SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND ANTHONY LINDAHL, D.M.D.

Come now Anthony Lindahl, D.M.D. ("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. The Board provided to Licensee, in total, the following documents constituting its investigative report and other documents relied upon by the Board: 50 pages of documents, including the Board’s one-page letter to Mr. Merrill dated June 1, 2018, Malpractice Report 1 and 2 of 2, and Lindahl Response 1 to 47 of 47. No other documents were provided by the Board.

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 2003017402 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, Anthony Lindahl, D.M.D., is licensed by the Board as a dentist, license number 2003017402. Licensee’s Missouri license has an expiration date of November 30, 2018.

3. The Board received from the Department of Insurance, Financial Institutions & Professional Registration (DIFP) a one-page Medical Professional Liability Insurance Claim Report, which contained information reported by Continental Casualty Company on January 31, 2017. The information reported by Continental Casualty Company to DIFP was a thumbnail “summary” of the content of a “demand letter” that the insurer had received from a St. Louis personal injury lawyer on or about September 28, 2017. Dental records regarding this case were requested from Licensee, through his attorney. Licensee disputes the content of the personal injury attorney’s September 28, 2017 letter. Despite request by Licensee’s attorney, the personal injury attorney provided no further information or support for the allegations contained in his letter.

4. At the April 19-20, 2018 Board meeting, the Board reviewed the DIFP report regarding Licensee and the Board voted to have the Licensee appear before the Board during the Board’s August 2018 meeting.

5. The dental records obtained from Licensee reflect that J.H. was a patient of Licensee from June 2013 through January of 2017.

6. Progress Notes from the patient’s initial visit on June 7, 2013, reflect that a comprehensive oral examination and periodontal examination were performed, however no dental charting, and no periodontal probing measurements were included. There were notations regarding the type of restoration present and missing teeth. Documents marked MSPD 11 and 12 show J.H.’s medication list as of June of 2013. The medical history form of June 7, 2013 (MSPD 28) reflected that J.H. bruised easily, had high blood pressure and had a history of cardiovascular surgery, including a quadruple bypass surgery.
7. Progress Notes from an office visit on June 12, 2014, reflected that J.H. had a recent Prothrombin Time (PT), a measurement of how long it takes blood to clot, used to check for bleeding problems and/or to see if medicine to prevent blood clots is working, and that “all looked great.” (MSPD 15.)

8. On November 16, 2016, J.H. filled out an updated health history form (MSPD 10). Under “Are you currently taking any medication?” J.H. did not check the “Yes” box. J.H. gave no other indication that she was taking any medications.

9. Clinical notes indicate that J.H. had been having symptoms with tooth number “3” for almost two years. The tooth was restored with composite and Licensee had recommended endodontic therapy as the tooth was an abutment for a fixed partial denture. Licensee had referred J.H. to an Endodontist for evaluation. J.H. did not seek the referral and requested Licensee remove the tooth.

10. On or about January 25, 2017, J.H. presented to have tooth number “3” removed. There are no pre-operative vital signs indicated in the Clinical Chart Notes.

11. When Licensee found out the J.H. had passed away, Licensee did not file a Patient Death Or Injury Form. The Patient Death Or Injury Form was not required to be filed because bleeding from an extraction site is normal and Licensee’s uncomplicated extraction of the tooth was not treatment “that resulted in mortality or injury.” As stated by 20 CSR 2110-2.210, the purpose of the rule is to monitor injuries or deaths “occasioned by the care and treatment provided by” licensees, and bleeding from an extraction site with good follow-up advice for stopping the bleeding and/or calling the office if bleeding continues and/or calling 911 and proceeding to the hospital is sound advice. There is no evidence before the Board that the tooth extraction resulted in mortality or injury.

12. Licensee appeared with counsel at the Board’s August 2, 2018 meeting. Licensee agreed that he should have documented vital signs.

13. Licensee agrees that he should have documented J.H.’s vital signs in the progress notes.

14. Section 332.052, RSMo, states, in relevant part:

1. Dentists shall maintain an adequate and complete patient record for each patient and may maintain electronic records provided the record-keeping format is capable of being printed for review by the board.
15. Licensee's actions as described above in paragraphs 6 through 13 constitute cause to discipline Licensee's license in accordance with paragraph 14 above, for which the Board has authority to discipline Licensee's license.

16. Because Licensee did not document vital signs, 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:

17. The terms of discipline shall include that the dental license, license number 2003017402 shall immediately 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. EDUCATIONAL REQUIREMENTS to be completed within 12 months:

A. Licensee shall complete 14 hours of continuing education in oral diagnosis, pharmacology, record keeping, and risk management.

II. GENERAL REQUIREMENTS for the term of 12 months:

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.

18. 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.

19. 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.

20. 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.
21. 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, United States Post Office Building, 131 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102-1557.

22. 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

[Signature]
Anthony Lindahl, D.M.D.

Date 8/22/19

BOARD

[Signature]
Brian Barnett,
Executive Director
Missouri Dental Board

Date 8/30/2019