

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND STACY ANN BATTLE, D.D.S.**

Come now Stacy Ann Battle, 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 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.

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 013175 is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621, Cum. Supp. 2010 and Chapter 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 2000, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee Stacy Ann Battle, D.D.S. is licensed by the Board as a dentist, License No. 013175. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

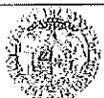
3. On or about August 12, 2010, the Board received a complaint against Licensee filed by patient A.H. In her complaint, A.H. alleged that she sought treatment from Licensee on multiple occasions with the first visit on April 10, 2010 to be treated for tooth pain and an abscessed tooth.

4. The Board conducted an investigation of A.H.'s complaint including reviewing A.H.'s dental records from Licensee. The records reveal that on April 10, 2010, Licensee took x-rays and prescribed antibiotics and pain killers to A.H. On April 12, 2010, Licensee began a root canal and placed a temporary crown on tooth number 13. On August 9, 2010, Licensee examined A.H. and prescribed antibiotics. Licensee failed to take a post-operative x-ray of the completed root canal on tooth number 13. Further, the Board determined that Licensee's records were disorganized and unclear and it was hard to determine what treatment had been provided to A.H. or to evaluate that treatment.

5. On or about August 15, 2010, the Board received a complaint filed by patient W.W. In his complaint, W.W. alleges that the full amount of [dental] work was not completed, that there was never a "fully stated amount," and that he would like the remainder of his deposit back.

6. The Board conducted an investigation of W.W.'s complaint including reviewing W.W.'s dental records from Licensee. The records reveal that there was extensive bone loss on all teeth and on December 27, 2008, W.W. received an exam and x-rays and was charged \$1,900 which included the cost of partials but no indication on treatment notes that this was diagnosed, treatment planned or if impressions were taken. The investigation noted that Licensee's records were so incomplete that it was hard to determine what treatment had been provided to A.H. or to evaluate that treatment.

7. The investigation also found that W.W. sought additional treatment from a different dental office. The Board requested information from the second dental care provider and on or about August 19, 2010, the



Board received W.W.'s dental records from the second provider. These records indicate that W.W. visited their office on or about June 25, 2009 with the chief complaint that his lower teeth were loose. W.W. was examined and diagnosed with chronic, advanced periodontitis and teeth number 23 and number 24 were extracted.

8. Licensee's actions as described above in paragraphs 2 through 7 constitute 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 in that Licensee failed to diagnose W.W.'s chronic, advanced periodontitis and did not keep adequate dental records of her treatment plans that meet the minimum standard of care in that the record did not provide a complete and accurate reflection of the treatment provided to the patient.

9. Licensee's actions as described above in paragraphs 2 through 7 constitute violation of a professional trust or confidence in that Licensee failed to diagnose W.W.'s chronic, advanced periodontitis and did not keep adequate dental records of her treatment plans that meet the minimum standard of care in that the record did not provide a complete and accurate reflection of the treatment provided to the patient. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(5) 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:

(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[.]

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 2000: The terms of discipline shall include that the dental license, license number 013175, be placed on **PROBATION** for a



period of thirty (30) months ("disciplinary period"). During Licensee's probation, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided she adheres to all of the terms of the Board Settlement Agreement.

I. EDUCATIONAL REQUIREMENTS

- A. Licensee shall take and pass the Board's jurisprudence examination within the first twenty four (24) months of Licensee's period of probation. 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 twenty four (24) months of the disciplinary period shall constitute a violation of the Board Settlement Agreement.
- B. Education. Licensee shall successfully complete forty (40) hours of education in recordkeeping, diagnosis, and all aspects of clinical skills at Oral Health Enrichment in Cleveland, Ohio or through its online program within the first twenty four (24) months of the beginning of Licensee's period of probation. Following completion of the forty (40) hours of education at Oral Health Enrichment, Licensee shall take and pass a written outcome assessment test on the education with a score of at least 80%. Failure to complete the education and pass the written outcome assessment test on the education within 24 months shall constitute a violation of the Board Settlement 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 removes herself from the state of Missouri, ceases to be currently licensed under provisions of Chapter 332, or fails to advise the Board of her current place of business and residence, the time of her 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.



- 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 imposition of revocation) following a hearing before the Board.
- 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, license number 013175, to lapse.
- B. 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.
 - 1. 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, 324, RSMo.
 - 2. 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.
 - 3. 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.



5. 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.**

6. 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 act 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

Stacy Ann Battle D.D.S.
 Stacy Ann Battle, D.D.S.

Date 11-12-2014

BOARD

Brian Barnett
 Brian Barnett,
 Executive Director
 Missouri Dental Board

Date 11/19/2014

