to re-fill because the filling fell out of the tooth and two pulpotomies. A.S.'s subsequent treatment by the pediatric specialist resulted in four molar extractions, silver crowns, pulpotomies and a space maintainer. Pictures of A.S.'s teeth from the specialist reveal extensive decay.

4. As part of the investigation, the Board obtained ten patient records from Licensee for patients under the age of ten who had been seen by Licensee more than four times. When the Board's investigator Kevin Davidson went to obtain the records, Licensee had his receptionist pull the records for Mr. Davidson. The Board then reviewed the ten additional patient records.

- a. Patient E.J. had restorative dental work performed on multiple occasions without local anesthetic. Licensee's treatment of E.J. resulted in multiple infections, drainage and the need for antibiotics.
- b. On patient G.S., Licensee performed restorative treatment with no local anesthetic.
- c. On patient S.S., Licensee performed restorative treatment with no local anesthetic.
- d. On patient M.C., Licensee performed restorative treatment and excavation of decay with no local anesthetic.
- e. On patient P.M., Licensee performed restorative treatment with no local anesthetic other than for one supernumerary tooth extraction. Panorex x-rays showed profound decay on P.M.'s teeth.
- f. On patient E.G., Licensee performed only preventative care.
- g. On patient W.D., Licensee performed only preventative care.
- h. On patient Z.G., Licensee performed restorative treatment with no local anesthetic.
- i. On patient E.B., Licensee performed restorative treatment with no local anesthetic.
- j. On patient D.J., Licensee performed restorative treatment with no local anesthetic.

5. Licensee appeared before the Board at its October 24, 2013 board meeting. Licensee stated that he did not do radiographs on patient A.S. because she was a "very sensitive patient." He stated his treatment of A.S. did lead to all the additional treatment performed by the pediatric specialist. He stated that he gets bitewing x-rays if possible and when he does, he uses the bitewing setting on his

panorex x-ray machine. He stated that 30% of the practice was children. He stated that in the future he will refer out aggressive cases and take pictures before treatment.

6. Licensee's actions as described in paragraphs 3 through 5 above constitute incompetency in that Licensee, on more than one occasion, failed to use local anesthetic and take initial x-rays yielding a complete diagnosis ultimately leading to extensive treatment and/or extractions that may otherwise have been avoided, for which the Board has cause to discipline Licensee's license. The Board does not allege that the actions described in paragraphs 3 through 5 above constitute misconduct, gross negligence, fraud, misrepresentation or dishonesty.

7. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(5), 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 [.]

#### Joint Agreed Disciplinary Order

8. 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: The terms of the discipline shall include that the dental license, license number 015959, 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 the Board 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 the Board Settlement Agreement.
- B. Licensee shall successfully complete forty (40) hours of education at Oral Health Enrichment in Cleveland, Ohio within the first one hundred eighty (180) days of the beginning of Licensee's period of probation. The 40 hours of education shall all have an

emphasis on pediatric patients and shall be taken as follows: ten (10) hours in pain management, fifteen (15) hours in diagnosis and treatment planning, and fifteen (15) hours in restorative. Following completion of the forty (40) hours of education at Oral Health Enrichment, Licensee shall take and pass a written outcome assessment test on the education with a score of at least 80%. Licensee shall also take and pass a clinical competency examination or skills assessment with an emphasis in restorative for pediatric patients. Failure to complete the education and pass the written and clinical outcome assessment tests on the education within 180 days shall constitute a violation of the Board Settlement Agreement.

## II. GENERAL REQUIREMENTS

- A. Licensee shall meet with the Board or its representatives at such times and places as reasonably required by the Board after notification of a required meeting.
- B. Licensee shall keep the Board apprised of his current home and work addresses and telephone numbers. Licensee shall inform the Board within thirty (30) days of any change of home or work address and home or work telephone number.
- C. 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.
- D. 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.
- E. 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. Vacations or other temporary trips outside the state of Missouri shall not constitute removal or absence from the state for purposes of this paragraph.
- F. 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.
- G. 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. No order shall be entered by the Board pursuant to this paragraph without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.
- H. 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 and not now known to the Board. This agreement is

13. 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 does not request review by the Administrative Hearing Commission, the settlement agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.

**LICENSEE**

  
\_\_\_\_\_  
Edward J. Stephens, D.D.S.  
G,  
Date 2-21-14

**BOARD**

  
\_\_\_\_\_  
Brian Barnett,  
Executive Director  
Missouri Dental Board  
Date 3/5/14