

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD  
AND CORAL M. STEGEN, R.D.H.**

Coral M. Stegen, R.D.H. ("Licensee") and the Missouri Dental Board ("Board") enter into this settlement agreement ("Board Settlement Agreement") for the purpose of resolving the question of whether Licensee's license, number 2009013033, as a registered dental hygienist will be subject to further discipline. Licensee enters this Settlement Agreement for the purposes of settlement only and to avoid the additional expense of litigation. This Settlement Agreement shall fully and finally resolve all complaints and disciplinary matters related to Licensee that are currently outstanding and within the Board's knowledge.

Pursuant to the terms of § 324.042, RSMo 2000, the parties hereto waive the right to a hearing by the Board regarding the probation violation complaint filed August 22, 2013 in case number 2013-001517 to determine whether or not Licensee has violated the terms of her probation per the Board's Order entered May 28, 2009, and whether additional discipline should be imposed, if any, by the Board under § 324.042, RSMo 2000 and § 332.321.3, RSMo, as amended.

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 the Missouri Dental Board concerning the charges pending against her and, subsequently, the right to 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

the Board 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 probation violation complaint, 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 herein are true and stipulates with the Board that Licensee's license, numbered 2009013033 is subject to disciplinary action by the Board in accordance with the provisions of § 324.042, RSMo 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. Coral M. Stegen, R.D.H. ("Licensee") is licensed by the Board as a registered dental hygienist, license number 2009013033. Licensee's license as a dental hygienist is currently, and was at all times relevant herein, current and active.

3. Jurisdiction and venue are proper before the Missouri Dental Board under sections 324.042 and 332.321, RSMo, which authorizes the Board to determine if Licensee has violated the terms of the Board's Order entered May 28, 2009, and whether additional discipline, if any, should be imposed upon Licensee's dental hygienist license.

4. The Board's May 28, 2009, Order granted Licensee a license to practice as a dental hygienist subject to probationary terms and conditions. A true and accurate copy of said Order is attached as Exhibit A and is incorporated as if set forth in its entirety herein. Per the terms of that

Order, Licensee's dental hygienist license was placed on probation for a period of 5 years and is subject to, but not limited to, the following terms and conditions:

a. Licensee was entitled to engage in the practice of dental hygiene under Chapter 332, RSMo, provided that Licensee adhered to all of the terms and conditions of the Order.

b. Licensee shall comply with all provisions of the Dental Practice Act, Chapter 332, RMSO; all applicable federal and state drug laws, rules, and regulations, and all federal and state criminal laws.

c. Licensee was to comply with the terms of the Order and any failure to do so could subject her to additional or other discipline, including revocation.

5. Licensee's probation is set to be completed May 28, 2014.

6. On August 22, 2013, a probation violation complaint was filed in case number 2013-001517.

7. For purposes of settlement, Licensee admits to the following violations of her probation:

a. On October 27, 2012, Licensee cleaned and polished the teeth of patient C.C. after clinic hours and took an x-ray of C.C.'s teeth without appropriate supervision by a licensed dentist.

b. Patient C.C. was a long-term patient at the dental clinic and it had been determined previously by a dentist that C.C. would need dental implants, but C.C. could not afford the cost of the procedure at that time.

c. Aware that Dr. Ang, a periodontal surgeon who worked in the clinic, was in need of home renovation services, Licensee suggested that Dr. Ang consider

performing dental implants for patient C.C. in exchange for C.C. providing home renovation services for Dr. Ang.

d. Licensee took three tablets of Toradol, a prescription-strength nonsteroidal anti-inflammatory medication or NSAID, for her own personal use to alleviate her back pain on one occasion. While Licensee had permission to take the Toradol tablets, Licensee did not have a prescription for Toradol.

8. No prior probation violation complaints have been filed against Licensee since the Board's May 28, 2009, Order.

9. Licensee has been and continues to be cooperative with the Board, including its investigations.

10. At no times have there been allegations that Licensee provided substandard care in the performance of her duties as a dental hygienist.

#### **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 § 324.042, RSMo 2000: The terms of discipline shall include that Licensee's dental hygienist license, license number 2009013033, be **SUSPENDED FOR 15 DAYS**. Said suspension is to run from **October 28, 2013 through November 11, 2013**. During the fifteen day suspension, the probation on Licensee's license issued in the Settlement Agreement shall be stayed. Upon completion of the fifteen day suspension, Licensee's license shall then immediately be placed on **PROBATION** for a period to continue through May 11, 2014("disciplinary period"). Upon successful completion of the disciplinary period, Licensee's license shall be fully restored with no restriction, limitation or probation of any kind.

During Licensee's probation, Licensee shall be entitled to engage in the practice of dental hygiene under Chapter 332, RSMo, provided she adheres to all of the terms of the Settlement Agreement including the completion of the following:

**I. 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 the 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 the Board Settlement Agreement.
- H. If Licensee fails to comply with the terms of the Board Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, including revocation.

- I. The Board 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.

## II. 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.

\* \* \* \*

1. The parties to the Board Settlement Agreement understand that the Missouri Dental Board will maintain the Board Settlement Agreement as an open record of the Board as provided in Chapters 332, 610, 324, RSMo.

2. The terms of the Board Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither the Board 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 the Board Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Board Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems the Board Settlement Agreement or any portion thereof to be void or unenforceable.

4. The terms of this settlement agreement will become effective the date it is signed by Executive Director of the Board.

LICENSEE

Coral M. Stegen, R.D.H.  
Coral M. Stegen, R.D.H.

Date 10-23-13

BOARD

Brian Barnett  
Brian Barnett,  
Executive Director  
Missouri Dental Board

Date 10/24/13

**ORDER OF THE MISSOURI DENTAL BOARD**  
**REGARDING ISSUANCE OF A PROBATED LICENSE TO**  
**CORAL MARIE STEGEN, R.D.H.**

The Missouri Dental Board (“Board”) hereby issues its ORDER granting a PROBATED license to Coral Marie Stegen, R.D.H. (“Stegen”) pursuant to the provisions of §324.038, RSMo 2000. As set forth in §324.038.2, RSMo, Stegen may submit a written request for a hearing to the Administrative Hearing Commission seeking review of the Board’s decision issuing a probated license to Stegen. Such written request must be submitted to the Administrative Hearing Commission within thirty (30) days of the delivery or mailing of this Order by certified mail. The written request should be addressed to the Administrative Hearing Commission, P.O. Box 1557, Truman Building Rm. 604, Jefferson City, MO 65102-1557. If no written request for review is received by the Administrative Hearing Commission within the thirty (30) day period, the right to seek review of the Board’s decision shall be considered waived.

Based upon the foregoing, the Board hereby states:

1. The 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, RSMo.
2. On or about June 9, 1986, the Board issued Stegen a license to practice as a dental hygienist in the state of Missouri.
3. Stegen failed to submit the required renewal fee and application to renew her dental hygienist license prior to November 30, 2004.
4. On December 1, 2004, Licensee’s license to practice as a dental hygienist expired.
5. On or about February 13, 2009, Stegen submitted the necessary fees and application seeking a license to practice as a dental hygienist in the state of Missouri (“Application”).

6. From December 1, 2004, through February 11, 2009, Stegen worked as a dental hygienist at Gilman Periodontics, which is owned and operated by Dr. Richard S. Gilman, D.D.S., and located at 9233 Ward Parkway, Suite 300, Kansas City, Missouri.

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

8. Pursuant to section 332.111, “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 a class A misdemeanor.”

9. Stegen’s conduct is in violation of Section 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.

10. Stegen’s conduct is in violation of Board regulation 20 CSR 2110-2..71(10) which states “(10) 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.

11. Cause exists for the Board to take disciplinary action against Stegen’s license under § 332.321.2(4), (5), (6), (7), (12), 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 her 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 licensee 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;

12. Pursuant to section 324.038.1, RSMo, whenever a board within or assigned to the division of professional registration, may refuse to issue a license for reasons which also serve as a basis for filing a complaint with the administrative hearing commission seeking disciplinary action against a holder of a license, the board, as an alternative to refusing to issue a license, may, at its discretion, issue to an applicant a license subject to probation.

13. Pursuant to § 332.321, RSMo the Board may refuse to issue any certificate of registration or authority, permit or license required pursuant to Chapter 332 for one or any combination of causes stated in subsection 2 of this section.

14. The Board hereby issues this ORDER in lieu of denial of Stegen's request for a license to practice dental hygiene in Missouri.

#### TERMS AND CONDITIONS

Stegen shall be issued a license to practice dental hygiene in the State of Missouri subject to **FIVE (5) YEARS PROBATION** ("disciplinary period"). Stegen shall be entitled to engage in the practice of dental hygiene, provided she adheres to the terms of this Order. The terms of the disciplinary period shall be:

#### **I. REQUIREMENTS REGARDING CONTINUING EDUCATION**

##### **Ethics Course**

A. Stegen 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 Stegen's disciplinary period. Stegen 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.

## **II. GENERAL REQUIREMENTS**

- A. Stegen 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. Stegen 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. Stegen shall keep the Board apprised of her current home and work addresses and telephone numbers. Stegen shall inform the Board within ten days of any change of home or work address and home or work telephone number.
- D. Stegen 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, Stegen shall timely renew her license and timely pay all fees required for licensing and comply with all other board requirement necessary to maintain Stegen's license in a current and active state.
- F. If at any time during the disciplinary period, Stegen 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, Stegen 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 Stegen 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 Stegen not specifically mentioned in this document.

## **III. ADDITIONAL REQUIREMENTS**

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

- B. The terms of discipline apply even if Stegen places her license on inactive status.
- C. Stegen 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 Stegen practices or has privileges of Stegen's disciplinary status. Notification shall be in writing and Stegen 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 Board will maintain this Order as an open and public record of the Board as provided in Chapters 324, 332, and 610, RSMo.

3. Upon the expiration of said discipline period, Licensee's dental hygienist license 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 Order, the Board may, in its discretion, after an evidentiary hearing before the Board, vacate and set aside the discipline imposed herein and may suspend, revoke, or otherwise lawfully discipline Licensee.

4. No order shall be entered by the Board pursuant to the preceding paragraph of this Order without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

5. If the Board determines that Licensee has violated a term or condition of this Order, 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 Order in its determination of appropriate legal actions concerning that violation.

SO ORDERED EFFECTIVE THIS 28<sup>th</sup> DAY OF MAY 2009.

MISSOURI DENTAL BOARD

A handwritten signature in cursive script, reading "Brian Barnett". The signature is written in black ink and is positioned above a horizontal line.

Brian Barnett  
Executive Director