

**BEFORE THE MINNESOTA
BOARD OF DENTISTRY**

In the Matter of
the License of
Walter J. Palmer, D.D.S.
License Number: D10102

**AGREEMENT FOR
CORRECTIVE ACTION**

This agreement is entered into by and between Walter J. Palmer, D.D.S. ("Licensee"), and the Complaint Committee ("Committee") of the Minnesota Board of Dentistry ("Board") pursuant to the Board's authority under Minnesota Statutes section 214.103, subdivision 6(a). This agreement is not disciplinary action. See Minnesota Statutes section 214.103, subdivision 6. However, this agreement is classified as public data pursuant to Minnesota Statutes section 13.41, subdivision 5.

On January 16, 2009, Licensee and his attorney, David M. Aafedt, met with the Committee to discuss the matters set forth in paragraph 1, below. The Committee was comprised of Board members Candace Mensing, D.D.S., and Freeman Rosenblum, D.D.S., and was represented by Assistant Attorney General Daphne A. Lundstrom.

Licensee does not admit the findings below. However, Licensee agrees that, if proven, the findings could provide a factual basis to support a violation of the applicable statutes and rules. Licensee and the Committee hereby agree as follows:

FACTS

1. This agreement is based upon the following facts:

Unprofessional Conduct

- a. From July 1999 to January 2005, Licensee employed patient/employee 1 as a dental receptionist in his dental practice. From September 1999 to June 2004, Licensee also provided patient/employee 1 various dental services such as radiographs, prophylaxis, crowns, root canal therapy, and operative restorations.

- b. On April 26, 2005, patient/employee 1 filed charges of discrimination related to gender/sex and employment against Licensee with the Minnesota Department of

Human Rights ("the Department"). Among her charges, patient/employee 1 alleged that she was subjected to ongoing and unwelcome sexual harassment by Licensee including, but not limited to, verbal comments and physical conduct involving her breasts, buttocks, and genitalia. Additionally, patient/employee 1 alleged that she informed Licensee and her supervisor that she wanted Licensee's behavior to stop, but Licensee failed to cease his harassing conduct. Patient/employee 1 alleged that she believed Licensee terminated her employment in retaliation for reporting the conduct.

c. Licensee was represented by an attorney appointed by his insurance carrier during the proceedings before the Department.

d. At a conciliation conference held on December 15, 2006, Licensee's insurer, Licensee, and patient/employee 1 entered into a Settlement Agreement and Release of Claims (the "Settlement") with the Department.

e. Licensee agreed to the Settlement to conclude the matter quickly and efficiently. Licensee did not admit any wrongdoing, as detailed in paragraph 1 of the Settlement.

f. The terms of the Settlement included, but were not limited to, the following:

1) Licensee's insurer agreed to pay a total of \$127,500 to patient/employee 1 and her attorney on Licensee's behalf;

2) A person or entity approved in advance by the Department will conduct at least three hours of sexual harassment training for Licensee and all employees at River Bluff Dental, P.A.; and

3) Licensee will provide patient/employee 1 with a signed letter of recommendation to show potential employers.

g. Licensee has fulfilled all terms of the Settlement.

h. On April 22, 2008, before the United States District Court, Western District of Wisconsin, State of Wisconsin, Licensee pled guilty to a federal charge of one count for making material false statements regarding a matter within the jurisdiction of the executive

branch of the government of the United States, in violation of 18 U.S.C. section 1001, relating to a bear-hunting incident. On July 15, 2008, the judge sentenced Licensee to one year of probation and to pay a fine in the amount of \$2,938.00.

Substandard Recordkeeping

i. Licensee failed to make or maintain an adequate patient record for patient/employee 1. Namely, Licensee failed to properly document in patient/employee 1's record the following: an updated medical history; a complete record of the existing oral health status including, but not limited to, dental caries, missing or unerupted (impacted) teeth, restorations, oral cancer evaluation, hard/soft tissue examination, and periodontal conditions; diagnoses for all dental treatment; appropriate treatment plans; the patient's informed consent to dental treatment; and all medications used and all materials placed during dental procedures.

j. The Committee finds Licensee's conduct described in paragraphs 1.a. through 1.i. does not comply with Minnesota Statutes section 150A.08, subdivision 1(6) and (13), and Minnesota Rules parts 3100.6200(A) and 3100.9600. Accordingly, the Committee requires and Licensee agrees to the following corrective action, as described below.

CORRECTIVE ACTION

2. Licensee agrees to take the following corrective action:

a. Jurisprudence Examination. Within 90 days of the effective date of this Agreement, Licensee shall take and pass the Minnesota jurisprudence examination with a score of at least 75 percent. Licensee may take the jurisprudence examination within the 90-day period as many times as necessary to attain a score of 75 percent; however, Licensee may take the examination only once each day. Within 10 days of each date Licensee takes the jurisprudence examination, Board staff will notify Licensee in writing of the score attained.

b. Coursework. Licensee shall successfully complete the coursework described below. **All coursework must be approved in advance by the Committee.** Licensee is responsible for locating, registering for, and paying for all coursework taken pursuant to this Agreement. In addition, Licensee shall inform and provide a copy of this Agreement to the

course instructor at the onset of the course. None of the coursework taken pursuant to this Agreement may be used by Licensee to satisfy any of the continuing dental education/ professional development requirements of Minn. R. 3100.5100, subpart 2.

1) Treatment Planning / Recordkeeping. Within nine months of the effective date of this Agreement, Licensee shall personally attend and successfully complete the treatment planning / recordkeeping course entitled "Dental Patient Management: Dental Records and Treatment Planning Fundamentals" offered at the University of Minnesota School of Dentistry, or an equivalent course.

2) Ethics. Within nine months of the effective date of this Agreement, Licensee shall complete an individually designed one-on-one course in ethics offered by Dr. Muriel Bebeau at the University of Minnesota School of Dentistry, or an equivalent course offered by another practitioner. Licensee's signature on this Agreement is authorization for the Committee to communicate with the practitioner before, during, and after Licensee takes the course about his needs, performance, and progress.

c. Written Reports for Coursework. Within 30 days after completing each course listed above, Licensee shall submit to the Committee:

- 1) proof of Licensee's attendance at the course;
- 2) copies of all materials used and/or distributed in the course; and
- 3) specific information addressing how Licensee will incorporate his recently gained knowledge into Licensee's practice. Licensee's reports shall be typewritten in Licensee's own words, double-spaced, at least two pages in length, and shall list references used to prepare the report. Licensee's report shall also include one sample patient record that includes the recordkeeping forms Licensee has begun to use in his practice.

OTHER INFORMATION

3. This agreement shall become effective upon execution by the Board's Executive Director and will remain in effect until the Committee dismisses the complaint.

4. Upon Licensee's satisfactory completion of the corrective action referenced in paragraph 2 above, the Committee agrees to dismiss the complaint(s) concerning the matters referenced in paragraph 1. The Committee shall be the sole judge of satisfactory completion.


5. The Committee and the Board agree that allegations relating to harassment by Licensee of employees disclosed to the Committee by Licensee before the effective date of this agreement will not serve as the basis for future investigation or discipline by the Committee.

6. If Licensee fails to complete the corrective action satisfactorily, or if, after dismissal, the Committee receives additional complaints alleging conduct similar to that referenced in paragraph 1.h. or 1.i., the Committee may, at its discretion, reopen the investigation and proceed according to Minnesota Statutes chapter 150A (the Board's Practice Act) and Minnesota Statutes chapters 214 and 14. Licensee agrees that failure to complete the corrective action satisfactorily is failure to cooperate under Minn. R. 3100.6350 and may subject Licensee to disciplinary action by the Board.

7. Licensee has been represented in this matter by David M. Aafedt, Esq.

8. Licensee hereby acknowledges having read and understood this agreement and having voluntarily entered into it. This agreement contains the entire agreement between the Committee and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this agreement.

LICENSEE


WALTER J. PALMER, D.D.S.

Date: 6-1-09

AG: #2400756-v1

FOR THE COMPLAINT COMMITTEE

By: 
MARSHALL SHRAGG
Executive Director

Date: JUNE 9TH, 2009