

JUN 28 2010

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD  
AND JANE GROVE, D.D.S.**

MISSOURI DENTAL BOARD

Come now Jane Grove, 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.

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 014075 is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621, Cum. Supp. 2009 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 Jane Grove, D.D.S. is licensed by the Board as a dentist, License No. 014075. Licensee's Missouri license is current and active.

3. On or about August 25, 2008, the Board received a complaint from Dawn Bremer (Bremer), an investigator in the Special Investigation Unit of Ingenix/United Health Group (UHC) alleging that Licensee had billed UHC for dental services that she did not provide.

4. Bremer based her complaint on an investigation of two claims Licensee submitted to UHC for patient B.A. between August 17, 2006 and July 10, 2007. UHC paid Licensee \$2,314.00 for the two claims. The claims for allegedly for multiple tooth extractions and two sets of upper and lower dentures. These services were not provided.

5. Based on Bremer's complaint, the Board investigated the complaint against Licensee.

6. As part of the investigation, on April 27, 2009, Board Investigator Mark Dudenhoeffer (Dudenhoeffer) interviewed Dawn Bremer by telephone.

- a. Bremer stated she investigated the claims of Licensee that UHC paid because the patient, B.A., a member of UHC, filed a complaint with Optima Dental Insurance.
- b. Bremer determined that Grove submitted the claims and received reimbursement but she did not provide services.
- c. Bremer determined that Licensee billed and was reimbursed for teeth extractions and two sets of upper and lower dentures in 2006 and 2007.
- d. Bremer requested patient records from Licensee but Licensee never provided them.
- e. Bremer stated that UHC had been unsuccessful in collecting any money from Licensee.

7. Bremer provided the Board with a copy of her August 19, 2008 report regarding Licensee. The report stated:

- a. Licensee submitted claims to UHC for services that were not rendered to B.A. for dates of service 8/17/06 and 7/10/06. She billed UHC for a total of \$5,043.40 and UHC paid Licensee \$2,314.00.
- b. The Quality Representative at Optima, UHC's vision and dental group, informed Bremer that B.A. informed Optima that Licensee billed UHC and received payment for services she did not provide. Optima provided Bremer with claims information from Licensee as well as office notes and x-rays from B.A.'s current dentist that showed Licensee's alleged tooth extractions and dentures had not been performed.
- c. On July 8, 2008, Bremer spoke with B.A.'s husband. He stated that B.A. had never had any teeth extractions performed at Licensee's practice. She had made an appointment but cancelled it. He also stated that this was not the first instance Licensee filed a claim for services not provided.
- d. There was sufficient basis in the investigation to file a complaint with the State Dental Boards of Kansas and Missouri.

8. As part of the investigation, on April 27, 2009, Investigator Dudenhoeffer interviewed Hugh Marshall, Attorney at Law. Mr. Marshall was contacted by patient B.A. to access B.A.'s patient records. Mr. Marshall stated he had been hired by another dentist, John Kennedy, DDS who was the owner of the dental group in litigation against Licensee. Marshall stated his client was awarded the patient records. However, before Marshall received the records they had been scrubbed and all pertinent patient information had been removed.

9. As part of the investigation, on April 27, 2009, Investigator Dudenhoeffer interviewed Kay Falls, Office Manager for the Center for Oral Maxillofacial Surgery regarding records for patient B.A. While Falls would not provide records without a release, she stated that B.A. was a patient, she was treated as late as 2008 and at that time she did "still have a significant number of her teeth." On October 13, 2009, Dudenhoeffer received B.A.'s records from the Center for Oral Maxillofacial Surgery. The records revealed:

- a. On June 10, 2008, Marjorie Risser, DMD performed surgical extractions of teeth 2, 4, 5, 7, 8, 9, 10, 11, 12, and 13.

- b. According to UHC records, Licensee submitted a written claim to UHC dated July 26, 2007 claiming reimbursement for the removal of teeth 2, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 20, 21, 24 and 25 for B.A.
  - c. On August 9, 2007, Licensee received a check from UHC for reimbursement in the amount of \$1,320.00 for this claim.
10. As part of the investigation, on January 7, 2009, Investigator Dudenhoeffer interviewed Licensee at her practice in Lexington, Missouri. Board Investigator Joseph Sears (Sears) was also present during the interview. Licensee's interview revealed:
- a. Licensee stated she went to work at Gladstone Dental Group in July, 2003. It was owned by Dr. Kennedy, DDS. She stated Kennedy sued her for breach of contract due to a dispute over ownership of the practice.
  - b. Licensee stated that on July 25, 2007, Kennedy was "let into her dental practice and stole all of the patient records from her."
  - c. She stated on July 26, 2007, Kennedy was "awarded receivership of her practice." She stated she moved to Great Bend, Kansas to "get away from Kennedy."
  - d. She stated she reported the theft of the dental records to the Clay County Sheriff's Department but was told it was not a criminal matter. She did not have a copy of the police report but stated she did have a copy of a letter and list of patients she printed from her computer and gave to the Sheriff's Department. However, the list was printed on August 13, 2007.
  - e. She stated she does not have any patient records.
  - f. Investigator Dudenhoeffer asked her how she could have a computer generated list of her patients print on a date after the date that she reported that her records had been stolen. She stated she had computer records and only the hand-written notes were stolen.
  - g. Investigator Dudenhoeffer asked Licensee for a copy of the computer records but she stated she did not know where all of her computers were.
  - h. She stated she could not provide a copy of B.A.'s records as she no longer possesses any dental records from prior offices.

11. As part of the investigation, on October 19, 2009, Investigator Dudenhoeffer re-interviewed Licensee. Licensee's re-interview revealed:
- a. Licensee stated she does not know how the claim was submitted. She stated that "perhaps there was a miscommunication and the claim was meant to be a pre-authorization claim, and not an actual claim for payment."
  - b. Licensee was unaware of who would have submitted the claim. She stated that the claim was submitted after Dr. Kennedy, DDS took over the practice.
  - c. She stated Dr. Kennedy took over her patient records and computers. She stated she had limited patient information after he took over the practice but did not have it at the time of the re-interview.
  - d. She "does not know what to say concerning the 2006 insurance claim for upper and lower dentures for B.A., or the insurance claim for multiple extractions and upper and lower dentures for B.A."
12. As part of the investigation, on October 21, 2009, Investigator Dudenhoeffer interviewed Linda Taylor (Taylor), Registered Dental Hygienist (RDH). Taylor's interview revealed:
- a. Taylor worked for Licensee until July 2007. In early 2007, Licensee terminated the employment of the entire staff and she did not hire any additional staff.
  - b. Taylor remembered B.A. but not what procedure Licensee performed on B.A. because Taylor worked exclusively in her own operatory performing hygiene services.
  - c. Taylor provided Dudenhoeffer a copy of B.A.'s records that were still being maintained at Gladstone Family Dentistry, where she had been treated by Licensee. Taylor stated the records were not complete because when Licensee started her own practice, she removed the most current treatment record from the patient's records and generated a new record for her new practice.
  - d. Taylor reported that in July 2007 when Dr. Kennedy won ownership of the practice from Licensee, the records were recreated using both sets of information.
  - e. Taylor stated that the patient records from Licensee's practice were missing all of the treatment notes and patient account histories.

f. Taylor stated Licensee was investigated by the Internal Revenue Service.

g. Taylor stated Licensee disposed of the records.

13. On or about February 3, 2010, the Board invited Licensee to attend its April 15, 2010 meeting at 11:30 a.m. to discuss the complaint filed by Dawn Bremer.

14. Licensee was present at the April 15, 2010 meeting. Licensee denied the allegations related to Bremer's complaint and testified as to her involvement with Dr. Kennedy as described above.

15. Licensee's actions as described in paragraphs 3 through 14 above constitute obtaining or attempting to obtain any fee, charge, tuition or other compensation by fraud, deception or misrepresentation or for repeated irregularities in billing a third party for services provided to a patient in that Licensee billed for and collected reimbursement for services not provided.

16. Licensee's actions as described in paragraphs 3 through 14 above constitute 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 in that Licensee billed for and collected reimbursement for services not provided.

17. Licensee's actions as described in paragraphs 3 through 14 above constitute violation of a professional trust or confidence in that Licensee billed a third party and collected reimbursement for services not provided.

18. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(4), (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:

...

(4) Obtaining or attempting to obtain any fee, charge, tuition or other compensation by fraud, deception or misrepresentation ... or for repeated irregularities in billing a third party for services rendered to a patient. For the purposes of this subdivision, irregularities in billing shall include:

...

(c) Reporting charges for services not rendered[.]

(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;

...

(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:

1. The terms of discipline shall include that the dental license be **SUSPENDED** for a period of ONE (1) month followed immediately by a period of **PROBATION** for FIVE (5) years ("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 his Settlement Agreement.

I. EDUCATIONAL REQUIREMENTS

A. Licensee shall take and pass the Board's designated jurisprudence examination within six (6) 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 six (6) 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 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.
- 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 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, 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 the 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. 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.

2. 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.

3. 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.

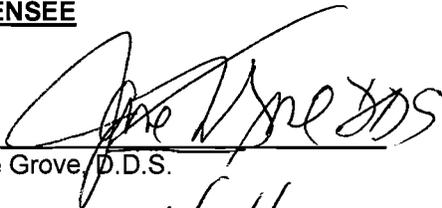
4. Licensee, together with her heirs and assigns, and her attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, 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**

  
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Jane Grove, D.D.S.

Date 6/24/10

**BOARD**

  
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Brian Barnett,  
Executive Director  
Missouri Dental Board

Date 6/28/10