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**7/18/2012
Board Meeting**

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STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Complainant,

Vs.

VINCENT G. COLOSIMO, DMD

Respondent.

Case No. 10-02031

STIPULATION AND VOLUNTARY
SURRENDER

IT IS HEREBY STIPULATED AND AGREED by and between VINCENT G. COLOSIMO, DMD, (hereinafter "Respondent"), by and through his counsel, DOMINIC P. GENTILE, ESQ., and THE NEVADA STATE BOARD OF DENTAL EXAMINERS hereinafter "Board") by and through DISCIPLINARY SCREENING OFFICER BRADLEY ROBERTS, DDS, and the Board's legal counsel JOHN A. HUNT, ESQ., of the law firm of FOX ROTHSCHILD, LLP as follows:

1. On March 23, 2010, Respondent reported to the Board, a category B felony plea in the State of Pennsylvania to a charge of conspiracy to traffic a controlled substance.
2. On May 7, 2010, Deputy Director of the Board, Debra Shaffer notified Respondent that the Board had authorized an investigative complaint to determine whether Respondent had violated the provisions of NRS 631.3475.
3. On July 2, 2010, United States District Court Judge Joy Flowers Conti adjudicated Respondent guilty of, a category B felony, 21 USC Section 846, conspiracy to distribute and possess with the intent to distribute more than 3.5 kilograms but less than 5

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1 kilograms of cocaine. Respondent was sentenced to serve 36 months, with a recommendation
 2 from the prosecutor for the Residential Drug abuse Program ("RDAP"), if respondent volunteers.
 3 The Court further recommended access to continuing education concerning dentistry, and that
 4 Respondent be allowed to perform dental hygienic work if possible while serving his sentence.

5 4. Based upon the limited investigation conducted to date, Disciplinary Screening
 6 Officer, Bradley Roberts, DDS, applying the administrative burden of proof of substantial
 7 evidence as set forth in *Stat, Emp, Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497,
 8 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339
 9 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose,
 10 including any other subsequent civil action, finds there is substantial evidence that Respondent's
 11 category B felony conviction of conspiracy to distribute and possess with the intent to distribute
 more than 3.5 kilograms but less than 5 kilograms cocaine was in violation of NRS 631.3475(7).

12 5. Applying the administrative burden of proof of substantial evidence as set forth in
 13 *Stat, Emp, Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see
 14 *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS
 15 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose, including
 16 any subsequent civil action, that Respondent's category B felony conviction of conspiracy to
 17 distribute and possess with the intent to distribute more than 3.5 kilograms but less than 5
 kilograms of cocaine was in violation of NRS 631.3475(7).

18 6. Based upon the limited investigation conducted to date, Disciplinary Screening
 19 Officer, Bradley Roberts, DDS, applying the administrative burden of proof of substantial
 20 evidence as set forth in *Stat, Emp, Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497,
 21 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339
 22 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose,
 23 including any other subsequent civil action, finds there is substantial evidence that Respondent's
 24 addiction to cocaine is in violation of NRS 631.3475(6).

25 7. Applying the administrative burden of proof of substantial evidence as set forth in
 26 *Stat, Emp, Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see

28
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 Las Vegas, Nevada 89169

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1 *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS
 2 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose, including
 3 any subsequent civil action, that Respondent's addiction to cocaine is in violation of NRS
 4 631.3475(6).

5 8. Based upon the limited investigation conducted to date, Disciplinary Screening
 6 Officer, Bradley Roberts, DDS, applying the administrative burden of proof of substantial
 7 evidence as set forth in *Stat, Emp, Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497,
 8 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339
 9 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose,
 10 including any other subsequent civil action, finds there is substantial evidence that Respondent
 11 willfully made an applications for license renewal wherein Respondent made material sworn
 12 false statements that he was free from chemical substances that would have impaired his ability
 13 to perform as a licensee pursuant to NRS and NAC Chapters 631 in violation of NRS
 14 631.395(7).

15 9. Applying the administrative burden of proof of substantial evidence as set forth in
 16 *Stat, Emp, Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see
 17 *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS
 18 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose, including
 19 any subsequent civil action that Respondent willfully made applications for license renewal
 20 wherein Respondent made material sworn false statements that he was free from chemical
 21 substances that would have impaired his ability to perform as a licensee pursuant to NRS and
 22 NAC Chapters 631 in violation of NRS 631.395(7).

23 10. Based upon the limited investigation conducted to date, the preliminary findings
 24 of the Disciplinary Screening Officer, Dr. Bradley Roberts, DDS and the admissions contained in
 25 Paragraph 5, 7 & 9 the parties have agreed to resolve the investigation pursuant to the following
 26 disciplinary terms and conditions:

27 A. Pursuant to NRS 631.350(1) (b) Respondent's agrees his license to
 28 practice dentistry in the State of Nevada shall be voluntarily surrendered pursuant to the

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 Suite 500
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1 following terms and conditions:
2

3 (i) Pursuant to NAC 631.160, Respondent absolutely and irrevocably
4 voluntarily agrees to surrender his license to practice dentistry in
5 the State of Nevada. Further upon execution of this *Stipulation*
6 *and Voluntary Surrender of License* ("Stipulation") by
7 Respondent, Respondent shall deliver to the Board the certificate
8 of registration previously issued to him. In the event the Board
9 does not adopt this Stipulation, the certificate of registration shall
10 be returned to Respondent.

11
12
13 (ii) Respondent two years after the date of release from Federal Prison
14 may petition the Board to determine whether Respondent is
15 eligible to submit a license application by examination pursuant to
16 NRS 631.240. In addition to complying with all of the provisions
17 contained in NRS 631 and NAC 631 to determine eligibility for
18 licensure by examination Respondent must also complete the
19 following:

20 (a) Reimburse the Board all costs, including
21 investigative and attorney's fees, incurred by Board in
22 connection with the above-captioned matter. See NRS
23 622.400. The Board's staff is directed to tally the costs and
24 fees and to advise Respondent of the total amount due for
25 such costs and fees.

26 (b) Pursuant to N.R.S. § 631.350(1)(c), Respondent
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shall pay a fine to the Board of FIVE THOUSAND and
XX/100 DOLLARS (\$5,000.00).

(c) Pursuant to N.R.S. § 631.350(1)(l) Respondent shall
reimburse any and all patients monies owed them,
including but not necessarily limited to, those patients who
have pre-paid for services to be rendered by Respondent
but that said services have not been performed/provided.

(d) Respondent shall physically deliver to the Board
offices his certificate of licensure.

(e) Respondent shall have provided his patients their
respective dental records and other file documents as either
earlier requested or upon request.

(f) Respondent agrees to surrender his License No.
XXXXXX with the United States Department of Justice,
D.E.A. for Class II, Class IIN, Class III, Class IIN, Class
IV, and Class V for controlled substances and during
imposed federal probationary period.

(g) Respondent agrees to surrender his License No.
CSXXXXXX with the Nevada State Board of Pharmacy for
Class II, Class IIN, Class III, Class IIN, Class IV, and
Class V controlled substances and during imposed federal
probationary period.

(e) Respondent's petition shall include, but not limited
to documentation verifying Respondent has completed a
drug rehabilitation program and mental evaluation by a

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licensed physician. Respondent further agrees whether the drug rehabilitation program is acceptable for eligibility for examination will be left to the sole discretion of the Board at the time the Respondent petitions the Board.

(f) Respondent agrees he shall submit to the Board any and all documentation regarding the terms of his probation entered into the Federal Court Case Number CR 10-1301. Respondent will also inform and provide a copy of this Stipulation to his Federal parole officer. Respondent shall also execute any documents necessary to authorize his Federal parole officer to forward copies of any reports and results regarding Respondent's compliance or non-compliance during his term of Federal probation including but not limited to any and all test results of bodily fluids (hair, blood and urine) to detect the presence of illegal or non prescribed controlled substances.

CONSENT

11. Respondent has read all of the provisions contained in this Stipulation Agreement and agrees with them in their entirety.

12. Respondent is aware by entering into this Stipulation Agreement he is waiving certain valuable due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and NAC 233B.

13. Respondent expressly waives any right to challenge the Board for bias in deciding whether or not to adopt this Stipulation Agreement in the event this matter was to proceed to a full Board hearing.

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1 14. Respondent and the Board agree any statements and/or documentation made or
 2 considered by the Board during any properly noticed open meeting to determine whether to
 3 adopt or reject this Stipulation Agreement are privileged settlement negotiations and therefore
 4 such statements or documentation may not be used in any subsequent Board hearing or judicial
 5 review, whether or not judicial review is sought in either the State or Federal District Court.

6 15. Respondent has reviewed the Stipulation with his attorney, Dominic P. Gentile,
 7 Esq., who has explained each and every provision contained in this Stipulation to the
 8 Respondent.

9 16. Respondent acknowledges he is consenting to this Stipulation Agreement
 10 voluntarily, without coercion or duress and in the exercise of his own free will.

11 17. Respondent acknowledges no other promises in reference to the provisions
 12 contained in this Stipulation Agreement have been made by any agent, employee, counsel or any
 13 person affiliated with the Nevada State Board of Dental Examiners.

14 18. Respondent acknowledges the provisions in this Stipulation Agreement contain
 15 the entire agreement between Respondent and the Board and the provisions of this Stipulation
 16 can only be modified, in writing, with Board approval.

17 19. Respondent agrees in the event the Board adopts this Stipulation Agreement he
 18 hereby waives any and all rights to seek judicial review or otherwise to challenge or contest the
 19 validity of the provisions contained in the Stipulation.

20 20. Respondent and the Board agree none of the parties shall be deemed the drafter of
 21 this Stipulation Agreement. In the event this Stipulation Agreement is construed by a court of
 22 law or equity, such court shall not construe this Stipulation Agreement or any provision hereof
 23 against any party as the drafter of the Stipulation Agreement. The parties hereby acknowledge all
 24 parties have contributed substantially and materially to the preparation of this Stipulation
 25 Agreement.

26 21. Respondent specifically acknowledges by his signature herein and by his initials
 27 at the bottom of each page of this Stipulation Agreement, he has read and understands its terms
 28 and acknowledges he has signed and initialed of his own free will and without undue influence,

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For Reference Only
3400 Broadway Highway
Suite 300
Las Vegas, NV 89102

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1 coercion, duress, or intimidation.

2 22. Respondent acknowledges in consideration of execution of this adopted
3 Stipulation Agreement, Respondent hereby releases, remises, and forever discharges the State of
4 Nevada, the Board, and each of their members, agents, and employees in their individual and
5 representative capacities, from any and all manner of actions, causes of action, suits, debts,
6 judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity,
7 that Respondent ever had, now has, may have, or claim to have against any or all of the persons
8 or entities named in this section, arising out the Respondent's voluntary surrender of his license
9 to practice dentistry in the State of Nevada.

10 23. Respondent acknowledges in the event the Board adopts this Stipulation
11 Agreement, this Stipulation may be considered in any future Board proceeding(s) or judicial
12 review, whether such judicial review is preformed by either the State or Federal District Court(s).

13 24. This Stipulation Agreement will be considered by the Board in an open meeting.
14 It is understood and stipulated the Board is free to accept or reject the Stipulation Agreement
15 and, if the Stipulation Agreement is rejected by the Board, further disciplinary action may be
16 implemented. This Stipulation Agreement will only become effective when the Board has
17 approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such
18 adoption shall be considered a final disposition of a contested case and will become a public
19 record and be reported to the National Practitioners Data Bank.

19 Dated: February 10, 2011

20 
21 BRADLEY ROBERTS, DDS, DSO
22 Disciplinary Screening Officer

Dated: February 10, 2011

23 
24 JOHN A. HUNT, ESQ.
25 Fox Rothschild, LLP
26 Board Counsel

23 Dated: February 10, 2011

24 VINCENT G. COLOSIMO, DMD
25 Respondent

Dated: February 10, 2011

26 
27 DOMINIC P. GENTILE, ESQ.
28 Attorney for Respondent

1 coercion, duress, or intimidation.

2 22. Respondent acknowledges in consideration of execution of this adopted
3 Stipulation Agreement. Respondent hereby releases, remises, and forever discharges the State of
4 Nevada, the Board, and each of their members, agents, and employees in their individual and
5 representative capacities, from any and all manner of actions, causes of action, suits, debts,
6 judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity,
7 that Respondent ever had, now has, may have, or claim to have against any or all of the persons
8 or entities named in this section, arising out the Respondent's voluntary surrender of his license
9 to practice dentistry in the State of Nevada.

10 23. Respondent acknowledges in the event the Board adopts this Stipulation
11 Agreement, this Stipulation may be considered in any future Board proceeding(s) or judicial
12 review, whether such judicial review is performed by either the State or Federal District Court(s).

13 24. This Stipulation Agreement will be considered by the Board in an open meeting.
14 It is understood and stipulated the Board is free to accept or reject the Stipulation Agreement
15 and, if the Stipulation Agreement is rejected by the Board, further disciplinary action may be
16 implemented. This Stipulation Agreement will only become effective when the Board has
17 approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such
18 adoption shall be considered a final disposition of a contested case and will become a public
19 record and be reported to the National Practitioners Data Bank.

19 Dated: February __, 2011

Dated: February __, 2011

20
21 **BRADLEY ROBERTS, DDS, DSO**
22 Disciplinary Screening Officer

JOHN A. HUNT, ESQ.
Fox Rothschild, LLP
Board Counsel

23 Dated: February 10, 2011

Dated: February __, 2011

24 *Vincent G. Colosimo*
25 **VINCENT G. COLOSIMO, DMD**
26 Respondent

DOMINIC P. GENTILE, ESQ.
Attorney for Respondent

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Fox Rothschild LLP
2000 Hill Street, Suite 2000
Reno, NV 89501
Lic. No. 000000000000000000

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The foregoing Stipulation was
Approved X Disapproved _____
by a vote of the Nevada State Board of Dental Examiners at a properly noticed meeting.
DATED this 11th day of FEBRUARY, 2011.

NEVADA STATE BOARD OF DENTAL EXAMINERS

WILLIAM G. PAPPAS, DDS, PRESIDENT
President

For: Harbach III LLP
3500 Howard Hughes Parkway
Suite 500
Las Vegas, Nevada 89169

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Nevada State Board of Dental Examiners
Profit Loss Budget vs. Actual
July 2011 through June 2012 (FY13)

DRAFT

	<u>Jul '11 - Jun 12</u>	<u>Budget FY12</u>	<u>Budget FY13 (Draft)</u>
Ordinary Income/Expense			
Income			
• DENTIST LICENSES & FEES	\$ 616,759.10	\$ 719,475.00	\$ 684,275.00
• DENTAL HYGIENE LICENSES & FEES	\$ 209,345.60	\$ 242,050.00	\$ 244,175.00
• OTHER LICENSES & FEES	\$ 39,341.20	\$ 105,470.00	\$ 55,300.00
• Other Income	\$ 4,491.09	\$ 2,500.00	\$ 2,500.00
Total Income	\$ 869,936.99	\$ 1,069,495.00	\$ 986,250.00
Expense			
• Office Expenses	\$ 123,487.94	\$ 172,350.00	\$ 156,700.00
• Exam Expenses	\$ 4,934.02	\$ 25,600.00	\$ 5,300.00
• Personnel Services: Wages/Benefits	\$ 424,394.33	\$ 521,375.00	\$ 501,100.00
• Rent/Lease Expense	\$ 52,096.78	\$ 98,400.00	\$ 81,500.00
• Professional Fees	\$ 381,650.55	\$ 332,600.00	\$ 400,000.00
• Travel	\$ 60,519.77	\$ 78,500.00	\$ 76,500.00
Total Expense	\$ 1,047,083.39	\$ 1,228,825.00	\$ 1,221,100.00
Net Income	\$ (177,146.40)	\$ (159,330.00)	\$ (234,850.00)