SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND AMY NEUSUS, R.D.H.

Come now Amy Neusus, R.D.H. ("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 Dental Hygienist will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,¹ 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.

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

Licensee acknowledges that Licensee has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline Licensee's 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, number 2010018081, is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

¹ All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.
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, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee is licensed by the Board as a Dental Hygienist, license number 2010018081. Licensee's Missouri license has an expiration date of November 30, 2020. Licensee's license is active and not expired.

3. On or about November 19, 2018, the Board received a complaint regarding Licensee from R. S., D. M. D., alleging substance abuse. Based on Dr. S.'s complaint, the Board conducted an investigation.

4. On or about November 26, 2018, Board Investigator Nick McBroom met with Dr. S. about his complaint regarding Licensee. Dr. S. stated that during Licensee's brief employment in his clinic, it became obvious that Licensee was exhibiting substance abuse problems while at the clinic. Dr. S. noted that on November 9, 2018, he, Licensee, and R. M. of the Well-Being Program signed Licensee up to attend the Well-Being Program and that Licensee was scheduled to attend an evaluation at PSI in Chicago on November 14, 2018. Dr. S. noted further that Licensee failed to attend the Chicago appointment, and that failure resulted in his complaint being submitted to the Board.

5. On or about November 27, 2018, Board Investigators Nick McBroom and Tabatha Lenzini met with Licensee regarding the complaint filed against her. Licensee acknowledged her employment at Dr. S.'s clinic. Licensee confirmed her arrest in April of 2017, in Jefferson County, Missouri, for illegal drugs. Licensee also admitted to being arrested in Madison County, Illinois on November 14, 2018, for methamphetamine possession. Licensee revealed that she was on her way to Chicago and the Well-Being center when she was pulled over by police and admitted to having "meth in the cup holder of [her] car." Licensee also disclosed an arrest in Crestwood, Missouri. Licensee provided a urine sample at the time of the November 27th interview. On or about December 4, 2018, the results of Licensee's urine test showed positive results for methamphetamines and Marijuana.

6. On or about November 28, 2018, Board Investigator Nick McBroom met with Jefferson County, Missouri Assistant Prosecuting Attorney Trisha Stefanski. Ms. Stefanski stated that she was unaware of
Licensee's arrest in Madison County, Illinois, as Licensee had not informed the Jefferson County Circuit Court of the out-of-state arrest. Ms. Stefanski instructed that the Illinois arrest would have an effect on her case in Jefferson County, Missouri.

7. Court records from the Circuit Court of Jefferson County, Missouri, reflect that on January 14, 2019, Licensee entered a guilty plea to three class D felony charges of Possession Of Controlled Substance Except 35 Grams Or Less Of Marijuana/Synthetic Cannabinoid, in case number 17JE-CR01766-01. Licensee was sentenced to four years' incarceration with the Missouri Department of Corrections on each charge. On January 14, 2019, Licensee was ordered to be placed into shock incarceration for one hundred twenty days.

8. The Board reviewed the investigation file together with the Circuit Court of Jefferson County, Missouri record in this matter at the Board's January 24 - 25, 2019 meeting.

9. The Board determined that Licensee's actions as described above in paragraphs 3 and 7 constitute violations for which the Board has authority to discipline Licensee's license.

10. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(1), (2), and (6), 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:

   (1) Use of any controlled substance, as defined in chapter 195, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of any profession licensed or regulated by this chapter;

   (2) The person has been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution pursuant to the laws of any state or of the United States, for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated pursuant to this chapter, for any offense an essential element of which is fraud, dishonesty or an act of violence, or any offense involving moral turpitude, whether or not sentence is imposed;

   (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[.]
Joint Agreed Settlement

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the resolution of this matter between Licensee, Amy Neusus, R.D.H., and the Missouri Dental Board:

Surrender in Lieu of Discipline

11. Licensee agrees, in lieu of formal disciplinary action, to surrender to the Board her license, number 2010018081, under the terms and conditions set forth herein, no later than thirty days from the effective date of this settlement agreement. This settlement agreement is effective the date the document is signed by the Executive Director of the Board.

12. Licensee understands that the Board is offering this settlement agreement in lieu of further discipline beyond the voluntary surrender, but understands that continued or future violations of Board licensing statutes and rules could result in additional Board action by requesting the Attorney General to seek relief in the Board’s name.

13. Licensee understands that by surrendering her license pursuant to this Agreement, her license ceases to exist, and should she seek licensure as a Dental Hygienist in the State of Missouri in the future, she must meet the licensure requirements under the laws in effect at the time of such application.

14. Licensee understands that after surrendering her license, if she applies for licensure as a Dental Hygienist in the State of Missouri in the future, all information gathered by the Board prior to this surrender concerning any alleged violations of Chapter 332, RSMo, and/or any discipline pending against her license may be considered in the Board’s decision of whether to grant a new license.

15. Within ten (10) days after Licensee’s surrender of her license, Licensee shall return all indicia of Missouri licensure to the Board.

16. 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 and 324, RSMo.

17. 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.
18. 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.

19. 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, United States Post Office Building, 131 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102-1557.

20. 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 fact 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

Amy Neusus, R.D.H.

Date April 2, 2019

BOARD

Brian Barnett,
Executive Director
Missouri Dental Board

Date 4/8/2019