

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI  
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS  
AND FRANCO SICURO, MD**

COMES NOW Franco Sicuro, MD ("Licensee") and the Missouri State Board of Registration for the Healing Arts ("the Board"), and enter into this agreement for the purpose of resolving the issue of whether Licensee's physician and surgeon's license is subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to sections 536.060 and 621.045, RSMo.<sup>1</sup>

1. Licensee acknowledges that he understands the various rights and privileges afforded to him by law, including the right to a hearing of the charges; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing; the right to present evidence on his own behalf; the right to a decision based upon the record concerning the charges pending against him; and the right to present evidence in mitigation of discipline at a hearing before the Board. Having been advised of these rights provided to him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights, freely enters into this agreement and agrees to abide by the terms of this document as they pertain to him.
2. Licensee acknowledges that he may, at the time this agreement is effective or within fifteen (15) days thereafter, submit this agreement to the Administrative Hearing Commission to determine whether the facts agreed to by the parties constitute grounds to discipline Licensee's license.
3. Licensee acknowledges that he has been advised of his right to consult legal counsel in this matter.
4. The parties stipulate and agree that the discipline agreed to by the Board and Licensee in the consent order in Part III is based only on the agreement set out in Parts I and II herein. Licensee understands that the Board may take further action against him based on facts or conduct not specifically mentioned in this document that is either presently known to the Board or later discovered.

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<sup>1</sup> All statutory references are to the Revised Statutes of Missouri Cumulative Supplement (2018), unless otherwise stated.

5. Licensee understands and agrees that the Board will maintain this agreement as an open record as required by Chapters 324, 334 and 610, RSMo, and it will report this agreement to the National Practitioner Data Bank ("NPDB") and the Federation of State Medical Boards ("FSMB").

#### I. JOINT STIPULATION OF FACTS

Based upon the foregoing, the Board and Licensee herein jointly stipulate and agree to the following:

6. The Board is an agency of the state of Missouri created and established pursuant to section 334.120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.
7. Licensee is licensed by the Board as a physician and surgeon, license number 112806, which was first issued on June 5, 1997. Licensee's license lapsed on January 31, 2023.
8. On or about November 12, 2022, Licensee entered into a Plea Agreement with the United States of America voluntarily pleading guilty to Count 1 of the Second Superseding Indictment filed June 1, 2022 ("Plea Agreement").
9. On or about March 22, 2023, Licensee plead guilty in the United States District Court, Eastern District of Missouri, in case number 4:20-CR-00568-SEP-DDN, to Count 1 Conspiracy to Commit Offenses against the United States, a felony offense and violation of 18 U.S.C. §§ 371.
10. Licensee's guilty plea was based on an incident that began in or about 2014, and continuing to in or about 2018, wherein Licensee did unlawfully, willfully, and knowingly conspire to defraud the United States, namely, the Centers for Medicare and Medicaid Services.
11. The purpose of the conspiracy was for Licensee, among another, to:
  - a) own and operate clinical laboratories that they knew did not comply with CLIA and other regulations governing clinical laboratories and to conceal the lack of compliance from regulatory agencies and insurers;
  - b) to submit reimbursement claims to health care benefit programs that falsely and fraudulently represented that the laboratories owned by the Licensees had performed the tests and to conceal from the insurers and regulatory agencies that the tests had been performed by reference laboratories; and

- c) to use the payments derived from the fraudulent claims to enrich themselves and to purchase and acquire real and personal property with the proceeds of the conspiracy and fraud scheme.
12. Specifically, Licensee operated medical practices and laboratories, and through them, submitted and caused to be submitted reimbursement claims to health care benefit programs, as these are defined in Title 18, United States Code, Section 24.
  13. In or about 2004, Licensee opened a second group practice, AGM, which provided clinical counseling, psychotherapy, and psychiatric treatment. AGM was eventually located in a building at 10199 Woodfield Lane ("Woodfield Building"), which was owned by the Licensee.
  14. Licensee executed provider agreements on behalf of AGM with RightCHOICE Managed Care, Inc., which included the provision of services to patients covered by Anthem health plans (the "Anthem provider agreement") and with HealthLink; thus, AGM and its practitioners, including the Licensee, were "in-network" providers with Anthem and HealthLink.
  15. Licensee admits that he knew, by reason of willful blindness, that the provider agreements that AGM had with Anthem and HealthLink required AGM and its practitioners, including Licensee, to refer their patient members for lab tests, such as urine toxicology, to in-network providers unless deemed necessary in certain limited, emergency situations.
  16. Licensee admitted in the Plea Agreement that between 2010 and 2015, he completed and signed at least six Medicare enrollment applications as an individual provider or on behalf of his businesses. The Licensee further admitted that the September 13, 2010, application contained Section 14, entitled "Penalties for Falsifying Information," which informed him that he could be criminally prosecuted.
  17. Licensee admitted that the total stipulated loss amount was \$3,883,348.17.
  18. The offense Conspiracy to Commit Offenses Against the United States is a felony offense involving fraud, dishonesty and moral turpitude, and the actions involved, as mentioned above and in the Certified Records, are reasonably related to the qualifications, functions, and duties of a physician and surgeon.

19. The above is cause to discipline Licensee's license pursuant to sections 334.103.1 and 334.100.2(2), RSMo.

## II. JOINT CONCLUSIONS OF LAW

20. Based on Licensee's guilty plea, the Board is required to automatically revoke Licensee's physician and surgeon's license pursuant to section 334.103.1, RSMo, which states:

334.103.1. A license issued under this chapter by the Missouri State Board of Registration for the Healing Arts shall be automatically revoked at such time as the final trial proceedings are concluded whereby a licensee has [...] entered a plea of guilty [...] in a felony criminal prosecution under . . .the laws of the United States of America for any offense reasonably related to the qualifications, functions or duties of their profession, or for any felony offense involving fraud, dishonesty or an act of violence, or for any felony offense involving moral turpitude, whether or not sentence is imposed . . . The license of any such licensee shall be automatically reinstated if the conviction or the revocation is ultimately set aside upon final appeal in any court of competent jurisdiction.

334.100.5 In any order of revocation, the board may provide that the person may not apply for reinstatement of the person's license for a period of time ranging from two to seven years following the date of the order of revocation. All stay orders shall toll this time period.

21. The Board is authorized to hold a hearing pursuant to section 334.102.7(1)(a), RSMo, which states:

334.102.7(1) The board may initiate a hearing before the board for discipline of any licensee's license or certificate upon receipt of one of the following: (a) Certified court records of a finding of guilt or plea of guilty or nolo contendere in a criminal prosecution under the laws of any state or of the United States for any offense involving the qualifications, functions, or duties of any profession licensed or regulated under this chapter, for any offense involving fraud, dishonesty, or an act of violence, or for any offense involving moral turpitude, whether or not sentence is imposed.

22. The Board has cause to impose discipline on Licensee's physician and surgeon's license pursuant to section 334.100.2(2), RSMo, which state:

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

23. Licensee's conduct, as established by the foregoing facts, falls within the intendments of Section 334.102.7 and 334.100.2, RSMo.

24. Cause exists for the Board to take disciplinary action against Licensee's license under section 334.103.1 and 334.100.2(2), RSMo.

**III. CONSENT ORDER ON DISCIPLINE**

Based on 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 sections 536.060 and 621.110, RSMo. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

25. The physician and surgeon's license issued by the Board to Licensee, number 112806, is hereby VOLUNTARILY SURRENDERED.

26. Within thirty (30) days of the effective date of this agreement, Licensee shall return his pocket card and license to the Board.

27. If Licensee is licensed in other jurisdictions, he shall forward written notice of this disciplinary action to the medical licensing authorities of those jurisdictions within thirty (30) days of the effective date of this agreement. Licensee shall submit a copy of the written notice to the Board contemporaneously with sending it to the relevant licensing authority. If Licensee is not licensed in other jurisdictions, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.

28. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to all employers, hospitals, nursing homes, out-patient centers, clinics, and any other facility where Licensee practices or has privileges. 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. If Licensee does not have an employer, staff privileges or practice at any facility, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.

29. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to any allied health care professionals supervised by Licensee. 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. If Licensee does not supervise any allied health professionals, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.
30. For purposes of this agreement and unless otherwise specified herein, all reports, documentation, evaluations, notices, or other materials Licensee is required to submit to the Board in this agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Enforcement, P.O. Box 4, Jefferson City, Missouri 65102.
31. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document, either currently known to the Board or later discovered.
32. Licensee hereby waives and releases the Board, its 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 section 536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

LICENSEE

BOARD

Francisco Sicuro  
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Francisco Sicuro, MD  
Licensee

Date

James Leggett 10/21/24  
\_\_\_\_\_  
James Leggett  
Executive Director

Date

\_\_\_\_\_  
Attorney for Licensee  
Missouri Bar No. \_\_\_\_\_

Date

Adam G. Grayson 10/17/24  
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Adam G. Grayson  
Attorney for the Board  
Missouri Bar No. 61976

Date

EFFECTIVE THIS 21<sup>st</sup> DAY OF OCTOBER, 2024.