



**BEFORE THE KANSAS DENTAL BOARD**

In the Matter of the Licensure of:	)	
	)	<b>Case No. 20-58</b>
JAMIE DIANE LUNDY, D.D.S.	)	
Kansas License No. 66762,	)	
Respondent	)	
_____	)	

**STIPULATION AND CONSENT ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the Kansas Dental Board (“Board”) and Jamie Diane Lundy, D.D.S. (“Respondent”) as follows:

1. The Board is represented herein by its attorney, Brenda L. Head of Frieden & Forbes, LLP, 1414 SW Ashworth Pl., Suite 201, Topeka, Kansas 66604. The Respondent is represented herein by her attorney, Diane L. Bellquist of Joseph Hollander & Craft LLC, 1508 SW Topeka Blvd., Topeka, Kansas 66612-1887.

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. 65-1401 *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 dentistry in the State of Kansas by reason of the Board having issued her Kansas license number 66762. 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’s Investigation Member has received certain information, investigated and determined that there are reasonable grounds to believe that Respondent has committed one or more acts in violation of K.S.A. 65-1436(a) which would justify the revocation or imposition of other disciplinary action against her Kansas License under the provisions of K.S.A. 65-1436(b)

[REDACTED]

and the assessment of an appropriate fine against Respondent under the provisions of K.S.A. 65-1436(d).

5. Respondent hereby admits and waives any further proof in this or any other proceeding before or initiated by the Board, and upon motion duly made, seconded, and passed, the Board finds, that:

A. On August 31, 2020, Respondent and the Missouri Dental Board entered into a document styled *Settlement Agreement Between Missouri Dental Board And Jamie Diane Lundy, D.D.S.* ("Missouri Settlement Agreement #1"). A true and correct copy of the Missouri Settlement Agreement #1 is marked Exhibit A, attached hereto, and incorporated herein by reference. The Joint Stipulations of Fact and Conclusions of Law appearing in paragraphs numbered 1 through 18 of the Missouri Settlement Agreement #1 are specifically incorporated herein as findings of the Board.

B. As part of the Missouri Settlement Agreement #1, Respondent agreed and stipulated that she had violated various provisions of the Missouri Dental Law and agreed to a period of five (5) years PROBATION of her Missouri license to practice dentistry [REDACTED]

C. On or about August 24, 2022, the Missouri Dental Board filed a Probation Violation Complaint ("Probation Violation") (DB-23-001-PV) against Respondent citing multiple probation violations by Respondent. A true and correct copy of the Probation Violation Complaint is marked Exhibit B, attached hereto, and incorporated herein by reference.

D. On November 1, 2022, Respondent and the Missouri Dental Board entered into a Settlement Agreement (Missouri Settlement Agreement #2) in which Respondent agreed she had violated the terms of her probation as contained in Settlement Agreement #1 and as set

[REDACTED]


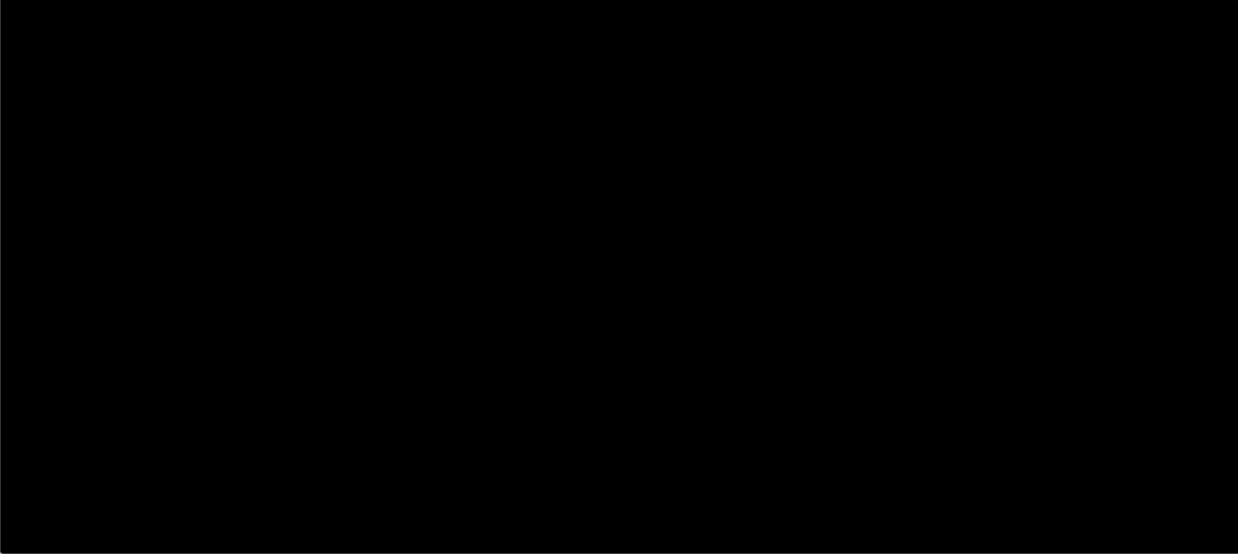
forth in the Missouri Board's Probation Violation Complaint (DB-23-001-PV). A true and correct copy of the Missouri Settlement Agreement #2 is marked Exhibit C, attached hereto, and incorporated herein by reference.

E. On or about November 1, 2022, the Missouri Dental Board issued a Joint Agreed Disciplinary Order in DB-23-001-PV against the Respondent and Respondent's Missouri License Number 2015008624 was voluntarily surrendered. A true and correct copy of the Missouri Disciplinary Order is marked Exhibit C, attached hereto and incorporated herein by reference. The Joint Stipulation of Facts and Conclusions of Law appearing in paragraphs numbered 1 through 6 and paragraphs numbered 1 through 6 of the Joint Agreed Disciplinary Order of the Missouri Settlement Agreement #2 are specifically incorporated herein as findings of the Board.

6. Upon motion duly made, seconded and passed, the Board finds that Respondent's conduct as described in the Missouri Settlement Agreement #1, the Probation Violation, the Missouri Settlement Agreement #2, the Missouri Settlement Agreements themselves and the Missouri Disciplinary Order subjects her Kansas license to discipline pursuant to K.S.A. 65-1436(a)(3) as defined at K.S.A. 65-1436(c)(3) and K.S.A 65-1436(a)(18).

7. The Respondent agrees and consents, and the Board finds and concludes, that the following disposition is just and appropriate under the circumstances:

[REDACTED]

B. PROBATION. Respondent agrees, and the Board further orders that Respondent's License is hereby placed on PROBATION for a period of five (5) years ("disciplinary period"), from and since the entry of this Stipulation and Consent Order and until such time as Respondent completes all requirements set forth in this Stipulation and Consent Order.

C. LICENSE RESTRICTION. Respondent agrees and the Board further orders that Respondent's License is hereby limited to prohibit her from prescribing or dispensing any narcotics until further order of the Board. Respondent is required to notify all employers of her License restriction.

D. ADMINISTRATIVE FINE. Respondent hereby agrees and consents to the Board entering an order requiring her to begin paying the Board, within ten (10) days of the effective date to the Final Agency Order contemplated hereby, an administrative fine in the amount of One Thousand Five Hundred Dollars (\$1,500.00), being paid in equal installments of Five Hundred Dollars (\$500.00) over a three month period of time.

[REDACTED]

E. OTHER REQUIREMENTS. Respondent acknowledges and agrees that as a condition of this Stipulation and Consent Order she must, and the Board further orders the Respondent to:

1. Comply fully with this Stipulation and Consent Order; and
2. Comply fully with the Kansas Dental Act, the Board's rules and regulations and all state and federal laws relating to Kansas dentists.

8. Respondent agrees that all information in the possession of the Board's Investigation Member, its staff, its investigators and its attorney regarding the complaint which led to this disciplinary action, the investigation of the complaint 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 the Respondent or her attorney. In the event that this Stipulation and Consent Order is not accepted and approved by the Board, the 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. The stipulations and orders contained herein shall not become binding until this Stipulation and Consent Order is approved and entered by the Board. The 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

[REDACTED]

agrees that the Kansas Dental Act, 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. The 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; and

- D. To take advantage of all applicable provisions of the Kansas Administrative Procedure Act and the Kansas Judicial Review Act.

The 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. The Respondent further waives the right to seek reconsideration or appeal or otherwise contest this Stipulation and Consent Order.

13. The Respondent acknowledges that she enters into this Stipulation and Consent Order freely and voluntarily after consultation with or an opportunity to consult with counsel of her choosing. The 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 unconscionable, arbitrary, or capricious.

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 her. 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.

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. The Respondent acknowledges that she has been advised by the Board that she would have the right within 15 days after service of this 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 Judicial Review Act, K.S.A. 77-601 *et seq.*, and to serve such a petition for judicial review on the Kansas Dental Board by serving B. Lane Hemsley, its Executive Director, at 900 SW Jackson, Room 455-S, Topeka, KS 66612. The Respondent hereby waives those rights.

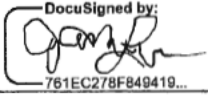
ENTERED AND EFFECTIVE this 14<sup>th</sup> day of April, 2023.

KANSAS DENTAL BOARD

By:   
MARK HERZOG, DDS  
President



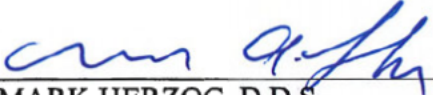
AGREED AND APPROVED BY:

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JAMIE DIANE LUNDY, D.D.S.

2/3/2023

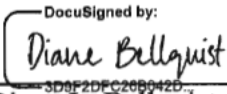
Date



MARK HERZOG, D.D.S.  
Investigation Member

4/14/23

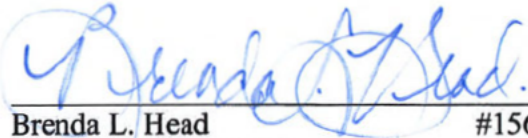
Date

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1508 SW Topeka Blvd.  
Topeka, KS 66612-1887  
TEL: (785) 234-3272  
FAX: (785) 955-1318  
[dbellquist@josephhollander.com](mailto:dbellquist@josephhollander.com)  
Respondent's Attorney

2/3/2023

Date



Brenda L. Head #15657  
FRIEDEN & FORBES, LLP  
1414 SW Ashworth Pl., Suite 201  
Topeka, Kansas 66604  
TEL: (785) 354-1100  
FAX: (785) 354-1113  
[bhead@fflawllp.com](mailto:bhead@fflawllp.com)  
**Disciplinary Counsel for the Kansas Dental Board**

2/6/2023

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 17<sup>th</sup> day of April, 2023, addressed to:

Brenda L. Head  
FRIEDEN & FORBES, LLP  
1414 SW Ashworth Place, Suite 201  
Topeka, KS 66604

Jamie Diane Lundy, D.D.S.  
2300 Main St.  
Parsons, KS 67357

Diane L. Bellquist  
JOSEPH HOLLANDER & CRAFT LLC  
1508 SW Topeka Blvd.  
Topeka, KS 66612-1887

  
Representative of the  
KANSAS DENTAL BOARD

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AUG 28 2020

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD** MISSOURI DENTAL BOARD  
**AND JAMIE LUNDY, D.D.S.**

Come now Jamie Lundy, 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,<sup>1</sup> 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, numbered 2015008624 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

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<sup>1</sup> 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 dentist, License No. 2015008624. Licensee's Missouri license has an expiration date of November 30, 2020. Licensee's license is current and active.

3. On or about January 23, 2019, the Board received a complaint regarding Licensee from Dr. Michael O'Patrick Duffy, D.D.S. Dr. Duffy's complaint stated that Licensee used his (Dr. Duffy's) DEA number to prescribe narcotic medication for Licensee's personal use without consent or authorization.

4. On or about January 28, 2019, the Board referred the complaint to the Central Investigations Unit (CIU). The Board reviewed the investigation report at the Board's October 2019 meeting.

5. The CIU investigation report indicates Licensee wrote a prescription for Norco forging Dr. Duffy's name, and that Licensee acknowledged this in a text to Dr. Duffy four days later, fearing she (Licensee) would lose her job as a result.

6. The CIU investigation report indicates that following an internal investigation by Licensee's employer and admission by Licensee that Licensee acknowledged writing a prescription, Licensee was placed on leave and terminated shortly thereafter from her job at Heartland Dental.

7. The CIU investigation report indicates a review of Dr. Lundy's patient records showed a self-assessment in 2018 and that several prescriptions had been written in Dr. Duffy's name for Norco and Zofran.

8. The CIU investigation report indicates that Licensee's staff members noted behavioral changes with Licensee, and noted the prescriptions written by Licensee on Dr. Duffy's safety paper. Further investigation revealed multiple prescriptions written to members of Licensee's family by Licensee for narcotics.

9. The CIU investigation report indicates a pharmacy audit reflected a history in multiple pharmacies used over the course of 2018 and 2019 for prescriptions for narcotics to Licensee

[REDACTED]

and members of Licensee's family (12 occasions), and all for high quantities (20-50 tabs). Licensee's records did not indicate that the family members received dental treatment that corresponded with the pharmacy records.

10. The CIU investigation report indicates that Licensee admitted to using her position as an advantage to help with her own medical issues. Licensee referenced the prescription for Norco written under Dr. Duffy's name, and noted her remorse for writing the Norco Rx herself. Licensee also acknowledged poor record keeping with family members, and that her judgement here was clouded.

11. The Board determined that Licensee's actions as described above in paragraphs 3 and 10 constitute a violation for which the Board has authority to discipline Licensee's license.

12. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(1),(6), (13), (15), and (20) 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;

...

(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;

...

(13) Violation of any professional trust or confidence;

...

(15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

...

(20) Being unable to practice as a dentist, specialist or hygienist with reasonable skill and safety to patients by reasons of professional incompetency, or because of illness, drunkenness, excessive use of drugs, narcotics, chemicals, or as a result of any mental or physical condition.

Joint Agreed Disciplinary Order

[REDACTED]

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:

13. The terms of discipline shall include that Licensee's dental license, number 2015008624, be placed on **PROBATION** for a period of five (5) years ("disciplinary period"). [REDACTED]

[REDACTED]

[REDACTED]

**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 Licensee 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 Licensee's 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 Licensee's 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 Licensee's current place of business and residence, the time of Licensee's 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 Licensee's 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.

14. 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.

15. 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.

16. Licensee, together with Licensee's heirs and assigns, and Licensee's 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

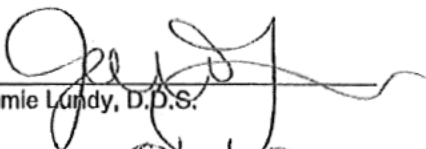
claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of 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.

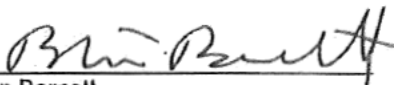
17. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the 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.

18. 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

BOARD

  
\_\_\_\_\_  
Jamie Lundy, D.D.S.  
Date 8/10/20

  
\_\_\_\_\_  
Brian Barnett,  
Executive Director  
Missouri Dental Board  
Date 8/31/2020



**FILED**

AUG 24 2022

**BEFORE THE MISSOURI DENTAL BOARD**

MISSOURI DENTAL BOARD  
3605 Missouri Blvd.  
P.O. Box 1367  
Jefferson City, MO 65102-1367  
Petitioner,

v.

JAMIE LUNDY, DDS  
1170 S. 180th  
Pittsburg, KS 66762  
Respondent.

MISSOURI DENTAL BOARD

Case No. *DB-23-001-PV*

**PROBATION VIOLATION COMPLAINT**

COMES NOW Petitioner, the Missouri Dental Board ("Petitioner" or "Board"), by and through counsel, and for its Probation Violation Complaint against Respondent, Jamie Lundy, DDS ("Respondent"), states as follows:

1. The 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, RSMo.
2. Respondent is licensed by the Board as a dentist, License No. 2015008624. Respondent's license is current and active and on probation.
3. Jurisdiction and venue are proper before the Board pursuant to § 324.042, RSMo.
4. By Settlement Agreement between the Board and Respondent, effective on or about September 15, 2020, Respondent's license was placed on probation for a period of five years ("Settlement Agreement"). A true and accurate copy of the Settlement Agreement is attached as Exhibit 1 and is incorporated herein by reference.

[Redacted]

[Redacted]

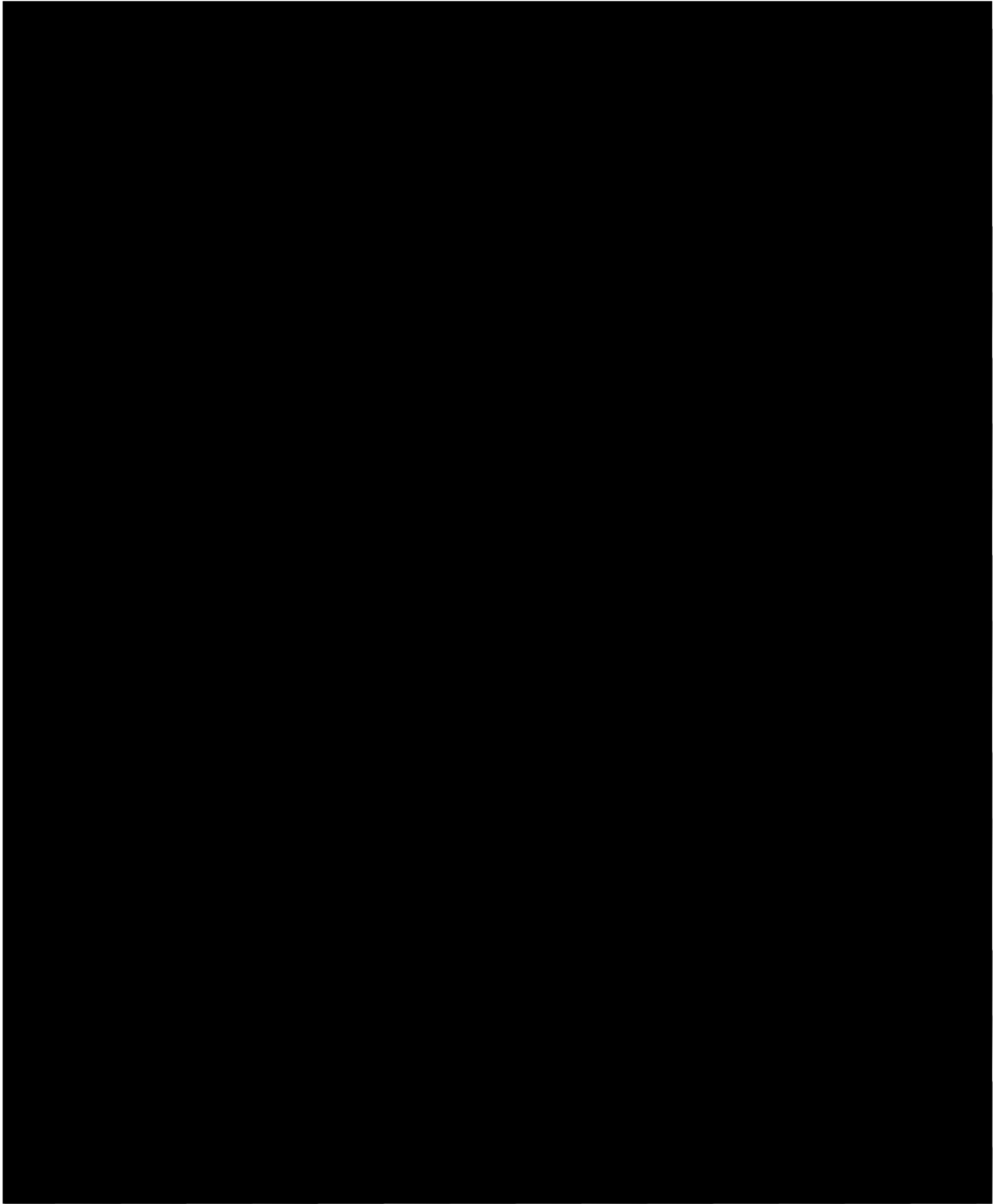
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8. Pursuant to paragraph 13. II.H. of the Settlement Agreement, if Respondent fails to comply with the terms of the Settlement Agreement, the Board may impose such additional discipline as it deems appropriate, including revocation.

[Redacted]

[Redacted]



23. Section 324.042, RSMo, states:

Any board, commission, or committee within the division of professional registration may impose additional discipline when it finds after hearing that a licensee, registrant, or permittee has violated any disciplinary terms previously imposed or agreed to pursuant to settlement. The board, commission, or committee may impose as additional discipline any discipline it would be authorized to impose in an initial disciplinary hearing.

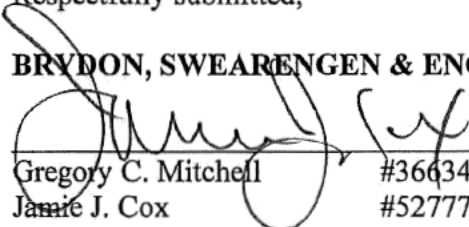
24. Pursuant to § 324.042, RSMo, the Board may impose as additional discipline any discipline it would be authorized to impose in an initial disciplinary proceeding against Respondent's license upon a finding that Respondent violated the Settlement Agreement.

WHEREFORE, Petitioner respectfully requests that the Board conduct a hearing in this matter, if necessary, pursuant to Chapter 536, RSMo, and § 324.042, RSMo, and thereafter, issue its findings of fact and conclusions of law determining that the Board may take further disciplinary action against Respondent's license, and for such other and further relief as may be just and proper under the circumstances.

Respectfully submitted,

**BRYDON, SWEARENGEN & ENGLAND P.C.**

By:



---

Gregory C. Mitchell #36634

Jamie J. Cox #52777

312 East Capitol Avenue

P.O. Box 456

Jefferson City, MO 65102-0456

Telephone: (573) 635-7166

Facsimile: (573) 635-3847

E-mail: [gregbse@brydonlaw.com](mailto:gregbse@brydonlaw.com)

Attorneys for Petitioner

RECEIVED

AUG 28 2020

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD  
AND JAMIE LUNDY, D.D.S.**

MISSOURI DENTAL BOARD

Come now Jamie Lundy, 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,<sup>1</sup> 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, numbered 2015008624 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

<sup>1</sup> All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

EXHIBIT

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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 dentist, License No. 2015008624. Licensee's Missouri license has an expiration date of November 30, 2020. Licensee's license is current and active.

3. On or about January 23, 2019, the Board received a complaint regarding Licensee from Dr. Michael O'Patrick Duffy, D.D.S. Dr. Duffy's complaint stated that Licensee used his (Dr. Duffy's) DEA number to prescribe narcotic medication for Licensee's personal use without consent or authorization.

4. On or about January 28, 2019, the Board referred the complaint to the Central Investigations Unit (CIU). The Board reviewed the investigation report at the Board's October 2019 meeting.

5. The CIU investigation report indicates Licensee wrote a prescription for Norco forging Dr. Duffy's name, and that Licensee acknowledged this in a text to Dr. Duffy four days later, fearing she (Licensee) would lose her job as a result.

6. The CIU investigation report indicates that following an internal investigation by Licensee's employer and admission by Licensee that Licensee acknowledged writing a prescription, Licensee was placed on leave and terminated shortly thereafter from her job at Heartland Dental.

7. The CIU investigation report indicates a review of Dr. Lundy's patient records showed a self-assessment in 2018 and that several prescriptions had been written in Dr. Duffy's name for Norco and Zofran.

8. The CIU investigation report indicates that Licensee's staff members noted behavioral changes with Licensee, and noted the prescriptions written by Licensee on Dr. Duffy's safety paper. Further investigation revealed multiple prescriptions written to members of Licensee's family by Licensee for narcotics.

9. The CIU investigation report indicates a pharmacy audit reflected a history in multiple pharmacies used over the course of 2018 and 2019 for prescriptions for narcotics to Licensee

and members of Licensee's family (12 occasions), and all for high quantities (20-50 tabs). Licensee's records did not indicate that the family members received dental treatment that corresponded with the pharmacy records.

10. The CIU investigation report indicates that Licensee admitted to using her position as an advantage to help with her own medical issues. Licensee referenced the prescription for Norco written under Dr. Duffy's name, and noted her remorse for writing the Norco Rx herself. Licensee also acknowledged poor record keeping with family members, and that her judgement here was clouded.

11. The Board determined that Licensee's actions as described above in paragraphs 3 and 10 constitute a violation for which the Board has authority to discipline Licensee's license.

12. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(1),(6), (13), (15), and (20) 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;

...

(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;

...

(13) Violation of any professional trust or confidence;

...

(15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

...

(20) Being unable to practice as a dentist, specialist or hygienist with reasonable skill and safety to patients by reasons of professional incompetency, or because of illness, drunkenness, excessive use of drugs, narcotics, chemicals, or as a result of any mental or physical condition.

Joint Agreed Disciplinary Order



[REDACTED]

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:

13. The terms of discipline shall include that Licensee's dental license, number 2015008624, be placed on **PROBATION** for a period of five (5) years ("disciplinary period"). [REDACTED]

[REDACTED]

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 Licensee 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 Licensee's 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 Licensee's 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 Licensee's current place of business and residence, the time of Licensee's 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 Licensee's 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.

14. 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.

15. 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.

16. Licensee, together with Licensee's heirs and assigns, and Licensee's 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.


17. 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.

18. 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

  
\_\_\_\_\_  
Jamie Lundy, D.D.S.  
Date 8/10/20

BOARD

  
\_\_\_\_\_  
Brian Barnett,  
Executive Director  
Missouri Dental Board  
Date 8/31/2020

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD  
AND JAMIE LUNDY, D.D.S.  
Case Number DB-23-001-PV**

Come now Jamie Lundy, 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 to practice as a dentist will be subject to further discipline.

Pursuant to the terms of § 536.060, RSMo, the parties hereto waive the right to a hearing before the Board and stipulate and agree that a final disposition of this matter may be effectuated as described herein.

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 hearing before the Board at which time she may also present evidence in mitigation of discipline; and the right to potentially 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.

**Joint Stipulation of Facts and Conclusions of Law**

1. The 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, RSMo.
2. Licensee is licensed by the Board as a dentist, License No. 2015008624. Licensee's

license is current and active and on probation.

3. Jurisdiction and venue are proper before the Board pursuant to § 324.042, RSMo.

4. By Settlement Agreement between the Board and Licensee, effective on or about September 15, 2020, Licensee's license was placed on probation for a period of five years ("Settlement Agreement").

5. Section 324.042, RSMo, states:

Any board, commission, or committee within the division of professional registration may impose additional discipline when it finds after hearing that a licensee, registrant, or permittee has violated any disciplinary terms previously imposed or agreed to pursuant to settlement. The board, commission, or committee may impose as additional discipline any discipline it would be authorized to impose in an initial disciplinary hearing.

6. The parties agree that Licensee has violated the terms of her probation as contained in the Settlement Agreement, and as set forth in the Board's Probation Violation Complaint.

### **Joint Agreed Disciplinary Order**

1. 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 Chapters 332 and 324, RSMo.

2. Licensee's license to practice as a dentist in the State of Missouri, License Number 2015008624, is hereby **VOLUNTARILY SURRENDERED**.

3. The Board will maintain this Settlement Agreement as an open and public record of the Board as required by law. The Board will report this Settlement Agreement to data banks, other appropriate entities and in its newsletter. The original of this document shall be kept

in the Board's file and its contents shall be disclosed to the public upon proper request.

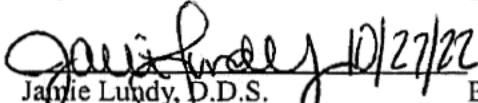
4. The terms of this Settlement Agreement are contractual, legally enforceable and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

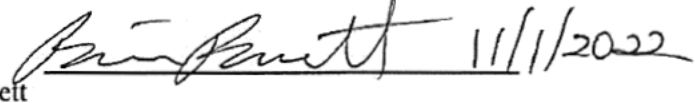
5. Licensee, together with her heirs and assigns and her attorney(s), do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents or attorneys, including any former Board members, employees, agents and attorneys, of, or from, any liability, 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 its settlement. Licensee acknowledges 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 void or unenforceable.

6. This Settlement Agreement shall become effective immediately upon being signed by all parties.

LICENSEE

BOARD

  
Jamie Lundy, D.D.S.  
License No. 2015008624

  
Brian Barnett  
Executive Director