SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND DARRELL W. HEDRICK, D.D.S.

Come now Darrell W. Hedrick, 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. Licensee enters this settlement agreement for the purposes of settlement only and to avoid the additional expense of litigation. This settlement agreement shall fully and finally resolve all complaints and disciplinary matters currently outstanding and within the Board's knowledge. However, nothing herein shall prevent the Board from taking additional action against Licensee in the event complaints or facts giving rise to discipline are provided to the Board subsequent to this settlement agreement.

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.

¹ All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.
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 014903 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.

2. Licensee, Darrell W. Hedrick, D.D.S., is licensed by the Board as a dentist, License No. 014903. Licensee’s Missouri license was not active at all times relevant, as discussed below, but is now current and active.

3. On or about April 8, 2013, Board Investigator Kevin Davidson received a telephone call from Dwight Blair with Henry Schein, a dental supply company, regarding Licensee. Blair stated that he had attempted to verify Licensee’s license online at the Board’s website but there was no record of a current license. Investigator Davidson verified that Licensee’s license expired on November 30, 2012. Blair provided the Board a copy of the license that Licensee provided to Henry Schein with an order for supplies. The license had an expiration date of November 2014. Blair notified Licensee that his license was expired.

4. On or about April 22, 2013, Licensee faxed the Board a copy of a certified letter receipt from when he sent the Board his license renewal application and payment on December 3, 2012. Licensee’s fax also included a hand written note and several pages of continuing education verification. The hand written note stated that the supplier (Henry Schein) informed him that his license was expired. Licensee also stated to contact him if the Board needed anything further.

5. Upon investigation, the Board determined that it received Licensee’s original renewal packet, as described in paragraph 4 above, on December 3, 2012. However, Licensee’s check for his renewal fee was unsigned. Accordingly, it was sent back to Licensee. Licensee did not receive the package back from the Board and believed his license had been properly renewed in December 2012. However, because the Board received no response to its correspondence sent to Licensee, the Board did not renew Licensee’s license in December 2012.
6. On or about April 29, 2013, Board Investigators Jeff Dampf and Davidson went to Licensee’s dental office. At the time they arrived, Dr. Hedrick’s license was expired and he was treating patients. When they were able to speak with Licensee, the Board’s investigators explained why they were there. Licensee stated he did send a check with his renewal. Licensee stated that he never received the unsigned check back from the Board.

7. On or about April 29, 2013, Licensee admitted he altered his license because “he needed something from Henry Schein.” Licensee stated he changed the expiration date on the license and sent it to Henry Schein. Licensee stated he made a copy of the license and altered it “free hand.” Licensee stated he represented to Henry Schein that he had an active license because he believed his license was, in fact, current and active. Licensee stated that the license he had on display at his practice indicated his license was expired.

8. On or about April 30, 2013, Licensee renewed his dental license.

9. Licensee’s actions as described above in paragraphs 3 through 8 the violation of a professional trust and confidence and a violation of the laws related to licensure of dentists, in violation of Chapter 332, and the provisions thereof, and the lawful regulations promulgated pursuant to Chapter 332, as further set forth below.

10. Section 332.081.1, RSMo, states, in relevant part:

    No person or other entity shall practice dentistry in Missouri or provide dental services as defined in section 332.071 unless and until the board has issued to the person a certificate certifying that the person has been duly registered as a dentist in Missouri or to an entity that has been duly registered to provide dental services by licensed dentists and dental hygienists and unless and until the board has issued to the person, a license, to be renewed each period, as provided in this chapter to practice dentistry or as a dental hygienist, or has issued to the person or entity a permit, to be renewed each period, to provide dental services in Missouri.

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

    1. No person shall engage in the practice of dentistry in Missouri without having first secured a license as provided for in this chapter.

    ... 

    3. 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.

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.

...

(10) Any licensee who fails to renew his/her license on or before the license expiration date shall not perform any act for which a license is required unless and until the license is properly renewed.

13. Cause exists for the Board to take disciplinary action against Licensee’s license under § 332.321.2 (6) and (13), 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;

...

(13) Violation of any professional trust or confidence[.]
I. EDUCATIONAL REQUIREMENTS

A. Licensee shall take and pass the Board’s jurisprudence examination within twelve (12) months of this Agreement becoming effective. Licensee shall contact the Board office to request a current law packed 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.

15. The parties to this Agreement understand that the Missouri Dental Board will maintain this Agreement as an oper record of the Board as provided in Chapters 332, 610 and 324, RSMo.

16. 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.

17. 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.

18. 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.
19. 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**

[Signature]

Darrell W. Hedrick, D.D.S.

Date 23 March 2017

**BOARD**

[Signature]

Brian Barnett,
Executive Director
Missouri Dental Board

Date 3/29/2017