SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD 
AND RICHARD A. SQUIRES, D.D.S.

Come now Richard A. Squires, DD.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, R.S.Mo., 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, R.S.Mo.

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 only, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee’s license, numbered 011774 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, R.S.Mo.

**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, R.S.Mo., for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee Richard A. Squires, D.D.S. is licensed by the Board as a dentist, License No. 011774. Licensee’s Missouri license was at all times relevant herein, and is now, current and active.

I. **L.N. Complaint**

3. On or about September 2, 2016, L.N. filed a complaint with the Board regarding Licensee. L.N. alleged that Licensee rendered orthodontic care “without the necessary skill or training to do so.” She alleged further that Licensee “inappropriately placed upper and lower expanders” in L.N.’s adult mouth, “along with other orthodontic devices, which had to be removed because they caused permanent damage” to L.N.’s mouth.

4. Based on L.N.’s complaint, the Board initiated an investigation.

5. As part of the Board’s investigation, on or about September 1, 2016, L.N. provided L.N.’s dental treatment record to the Board. Licensee’s records show Licensee first treated L.N. in July 2013 as a Dentist employed with Fairview Dental/Heartland. Licensee diagnosed L.N. with “decay and Invisalign” and an orthodontic treatment plan was prepared. At the time the treatment plan was prepared, L.N. would have been approximately 24 years old. Licensee’s treatment plan
for L.N. called for the expansion of the adult dental arches in an attempt to align L.N.'s upper teeth in relation to L.N.'s lower teeth.

6. On or about June 11, 2014, Licensee made the first chart entry regarding L.N.'s treatment. Impressions were taken and a bite registration was taken, but there was no mention of photographs or other records indicating L.N.'s dental health on this date. On or about July 15, 2014, full fixed appliances were placed, which included maxillary and mandibular expanders. The last chart entry was on March 23, 2015.

7. Licensee’s records for L.N. contain no written documentation of the classification of L.N.'s malocclusion and a lack of informed consent reflected within L.N.'s record regarding L.N.'s open bite, cross bite, and tongue thrust.

8. Treatment records from L.N.'s subsequently treating Dentist, Dr. Dave Ries, D.D.S., M.S., indicated that L.N. had a click in the right joint, a class I occlusion, that the maxillary and mandibular arches were over expanded, that the lower midline was off 4mm to the right, that there was a unilateral cross-bite posterior right, that there was a 4mm anterior open bite at #7 - #9, that the roots of #s 3, 4, 14, 19, and 30 appeared to be palpated on buccal and had moved outside of the alveolar housing and that there were proclined maxillary and mandibular incisors.

9. Dr. Ries treatment recommendations for L.N indicated that the appliances placed in L.N’s mouth should be removed, L.N should have no retainer, that the teeth be allowed to relapse back into alveolar process, that L.N. be sent for a periodontal evaluation, that L.N. be sent for a surgical evaluation and, that L.N. be reevaluated for orthodontic treatment with orthognathic surgery.

10. As part of the Board’s investigation, on or about April 20, 2017, Licensee appeared before the Board during its regularly scheduled board meeting.
11. During Licensee’s appearance, Licensee testified he believed L.N.’s treatment record to contain written documentation of the classification of the malocclusion. He noted that he saw L.N. 13 months prior to actually doing any treatment for L.N. He recalled that they talked about the possibilities of surgery, and that L. N. was against having any surgical correction and was seeking an alternative so L.N. would not be embarrassed about her smile. Licensee testified that he advised L.N. that as she was opposed to surgery, treatment would be limited, but that he could try to get her some better arch form and try to close her open bite and address her tongue thrust associated with malocclusion. Licensee acknowledged the lack of written notes and informed consent regarding his treatment discussion with L.N. Licensee asserted that he was working for the Heartland Dental Corporation and that he had no control over informed consent documentation. Licensee further explained that the use of expansion of the adult dental arches rounded out the arch, but noted that it also “compromised the periodontal and osseous structures on 19, 30, 3 and 14.” Licensee concluded that had he known he would not have had the opportunity to finish the case, he would not have started it. Licensee asserted that had he been able to remove the appliances and continue treatment he believed he would have gotten the results he was looking to accomplish.

12. The Board contends that Licensee’s actions as described above in paragraphs 5 through 11 may constitute conduct regulated by this chapter for which the Board has authority to discipline Licensee’s license.

The Board and Licensee stipulate for the purpose of this Agreement only, that the Board may take disciplinary action against Licensee’s license. II. S.T. Complaint

13. On or about December 30, 2015, a complaint was filed with the Board regarding Licensee. S.T. alleged that Licensee applied her braces on March 11, 2014, and that she was
disappointed in how they looked due to the “extra cement” utilized in the application process. S.T. asserted that the extra cement made it difficult to clean her teeth. She asserted further that Licensee made her “uncomfortable;” he was rough when adjusting her braces and she felt that Licensee and his assistants had limited experience in rendering orthodontic care.

14. Based on S.T.’s complaint, the Board initiated an investigation.

15. S.T.’s dental treatment record provided to the Board reflects that Licensee treated S.T. until Licensee left Fairview Dental Care in early 2015. Licensee’s records show Licensee first treated S.T. in March 2014 for “comprehensive orthodontic treatment of the adult dentition.”

16. S.T.’s treatment record contained very limited pre-treatment documentation.

17. Licensee’s chart notes concerning S.T.’s orthodontic classification were very limited.

18. S.T.’s treatment record contained no pre-treatment photographs and there was no mention that any photographs were taken.

19. No Cephalometric Radiograph was found in S.T.’s chart.

20. There was very limited notation in S.T.’s treatment record of the treatment goals and treatment time.

21. Treatment records from S.T.’s subsequently treating Dentist, Dr. Dave Ries, DD.S., M.S., indicated that Licensee used mis-matched orthodontic brackets on S.T.’s teeth, which is verified by clinical photographs. Dr. Ries’ concern was raised over the positioning of the brackets, particularly on the upper central and lateral incisors. Finally, Dr. Ries found a “great deal of excess bonding agent/material was utilized by the Licensee.

22. The Board contends that Licensee’s actions as described above in paragraphs 16 through 22 may constitute for which the Board has authority to discipline Licensee’s license.
The Board and Licensee stipulate for the purpose of this Agreement only, that the Board may
take disciplinary action against Licensee’s license. **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, R.S.Mo.:

23. The terms of discipline shall include that the dental license, license number 011987,
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, R.S.Mo., provided he adheres to all of the terms of his Settlement Agreement.

I. **GENERAL AGREEMENT**

A. Licensee agrees he shall not provide orthodontic procedures for patients. In the event Licensee desires to provide orthodontic procedures for patients at any time in the future, Licensee shall not provide such procedures unless and until he attends one hundred fifty (150) hours of Orthodontic continuing education.

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 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, R.S.Mo.; 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, R.S.Mo.

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, R.S.Mo., by Licensee not specifically mentioned in this document.

24. 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, R.S.Mo.

25. 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.

26. 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, R.S.Mo., 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.

27. 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.

28. 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 by the Administrative Hearing Commission, the settlement agreement goes in to effect 15 days after the document is signed by the Executive Director of the Board.

LICENSEE

[Signature]

Richard Squires, D.D.S.

Date. 10-12-18
BOARD

[Signature]
Brian Barnett,
Executive Director
Missouri Dental Board

Date 10/22/2018