

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD  
AND LINDA K. WESTMORELAND, D.D.S.**

Come now Linda K. Westmoreland, 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<sup>1</sup>.

Licensee acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to present evidence on her 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 her and, subsequently, the right to a disciplinary hearing before the Board at which time she may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against her license. Being aware of these rights provided her 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 her.

Licensee acknowledges that she has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline her 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 015865 is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 332, RSMo.

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

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.

2. Licensee Linda K. Westmoreland, D.D.S. is licensed by the Board as a dentist, License No. 015865. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. On or about March 6, 2015, the Board received a complaint from J.L. alleging that Licensee had written prescriptions for controlled substances during a two week period, January 1, 2015 to January 14, 2015, when Licensee's BNDD registration had been expired.

4. On or about April 3, 2015, the Board received another complaint from J.L. alleging that Licensee delegated expanded function duties to her dental assistants who did not possess expanded function permits.

5. As a result of the two complaints, the Board initiated an investigation.

6. As part of the Board's investigation, on April 16, 2015, Board Investigator Joshua Fisher travelled to Rolla to speak with Licensee about the two complaints. Licensee reported that J.L. was a former employee. Licensee stated that J.L.'s employment had been terminated. Licensee reported that she employs two dental assistants, S.F. and A.H. Licensee stated she thought S.F. was expanded function permitted and A.H. was not. Licensee stated that she does allow her dental assistants to take impressions for dentures and to make adjustments to dentures. Licensee acknowledged that her BNDD registration had been expired for a brief period of time and that she had renewed the registration as soon as she had become aware of the lapse.

7. On April 16, 2015, Fisher spoke with dental assistant A.H. A.H. stated that she did routinely take impressions for dentures. A.H. also stated that she did routinely make adjustments to dentures.

8. Licensee appeared before the Board at its January 2016 Board meeting. Licensee admitted that she had previously allowed dental assistants who were not expanded function permitted to take initial impressions for dentures and adjust dentures.

9. Section 332.098, RSMo states, in relevant part:

1. Dentists delegating expanded-functions duties to dental assistants or dental hygienists shall do so in accordance with rules set forth by the board. No person shall perform expanded-functions duties in this state

except under his or her own name and unless the board has issued to such person a permit to perform expanded-functions duties in this state;

10. Regulation 20 CSR 2110-2.120 states, in relevant part:

...

(4) Expanded Functions Permits.

(A) Effective December 1, 2012, a currently licensed dentist may delegate, under direct supervision, functions listed in subsection (4)(H) of this rule to a dental assistant possessing a board-issued permit authorizing the dental assistant to perform expanded functions duties.

(5) Categories.

(A) Functions delegable to a dental assistant possessing a board-issued permit to perform expanded functions are divided into five (5) categories; restorative I, restorative II, removable prosthodontics, fixed prosthodontics, and orthodontics and are listed below by category.

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5. Prosthodontics—Removable—

- A. Placement of temporary soft liners in a removable prosthesis;
- B. Extra-oral adjustments of removable prosthesis during and after insertion;
- C. Minor palliative care of dental emergencies (place sedative filling); and
- D. Making impressions for the fabrication of any removable or fixed prosthesis/appliance

11. Licensee's actions as described above in paragraphs 6 through 8 constitute cause to discipline Licensee's dentist license.

12. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(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:

...

(6) Violation of, or 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:

13. The terms of discipline shall include that the dental license, license number 015865, be **CENSURED.**

14. 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 and 324, RSMo.

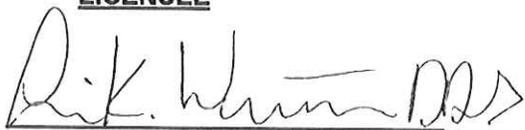
15. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

16. Licensee, together with her heirs and assigns, and her 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.

17. 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.

18. 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, this Agreement shall become effective fifteen days after the Board's Executive Director signs the Agreement.

**LICENSEE**



Linda K. Westmoreland, D.D.S.

Date 5/18/2016

**BOARD**



Brian Barnett,  
Executive Director  
Missouri Dental Board

Date 6/1/2016