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KANSAS DENTAL BOARD

**BEFORE THE KANSAS DENTAL BOARD**

In the Matter of )  
 )  
KATE GARRENS, R.D.H. ) Case No. 10-10  
Kansas License No. 10606 )

**STIPULATION AND CONSENT ORDER**

IT IS HEREBY STIPULATED, UNDERSTOOD AND AGREED by and between the Kansas Dental Board (the "Board") and Kate Garrens, R.D.H. ("Respondent") as follows:

1. The Board is represented herein by its attorney, Randall J. Forbes and Justin L. McFarland of Frieden, Unrein Forbes & Biggs LLP, 555 South Kansas Avenue, Suite 303, Topeka, Kansas 66603. The Respondent is represented herein by her attorney,

\_\_\_\_\_.

2. The Board is the Kansas agency vested with the authority, pursuant to K.S.A. 74-1404 and K.S.A. 74-1406, to carry out and enforce the provisions of the Kansas Dental Law, K.S.A. 65-1421 *et seq.*, including conducting hearings and proceedings to revoke, suspend or otherwise discipline a Kansas license to practice dentistry.

3. The Respondent is presently entitled to engage in the practice of dental hygiene in the State of Kansas by reason of the Board having issued her Kansas license number 10606. At all times relevant hereto, the Respondent has held a current license to engage in the practice of dentistry in the State of Kansas.

4. The Board has received certain information, has investigated and has determined that there are reasonable grounds to believe that the Respondent's Kansas license to practice dental hygiene may be revoked, suspended, placed in a probationary status or denied renewal pursuant to K.S.A. 65-1436(b) and K.S.A. 65-1436(a)(18), based on a disciplinary order entered against Respondent's Missouri License. A genuine copy of the Missouri Disciplinary Order is attached as Exhibit A and hereby fully incorporated by reference into this Stipulation and Consent Order. Under the Missouri Disciplinary Order, Respondent is on probation for 1 year from December 30, 2009 to December 30, 2010, must make up 13 hours of classroom, i.e., no correspondence or Internet continuing education credit within the first 9 months of the order, and must earn an additional 13 hours of continuing education credit during that same time.

5. Respondent hereby stipulates, admits and waives any further proof in this or any other proceeding before or initiated by the Board, and the Board, upon motion duly made, seconded and passed, finds: that disciplinary action lawfully taken by the proper licensing authority against the Respondent's Missouri license to practice dentistry as follows:

Effective December 30, 2009, the Missouri Dental Board placed the Respondent's Missouri license to practice dental hygiene on probationary status for a period of one year, and subject to certain terms and conditions, pursuant to a Findings of Fact, Conclusions of Law and Disciplinary Order approved and entered by the Missouri Dental Board on December 14, 2009 ("Missouri Disciplinary Order");

the Missouri Disciplinary Order annexed as Exhibit A hereto is a true and correct record of the lawful action taken by the Missouri Dental Board against Respondent's license to practice dental hygiene in the State of Missouri and constitutes conclusive evidence thereof; that the Missouri Dental Board is the proper licensing authority for dental hygienists in the State of Missouri; and that Respondent's Kansas license to practice dental hygiene may be revoked, suspended, placed in a probationary status or denied renewal under the provisions of K.S.A. 65-1436(b) and K.S.A.

65-1436(a)(18) based on the action of the Missouri Dental Board lawfully placing Respondent's Missouri license to practice dental hygiene in probationary status.

The Board further finds and that such disciplinary action by the Missouri Dental Board, and the basis therefore, warrants the imposition of appropriate disciplinary action against Respondent's Kansas license to practice dental hygiene under the provisions of K.S.A. 65-1436(b) and K.S.A. 65-1436(a)(18).

6. The Board finds and Respondent stipulates and agrees that the following disposition is lawful, just and appropriate under the circumstances:

A. CONTINUING EDUCATION CREDITS. Respondent shall, within 15 days of the effective date of this order, provide to the Board satisfactory evidence of compliance with Kansas requirements regarding continuing education credit hours pursuant to K.S.A. 65-1431 and K.A.R. 71-4-1. Respondent shall also provide satisfactory evidence of current CPR certification.

B. PROBATION. Pursuant to K.S.A. 65-1436(a), Respondent's Kansas license to practice dentistry shall be placed on probation for a period of time beginning on the effective of this Stipulation and Consent Order and expiring on December 30, 2010.

C. TERMS AND CONDITIONS. During the period of probation, Respondent will be entitled to practice the profession of dental hygiene pursuant to Chapter 65, Article 14 of the Kansas Statutes Annotated provided she adheres to the following terms and conditions of probation:

(i) Respondent must remain in compliance with the entire Missouri Disciplinary Order, including complying with all requirements regarding continuing education.

(ii) Respondent shall comply with all provisions of the Kansas Dental Law, K.S.A. 65-1421, *et seq.*, and the rules and regulations of the Board applicable to licensed dental hygienists and all applicable federal and state drug laws, rules and regulations and with all federal and state criminal laws. For purposes of this subsection, "state" includes the State of Kansas and all other states and territories of the United States.

(iii) Respondent's failure to comply with any provision set forth in this Stipulation and Consent Order or the Missouri Disciplinary Order constitutes a violation of the terms or conditions of probation.

7. Upon successful completion and expiration of the period of probation specified above, Respondent's license as a dental hygienist in Kansas shall be fully restored if all other requirements of law have been satisfied; provided, however, that in the event the Board determines that Respondent has violated any term or condition of this Stipulation and Consent Order, the Board may, in its discretion, initiate and take such additional disciplinary action against Respondent or Respondent's license as the Board deems necessary or appropriate to protect the public health, safety or welfare. If the Board determines that Respondent has violated a term or condition of this Stipulation and Consent Order and such violation would be independently actionable under the Kansas Dental Law, the Board may elect to pursue any lawful remedies or procedures available under Kansas law and the Board shall not be bound by this Stipulation and Consent Order in its determination of appropriate legal actions concerning any such violation.

8. Respondent agrees that all information in the possession of the Board's Investigation Member, its staff, its investigators and its attorney regarding the investigation

**STIPULATION AND CONSENT ORDER**

*Matter of Kate Garrens, R.D.H.*, Kansas Dental Board Case No. 10-10

which led to this disciplinary action and all information discovered during the pendency of the disciplinary action may be disclosed to and considered by the Board as part of the presentation and consideration of the proposal of settlement in the form of this Stipulation and Consent Order, with or without the presence of Respondent or her attorney. In the event that this Stipulation and Consent Order is not accepted and approved by the Board, Respondent further waives any objection to the Board members' consideration of this Stipulation and Consent Order or the information mentioned in the preceding sentence and further agrees to waive any claim of due process violation or the right to seek the disqualification of any Board member as a result of the Board member's consideration of said document and information.

9. Except as provided in Paragraph 9 above, the stipulations and agreements contained herein shall not become effective or binding until and unless the Board approves this Stipulation and Consent Order. Respondent acknowledges that the approval of the Board's attorney shall not constitute the approval of the Board or bind the Board to approve this Stipulation and Consent Order.

10. The Respondent agrees that this Stipulation and Consent Order is in conformance with Kansas and federal law and the Board has jurisdiction to enter into it. The Respondent further agrees that the Kansas Dental Law, K.S.A. 65-1421, *et seq.* is constitutional on its face and as applied in this case.

11. This stipulation constitutes the entire agreement of the parties and may only be modified by a subsequent writing signed by them. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

12. Respondent acknowledges that she has the following rights:

A. To have formal notice of charges served upon her;

B. To file a response to the charges;

C. To have notice of and participate in a formal adjudicative hearing with the Board making specific findings of facts and conclusions of law based only upon evidence admitted at such hearing.

D. To take advantage of all applicable provisions of the Kansas Administrative Procedures Act and the Kansas Act For Judicial Review and Civil Enforcement of Agency Action.

Respondent freely waives these rights and acknowledges that said waiver is made voluntarily and in consideration of the Board's limiting the disciplinary action taken against her to those provided for herein. Respondent further waives the right to seek reconsideration or appeal or otherwise contest this Stipulation and Consent Order.

13. Respondent acknowledges that she enters into this Stipulation and Consent Order freely and voluntarily after consultation or the opportunity for consultation with counsel of her choosing. Respondent further acknowledges that she has read this Stipulation and Consent order in its entirety, that she understands its legal consequences and that she agrees that none of its terms are unlawful, unconscionable, fraudulent, oppressive, arbitrary, capricious or unreasonable.

14. Time is of the essence to this Stipulation and Consent Order. Respondent acknowledges and agrees that any violation of this Stipulation and Consent Order shall constitute a willful violation of a lawful Board order and grounds for further disciplinary action against him. The pendency of any disciplinary action arising out of an alleged violation of this Stipulation and Consent Order shall not affect the obligation of Respondent to comply with all terms and conditions of this Stipulation and Consent Order.

**STIPULATION AND CONSENT ORDER**

*Matter of Kate Garrens, R.D.H.*, Kansas Dental Board Case No. 10-10

15. This Stipulation and Consent Order constitutes the entire and final agreement of the parties. In the event any provision of this Stipulation and Consent Order is deemed invalid or unenforceable by a court of competent jurisdiction, it shall be severed and the remaining provisions of this Stipulation and Consent Order shall be given full force and effect.

16. Upon execution by all parties and entry as an order by the Board, this Stipulation and Consent Order shall be a public record in the custody of the Board.

17. This Stipulation and Consent Order shall become effective on the day it is approved, accepted and made an order of the Board by way of signature of the Board's President or the President's authorized representative.

18. For purposes of reporting to the National Practitioner's Data Bank, this matter shall be categorized as follows:

A. Adverse Action Classification: "1125 Probation of License."

B. Basis for Action: "39 – License Revocation, Suspension or Other Disciplinary Action Taken by a Federal, State or Local Licensing Authority."

19. Upon Respondent's execution of this Stipulation and Consent, all stipulations, understandings and agreements expressed herein shall become immediately effective and binding upon each of the parties, and the Board may enter its enforcement order based upon such stipulations, understandings and agreements without the necessity of filing any formal charges or holding hearings in these proceedings. The stipulations and agreements set forth in Paragraph 9 above shall become fully binding and effective immediately upon Respondent's execution of this Stipulation and Consent Order.

20. Respondent acknowledges that she has been advised by the Board that she would have the right within 15 days after service of the Stipulation and Consent Order to file a petition

for reconsideration with the Board and the right within 30 days after service of the Stipulation and Consent Order to file a petition for judicial review in the District Court of Shawnee County, Kansas in accordance with the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et seq.* and to serve such a petition for judicial review on the Kansas Dental Board by serving Betty Wright, its Executive Director at 900 SW Jackson, Room 564-S, Topeka, Kansas 66612. Respondent hereby waives those rights.

ENTERED AND EFFECTIVE this 23<sup>rd</sup> day of April, 2010.

KANSAS DENTAL BOARD

By: Denise L Maus, RDH  
 DENISE MAUS, R.D.H.  
 President

AGREED TO AND ACCEPTED BY:

Kate Garrens  
 Kate Garrens, R.D.H.  
 Respondent

4.14.10  
 Date

APPROVED BY:

\_\_\_\_\_  
 Signature of Respondent's Counsel

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name of Respondent's Counsel



Address of Respondent's Counsel

  
Randall J. Forbes #09089  
Justin L. McFarland #24247  
FRIEDEN, UNREIN, FORBES & BIGGS, LLP  
555 S. Kansas Avenue, Suite 303  
Topeka, KS 66603  
Tel: (785) 232-7266  
Fax: (785) 232-5841  
*Counsel for Kansas Dental Board*


4-15-2010  
Date

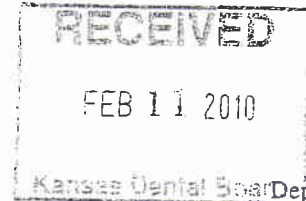
**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing **STIPULATION AND CONSENT ORDER** was served by depositing same in the United States mail, postage prepaid, this 27<sup>th</sup> day of April, 2010, properly addressed to:

Kate Garrens  
6116 NW 107<sup>th</sup> Street  
Kansas City, MO 64154

Randall J. Forbes  
Justin L. McFarland  
FRIEDEN, UNREIN, FORBES & BIGGS, LLP  
555 South Kansas Avenue, Suite 303  
Topeka, KS 66603

  
Betty Wright  
Executive Director  
KANSAS DENTAL BOARD



Jeremiah W. (Jay) Nixon  
Governor  
State of Missouri

Jane A. Rackers, Division Director  
DIVISION OF PROFESSIONAL REGISTRATION

Department of Insurance  
Financial Institutions  
and Professional Registration  
John M. Huff, Director

MISSOURI DENTAL BOARD  
3605 Missouri Boulevard  
P.O. Box 1367  
Jefferson City, MO 65102-1367  
573-751-0040  
573-751-8216 FAX  
800-735-2966 TTY  
800-735-2466 Voice Relay Missouri  
dental@pr.mo.gov  
<http://www.pr.mo.gov>

Brian Barnett  
Executive Director

February 8, 2010

Melissa Graham, Administrative Officer  
Kansas Dental Board  
900 SW Jackson St  
Room 564S  
Topeka, KS 66612-1220

**Re: Kate Marie Garrens, RDH**

Dear Ms. Graham:

This will certify that the attached is a true and accurate copy of the information contained in the files of the Missouri Dental Board regarding the most recent disciplinary action taken on the license of Ms. Garrens. If you should need additional information, please do not hesitate to contact this office.

Sincerely,

Brian Barnett  
Executive Director

BB:nr

Enclosure



SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD  
AND KATE MARIE GARRENS, R.D.H.

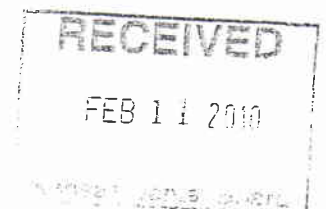
Come now Kate Marie Garrens, R.D.H. ("Licensee") and the Missouri Dental Board ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license as a dental hygienist will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo 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 2005015026 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. Licensee Kate Marie Garrens, R.D.H. is licensed by the Board as a dental hygienist, License No. 2005015026. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. Pursuant to § 332.261, RSMo 2000 and 20 CSR 2110-2.240, every Board licensee is required to obtain thirty (30) hours of continuing educational programs during the two-year period immediately preceding the renewal period to renew his or her license.

4. On Licensee's 2008-2010 renewal application Licensee swore and affirmed under penalty of law that she obtained thirty (30) hours of Board-approved continuing education during the period of December 1, 2006, through November 30, 2008.

5. The Board renewed Licensee's license.

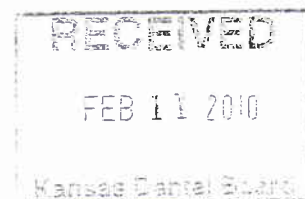
6. On or about January 9, 2009, the Board audited Licensee's continuing education hours pursuant to 20 CSR 2110-2.240(2)(A), which states in pertinent part:

The board may conduct an audit of licensees to verify compliance with the continuing education requirement. Licensees shall assist the board in its audit by providing timely and complete responses to the board's inquiries.

7. Licensee failed to submit adequate documentation for thirty (30) hours of continuing education for the December 1, 2006 through November 30, 2008 period.

8. Licensee has a duty to maintain full and complete records of all approved continuing education credits earned pursuant to and as defined by 20 CSR 2110-2.240(2)(A), which states in pertinent part:

Each licensee shall retain records documenting his/her completion of the required hours of continuing education for a minimum of six (6) years after the reporting period in which the continuing education was completed. The records shall document the licensee's attendance at the continuing education course including, but not limited to, retaining the titles of the courses taken, dates, locations, receipts, course sponsors, agendas and number of hours earned.



9. Licensee's failure to obtain the required thirty (30) continuing education credits is a violation of section 332.261 and of Regulation 20 CSR 2110-2.240(2).

10. Pursuant to Regulation 20 CSR 2110-2.240(5), "violation of any provision of this rule shall be deemed by the board to constitute misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional, or any combination of these, in the performance of the functions, duties, or both, of a dentist or dental hygienist, depending on the license's conduct."

11. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(3), (5), 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:

. . . .

(3) Use of fraud, deception, misrepresentation or bribery in securing any certificate of registration or authority, permit or license issued pursuant to this chapter or in obtaining permission to take any examination given or required pursuant to this chapter;

. . . .

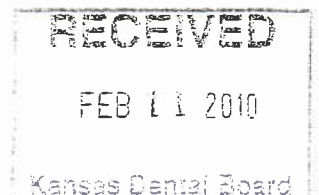
(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;

(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;

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 placed on **PROBATION** for a period of one (1) year ("disciplinary period"). During Licensee's probation, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of her Settlement Agreement.

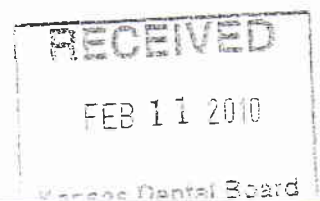


I. EDUCATIONAL REQUIREMENTS

- A. Licensee shall make up the thirteen (13) approved continuing education hours that she was delinquent **within the first nine (9) months** of the effective date of this Agreement.
- B. Licensee shall earn an additional thirteen (13) hours of approved continuing education **within the first nine (9) months** of the effective date of this Agreement.
- C. These hours that need to be made up and the additional hours are in addition to those hours required by law for renewal and must be classroom/out of office hours (***NO correspondence or internet courses.***) These additional continuing education hours cannot carry over into the next reporting period.
- D. Licensee shall provide the Board with proof of attendance of the continuing education hours no later than thirty (30) days after attending the course. Failure to attend the required documentation to the Board will result in a violation of the terms of discipline.
- E. Licensee shall obtain current certification in basic life support (BLS) or advanced cardiac life support (ACLS) from a Board approved sponsor **within the first sixty (60) days** of the effective date of this Agreement. Licensee shall provide the Board with proof of her current certification no later than thirty (30) days after receipt of said certification.
- F. Licensee shall take and pass the Board's designated jurisprudence examination within nine (9) 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 nine (9) 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 she 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 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 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.

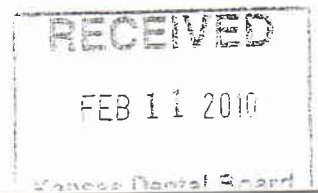
### III. ADDITIONAL REQUIREMENTS

- A. Licensee shall not allow her license to lapse.
- B. 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 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. Licensee, 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

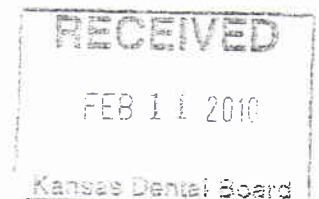


any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

4. Licensee understands that she may, either at the time the settlement agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license. 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.**

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 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.





7. If Licensee 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

Kate Marie Garrens RDH  
Kate Marie Garrens, R.D.H.

Date 12.7.09

BOARD

Brian Barnett

Brian Barnett,  
Executive Director  
Missouri Dental Board

Date 12/14/09

RECEIVED

DEC 10 09 00

MISSOURI DENTAL BOARD

RECEIVED

FEB 11 2010