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**SETTLEMENT AGREEMENT BETWEEN  
MISSOURI DENTAL BOARD AND IRENE AVES BROYLES, D.D.S.**

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Come now Irene Aves Broyles, 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 2000, 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 2000.

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

Licensee acknowledges that she has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline her

license, along with citations to law and/or regulations the Board believes was violated.

The Board acknowledges that this Settlement Agreement applies to all complaints in the possession of the Board as to Licensee at the time of the execution of this Settlement Agreement. The Board agrees that no additional discipline will be issued against Licensee for complaints in the possession of the Board at the time of the Execution of this Settlement Agreement or arising prior to the Execution of this Settlement Agreement.

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 015460, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 332, RSMo.

**JOINT STIPULATION OF FACT AND CONCLUSIONS OF LAW**

**ALLEGATIONS COMMON TO ALL COUNTS**

1. On or about July 21, 2010, the Missouri Dental Board ("Board") filed an Amended Complaint with the Administrative Hearing Commission alleging cause to discipline Irene Aves Broyles's dental license, Case No. 09-0581DB.
2. The parties wish to resolve the AHC Case No. 09-0581DB by way of this Settlement Agreement.
3. The Board is an agency of the State of Missouri created and established pursuant to § 332.031, RSMo 2000, for the purpose of executing and enforcing the provisions of Chapter 332, RSMo.
4. Irene Aves Broyles, D.D.S. ("Licensee") is licensed by the Board as a dentist, License No. 015460. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

5. At all times relevant herein, Licensee practiced dentistry at Cass County Smiles, located at 209 S. Washington, Raymore, Missouri.

6. Jurisdiction and venue are proper under sections 621.045 and 332.321, RSMo.

**CONDUCT REGARDING MINOR PATIENT DB**

7. Licensee provided dental care to Minor Patient DB.

8. Licensee advised Minor patient DB and the parent/guardian of DB that Minor Patient DB had 12 cavities and required treatment of those 12 cavities.

9. Although Licensee believes that the practice of dentistry is often subjective, Licensee understands that the Petitioner has sufficient evidence that would likely convince an Administrative Hearing Judge that Minor Patient DB did not need all of the treatment ordered.

10. Licensee understands that Petitioner has sufficient evidence that would likely convince an Administrative Hearing Judge that Licensee attempted to obtain payment for services to Minor DB by fraud, deception or misrepresentation.

**CONDUCT REGARDING PATIENT RF**

11. Licensee provided dental care to Patient RF.

12. Patient RF was told by Licensee that she needed multiple crowns on her teeth and that she was suffering from periodontal disease that required treatment at an expense of several thousand dollars.

13. Although Licensee believes that the practice of dentistry is often subjective, Licensee understands that the Petitioner has sufficient evidence that would likely convince an Administrative Hearing Judge that Patient RF did not have periodontal disease requiring immediate treatment nor have a need for multiple crowns.

14. Licensee failed to document RF's treatment plan in the patient chart.

15. Licensee understands that Petitioner has sufficient evidence that would likely convince an Administrative Hearing Judge that Licensee attempted to obtain payment for services to RF by fraud, deception or misrepresentation.

**CONDUCT REGARDING PATIENT MM**

16. Licensee provided dental care to Patient MM.

17. Patient MM presented at Licensee's office for a routine check-up and was told that she needed several thousand dollars worth of treatment.

18. Insurance refused to cover the dental work Licensee performed on Patient MM and subsequently Licensee did not complete the dental work nor refund MM's money for incomplete dental work.

19. Licensee failed to document MM's treatment plan in the patient chart.

**CONDUCT REGARDING PATIENT BL**

20. Licensee provided dental care to Patient BL.

21. Patient BL presented to Licensee's office for a filling on tooth #19.

22. Licensee delegated certain aspects of Patient BL's dental care to her dental assistant.

23. Licensee failed to document BL's treatment plan in the patient chart.

**CONDUCT REGARDING PATIENT KW**

24. Licensee provided dental care to Patient KW.

25. Patient KW was told she needed 10 fillings. Licensee performed fillings for 4 – 6 cavities and delegated certain aspects of the remaining care to her dental assistants.

26. After the treatment, Licensee stated 13 fillings had been needed, resulting in a cost more than twice what KW had been told it would cost.

27. Licensee failed to record KW's treatment plan in the patient chart.

**CONDUCT REGARDING PATIENT JZ**

28. Licensee provided dental care to patient JZ.

29. Patient JZ presented at Licensee's office for purposes of repairing a lost filling.

30. Licensee informed JZ that in addition to the repair of the lost filling, she needed other dental work including a crown and repair of other fillings.

31. JZ obtained a second opinion and was told from another dentist that no additional work needed to be done other than repair of her filling.

32. Licensee failed to document JZ's treatment plan in the patient chart.

**CONDUCT REGARDING PATIENT RW**

33. Licensee provided dental care to Patient RW.

34. Licensee informed RW that he needed multiple crowns and fillings and that he suffered from periodontal disease.

35. RW sought a second opinion and was told from another dentist that he had no periodontal disease, needed no crowns and only had one small filling that needed to be replaced.

36. Licensee failed to document the treatment plan in the patient chart.

**CONDUCT REGARDING PATIENTS HF and RF**

37. Licensee provided dental care to HF and RF.

38. HF and RF, husband and wife, presented to Licensee's office for routine

cleanings and check-ups.

39. HF was told he needed several fillings and RF was told that she needed multiple crowns and all of her amalgam fillings replaced as soon as possible.

40. RF and HF were shown a video addressing the harm of the breakdown of amalgam fillings and mercury, and told that RF's fillings were leaking and that she had decay requiring immediate treatment.

41. Both RF and HF consented to dental work totaling in excess of \$20,000.00.

42. RF and HF paid over \$8,000.00 for dental work performed by Licensee.

43. Although Licensee believes that the practice of dentistry is often subjective, Licensee understands that the Petitioner has sufficient evidence that would likely convince an Administrative Hearing Judge that work performed on RF and HF was medically unnecessary.

44. Licensee understands that Petitioner has sufficient evidence that would likely convince an Administrative Hearing Judge that Licensee attempted to obtain payment for services to HF and RF by fraud, deception or misrepresentation.

#### **CONDUCT REGARDING PATIENT GMP**

45. Licensee provided dental care to Patient GMP.

46. Patient GMP had tooth #18 extracted by Licensee.

47. Certain follow-up treatment and evaluation of problems with the site was performed by a dental assistant employed by Licensee.

48. Licensee failed to supervise the work done by the dental assistant on GMP.

**CONDUCT REGARDING PATIENT LR**

49. Licensee provided dental care to patient LR.
50. Licensee replaced crowns for patient LR.
51. Four months after Licensee replaced said crowns, LR presented with problems with the crowns and was treated by a dental assistant.
52. Licensee understands that Petitioner has sufficient evidence that would likely convince an Administrative Hearing Judge that Licensee attempted to obtain payment for services to LR by fraud, deception or misrepresentation.

**CONDUCT REGARDING PATIENT GH**

53. Licensee provided dental care to Patient GH.
54. Patient GH developed a gum abscess in her lower right jaw and presented to Licensee for treatment options.
55. Licensee examined GH but did not take any x-rays.
56. Licensee extracted the tooth and prepared GH for a bridge without providing GH any other treatment options.

**CONDUCT REGARDING PATIENT MM AND EM**

57. Licensee provided dental care to Patients MM and EM.
58. Patients MM and EM contacted Licensee for routine cleaning and check-ups.
59. Upon examination by Licensee, MM and EM were told they required dental work with a combined total in excess of \$20,000.00.
60. EM and MM paid Licensee more than \$11,900.00 for dental work.
61. After getting a second opinion, the remainder of dental work commenced

by Licensee ended up costing over \$14,000.00 less than Licensee was going to charge.

**CONDUCT REGARDING PATIENT TO**

- 62. Licensee provided dental care to Patient TO.
- 63. Patient TO presented to Licensee's office reporting a cracked filling on tooth #4 and wanting it repaired.
- 64. TO was told she needed crowns on tooth #4 and tooth #5.
- 65. Licensee placed crowns on tooth #4 and tooth #5, and incorrectly billed TO's insurance for a crown on tooth #3 instead of tooth #5.
- 66. In a subsequent review, another dentist determined that the crown on tooth #5 was not necessary.

**ALLEGATIONS APPLICABLE TO  
THE ABOVE REFERENCED CONDUCT**

67. Licensee's conduct as alleged herein is subject to discipline under § 332.321.2 (4), (5), (6), (10) and (13) 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:

(4) Obtaining or attempting to obtain any fee, charge, tuition or other compensation by fraud, deception or misrepresentation, . . .

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;

(6) Violation of, 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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(10) Assisting or enabling any person to practice or offer to practice, by lack of supervision or in any other manner, any profession licensed or regulated by this chapter who is not registered and currently eligible to practice pursuant to this chapter;

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(13) Violation of any professional trust or confidence;

**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:

1. The terms of discipline shall include that Licensee's dental license numbered 015460 be **SUSPENDED for EIGHT (8) MONTHS**, from the date of this agreement, **followed immediately by a period of PROBATION for a period of FIVE (5) YEARS** ("Disciplinary Period"). During the probationary period, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided she adheres to all of the terms of this Settlement Agreement. The terms of the Disciplinary Period shall be:

**I. EDUCATIONAL REQUIREMENTS**

A. During the period of suspension, Licensee shall successfully complete a competency program through Oral Health Enrichment in Cleveland, Ohio. At the discretion of Oral Health Enrichment, Licensee may complete the educational requirements in part, or in full, remotely or through some on-line service. At Oral Health Enrichment, Licensee shall successfully complete sixty (60) hours of education in diagnosis, treatment planning and twenty (20) hours of education in dental ethics. These eighty (80) hours of education at Oral Health Enrichment are

in addition to continuing education requirements for Licensee's Missouri license pursuant to 20 CSR 2110-2.240. Following completion of eighty (80) hours of education at Oral Health Enrichment, Licensee shall take and pass an outcome assessment through Oral Health Enrichment on the education with a score of at least 80%.

- B. Licensee shall take and pass the Board's designated jurisprudence examination within twelve (12) months of the start of the disciplinary period. Licensee shall contact the Board office to request a current law packet and permission to sit for the jurisprudence examination no less than thirty (30) days prior to the date Licensee desires to take the examination. Licensee shall submit the required re-examination fee to the Board prior to taking the examination. Failure to take and pass the examination during the first twelve (12) months of the disciplinary period shall constitute a violation of this Agreement.

## **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 submit reports to the Missouri Dental Board, P.O. Box 1367, Jefferson City, Missouri 65102, stating truthfully whether she 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.
- C. Licensee shall keep the Board apprised of her 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.

- D. 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.
- E. During the disciplinary period, Licensee shall timely renew her 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.
- F. If at any time during the disciplinary period, Licensee ceases to be currently licensed under the provisions of Chapter 332, or fails to advise the Board of her current place of business and residence, the time of her 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.
- G. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor her compliance with the terms and conditions of this Settlement Agreement.
- H. 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 revocation.
- I. 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.

### **III. ADDITIONAL REQUIREMENTS**

- A. Licensee shall not allow her license to lapse.

- B. The terms of discipline apply even if Licensee places her license on inactive status.
- C. Licensee shall notify, within 15 days of the effective date of this Settlement Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.
- D. 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 324, 332, 610, RSMo.
- E. Upon the expiration of said discipline, Licensee's license to practice dentistry in Missouri shall be fully restored if all other requirements of law have been satisfied; provided however, that in the event the Board determines that the Licensee has violated any term or condition of this Settlement 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 the Licensee.
- F. No order shall be entered by the Board pursuant to the preceding paragraph of this Settlement Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.
- G. If the Board determines that Licensee has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding

before the Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurred during the Disciplinary Period, the Board may choose to conduct a hearing before it either during the Disciplinary Period, or as soon thereafter as a hearing can be held to determine whether a violation occurred and, if so, it may impose further discipline. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

- H. 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.
- I. Licensee, together with her heirs and assigns, and her 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.

- J. Licensee understands that she 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 constitute grounds for disciplining Licensee's license. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit her request to: **Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P. O. Box 1557, Jefferson City, Missouri 65101.**
- K. If Licensee requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Executive Director of the Board.

LICENSEE

*Jene Ann Bygones DDS*

BOARD

*Blair Burt*

IRENE AVES BROYLES, D.D.S.

Date 03-29-11



ATTORNEY FOR DR. BROYLES:

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BRIAN BARNETT  
Executive Director  
Missouri Dental Board

Date 4/1/11



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