SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND ORAN L. CRAWFORD, D.D.S.

Come now Oran L. Crawford, 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,¹ 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 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 014552 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

¹ 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, Oran L. Crawford, D.D.S. is licensed by the Board as a dentist, License No. 014552. Licensee's Missouri license expired on November 30, 2016, and has yet to be renewed.

3. On or about January 17, 2017, the Board received a complaint regarding Licensee from A.P. A.P. was a patient of Licensee. A.P.'s complaint stated that Licensee is withholding A.P.'s dental records as A.P. was not notified Licensee was closing his practice.

4. Based on A.P.'s complaint, the Board conducted an investigation.

5. On or about February 1, 2017, Board Investigator Josh Fisher met with Licensee about the complaint from A.P. and about his expired license. Licensee said he sent out a letter to every patient he had a record of with his new contact information. Licensee stated he brought all his records with him when he started working for Hope Dental. He said the staff at Hope Dental went through every record he had and mailed everyone a letter. Licensee said he thought he closed his office on August 16, 2016. Regarding his licensure renewal, Licensee said he never received anything in the mail and was not aware it expired. Licensee said he had been seeing patients up to February 1, 2017. A review of patient records confirmed that Licensee treated patients during the period in which his license was expired.

6. On or about February 6, 2017. Licensee's license was renewed.

7. During the course of Investigator Fisher's investigation, Licensee was found to be noncompliant in his spore testing.

8. During the course of Investigator Fisher's investigation, Licensee continuing education for the 2012-2014 time period was audited. When requested, Licensee could not provide any Continuing education for the 2012-2014 period and submitted fifty one (51) hours of CE from the 2014-2016 time period.

9. Licensee's actions as described above in paragraphs 3 through 8 constitute cause for which the Board has authority to discipline Licensee's license.

10. Section 191.694, RSMo, states, in relevant part:

   1. All health care professionals and health care facilities shall adhere to universal precautions, as defined by the Centers for Disease Control of
the United States Public Health Service, including the appropriate use of hand washing, protective barriers, and care in the use and disposal of needles and other sharp instruments, to minimize the risk of transmission of HIV, HBV and other blood-borne infections to patients. Health care professionals and health care facilities shall comply with current guidelines, established by the Centers for Disease Control, for disinfection and sterilization of reusable devices used in invasive procedures.

11. Section 332.181, RSMo, states, in relevant part:

3. All persons 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.

4. Effective with the licensing period beginning on December 1, 2002, a license shall be renewed every two years. To renew a license, each dentist must submit satisfactory evidence of completion of fifty hours of continuing education during the two-year period immediately preceding the renewal period. Each dentist shall maintain documentation of completion of the required continuing education hours as provided by rule. Failure to obtain the required continuing education hours, submit satisfactory evidence, or maintain documentation is a violation of section 332.321.

12. Regulation 20 CSR 2110-2.071 states, in relevant part:

(1) Any person licensed to practice dentistry or dental hygiene shall renew that license every two (2) years. Every licensee shall provide the board a completed renewal application on a form prescribed by the board that shall contain updated information since the preceding renewal period.

...)

(3) Failure of the licensee to receive a renewal application shall not relieve the licensee of the obligation to renew the license and pay the required fee prior to the expiration date of the license. Deposit of the renewal fee by the board or the Division of Professional Registration does not indicate acceptance of the renewal application or that any licensing requirements have been fulfilled.

(4) Renewal, by statute, is contingent upon the licensee having successfully completed the mandatory hours of continuing education during the two (2)-year time block as specified in 20 CSR 2110-2.040.

...

(8) The license of any dentist or dental hygienist shall expire if not renewed on or before the license expiration date. An expired license can be renewed at any time within four (4) years of the license expiration date by submission of a properly completed renewal application form, payment of the renewal fee and renewal penalty fee as specified in 20CSR 2110-2.170(1)(C), and by providing the board with proof of having successfully completed the mandatory continuing education hours.
13. Regulation 20 CSR 2110-2.240 states, in relevant part:

(2) In order to renew a license, each dentist shall submit satisfactory evidence of completion of fifty (50) hours of continuing education during the two (2)-year period immediately preceding the renewal period, and each dental hygienist shall submit satisfactory evidence of completion of thirty (30) hours of continuing education during the two (2)-year period immediately preceding the renewal period. Any hours acquired beyond the required number may be carried forward into the next time block not to exceed twenty-five (25) hours for dentists and fifteen (15) hours for dental hygienists. Of the fifty (50) hours required for dentists, not less than forty (40) must be hours directly related to the updating and maintaining of knowledge and skills in the treatment, health, and safety of the individual dental patient. Of the thirty (30) hours required for dental hygienists, not less than twenty-five (25) must be hours directly related to the updating and maintaining of knowledge and skills in the treatment, health, and safety of the individual dental patient. One (1) hour of continuing education shall be granted for every fifty to sixty (50–60) minutes of contact (either academic or clinical) instruction.

(A) For the licensure renewal form due November 30, 2004, and each subsequent renewal period after that, the licensee shall report the number of hours obtained for the two (2)-year period just completed and shall attest to those hours by signing the form. 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. 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.

14. Cause exists for the Board to take disciplinary action against Licensee’s license under § 332.321.2(5), (6) and (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:

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of, or relating to one’s ability to perform, the functions or duties of any profession licensed or regulated by this chapter;
(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;

... 

(16) Failure or refusal to properly guard against contagious, infectious or communicable diseases or the spread thereto[.]

**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:

15. The terms of discipline shall include that the dental license, license number 013064, 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. **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 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.

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.

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. 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).
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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

**LICENSEE**

Oran L. Crawford, D.D.S.

Date 8-24-17

**BOARD**

Brian Barnett,
Executive Director
Missouri Dental Board

Date 8/31/17