

BEFORE THE KANSAS DENTAL BOARD

FILED
DEC - 8 2006
KANSAS DENTAL BOARD

In the Matter of)
)
DAVID M. DERUYTER, D.D.S.)
)
_____)

Case No. 06-96

STIPULATION AND FINAL AGENCY ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the Kansas Dental Board (the "Board") and David M. DeRuytor, D.D.S. (the "Applicant") as follows:

1. The Board is represented herein by its attorney, Randall J. Forbes of Frieden, Haynes & Forbes, 555 South Kansas Avenue, Suite 303, Topeka, Kansas 66603. The Applicant is represented herein by his attorney, _____

2. The Board is the Kansas agency vested with the authority, pursuant to K.S.A. 74-1404 and K.S.A. 74-1406, to carry out and enforce the provisions of the Kansas Dental Law, K.S.A. 65-1401 *et seq.*, including conducting hearings and proceedings to revoke, suspend or otherwise discipline a Kansas license to practice dentistry.

3. The Applicant has submitted to the Board an application to be licensed to practice dentistry in the State of Kansas (the "Application").

4. The Board has received certain information, has investigated and has determined that there are reasonable grounds to believe that the Applicant has committed an act or acts that would justify denial of his Application.

5. Applicant hereby admits and waives any further proof in this or any other proceeding before or initiated by the Board and the Board finds that on February 21, 2003, the

Missouri Dental Board entered into a Settlement Agreement with the Applicant disciplining Applicant's Missouri license to practice dentistry (the "Missouri Settlement"). A true and correct copy of the Missouri Settlement is marked Exhibit A, attached hereto and incorporated herein by reference.

The Board finds and concludes that the Missouri Settlement is grounds for denying Applicant's application for a license to practice dentistry in the State of Kansas pursuant to K.S.A. 65-1436(b) and K.S.A. 65-1436 (a)(18).

6. The Board finds and the Applicant agrees that it is just and appropriate under the circumstances that he be issued a license to practice dentistry in the State of Kansas contingent upon his compliance with the following terms and conditions:

A. COMPLIANCE WITH THE MISSOURI SETTLEMENT. Applicant hereby agrees and consents to the Board's entry of an order requiring him to fully and timely comply with each of the requirements set forth in paragraphs 3, 4, 5, 6, 9, 12, 13, 14, 15, 16, 17, 18, 19, and 20 of the "Joint Agreed Disciplinary Order" section of the Missouri Settlement appearing on pages 5 - 9.

B. AUTHORIZATIONS. Applicant shall execute, at the Board's request and from time to time, one or more authorizations or other documents necessary to authorize and permit the Board to obtain any and all information, including treatment records, from the Missouri Board regarding Applicant's compliance with the terms of the Missouri Settlement.

C. IMPAIRED PROVIDER PROGRAM. Applicant shall immediately arrange to be evaluated by the Kansas Dental Impaired Provider Program. Respondent shall fully cooperate with the recommendations and requirements of the persons managing and implementing the Kansas Dental Impaired Provider Program, the recommendations and

requirements of the persons managing and implementing any evaluation and treatment programs recommended or required by the KS Dental Board Impaired Provider Program and the further requirements of the Board. Applicant shall at all times be in full compliance with the requirements of the Kansas Dental Impaired Provider Program. The Applicant shall authorize the Kansas Dental Impaired Provider Program and any provider of evaluation or treatment programs ~~she~~^{he} engages in to provide full and complete documentation and information regarding the Applicant's involvement in the programs, his evaluations and treatment, including, but not limited to, all records and medical reports.

D. OTHER REQUIREMENTS. Applicant acknowledges and agrees that as a condition of this Stipulation and Final Agency Order he must:

1. Comply fully with this Stipulation and Final Agency Order; and
2. Comply fully with the Kansas Dental Act, the Board's rules and regulations and all state and federal laws relating to Kansas dentists.

9. Applicant agrees and stipulates that any violation of the terms of this Stipulation or the Final Agency Order contemplated hereby shall be sufficient grounds to revoke or otherwise discipline Applicant's license to practice dentistry in the State of Kansas.

8. Applicant agrees that all information in the possession of the Board's Investigation Member, its staff, its investigators and its attorney regarding the investigation of his application may be disclosed to and considered by the Board as part of the presentation and consideration of this Stipulation and Final Agency Order and the Final Order provided for herein, with or without the presence of the Applicant or his attorney. In the event that this Stipulation and Final Agency Order and the Final Order provided for herein are not accepted and approved by the Board, the Applicant further waives any objection to the Board members'

consideration of this Stipulation and Final Agency Order or the information mentioned in the preceding sentence and further agrees to waive any claim of due process violation or the right to seek the disqualification of any Board member as a result of the Board members' consideration of said document and information.

9. The stipulations contained herein shall not become binding until this Stipulation and Final Agency Action is approved by the Board and the Final Order provided for herein is entered by the Board. The Applicant acknowledges that the approval of the Board's attorney shall not constitute the approval of the Board or bind the Board to approve this Stipulation and Final Agency Action or the Final Order provided for herein.

10. The Applicant agrees that this Stipulation and Final Agency Order is in conformance with Kansas and federal law and the Board has jurisdiction to enter into it and enter the Final Order provided for herein. The Applicant further agrees that the Kansas Dental Act, K.S.A. 65-1421 *et seq.* is constitutional on its face and as applied in this case.

11. This stipulation constitutes the entire agreement of the parties and may only be modified by a subsequent writing signed by them. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

12. The Applicant acknowledges that he has the following rights:

- A. To have formal notice of charges served upon him;
- B. To file a response to the charges;
- C. To have notice of and participate in a formal adjudicative hearing with the Board making specific findings of facts and conclusions of law based only upon evidence admitted at such hearing.

D. To take advantage of all applicable provisions of the Kansas Administrative Procedures Act and the Act for Judicial Review and Civil Enforcement of Agency Action.

The Applicant freely waives these rights and acknowledges that said waiver is made voluntarily and in consideration of the Board's granting him a license to practice dentistry in the State of Kansas. The Applicant further waives the right to seek reconsideration or appeal or otherwise contest this Stipulation and Final Agency Order and the Final Order provided for herein.

13. The Applicant acknowledges that he enters into this Stipulation and Final Agency Order freely and voluntarily after consultation with counsel of his choosing. The Applicant further acknowledges that he has read this Stipulation and Final Agency order in its entirety, that he understands its legal consequences and that he agrees that none of its terms are unconscionable, arbitrary or capricious.

14. Time is of the essence to this Stipulation and Final Agency Order. Applicant acknowledges and agrees that any violation of this Stipulation and Final Agency Order shall constitute a willful violation of a lawful Board order and grounds for further disciplinary action against him. The pendency of any disciplinary action arising out of an alleged violation of this Stipulation and Final Agency Order shall not affect the obligation of Applicant to comply with all terms and conditions of this Stipulation and Final Agency Order.

15. This Stipulation and Final Agency Order constitutes the entire and final agreement of the parties. In the event any provision of this Stipulation and Final Agency Order is deemed invalid or unenforceable by a court of competent jurisdiction, it shall be severed and

the remaining provisions of this Stipulation and Final Agency Order shall be given full force and effect.

16. Upon execution by all parties, this Stipulation and Final Agency Order shall be a public record in the custody of the Board.

17. This Stipulation and Final Agency Order shall become effective on the day it is approved, accepted and made an order of the Board by way of signature of the Board's authorized representative.

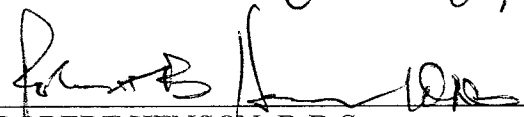
18. The Applicant acknowledges that he has been advised by the Board that he would have the right within 15 days after service of the Final Order provided for herein to file a petition for reconsideration with the Board and the right within 30 days after service of the Final Order provided for herein to file a petition for judicial review in the District Court of Shawnee County, Kansas in accordance with the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et seq.* and to serve such a petition for judicial review on the Kansas Dental Board by serving Betty Wright, its Executive Director, at 900 SW Jackson, Room 564-S, Topeka, KS 66612. The Applicant hereby waives those rights.

AGREED AND ACCEPTED BY:



DAVID M. DERUYTER, D.D.S.

11-27-06
Date



ROBERT HENSON, D.D.S.
Investigation Member

12-8-06
Date

BEFORE THE KANSAS DENTAL BOARD

In the Matter of)
)
DAVID M. DERUYTER, D.D.S.)
_____)

Case No. 06-96

FINAL ORDER

Upon motion duly made, seconded and passed, the Kansas Dental Board (the "Board") approves and accepts the within Stipulation and incorporates the provisions thereof as the Final Order of the Board. The Board finds that on February 21, 2003, the Missouri Dental Board entered into a Settlement Agreement with the Applicant disciplining Applicant's Missouri license to practice dentistry (the "Missouri Settlement"). The Board further finds and concludes that the Missouri Settlement is grounds for denying Applicant's application for a license to practice dentistry in the State of Kansas, pursuant to K.S.A. 65-1436(b) and K.S.A. 65-1436 (a)(18).

The Board further finds and concludes that the Applicant should be issued a license to practice dentistry in the State of Kansas, contingent upon his compliance with the following terms and conditions:

A. COMPLIANCE WITH THE MISSOURI SETTLEMENT. Applicant shall and is hereby ordered to fully and timely comply with each of the requirements set forth in paragraphs 3, 4, 5, 6, 9, 12, 13, 14, 15, 16, 17, 18, 19, and 20 of the "Joint Agreed Disciplinary Order" section of the Missouri Settlement appearing on pages 5 - 9.

B. AUTHORIZATIONS. Applicant shall and is hereby ordered to execute, at the Board's request and from time to time, one or more authorizations or other documents

necessary to authorize and permit the Board to obtain any and all information, including treatment records, from the Missouri Board regarding Applicant's compliance with the terms of the Missouri Settlement.

C. IMPAIRED PROVIDER PROGRAM. Applicant shall and is hereby ordered to immediately arrange to be evaluated by the Kansas Dental Impaired Provider Program. Respondent shall fully cooperate with the recommendations and requirements of the persons managing and implementing the Kansas Dental Impaired Provider Program, the recommendations and requirements of the persons managing and implementing any evaluation and treatment programs recommended or required by the Kansas Pharmacy Impaired Provider Program and the further requirements of the Board. Applicant shall at all times be in full compliance with the requirements of the Kansas Dental Impaired Provider Program. The Applicant shall authorize the Kansas Dental Impaired Provider Program and any provider of evaluation or treatment programs ~~she~~^{he} engages in to provide full and complete documentation and information regarding the Applicant's involvement in the programs, his evaluations and treatment, including, but not limited to, all records and medical reports.

D. OTHER REQUIREMENTS. Applicant shall and is further ordered:

1. To fully comply with the Stipulation and Final Agency Order; and
2. To fully comply with the Kansas Dental Act, the Board's rules and regulations and all state and federal laws relating to Kansas dentists.

It is further hereby ordered that, pursuant to the Applicant's agreement and stipulation, any violation of the terms of the Stipulation signed by the Applicant or this Final Agency Order shall be sufficient grounds to revoke or otherwise discipline Applicant's license to practice dentistry in the State of Kansas.

IT IS SO ORDERED.

ENTERED AND EFFECTIVE this 8th day of December, 2006.

KANSAS DENTAL BOARD

By: Karen Callanan DDS

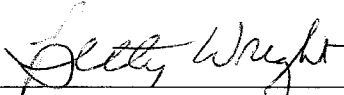
Karen Callanan, D.D.S., M.S.
President

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing STIPULATION AND FINAL AGENCY ORDER was served upon counsel by depositing same in the United States mail, postage prepaid, this 11 day of December, 2006, addressed to:

Randall J. Forbes
FRIEDEN, HAYNES & FORBES
555 S. Kansas Avenue, Suite 303
Topeka, KS 66603

David M. DeRuyter, D.D.S.
7501 West 98th Street
Overland Park, Kansas 66612



Betty Wright
Executive Director
KANSAS DENTAL BOARD



Matt Blunt, Governor
State of Missouri

David T. Broeker, Director
Division of Professional Registration

Gregory A. Steinhoff, Director
Department of Economic Development

MISSOURI DENTAL BOARD
3605 Missouri Boulevard
P.O. Box 1367
Jefferson City, MO 65102-1367
573-751-0040
573-751-8216 FAX
800-735-2966 TTY
800-735-2466 Voice Relay Missouri
dental@pr.mo.gov
<http://www.pr.mo.gov>

Sharlene Rimiller
Executive Director

August 29, 2006

Betty Wright
Executive Director
Kansas Dental Board
Landon State Office Building
900 SW Jackson, Rm 564-S
Topeka, KS 66612-1572

Dear Ms. Wright:

This letter will certify that the attached copies are accurate and true copies of the records of the Missouri Dental Board contained in the file of D. Michael DeRuyter, D.D.S.

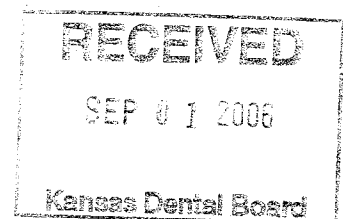
If you should have any questions regarding these documents, please do not hesitate to contact this office.

Sincerely,

Vickie Holtmeyer
Investigator I

VH:ps

Enclosure



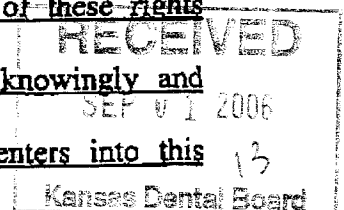
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**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
DENTAL BOARD AND D. MICHAEL DERUYTER, D.D.S.**

COME NOW the licensee, D. Michael DeRuyter, D.D.S. ("Licensee"), and the Missouri Dental Board ("Board") and enter in to 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 Supp. 1997, the parties hereto waive the right to a hearing of the issues stipulated in this Agreement by the Administrative Hearing Commission ("AHC") of the state of Missouri and, additionally, the right to disciplinary hearing before the Board under §621.110, RSMo 1994, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

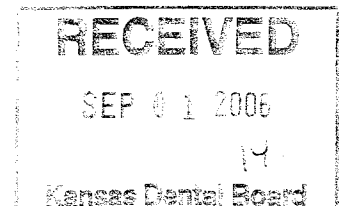
Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial 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; the right to a ruling on questions of law by an Administrative Hearing Commissioner; 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 her by operation of law, D. Michael DeRuyter, D.D.S., 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 complaint filed with the Board, investigative report, and other documents relied upon by the Board in determining there was cause for discipline against his license. Licensee acknowledges that the Board and its attorney followed the procedures enumerated in Section 621.045, RSMo Supp. 1997, including but not limited to:

- (1) providing Licensee with a written description of the specific conduct for which discipline is sought, and a citation to the law and rules violated, together with copies of any documents which are the basis thereof;
- (2) waiting to offer a settlement proposal to Licensee until more than thirty (30) days after providing the above-mentioned description, citation, and documents;
- (3) allowing Licensee at least sixty (60) days from the date of mailing to consider the Board's initial settlement offer and discuss the terms of such settlement offer with the Board;
- (4) advising Licensee that Licensee may, either at the time the settlement agreement is signed by all parties, or within fifteen (15) days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement constitute grounds for denying or disciplining the license of Licensee;



- (5) advising Licensee that Licensee has the right to consult an attorney at Licensee's own expense in any contact pursuant to Section 621.045.3 by the Board or its counsel.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this agreement are true and stipulates with the Board that Licensee's license as a dentist, number 013864, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 332, RSMo 1994, Dentistry.

JOINT STIPULATION OF FACT

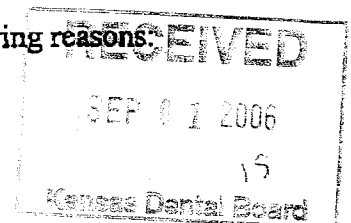
1. The Missouri Dental Board ("Board") is an agency of the state of Missouri created and established pursuant to Section 332.021 RSMo 1994, for the purposes of administering and enforcing the provisions of Chapter 332, RSMo, Dentistry.

2. Licensee is licensed by the Board as a dentist, license number 012974. Licensee's license to practice dentistry is now, and was at all times stated herein, current and active.

3. Periodically since May 2000, Respondent has practiced dentistry under the influence of cocaine in a manner that has resulted to impairment to the safety of patients and has affected the reasonableness of his dental skills in that Respondent has failed to keep appointments and has been impaired when working on patients.

JOINT CONCLUSIONS OF LAW

4. Section 332.321.2, in relevant part, provides that Petitioner may discipline a license to practice dentistry and certificate of registration for the following reasons:



...(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.

...(13) Violation of any professional trust or confidence.

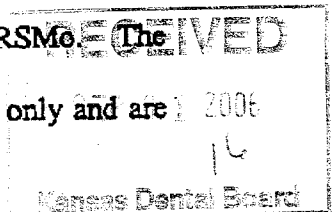
...(20) Being unable to practice as a dentist, specialist or hygienist with reasonable skill and safety to patients by reasons of professional incompetency, or because of illness, drunkenness, excessive use of drugs, narcotics, chemicals, or as a result of any mental or physical condition. . . .

5. The conduct of Respondent, as alleged herein, constitutes incompetency, gross negligence and a violation of professional trust and confidence.

JOINT AGREED DISCIPLINARY ORDER

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under authority of §621.045.3, RSMo Supp. 1997.

1. Effective ^{March 15, 2003} ~~April 1, 2003~~, Licensee's license to practice dentistry in the State of Missouri, number 012974, shall be suspended for a period of ninety (90) days to be followed by a period of probation for five (5) years beginning immediately following the period of suspension ("disciplinary period"). Licensee shall return his dental license, wall-hanging certificate, pocket card, and all other indicia of licensure to the Board no later than the day before the first day of suspension to be held by the Board during the period of suspension. Failure to return the license, wall-hanging certificate, pocket card, and other indicia of licensure shall be a violation of this Settlement Agreement. During Licensee's suspension, Licensee shall not engage in the practice of dentistry under Chapter 332, RSMo, nor shall Licensee hold himself out in any fashion as being authorized to engage in the practice of dentistry under Chapter 332, RSMo. The following activities are identified for illustrative or informational purposes only and are

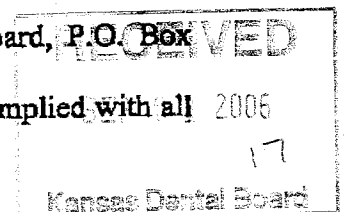


not intended to be an exhaustive listing of the activities that would constitute the practice of dentistry and that Licensee shall not engage in during suspension. During suspension, Licensee shall not engage in any gratuitous or occasional treatment of any person; shall not maintain an office; shall not provide consultation services or opinions of any kind concerning the dental care and treatment of any person; shall not charge or accept compensation for dental services from any person or entity unless the dental services were provided prior to the effective date of this Settlement Agreement; shall not provide testimony as an expert dental witness; and shall not endeavor in any manner to evaluate, test, diagnose, or treat any person. Following the period of suspension, Licensee's license shall be returned and shall be placed on probation as provided above. During Licensee's probation, Licensee shall be allowed to practice dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of this Settlement Agreement.

2. Licensee shall take the continuing education course in ethics sponsored by the University of Missouri-Kansas City. This continuing education shall be in addition to the continuing education required by law for licensure renewal by the Board. This course must be taken within the first twelve (12) months of the effective date of this Settlement Agreement. Licensee shall provide the Board with proof of attendance from the sponsor of the program no later than thirty (30) days after attending the course. Failure to obtain the required additional continuing education hours and/or submit the required documentation to the Board will result in a violation of the terms of discipline.

3. 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.

4. 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.

5. 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.

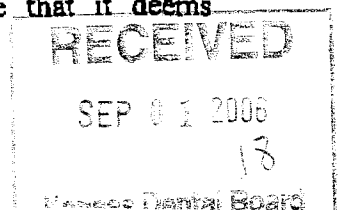
6. Licensee shall comply with all provisions of the Dental Practice Act, Chapter 332, RSMo; all applicable federal and state drug laws, rules and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.

7. 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.

8. 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, 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 Section 332.321.6, RSMo.

9. 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.

10. If Licensee fails to comply with the terms of this agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate.



11. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 332, RSMo; with the exception that the Board may not impose any further discipline against the license of Licensee based upon information known to the Board on the date that it executes this Settlement Agreement.

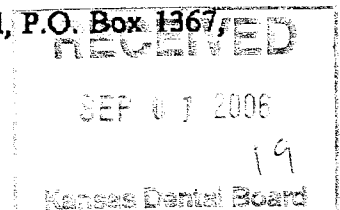
12. Licensee shall continue treatment for chemical dependency by a licensed or certified chemical dependency professional. The treating professional shall submit to the board evidence that he is license or certified in the treatment of chemical dependency. Licensee shall show this Settlement Agreement to the treating professional.

13. If treatment is recommended, Licensee shall execute a medical release or other appropriate release that shall remain in effect for the entire period covered by this Settlement Agreement authorizing the Board to obtain records of Licensee's treatment for chemical dependency. Licensee shall not take any action to cancel this release. Licensee shall take any and all steps necessary to continue the release in effect and shall provide a new release when requested.

14. Licensee shall cause a letter of ongoing treatment evaluation from the treating professional to be submitted to the Board by January 1, April 1, July 1 and October 1 during each year of the disciplinary period beginning the effective date of this Settlement Agreement.

(a) The letter shall include an evaluation of Licensee's current progress and status related to the treatment recommendations/plan and Licensee's current prognosis and treatment recommendations/plan.

(b) The letter shall be sent by the treating professional and/or the Committee addressed to: Missouri Dental Board, P.O. Box 1367,
Jefferson City, Missouri 65102.

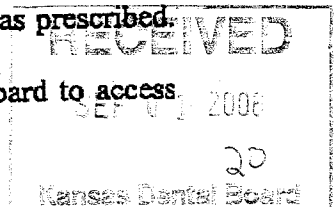


15. If the treatment of Licensee is successfully completed at any time during the period covered by this Settlement Agreement, Licensee shall cause the treating professional and/or the Committee to submit a letter of final evaluation/summary that includes a statement that Licensee has successfully completed treatment and indicates whether Licensee should continue a 12-step program. If continuance in a 12-step program is recommended, Licensee shall comply with terms of documentation as outlined in paragraph 16 herein.

16. If attendance is recommended, Licensee shall submit evidence of weekly (or recommended) attendance at Alcoholics Anonymous, Narcotics Anonymous, or other support groups meetings to the Board by January 1, April 1, July 1 and October 1 during each year of the disciplinary period beginning the effective date of this Settlement Agreement. The documentation shall include the date, time, and place of the meeting and shall bear a signature or abbreviated signature of another person verifying attendance.

17. During the disciplinary period, Licensee shall abstain completely from the use or consumption of alcohol. The presence of any alcohol whatsoever in a biological fluid sample shall constitute a violation of Licensee's discipline.

18. During the disciplinary period, Licensee shall abstain completely from the personal use or possession of any controlled substance or other drug for which a prescription is required unless that use of the drug has been prescribed by a person licensed to prescribe such drug and with whom Licensee has a bona fide relationship as a patient. Licensee shall forward to the Board written documentation of any such prescription within ten (10) days of issuance of the prescription specifying the medication prescribed, dosage prescribed and the condition for which the substance was prescribed. Upon request, Licensee shall execute a medical release authorizing the Board to access



all records pertaining to Licensee's condition, treatment and prescription maintained by the health care professional that prescribed the controlled substance. The presence of any controlled substance whatsoever in a biological fluid sample for which Licensee does not hold a valid prescription or for a prescription that Licensee has not forwarded documentation to the Board as required herein shall constitute a violation of Licensee's discipline.

19. Licensee shall inform any professional preparing a prescription for Licensee that Licensee is chemically dependent.

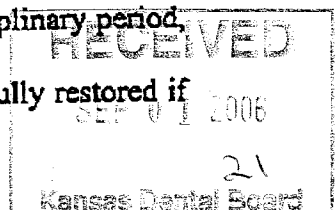
20. During the disciplinary period, Licensee shall, at Licensee's costs, submit to biological fluid testing as required by the Board. Licensee shall, upon demand and without delay, allow the Board's designated representative to obtain witnessed biological fluid samples and shall cooperate fully and completely with the Board's designated representative in providing such samples. The presence of any controlled substance whatsoever in a biological fluid sample for which Licensee does not hold a valid prescription shall constitute a violation of Licensee's discipline.

20. Licensee shall comply with all living arrangement recommendations of his treating professionals.

21. Licensee will not begin any new orthodontic cases or take on any new orthodontic patients during the first six (6) months of his probation.

22. The parties to this Settlement Agreement understand that the Board will maintain this Agreement as an open and public record of the Board as provided in Chapters 332, 610 and 620, RSMo.

23. Upon the expiration and successful completion of the disciplinary period, Licensee's license to practice dentistry in the State of Missouri, shall be fully restored if



all other requirements of law have been satisfied; provided, however, that in the event the Board determines that Licensee has violated any term or condition of this agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke, or otherwise lawfully discipline Licensee.

24. No order shall be entered by the Board pursuant to the preceding paragraph of this agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

25. If the Board determines that Licensee has violated a term or condition of this agreement, which violation would also be actionable in a proceeding before the AHC or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this agreement in its determination of appropriate legal actions concerning such violation.

26. In consideration of the foregoing, the parties consent to this Settlement Agreement and Waiver of Hearing Before the AHC and the Board based upon the facts stipulated in this Agreement.

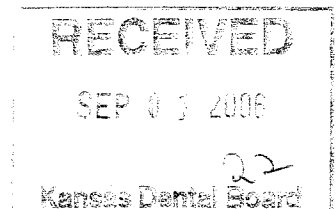
27. **D. MICHAEL DeRUYTER, D.D.S., AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE LINE**

_____ _____

REQUESTS

DOES NOT REQUEST

THE AHC TO DETERMINE IF THE FACTS SET FORTH HEREIN ARE GROUNDS FOR DICIPLINING LICENSEE'S LICENSE AS A DENTIST IN THE STATE OF MISSOURI.



28. If Licensee has requested review, Licensee and the Board jointly request that the AHC 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 AHC determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.


29. If Licensee has not requested review by the Administrative Hearing Commission, the agreement goes into effect 15 days after the document is signed by the Executive Director.

30. Licensee, together with his heirs and assigns, and his attorneys, does hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former 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 attorneys fees and expenses, including any claims pursuant to Section 536.087, RSMo, or any claim arising under 42 United States Code 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 its settlement. Licensee acknowledges that this paragraph is severable from remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law or administrative tribunal deems this Agreement or any portion thereof void or unenforceable.

LICENSEE


D. MICHAEL DERUYTER, D.D.S.

MISSOURI DENTAL BOARD


SHARLENE RIMILLER
EXECUTIVE DIRECTOR

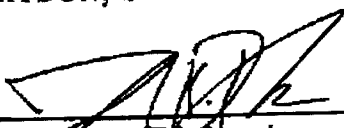
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Missouri Dental Board

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BRYDON, SWEARENGEN & ENGLAND



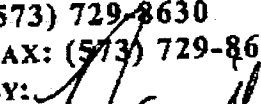
Johnny K. Richardson # 28744
P.O. Box 456
JEFFERSON CITY, MO 65102
(573) 635-7166
FAX (573) 635-3847

ATTORNEY FOR RESPONDENT

2/21/03
DATE

MISSOURI DENTAL BOARD

Feb. 21, 2003
DATE

NANCI R. WISDOM, L.C.
ATTORNEY AT LAW
POST OFFICE BOX 983
107 WEST FOURTH STREET
SALEM, MISSOURI 65560
(573) 729-8630
FAX: (573) 729-8640
BY: 

Nanci R. Wisdom #39359
ATTORNEY FOR PETITIONER

February 21, 2003
DATE

