SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND THOMAS J. HINES, D.D.S.

Come now Thomas J. Hines, 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, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline Licensee’s license, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo.

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

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
011352, is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

**Joint Stipulation of Facts and Conclusions of Law**

1. The 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, RSMo.

2. Licensee is licensed by the Board as a dentist, License No. 011352. Licensee’s license is, and was at all times relevant herein, current and active.

3. On or about October 6, 2017, the Board received a written complaint from a patient of Licensee.

4. The complaint alleged that, when the patient visited Licensee’s office on or about October 3, 2017, it was unsanitary. The complaint alleged that Licensee’s office had “trash everywhere”, the carpet was dirty, the table was dirty, and his equipment was dirty. The complaint further alleged that Licensee had on the same gloves from his prior patient and that Licensee examined the patient using the “dirty gloves.” The patient saw “bloody gloves on his table” and a “dirty mirror tool.” The patient excused himself to use the restroom and did not return. The patient additionally wrote in his complaint “Please go and check his office. Please. Don’t call him – go and check. I never see [sic] anything like that.”

5. On or about May 14, 2018, an investigator with the Central Investigations Unit (“CIU”) went to Licensee’s office located at 42 Four Seasons Shopping Center, Suite 117, Chesterfield, Missouri 63017 to conduct an infection control inspection.

6. Licensee’s office was open for business.

7. Licensee’s 2012 expired dental license was hanging on the wall of his office and a current and valid license was not displayed in his office.
8. The investigator conducted the infection control inspection finding all fourteen areas of review in non-compliance, including violations of a number of CDC guidelines for cleanliness, sterilization, and infection control.

9. The investigator observed the entire office to be “extremely unsanitary and in poor condition” for patients.

10. CIU investigators conducted another infection control inspection at Licensee’s office on or about June 27, 2018.

11. Licensee’s office was open for business.

12. The investigators conducted the infection control inspection finding two of the fourteen areas of review in non-compliance, including unresolved violations of CDC guidelines for cleanliness, sterilization, and infection control.

13. The investigators noted that the carpet is stained and worn; operatory and dentist chairs are worn; and the sterilization and lab rooms are dirty.

14. CIU investigators conducted another infection control inspection at Licensee’s office on or about September 19, 2018.

15. Licensee’s office was open for business.

16. The investigators conducted the infection control inspection finding two of the fourteen areas of review in non-compliance.

17. Licensee has failed to timely submit autoclave testing samples to the laboratory for analysis, which jeopardizes the accuracy of the results and increases the risk of the spread of disease due to the erroneous results.

18. Section 191.694.1, RSMo, states, in relevant part: 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...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.

19. Licensee is subject to the requirements of Section 191.694, RSMo, and he is in violation of them as set forth in the May and June Infection Control Inspection Reports.

20. 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.

21. Licensee's conduct, as set forth above, constitutes incompetency, misconduct and/or gross negligence in the performance of, or relating to the ability to perform, the functions or duties of a dentist, for which the Board has cause to take disciplinary action against Licensee's license pursuant to Section 332.321.2(5), RSMo.

22. Licensee's conduct, as set forth above, constitutes a violation of Section 332.181.3, RSMo, for which the Board has cause to take disciplinary action against his license pursuant to Section 332.321.2(6), RSMo.

23. Licensee's conduct, as set forth above, constitutes the failure to display a valid license for which the Board has cause to take disciplinary action against his license pursuant to Section 332.321.2(12), RSMo.

24. Licensee's conduct, as set forth above, constitutes a violation of a professional trust and/or confidence for which the Board has cause to take disciplinary action against his license pursuant to Section 332.321.2(13), RSMo.

25. Licensee's conduct, as set forth above, constitutes the failure or refusal to properly guard against contagious, infectious or communicable diseases or the spread thereof for which the Board has cause to take disciplinary action against his license pursuant to Section 332.321.2(16), RSMo.
26. Licensee's conduct, as set forth above, constitutes his failure to maintain his office, laboratory, equipment and instruments in a safe and sanitary condition for which the Board has cause to take disciplinary action against his license pursuant to Section 332.321.2(17), RSMo.

27. Cause exists for the Board to take disciplinary action against Licensee's license pursuant to § 332.321.2(5), (6), (12), (13), (16), and (17), 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 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:

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(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;

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(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;

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(16) Failure or refusal to properly guard against contagious, infectious or communicable diseases or the spread thereof;

(17) Failing to maintain his or her office or offices, laboratory, equipment and instruments in a safe and sanitary condition[.]

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 § 332.321, RSMo, and Chapter 621, RSMo:
1. The terms of discipline shall include that Licensee’s dental license, license number 011352, 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 this Settlement Agreement.

2. 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 (to include each and every location where he is practicing) and telephone numbers. Licensee shall submit reports to the Missouri Dental Board, P.O. Box 1367, Jefferson City, Missouri 65102, for all current home and work addresses and telephone numbers by no later than January 1 and July 1 during each year of the disciplinary period and 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. Licensee may allow his license to lapse at the end of the current licensure period (November 30, 2020) if he elects to retire. Should Licensee so elect, Licensee shall send written notice to the Board that he has ceased practicing dentistry and allowed his license to expire. Such notice shall be sent to the Board before November 30, 2020. If Licensee elects to continue practicing dentistry for any period of time after November 30, 2020, Licensee shall timely renew his license in accordance with Missouri law and the Board’s regulations.

   E. If at any time during the disciplinary period, Licensee removes himself from the state of Missouri, ceases to be currently licensed under the provisions of Chapter 332, RSMo, 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 § 332.321.9, RSMo.

   F. During the disciplinary period, Licensee shall accept and comply with unannounced visits of his work address(es) 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 revocation, after notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

H. This Settlement Agreement resolves the Board’s claims against Licensee arising from the incidents mentioned in this Settlement Agreement, to include: 1) the October 6, 2017 complaint received by the Board; 2) the Board’s May 14, 2018, June 27, 2018, and September 19, 2018 infection control inspections; and 3) deficiencies in Licensee’s autoclave testing prior to the effective date of this Agreement. 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.

3. The parties to this Settlement 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.

4. 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.

5. Upon the expiration of the Disciplinary Period and successful completion of the Disciplinary Period, Licensee’s license shall be fully restored if all other requirements of the law have been satisfied; provided however, that in the event the Board determines that Licensee has violated any term or condition of this Settlement Agreement, the Board may, in its discretion, after notice and an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke, or otherwise lawfully discipline Licensee’s license.
6. The Board shall enter no order imposing further discipline on Licensee’s license without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

7. If the Board determines that Licensee has violated a term or condition of this Settlement Agreement, and that violation would also be actionable in a proceeding before the Administrative Hearing Commission or in a circuit court, the Board may elect to pursue any lawful remedies or procedures afforded to it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning such violation(s).

8. If any alleged violation of this Settlement Agreement occurs during the Disciplinary Period, the Board may choose to conduct a hearing on the alleged violation either during the Disciplinary Period, or as soon thereafter as a hearing can be held, to determine whether a violation of the terms and conditions of the Disciplinary Period occurred and, if so, may impose further discipline on the license of Licensee. The Board has continuing jurisdiction to hold a hearing to determine if a violation of the terms and conditions of the Disciplinary Period occurred.

9. 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.
10. Each party agrees to pay all their own expenses and fees incurred as a result of this matter or any ensuing litigation.

11. Within five days of the effective date of this Settlement Agreement, the Board shall dismiss Case No. 18SL-CC02072 pending in the Circuit Court of St. Louis County.

12. This Settlement Agreement goes into effect the date it is signed by the Executive Director of the Board. Licensee waives review of this Settlement Agreement by the Administrative Hearing Commission.

**LICENSEE**

Thomas J. Hines, D.D.S.

Date 12-4-18

**BOARD**

Brian Barnett
Executive Director
Missouri Dental Board

Date 12/10/2018