

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND KOURTENAY VON FREDDIE GREEN, D.D.S.**

Come now Kourtenay Von Freddie Green, 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,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 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/or 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 2004013239 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 2000, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee Kourtenay Von Freddie Green, D.D.S. is licensed by the Board as a dentist, License No. 2004013239. The Board issued Licensee's license on May 25, 2004. Licensee's Missouri license was not at all times relevant herein, and is not now, current and active. Licensee's license expired November 30, 2014 due to non-renewal.

3. On or about May 12, 2013, Licensee's license was suspended pursuant to § 324.010, RSMo, for failure to pay and/or file Missouri taxes.

4. On December 10, 2013, Board Investigator Tracey Pfaff contacted Licensee regarding the suspension of her dental license. Licensee stated she was not aware that her license had been suspended. Investigator Pfaff confirmed that Licensee's current address was the same address on file with the Board and was the same address to where the Board sent the letters regarding the suspension of her license. Licensee stated she had hired a company to help her deal with the Missouri Department of Revenue and her tax debt but they had not helped her. She stated she had a lot going on at the time including a 2012 house fire and depression. She stated that the dentist for whom she worked knew about her license being suspended and she said yes. Licensee asked Investigator Pfaff if she should "go home." Investigator Pfaff informed her that she could not practice while her license was under suspension. Investigator Pfaff also informed Licensee she could be subject to discipline by the Board for practicing without a current and active license. Licensee stated she understood the situation.

5. On January 20, 2014, Investigator Pfaff spoke with Special Agent Linda Hanley of the Office of the Inspector General (OIG) regarding Licensee. Special Agent Hanley stated she knew of Licensee because the OIG was investigating the practice at which Licensee worked Senior Care Dentistry, and the owner of the practice, Dr. Dednam. Special Agent Hanley stated the investigation was regarding Medicaid fraud and Medicaid billing practices. Special Agent Hanley stated that the majority of the Medicaid billing was done by Licensee. Special Agent Hanley stated Senior Care Dentistry had been notified on numerous occasions that

they were using the wrong billing code but Licensee continued to use the wrong codes. Special Agent Hanley stated they used a code regarding lesions when lesion procedures were not performed. Special Agent Hanley also stated Licensee and Senior Care Dentistry billed "the highest possible code for office visits" including cleaning, x-rays and fillings. Special Agent Hanley stated Licensee clearly knew what was going on at the practice regarding the improper billing codes. Special Agent Hanley was not aware that Licensee's license had been suspended.

6. On or about January 27, 2014, Investigator Pfaff spoke with the Missouri Department of Revenue and confirmed that Licensee had not come into compliance and her license was still suspended. As of the date of this Settlement Agreement, Licensee's license is still suspended pursuant to § 324.010, RSMo, for failure to pay and/or file Missouri taxes.

7. On January 28, 2014, Investigator Pfaff went to Senior Care Dentistry. When she arrived, the receptionist told her that Licensee was with a patient. Licensee stated that she had not gotten her taxes paid but she was working on it. She stated that she had continued to see patients after Investigator Pfaff informed her that her license was suspended. She stated she saw patients without any lapse including on the day Investigator Pfaff was present. She stated that most days she is "booked solid."

8. On February 10, 2013, the Board received a letter from the Missouri Department of Social Services (DSS) stating that it terminated Licensee as a Medicaid provider retroactively to May 12, 2013 when her license was suspended. DSS also stated that any payments made to her provider number from May 12, 2013 forward would be considered overpayments and DSS would attempt to recover them.

9. On February 24, 2014, Senior Care Dentistry confirmed that Licensee was no longer working for Senior Dental Care as of February 11, 2014 and that Senior Care Dentistry had closed its doors and was no longer in business.

10. Section 332.181, RSMo states, in relevant part:

3. All persons once licensed to practice dentistry in Missouri shall renew his or her license to practice dentistry in Missouri on or before the license renewal date and shall display his or her license for each current licensing period in the office in which he or she practices.

11. Regulation 20 CSR 2110-2.071(1) 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. Licensee's conduct, practicing dentistry without a current and active license, as described in paragraphs 3 through 9 above constitutes cause to discipline Licensee's license.

13. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(5), (6), (7) 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:

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(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;

(6) Violation of, 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;

.....

(13) Violation of any professional trust or confidence[.]

Joint Agreed Disciplinary Order

14. 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:

15. The terms of discipline shall include that upon the reinstatement of Licensee's dental license, including Licensee's compliance with the Missouri Department of Revenue, Licensee's licensee shall be placed on **PROBATION** for a period of 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 jurisprudence examination within twelve (12) months of this Agreement becoming effective. Licensee shall contact the Board office to request a current law packed 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 twelve (12) 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 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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).
- H. 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.

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, 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, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.

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 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. If Licensee does not request review by the Administrative Hearing Commission, the settlement agreement goes in to effect 15 days after the document is signed by the Executive Director of the Board.

LICENSEE

Kourtenay V. Green, DDS
Kourtenay Von Freddie Green, D.D.S.

Date Feb. 24, 2015

BOARD

Brian Barnett
Brian Barnett,
Executive Director
Missouri Dental Board

Date 2/26/2015