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**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD  
AND MICHELLE R. SARGENT, R.D.H.**

MISSOURI DENTAL BOARD

Come now Michelle R. Sargent, R.D.H. ("Ms. Sargent") and the Missouri Dental Board ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Ms. Sargent's license as a dental hygienist 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 Ms. Sargent's license, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo 2000.

Ms. Sargent 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, Ms. Sargent 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.

Ms. Sargent 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 were violated.

For the purpose of settling this dispute, Ms. Sargent stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Ms. Sargent's license, numbered 001374 is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621, Cum. Supp. 2008 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. Michelle R. Sargent, R.D.H. is licensed by the Board as a dental hygienist, License No. 001374. Ms. Sargent's Missouri license was at all times relevant herein, and is now, current and active.

3. On or about June 28, 1977, the Board issued Ms. Sargent a license to practice as a dental hygienist in the state of Missouri.

4. Ms. Sargent failed to submit the required renewal fee and application to renew her dental hygienist license prior to November 30, 2008.

5. On December 1, 2008, Ms. Sargent's license to practice as a dental hygienist expired.

6. On or about August 20, 2009, Ms. Sargent submitted the necessary fees and application seeking a license to practice as a dental hygienist in the state of Missouri ("Application").

7. From December 1, 2008, through August 18, 2009, Ms. Sargent worked as a dental hygienist at John M. Marincel, D.D.S., located at 6060 Telegraph Road, Suite H, St. Louis, Missouri.

8. Pursuant to § 332.101, RSMo, "No person shall practice as a dental hygienist in Missouri as defined in section 332.091 except under his own name unless and until the board has issued to him a certificate certifying that he has been duly registered as a dental hygienist in Missouri...."

9. Pursuant to § 332.111, RSMo, "Any person who practices dentistry as defined in section 332.071, or as a dental hygienist as defined in section 332.091, who is not duly registered and currently licensed in Missouri as hereinafter provided is guilty of class A misdemeanor."

10. Ms. Sargent's conduct is in violation of § 332.261.1, RSMo, which states in relevant part: "No person shall engage in the practice of dental hygiene without having first secured a license as provided for in this chapter.

11. Ms. Sargent's conduct is in violation of Board regulation 20 CSR 2110-2.071(10) which states: "Any licensee who fails to renew his/her license on or before the license expiration date shall not

perform any act for which a license is required unless and until the license is properly renewed.”

12. Cause exists for the Board to take disciplinary action against Ms. Sargent's license under §332.321.2(4), (5), (6), (7), (12), and (13), RSMo, which state 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 increasing charges when a patient utilizes a third-party payment program; 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:

(a) Reporting charges for the purpose of obtaining a total payment in excess of that usually received by the dentist for the services rendered;

(b) Reporting incorrect treatment dates for the purpose of obtaining payment;

(c) Reporting charges for services not rendered;

(d) Incorrectly reporting services rendered for the purpose of obtaining payment that is greater than that to which the person is entitled;

(e) Abrogating the co-payment or deductible provisions of a third-party payment contract. Provided, however, that this paragraph shall not prohibit a discount, credit or reduction of charges provided under an agreement between the Ms. Sargent and an insurance company, health service corporation or health maintenance organization licensed pursuant to the laws of this state; or governmental third-party payment program; or self-insurance program organized, managed or funded by a business entity for its own employees or labor organization for its members;

(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;

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or any lawful rule or regulation adopted pursuant to this chapter;

(7) Impersonation of any person holding a permit or license or allowing any person to use his or her permit, license or diploma from any school;

(12) Failure to display a valid certificate, permit or license if so required by this chapter or by any rule promulgated hereunder;

(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 hygiene license be placed on **PROBATION** for a period of five (5) years ("disciplinary period"). During Ms. Sargent's probation, Ms. Sargent shall be entitled to engage in the practice of dental hygiene under Chapter 332, RSMo, provided she adheres to all of the terms of her Settlement Agreement.

**I. REQUIREMENTS REGARDING CONTINUING EDUCATION**

**Ethics Course**

A. Ms. Sargent shall take the continuing education course in ethics sponsored by the University of Missouri-Kansas City or its equivalent. 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 Ms. Sargent's disciplinary period. Ms. Sargent 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.

**Jurisprudence Examination**

B. Ms. Sargent shall take and pass the Board's designated jurisprudence examination within nine (9) months of the start of the disciplinary period. Ms. Sargent 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 Ms. Sargent desires to take the examination. Ms. Sargent 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 nine (9) months of the disciplinary period shall constitute a violation of this agreement

**II. GENERAL REQUIREMENTS**

- A. Ms. Sargent 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. Ms. Sargent 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 Order by no later than January 1 and July 1 during each

year of the disciplinary period.

- C. Ms. Sargent shall keep the Board apprised of her current home and work addresses and telephone numbers. Ms. Sargent shall inform the Board within ten days of any change of home or work address and home or work telephone number.
- D. Ms. Sargent 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, Ms. Sargent shall timely renew her license and timely pay all fees required for licensing and comply with all other board requirement necessary to maintain Ms. Sargent's license in a current and active state.
- F. If at any time during the disciplinary period, Ms. Sargent removes herself from the state of Missouri, 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 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 § 332.321.9, RSMo.
- G. During the disciplinary period, Ms. Sargent shall accept and comply with unannounced visits from the Board's representatives to monitor her compliance with the terms and conditions of this Order.
- H. If Ms. Sargent fails to comply with the terms of this Order, in any respect, the Board may impose such additional or other discipline that it deems appropriate, including revocation.
- I. This Order does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 332, RSMo, by Ms. Sargent not specifically mentioned in this document.

### **III. ADDITIONAL REQUIREMENTS**

- A. Ms. Sargent shall not allow her license to lapse.
- B. The terms of discipline apply even if Ms. Sargent places her license on inactive status.
- C. Ms. Sargent shall notify, within 15 days of the effective date of this Order, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Ms. Sargent practices or has privileges of Ms. Sargent's disciplinary status. Notification shall be in writing and Ms. Sargent 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.

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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, 620, 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. Ms. Sargent, together with her heirs and assigns, and his 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.

4. If no contested case has been filed, Ms. Sargent understands that she 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 constitute grounds for disciplining Ms. Sargent's license. If Ms. Sargent desires the Administrative Hearing Commission to review this Agreement, Ms. Sargent 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.**

5. If Ms. Sargent has requested review, Ms. Sargent and the Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Ms. Sargent's license and issue findings of act and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Ms. Sargent's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for

disciplining Ms. Sargent's license, the agreed upon discipline set forth herein shall go into effect.

6. If Ms. Sargent does not request review by the Administrative Hearing Commission, the agreement goes in to effect fifteen (15) days after the document is signed by the Executive Director.

**LICENSEE**

Michelle R Sargent RDH  
Michelle Sargent, RDH

Date 2 - 20 - 2010

**BOARD**

Brian Barnett  
Brian Barnett,  
Executive Director  
Missouri Dental Board

Date 3/1/2010