

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN DENTISTRY

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)  
IN THE MATTER OF )

MELVIN A. EHRLICH, DDS )

Docket No. DEN-2012-0200

License No. DN 18057 )

License Exp. March 31, 2014 )  
\_\_\_\_\_)

**AGREEMENT FOR SURRENDER**

The Massachusetts Board of Registration in Dentistry ("Board") and Dr. Melvin A. Ehrlich, ("Licensee"), License No. DN 18057 ("License"), hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Licensee's record maintained by the Board.

1. The parties enter into this Agreement for Surrender ("Surrender Agreement") in order to resolve disputed matters arising out of the complaint pending against Licensee before the Board identified as Docket No. DEN-2012-0200 ("Complaint").
2. Licensee acknowledges that there are sufficient facts to support all of the allegations contained in the Complaint and Order to Show Cause, providing adequate grounds for the Board to take disciplinary action against Licensee, pursuant to Massachusetts General Laws chapter 112, § 61. In part, the following facts would be introduced at the hearing:
  - a. On or about February 6, 1992, Licensee was issued a license to practice dentistry in Massachusetts. Licensee limited his practice to pediatric dentistry.
  - b. On or about April 11, 2013, Licensee was arraigned in Middlesex Superior Court (Docket MICR2012-359) on the following charges: violating G.L. c. 272, § 29B, dissemination of visual material of a child in a state of nudity; and violating G.L. c. 272, § 29C, knowing purchase or possession of visual material of a child depicted in sexual conduct.
  - c. In addition to a cash bail in the amount of \$10,000, the court set the following conditions of release pursuant to G.L. c. 276, § 58:
    - i. No contact with children under eighteen (18) years of age, unless it is a family member and another adult member is present;
    - ii. No employment or volunteer work with children under eighteen (18) years of age;
    - iii. No use of computer or the internet except at work; all computer access may be

Ehrlich-VSA



monitored by the probation department;

iv. Report to the probation department one (1) time weekly, by phone or in person, at the discretion of the probation department; and

v. Do not practice dentistry.

- d. On or about December 18, 2014, Licensee pled GUILTY in Middlesex Superior Court (Docket MICR2012-359) to two (2) counts of violating G.L. c. 272, § 29B, dissemination of visual material of a child in a state of nudity; and three (3) counts of violating G.L. c. 272, § 29C, knowing purchase or possession of visual material of a child depicted in sexual conduct.
  - e. On or about December 18, 2014, in relation to the GUILTY pleas referenced in the immediately preceding paragraph, Licensee was sentenced to ONE (1) year in the House of Correction COMMITTED, and THREE (3) years of PROBATION, from and after the committed sentence; said committed sentence was stayed to December 29, 2014, at which time said stay was revoked and sentence imposed.
3. Licensee admits that such conduct as underlies the allegations in the Complaint and Order to Show Cause constitutes violations of the statutes and regulations under which he is licensed to practice, including, but not limited to, gross misconduct within the meaning of G.L. c. 112, § 61, and acknowledges that restrictions upon his License are warranted to protect the public health, safety and welfare, pursuant to G.L. c. 112, § 61.
  4. As of the date of execution of the Surrender Agreement by the Board ("Effective Date"), Licensee's license to practice dentistry in the Commonwealth, and right to renew said license, shall be **SURRENDERED** for an indefinite period, during which time Licensee shall not engage in any activity which constitutes the practice of dentistry, as described in G.L. c. 112, §§ 43-53, 61 and 234 CMR 2.00 *et seq.*
  5. Upon signing this Surrender Agreement, Licensee shall return any and all dental license(s) and permit(s) issued to him by the Board, whether current or expired, to the Board's office at 239 Causeway Street, Boston, Massachusetts, 02114, by hand or by Certified Mail, *within thirty (30) days of the Effective Date of this Surrender Agreement.*
  6. Upon signing this Surrender Agreement, Licensee shall notify in writing the Massachusetts Department of Public Health Controlled Substance Program and the United States Drug Enforcement Agency of the surrender of his prescribing privileges. *A copy of said notification shall be provided to the Board with this signed Surrender Agreement as evidence that Licensee has complied with this provision.*
  7. Licensee shall inform any and all jurisdictions in which he holds or has held a license to practice dentistry, or any other professional license, of the surrender of his License in Massachusetts within *thirty (30) days* of the Effective Date. Licensee shall also provide a copy of this Surrender Agreement to each jurisdiction. Licensee shall provide the Board with a copy of said notification within *thirty (30) days* of the Effective Date. If Licensee is not licensed to practice dentistry or another profession in any other jurisdiction, he shall submit such attestation to the Board.
  8. This Surrender Agreement and its contents shall be incorporated into the records

monitored by the probation department;

iv. Report to the probation department one (1) time weekly, by phone or in person, at the discretion of the probation department; and

v. Do not practice dentistry.

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maintained by the Board. This Surrender Agreement is a public record within the meaning of G.L. c. 4, § 7 and is subject to disclosure to the public and equivalent state licensing boards.


9. The Board agrees that in return for Licensee's execution of this Surrender Agreement, the Board will not advance the prosecution of the allegations in the Complaint and Order to Show Cause. The Board expressly reserves any and all other rights to take action consistent with its authority to protect the public health, safety and welfare, pursuant to G.L. c. 112, § 61.
10. The Licensee understands and agrees that his failure to accept the terms of this Surrender Agreement shall render Paragraph 9 ineffective and permit the Board to proceed with formal adjudicatory action under the State Administrative Procedure Act, G.L. c. 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.00 *et seq.*
11. Licensee understands that his action in entering into this Surrender Agreement is a final act and not subject to reconsideration, collateral attack or judicial review in any form or forum.
12. A waiver by the Board of any provision of this Surrender Agreement at any time shall not constitute a waiver of any other provision of this Surrender Agreement, nor shall it constitute a waiver by the Board of its right to enforce such provision at any future time.
13. Licensee has read and voluntarily enters into this Surrender Agreement. Licensee states that he has consulted legal counsel regarding this Surrender Agreement or, if Licensee did not consult legal counsel, Licensee knowingly and voluntarily waives his right to consult legal counsel.
14. Licensee understands that he has the right to a formal adjudicatory hearing concerning the allegations set forth in the Complaint and Order to Show Cause. At said hearing, he would have the right to confront and cross-examine witnesses, call witnesses, present evidence, testify on his own behalf, contest the allegations, present oral argument, seek judicial review, and to all other rights set forth in the State Administrative Procedure Act, G.L. c. 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.00 *et seq.*, except as provided in paragraph 10. Licensee understands and agrees that by executing this Surrender Agreement he is knowingly and voluntarily waiving his right to such a formal hearing and to the rights attendant thereto.

LICENSEE:

  
Dr. Melvin A. Ehrlich

11-13-15  
Date Signed

BOARD:

  
Barbara A. Young, RDH  
Executive Director

11.23.15  
Date Signed

Effective Date: 11.23.15