

NEVADA STATE BOARD
of
DENTAL EXAMINERS



BOARD TELEPHONE
CONFERENCE

JUNE 01, 2017

PUBLIC BOOK

****PLEASE DO NOT REMOVE BOOK FROM OFFICE****

Debra Shaffer

From: Dr. erika Smith [REDACTED]
Sent: Tuesday, May 23, 2017 12:12 PM
To: Debra Shaffer
Subject: Request for extension

Dear Nevada Dental Board,

I am requesting an extension of the monies owed for the amount of \$1660 for 60 days.

Thank you in advance.

Sent from my iPhone

NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF)
DENTAL EXAMINERS,)
) CASE NO: 74127-02832
Complainant)
)
vs.)
) ORDER OF REINSTATEMENT
Erika J Smith, DDS)
)
Respondent,)
)
)
_____)

On July 18, 2016, the Nevada State Board of Dental Examiners issued an Order of Suspension for the failure to comply with the terms and conditions of the stipulation agreement and amended stipulation agreement dated September 18, 2015 and November 20, 2016. Pursuant to Paragraph 9(E) of the Corrective Action Non Disciplinary Stipulation Agreement you agreed to reimburse the investigation costs and attorney fees to the Board in the amount of \$6,642.00. On November 20, 2015, at your request, the Board amended the original stipulation agreement dated September 18, 2015 for the sole purpose as to provide Dr Smith the ability to make monthly installment payments in the amount of \$830.25 until the \$6,642.00 is satisfied.

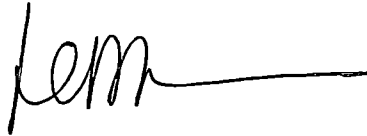
On December 1, 2016, at a properly notice meeting Dr Smith requested the Board reinstate her dental license to active status upon the submission of the \$300.00 reinstatement fee pursuant to NRS 631.345 and in addition Dr Smith agreed within six (6) months from the date of the reinstatement of her dental license that Dr Smith shall pay the remaining balance in the amount of \$1,660.50 which is due on or before June 1, 2017. Further, Dr Smith was advised and understood her dental practice shall be monitored for the tolled period of inactive practice of One Hundred Thirty Five (135) days. Dr Smith's monitoring period which includes, but is not limited to, the submission of daily logs by the 5th day of each month to the Board office for patients who receive scaling and root planing and crowns. The tolled period is from December 1, 2016 to April 14, 2017.

Therefore, effective December 1, 2016, Dr Smith's license to practice dentistry in the State of Nevada is hereby reinstated to active status and pursuant to the terms and conditions of the corrective Action Non Disciplinary Stipulation Agreement dated September 18, 2015.

DATED this 1st day of December, 2016

NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE SEAL

A handwritten signature in black ink, appearing to read 'Debra', followed by a long horizontal line extending to the right.

Debra Shaffer-Kugel, Executive Director

BEFORE THE NEVADA STATE BOARD OF DENTAL EXAMINERS

Nevada State Board of Dental Examiners)
Complainant)
vs)
Erika J Smith, DDS)
Respondent)

ORDER OF SUSPENSION

74127-02832

On September 18, 2015, at a properly notice meeting of the Nevada State Board of Dental Examiners, the Corrective Action Non Disciplinary Stipulation Agreement you entered into with the Board was adopted. Pursuant to Paragraph 9(E) you agreed to reimburse the Board for costs associated with the investigation and monitoring in the amount of \$6,642.00 within ninety (90) days from the adoption of said agreement.

On November 20, 2015, noticed as Agenda Item 5(e), you requested the Board consider to amend the Corrective Action Non Disciplinary Stipulation Agreement as it relates to the reimbursed investigation and monitoring costs only to be paid in a monthly installment payment plan.

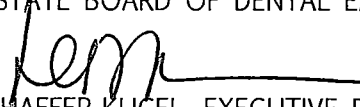
On November 20, 2015, the Board granted the amendment to the Corrective Action Non Disciplinary Stipulation Agreement only as it relates to the monthly payments due on the 1st day of each consecutive month in the amount of \$830.25 until total amount is paid in full.

On July 1, 2016, you failed to submit the July 2016 monthly installment payment to the Board in the amount of \$830.25.

Therefore, effective immediately and without any further action by the Board your license to practice dentistry is hereby SUSPENDED pursuant to Paragraph 9(I). You shall cease and desist from practicing dentistry in the State of Nevada. Should you practice dentistry in the State of Nevada during the suspension period, such actions would be deemed as the illegal practice of dentistry as set forth by NRS 631.395 and punishable criminally to the provisions of NRS 631.400.

DATED this 18th day of July, 2016

NEVADA STATE BOARD OF DENTAL EXAMINERS



DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR

NEVADA STATE SEAL

BEFORE THE NEVADA STATE BOARD OF DENTAL EXAMINERS

IN REGARDS TO THE MATTER OF:)
)
Request from Erika Smith, DDS to Amend)
Paragraph 9(E) of the Corrective Action)
Non Disciplinary Stipulation Agreement)
Approved by the Board on September)
18, 2015 regarding reimbursement of)
Investigation costs and a request for)
Installment payments)
)

Case Number: 74127-02832

On November 20, 2015 pursuant to agenda item 5(e) at a properly noticed meeting held at the Nevada State Board of Dental Examiners (“Board”) office located at 6010 S Rainbow Boulevard, Suite A-1, Las Vegas, Nevada 89118 the “Board” consider the following.

BOARD MEMBER PARTICIPATION:

Dr. Jade A Miller	Present
Dr. Gregory Pisani	Excused
Dr. Jason Champagne	Present
Dr. Timothy Pinther	Present
Dr. James G Kinard	Present
Dr. Ali Shahrestani	Present
Dr. Byron Blasco	Present
Ms. Caryn Solie	Present
Mrs. Leslea Villigan	Present
Mrs. Theresa Guillen	Present
Mrs. Lisa Wark	Excused

I.
BACKGROUND

- 1). On September 18, 2015, Erika Smith, DDS entered into a Corrective Action Non Disciplinary Stipulation Agreement which was approved by the Board.
- 2). Pursuant to Paragraph 9(E), Dr Smith agreed to reimburse the Board in the amount of Six Thousand Six Hundred Forty Two (\$6,642.00) Dollars within ninety (90) days from the adoption of the agreement.
- 3). On November 20, 2015, noticed as Agenda Item 5(e), the Board considered the request of Erika Smith, DDS to amend the Corrective Action Non Disciplinary Stipulation Agreement with the Board regarding the reimbursement of investigation costs and accept an installment payment plan.

II.
DISCUSSION

Board Counsel advised the Board Dr Smith is requesting to amend Paragraph 9(E) of the corrective action non disciplinary stipulation agreement regarding reimbursement of investigation costs. Dr Smith is requesting an installment payment plan. Board Counsel advised the Board Members Dr Smith has reimbursed the patients identified in the corrective action non disciplinary stipulation and is currently in compliance.

III.
CONCLUSION

After considering and discussing public comment pursuant to the authority set forth in NRS 631.190 and NRS 233B.120, a motion was made by Board Member Blasco that the Board grant Dr Smith's request to amend Paragraph 9(E) and implement an installment payment plan with the first payment in the amount of \$830.25 due on or before **January 1, 2016** and on the first day of each consecutive month thereafter deliver payment to the Board in the amount of \$830.25. Listed is the following payment schedule:

January 1, 2016	\$830.25
February 1, 2016	\$830.25
March 1, 2016	\$830.25
April 1, 2016	\$830.25
May 1, 2016	\$830.25
June 1, 2016	\$830.25
July 1, 2016	\$830.25
August 1, 2016	\$830.25
September 1, 2016	\$830.25

The motion was seconded by Board Member Guillen. No discussion:

III

Dr. Pinther called for the motion:

Dr. Jade A Miller	yes
Dr. Gregory Pisani	excused
Dr. Jason Champagne	yes
Dr. Timothy Pinther	yes
Dr. James G Kinard	yes
Dr. Ali Shahrestani	yes
Dr. Byron Blasco	yes
Ms. Caryn Solie	yes
Mrs. Leslea Villigan	yes
Mrs. Theresa Guillen	yes
Mrs. Lisa Wark	excused

The motion was passed unanimously that the Board grant Dr Smith's request to amend Paragraph 9(E) and implement an installment payment plan. All other provisions of the corrective action non disciplinary stipulation agreement dated September 18, 2015 shall remain in full force and effect.



TIMOTHY PINTHER, DDS, PRESIDENT
Nevada State Board of Dental Examiners

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 74127-02832

Complainant,

vs.

ERIKA J. SMITH, DDS,

Respondent.

**CORRECTIVE ACTION
NON-DISCIPLINARY
STIPULATION AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED by and between ERIKA J. SMITH, DDS ("Respondent" or "Dr. Smith"), by and through her attorney, BERNA L. RHODES-FORD, ESQ. of the law firm RHODES-FORD & ASSOCIATES, P.C., the NEVADA STATE BOARD OF DENTAL EXAMINERS (the "Board"), by and through BRADLEY ROBERTS, DDS, Disciplinary Screening Officer ("DSO"), and the Board's legal counsel, JOHN A. HUNT, ESQ., of the law firm MORRIS, POLICH & PURDY, LLP as follows via this *Corrective Action Non-Disciplinary Stipulation Agreement* ("Stipulation Agreement" or "Stipulation"):

JULY 18, 2012, CORRECTIVE ACTION STIPULATION AGREEMENT

1. On May 11, 2012, Respondent entered into a *Corrective Action Stipulation Agreement* with the Board in case no. 11-02285 which was approved by the Board on July 18, 2012, which, in pertinent part, provides:

1. On June 6, 2011, the Board notified Respondent of a verified complaint received from Sunshine Flores on behalf of Minor, Shawn Wainwright. On June 20, 2011, the Board received an answer to the complaint filed on behalf of the Respondent by Andras F. Babero, Esq.

2. Based upon the limited investigation conducted to date, Disciplinary Screening Officer, Bradley Roberts, DDS, applying the administrative burden of proof of substantial evidence as set forth in State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729

ED

Respondent's initials

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Respondent's attorney's initials

1 P.2d 497, 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060,
2 881 P. 2d 1339 (1994), see also NRS 233B.135(3)(e), but not for any other purpose,
3 including any other subsequent civil action, finds there is substantial evidence that
4 Respondent failed to maintain proper records of pediatric patient Shawn Wainwright in
5 violation of NAC 631.230(1)(c).

6 3. Applying the administrative burden of proof of substantial evidence as set forth
7 in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986);
8 and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339 (1994),
9 see also NRS 233B.135(3)(e), Respondent without admitting to the opinion of the
10 Disciplinary Screening Officer contained in paragraph 2, acknowledges for settlement
11 purposes only, if this matter were to proceed to a full board hearing, substantial evidence
12 exists that Respondent failed to maintain proper records of pediatric patient Shawn
13 Wainwright in violation of NAC 631.230(1)(c).

14 Id., at 1:20 to 2:12 (emphasis in original).

15 PATIENT, SHERRY WEST

16 2. Via a *Notice of Complaint & Request for Records* dated September 9, 2014, the Board
17 notified Respondent of a verified complaint received from Sherry West. Via letter dated
18 September 20, 201[4], Respondent's attorney was advised that his request for an extension to file
19 an answer to Ms. West's verified complaint was granted to and including October 10, 2014. On
20 October 10, 2014, the Board received a written response (w/enclosures) dated October 10, 2014,
21 from Respondent's attorney in response to Ms. West's verified complaint, a copy of which was
22 provided to Ms. West on October 22, 2014. On November 13, 2014, the Board received dental
23 records from Dr. Steven DeLisle regarding Ms. West, pursuant to the DSO's request, copies of
24 which were provided to Ms. West and Respondent on November 14, 2014. On or about
25 November 25, 2014, the Board received a copy of the daily schedules from Dr. Smith for the
26 period April 1, 2014, to May 30, 2014, pursuant to the DSO's request, copies of which were
27 provided to Respondent and her attorney.

28 3. Based upon the limited investigation conducted to date, DSO, Bradley Roberts, DDS,
believes for this matter and not for any other purpose, including any subsequent civil action,
Respondent violated NAC 631.230(1)(c) with respect to treatment rendered to patient, Sherry

1 West:

2
3 A. Respondent's delivery of four (4) quadrants of scaling and root planing was
4 unacceptable. Respondent completed (4) quadrants of scaling and root planing in just
5 over one (1) hour. Respondent's daily schedule indicates the patient was only scheduled
6 for one (1) hour to complete four (4) quadrants of scaling and root planning.
7 Respondent's daily schedule also indicates Respondent scheduled several other
8 procedures immediately after treating this patient.

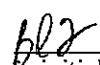
9
10 B. Respondent prepared Teeth #7, 8, 9, and 10 for porcelain fused to metal crowns
11 during a scheduled one (1) hour appointment. At the end on the one (1) hour appointment
12 Respondent commenced treatment on the next patient. At the next (1) hour appointment
13 Respondent permanently cemented crowns on Teeth # 7, 8, 9, and 10. The next day the
14 crown for tooth #10 came loose while the patient was eating and the crown was
15 swallowed. Respondent took a new impression to replace the swallowed crown for tooth
16 #10 and while doing so the other three (3) permanently cemented crowns detached in the
17 impression for the new crown for tooth #10. Those three (3) crowns, Teeth #7, 8, and 9
18 were again cemented permanently by Respondent. Respondent refused to deliver the
19 replacement crown for Tooth #10 because Respondent wanted payment prior to
20 completing treatment. Respondent's crowns placed on Teeth #7, 8, and 9 were ill-fitting
21 due to open and short margins as observed by the DSO and recorded in the notes of the
22 subsequent treating dentist.

23
24
25 PATIENT, TIMOTHY CARLO

26 4. Via a *Notice of Complaint & Request for Records* dated May 5, 2014, the Board notified
27 Respondent of a verified complaint received from Timothy Carlo. On June 17, 2014, the Board
28 sent Respondent a letter regarding not having received a response regarding Mr. Carlo's verified
complaint. On July 18, 2014, the Board received a written response (w/enclosures) dated July 17,
2014, from Respondent's attorney in response to Mr. Carlo's verified complaint, a copy of which
was provided to Mr. Carlo on August 11, 2014. On November 21, 2014, the Board received
Respondent's account ledgers and EOBs regarding Mr. Carlo, pursuant to the DSO's request,
copies of which were provided to Mr. Carlo, Respondent, and Respondent's attorney on
November 25, 2014. On or February 20, 2015, the Board received dental records regarding Mr.
Carlo from Dr. Arin Louisignont, pursuant to the DSO's request, copies of which were provided
to Mr. Carlo, Respondent, and Respondent's attorney on February 25, 2015. On or February 23,

28


Respondent's initials


Respondent's attorney's initials

1 2015, the Board received dental records regarding Mr. Carlo from Dr. David Fife, pursuant to the
2 DSO's request, copies of which were provided to Mr. Carlo, Respondent, and Respondent's
3 attorney on February 25, 2015.
4

5 5. Based upon the limited investigation conducted to date, DSO, Bradley Roberts, DDS,
6 believes for this matter and not for any other purpose, including any subsequent civil action,
7 Respondent violated NAC 631.230(1)(c) with respect to treatment rendered to patient, Timothy
8 Carlo:

9 A. Respondent's build-ups performed on Teeth #13, 14 and 18 were unacceptable.
10 Respondent left decay under the buildups performed on Teeth #13, 14 and 18. The
11 remaining decay is noted by the subsequent treating dentist.

12 B. Respondent's failed to take periapical radiographs of the teeth that were prepared.
13 Without such radiographs, Respondent could not know if the teeth in question had any
14 periapical pathology that would indicate the need for endodontic therapy.

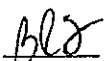
15 C. After placing temporary crowns on Teeth #13 and 14 the patient complained of
16 discomfort and sensitivity. Despite knowing of the patient's complaint, Respondent
17 failed to take periapical radiographs to determine if Teeth #13, and 14 may require
18 endodontic treatment.

19 PATIENT, TIMOTHY WIGCHERS

20 6. Via a *Notice of Complaint & Request for Records* dated October 10, 2014, the Board
21 notified Respondent of a verified complaint received from Timothy Wigchers. Via letter dated
22 October 23, 2014, Respondent's attorney was advised that his request for an extension to file an
23 answer to Mr. Wigchers' verified complaint was granted to and including November 7, 2014. On
24 November 14, 2014, the Board received a written response (w/enclosures) dated November 14,
25 2014, from Respondent's attorney in response to Mr. Wigchers' verified complaint, a copy of
26 which was provided to Mr. Wigchers on December 2, 2014. On or February 19, 2015, the Board
27 received dental records regarding Mr. Wigchers from Dr. Kevin Deuk, pursuant to the DSO's
28 request, copies of which were provided to Mr. Wigchers, Respondent, and Respondent's attorney
on February 25, 2015.



Respondent's initials



Respondent's attorney's initials

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7. Based upon the limited investigation conducted to date, DSO, Bradley Roberts, DDS, believes for this matter and not for any other purpose, including any subsequent civil action, Respondent violated NAC 631.230(1)(c) with respect to treatment rendered to patient, Timothy Wigchers:

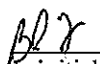
- A. Respondent failure to complete treatment because of the patient's financial inability was unacceptable.
- B. Respondent record keeping for this patient was unacceptable. The patient's record indicates charges for crowns already completed. The patient's record reflect charges for treatment on dates when the patient was not even in the office. The patient's records failed to indicate the payments made by the patient. Respondent's records for this patient do not memorialize any of the conversations with patient regarding insurance problems.

8. Respondent, without admitting to the opinions of the DSO, Bradley Roberts, DDS, contained in **Paragraph 3** (re: Patient, Sherry West), **Paragraph 5** (re: Patient Timothy Carlo), **Paragraph 7** (re: Patient, Timothy Wigchers) acknowledges for this matter and not for any other purpose, including any subsequent civil action, if this matter were to proceed to a full board hearing, a sufficient quantity and/or quality of evidence could be proffered sufficient to meet a preponderance of the evidence standard of proof demonstrating Respondent violated the regulatory provisions noted above in **Paragraph 3** (re: Patient, Sherry West), **Paragraph 5** (re: Patient Timothy Carlo), and **Paragraph 7** (re: Patient, Timothy Wigchers).

9. Based upon the limited investigation conducted to date, the findings of the Disciplinary Screening Officer, and the acknowledgements by Respondent contained in **Paragraph 8** above, the parties have agreed to resolve the pending investigations pursuant to the following non-disciplinary corrective terms and conditions:

- A. Respondent's dental practice shall be monitored for a period of twelve (12) months from the adoption of this Stipulation ("monitoring period"). During the monitoring period, Respondent shall allow either the Executive Director of the Board and/or the agent appointed by the Executive Director of the Board to inspect Respondent's records during


Respondent's initials


Respondent's attorney's initials

1 normal business hours to insure compliance of this Stipulation. During the monitoring
2 period, Respondent's practice shall be monitored regarding scaling, root planning,
3 crowns, record keeping, and billing practices. Such monitoring shall include, but will not
4 be limited to, personally observing the treatment rendered to patients receiving scaling,
5 root planning, and crowns and regarding the office's record keeping, and billing
6 practices. Respondent further acknowledges the Disciplinary Screening Officer and or an
7 agent appointed by the Executive Director may contact patients regarding scaling, root
8 planning, crowns, record keeping, and billing practices.

9
10 B. In the event Respondent no longer practices dentistry in the State of Nevada prior to
11 completion of the above-referenced monitoring period, the monitoring period shall be
12 tolled. In the event the monitoring period is tolled because Respondent does not practice
13 in the State of Nevada and the terms and conditions of this Stipulation Agreement are not
14 satisfied (i.e., including completion of the monitoring period) within two (2) years from
15 the adoption of this Stipulation Agreement by the Board, Respondent agrees her license
16 to practice dentistry in Nevada will be deemed voluntarily surrendered with disciplinary
17 action. Thereafter, the Board's Executive Director without any further action or hearing
18 by the Board shall issue an Order of Voluntary Surrender with disciplinary action and
19 report same to the National Practitioners Data Bank.

20 C. Respondent further agrees during the above-referenced monitoring period wherein
21 Respondent is practicing dentistry in the State of Nevada, Respondent shall maintain a
22 daily log containing the following information for patients receiving scaling, root
23 planning, and crowns:

- 24 1. Name of patient
- 25 2. Date treatment commenced
- 26 3. Explanation of treatment
- 27 4. Pre and Post radiographs

28 The daily log shall be made available during normal business hours without notice. In
addition, during the above-referenced monitoring period, Respondent shall mail to the
Board no later than the fifth (5th) day of the month a copy of the daily log(s) for the
preceding calendar month (for example: by May 5, Respondent shall mail to the Board a
copy of daily log(s) for the month of April) (hereinafter "monthly log mailing
requirement"). Respondent acknowledges failure to comply with the monthly log mailing
requirement shall be an admission of unprofessional conduct. In addition, failure to
maintain and/or provide the daily log upon request by an agent of the Board shall be an
admission of unprofessional conduct. Upon receipt of substantial evidence that
Respondent has either failed to comply with the monthly log mailing requirement, failed
to maintain or has refused to provide the daily log upon request by an agent assigned by
the Executive Director, or Respondent has refused to provide copies of patient records
requested by the agent assigned by the Executive Director, Respondent agrees her license
to practice dentistry in the State of Nevada shall be automatically suspended without any



Respondent's initials



Respondent's attorney's initials

1 further action of the Board other than the issuance of an Order of Suspension by the
2 Executive Director. Thereafter, Respondent may request, in writing, a hearing before the
3 Board to reinstate Respondent's license. However, prior to a full Board hearing,
4 Respondent waives any right to seek judicial review, including injunctive relief from any
5 court of competent jurisdiction, including a Nevada Federal District Court or Nevada
6 State District Court to reinstate her privilege to practice dentistry in the State of Nevada
7 pending a final Board hearing. Respondent shall also be responsible for any costs or
8 attorney's fees incurred in the event the Board has to seek injunctive relief to prevent
9 Respondent from practicing dentistry during the period Respondent's license is
10 automatically suspended.

11 D. In addition to completing the required continuing education, Respondent shall obtain an
12 additional forty (30) hours of supplemental education as follows:

- 13 1. Ten (10) hours re: scaling and root planning
- 14 2. Ten (10) hours re: crowns
- 15 3. Ten (10) hours re: record keeping and billing practices.

16 Information, documents, and/or description for the above-referenced supplemental
17 education must be submitted in writing to the Executive Director of the Board for
18 approval prior to attendance. Upon the receipt of the written request to attend the
19 supplemental education, the Executive Director of the Board shall notify Respondent in
20 writing whether the requested supplemental education is approved for attendance.
21 Respondent agrees fifty percent (50%) of the supplemental education in each category
22 shall be completed through attendance at live lecture and/or hands on clinical
23 demonstration and the remaining fifty percent (50%) of the supplemental education in
24 each category may be completed through online/home study courses. The cost associated
25 with this supplemental education shall be paid by Respondent. All of the supplemental
26 education must be completed within nine (9) months of the adoption of this Stipulation
27 by the Board. In the event Respondent fails to complete the supplemental education set
28 forth in paragraph 9.D. within nine (9) months of adoption of this Stipulation by the
Board, Respondent agrees her license to practice dentistry in the State of Nevada may be
automatically suspended by the Board's Executive Director without any further action of
the Board other than the issuance of an Order of Suspension by the Executive Director.
Upon Respondent submitting written proof of the completion of the supplemental
education and paying the reinstatement fee pursuant to NRS 631.345, Respondent's
license to practice dentistry in the State of Nevada will automatically be reinstated by the
Executive Director of the Board, assuming there are no other violations of any of the
provisions contained in this Stipulation. Respondent agrees to waive any right to seek
injunctive relief from any Federal or State of Nevada District Court to prevent the
automatic suspension of Respondent's license to practice dentistry in the State of Nevada
due to Respondent's failure to comply with Paragraph 9.D. Respondent shall also be
responsible for any costs or attorney's fees incurred in the event the Board has to seek
injunctive relief to prevent Respondent from practicing dentistry during the period




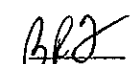
Respondent's initials



Respondent's attorney's initials

- 1 Respondent's license is automatically suspended.
- 2 E. Respondent agrees within ninety (90) days of adoption of this Stipulation Agreement by the
3 Board, Respondent shall reimburse the Board for the cost of the investigations and cost
4 associated in enforcing the terms and conditions of probation in the amount of this Six
5 Thousand Six Hundred Forty-Two and xx/100 Dollars (\$6,642.00). Payment shall be made
6 payable to the Nevada State Board of Dental Examiners and mailed directly to 6010 S.
7 Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118.
- 8 F. Respondent agrees to reimburse Patient, Sherry West, in the amount of One Thousand Four
9 Hundred Thirty-Two and xx/100 Dollars (\$1,432.00). Relative to Ms. West. Respondent
10 shall also waive any balance, if any, and withdraw any and all collection efforts, if any such
11 efforts have been initiated regarding Ms. West. Payment of the \$1,432.00 shall be made with
12 thirty (30) days of the Board adopting this Stipulation. Respondent shall deliver/mail to the
13 Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) check made payable to
14 Sherry West.
- 15 G. Respondent represents she has to reimburse the patients' insurance provider(s) any monetary
16 benefit(s) Respondent has received. Relative to matters regarding Mr. Carlo, Respondent
17 shall also waive any balance, if any, and withdraw any and all collection efforts, if any such
18 efforts have been initiated regarding Mr. Carlo.
- 19 H. Respondent agrees to reimburse Patient, Timothy Wigchers, in the amount of Four Hundred
20 Thirty-Three and xx/100 Dollars (\$433.00). Relative to matters addressed above regarding
21 Mr. Wigchers. Respondent shall also waive any balance, if any, and withdraw any and all
22 collection efforts, if any such efforts have been initiated regarding Mr. Wigchers. Payment of
23 the \$433.00 shall be made with thirty (30) days of the Board adopting this Stipulation.
24 Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas,
25 Nevada 89118) check made payable to Timothy Wigchers.
- 26 I. In the event Respondent defaults (which includes failure to timely pay) any of the payments
27 set forth in **Paragraph 9** and any of its subparts, Respondent agrees her license to practice
28 dentistry in the State of Nevada may be automatically be suspended without any further
action of the Board other than issuance of an Order of Suspension by the Board's Executive
Director. Subsequent to the issuance of the Order of Suspension, Respondent agrees to pay a
liquidated damage amount of Twenty Five and xx/100 Dollars (\$25.00) for each day
Respondent is in default on the payment(s) of any of the amounts set forth in **Paragraph 9**.
Upon curing the default of the applicable defaulted payment contained in **Paragraph 9** and
paying the remaining balance in full of any defaulted provision, paying the liquidated
damages and payment of the license reinstatement fee, Respondent's license to practice
dentistry in the State of Nevada will automatically be reinstated by the Board's Executor
Director, assuming there are no other violations by Respondent of any of the provisions
contained in this Stipulation Agreement. Respondent shall also be responsible for any costs
or attorney's fees incurred in the event the Board has to seek injunctive relief to prevent


Respondent's initials


Respondent's attorney's initials

1 Respondent from practicing dentistry during the period in which her license is suspended.
2 Respondent agrees to waive any right to seek injunctive relief from any court of competent
3 jurisdiction, including a Nevada Federal District Court or a Nevada State District Court to
4 reinstate her license prior to curing any default on the amounts due and owing as addressed
5 above.

6 J. Respondent agrees to retake the jurisprudence test as required by NRS 631.240(2) on the
7 contents and interpretation of NRS 631 and the regulations of the Board. Respondent shall
8 have ninety (90) days, commencing upon adoption of this Stipulation by the Board, to
9 complete the jurisprudence test. Respondent, upon adoption of this Stipulation shall receive a
10 username and password to enable Respondent to access the online Jurisprudence
11 Examination. In the event Respondent fails to successfully complete the jurisprudence test
12 within ninety (90) days of adoption of this Stipulation, Respondent agrees his license to
13 practice dentistry in the State of Nevada shall be automatically suspended without any further
14 action of the Board other than issuance of an order by the Executive Director. Upon
15 successful completion of the jurisprudence test, Respondent's license to practice dentistry in
16 the State of Nevada will be automatically reinstated, assuming all other provisions of this
17 Stipulation are in compliance. Respondent agrees to waive any right to seek injunctive relief
18 from any Federal or State of Nevada District Court to prevent the automatic suspension of
19 Respondent's license to practice dentistry in the State of Nevada due to Respondent's failure
20 to comply with **Paragraph 9.J.** Respondent shall also be responsible for any costs or
21 attorney's fees incurred in the event the Board seeks injunctive relief to prevent Respondent
22 from practicing dentistry during the period Respondent's license is automatically suspended.


23 K. In the event Respondent fails to cure any defaulted payments within forty-five (45) days of
24 the default, Respondent agrees the amount may be reduced to judgment.

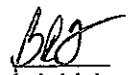
25 L. Respondent waives any right to have any amount(s) owed pursuant to this Stipulation
26 discharged in bankruptcy.

27 M. Respondent is contemplating not actively practicing dentistry in the State of Nevada. It is
28 agreed that prior to the completion of the monitoring period referenced above, Respondent
may voluntarily surrender her license to practice dentistry in the State of Nevada, pursuant to
NAC 631.160 and the Board shall be required to accept Respondent's voluntary surrender
pursuant to NAC 631.160 if, and only if, Respondent has successfully and timely completed
the terms and conditions of this Stipulation referenced in Paragraphs 9.D, 9.E., 9.F., 9.G.,
9.H., and 9.J. and, if and only if, there are no new verified complaints submitted to the Board
subsequent to the adoption of the Stipulation by the Board. In the event Respondent
surrenders her license voluntarily pursuant to the terms and conditions of this Paragraph,
such surrender shall be deemed non disciplinary and will not be reported to the National
Practitioners Data Bank.

CONSENT

10. Respondent has read all of the provisions contained in this Stipulation Agreement and


Respondent's initials


Respondent's attorney's initials

1 agrees with them in their entirety.

2
3 11. Respondent is aware by entering into this Stipulation Agreement she is waiving certain
4 valuable due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and
5 NAC 233B.

6
7 12. Respondent expressly waives any right to challenge the Board for bias in deciding
8 whether or not to adopt this Stipulation Agreement in the event this matter was to proceed to a
9 full Board hearing.

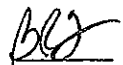
10 13. Respondent and the Board agree any statements and/or documentation made or
11 considered by the Board during any properly noticed open meeting to determine whether to
12 adopt or reject this Stipulation Agreement are privileged settlement negotiations and, therefore,
13 such statements or documentation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

15
16 14. Respondent acknowledges she has read this Stipulation Agreement. Respondent
17 acknowledges she has been advised he has the right to have this matter reviewed by independent
18 counsel and she has had ample opportunity to seek independent counsel. Respondent has been
19 specifically informed she should seek independent counsel and advice of independent counsel
20 would be in Respondent's best interest. Having been advised of his right to independent counsel,
21 as well as having the opportunity to seek independent counsel, Respondent has retained BERNA
22 L. RHODES-FORD, ESQ. of the law firm RHODES-FORD & ASSOCIATES, P.C., as her
23 attorney and has reviewed this Stipulation with her attorney. Respondent specifically
24 acknowledges she understands this Stipulation's terms and terms and conditions and agrees with
25 the same.

26 15. Respondent acknowledges she is consenting to this Stipulation Agreement voluntarily,
27 without coercion or duress and in the exercise of her own free will.



Respondent's initials



Respondent's attorney's initials

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

4
5 17. Respondent acknowledges the provisions in this Stipulation Agreement contain the entire
6 agreement between Respondent and the Board and the provisions of this Stipulation Agreement
7 can only be modified, in writing, with Board approval.

8 18. Respondent agrees in the event the Board adopts this Stipulation Agreement, she hereby
9 waives any and all rights to seek judicial review or otherwise to challenge or contest the validity
10 of the provisions contained herein.

11
12 19. Respondent and the Board agree none of the parties shall be deemed the drafter of this
13 Stipulation Agreement. In the event this Stipulation Agreement is construed by a court of law or
14 equity, such court shall not construe it or any provision hereof against any party as the drafter.
15 The parties hereby acknowledge all parties have contributed substantially and materially to the
16 preparation of this Stipulation Agreement.

17 20. Respondent specifically acknowledges by her signature herein and by her initials at the
18 bottom of each page of this Stipulation Agreement, she has read and understands its terms and
19 acknowledges she has signed and initialed of her own free will and without undue influence,
20 coercion, duress, or intimidation.

21
22 21. Respondent acknowledges in consideration of execution of this Stipulation Agreement,
23 Respondent hereby releases, remises, and forever discharges the State of Nevada, the Board, and
24 each of their members, agents, employees and legal counsel in their individual and representative
25 capacities, from any and all manner of actions, causes of action, suits, debts, judgments,
26 executions, claims, and demands whatsoever, known and unknown, in law or equity, that
27 Respondent ever had, now has, may have, or claim to have against any or all of the persons or
28 entities named in this section, arising out the complaint(s) of the above-referenced Patient(s).



Respondent's initials

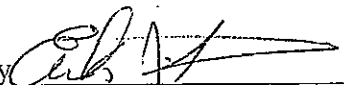


Respondent's attorney's initials


1 22. Respondent acknowledges in the event the Board adopts this Stipulation Agreement, it
2 may be considered in any future Board proceeding(s) or judicial review, whether such judicial
3 review is performed by either the State or Federal District Court(s).

4
5 23. This Stipulation Agreement will be considered by the Board in an open meeting. It is
6 understood and stipulated the Board is free to accept or reject this Stipulation Agreement and if it
7 is rejected by the Board, the Board may take other and/or further action as allowed by statute,
8 regulation, and/or appropriate authority. This Stipulation Agreement will only become effective
9 when the Board has approved the same in an open meeting. Should the Board adopt this
10 Disciplinary Stipulation Agreement, such adoption shall be considered a final disposition of a
11 contested case and will become a public record and is not reportable to the National Practitioner
12 Data Bank.

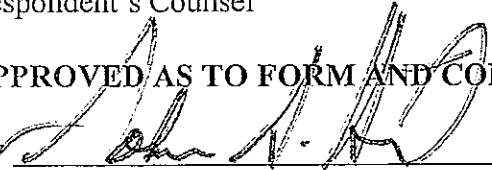
12 DATED this 14 day of August, 2015.

14 By 
15 Erika J. Smith, DDS
16 Respondent

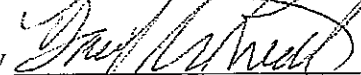
17 APPROVED AS TO FORM AND CONTENT


18 By  this 14th day of August, 2015.
19 Berna L. Rhodes-Ford, Esq.
20 Rhodes-Ford & Associates, P.C.
Respondent's Counsel

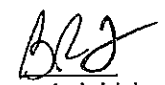
21 APPROVED AS TO FORM AND CONTENT

22 By  this 14 day of August, 2015.
23 John A. Hunt, Esq.
24 Morris Polich & Purdy, LLP
Board Counsel

25 APPROVED AS TO FORM AND CONTENT

26 By  this 14 day of August, 2015.
27 Bradley Roberts, DDS
28 Disciplinary Screening Officer


Respondent's initials


Respondent's attorney's initials

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BOARD ACTION

This *Corrective Action Non-Disciplinary Stipulation Agreement* in the matter captioned as Nevada State Board of Dental Examiners vs. Erika J. Smith, DDS, case no. 74127-02832 was

(check appropriate action):

Approved X Disapproved _____

by a vote of the Nevada State Board of Dental Examiners at a properly noticed meeting

DATED this 18 day of September, 2015.



Timothy T. Pinther, DDS - President
NEVADA STATE BOARD OF DENTAL EXAMINERS

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Respondent's initials



Respondent's attorney's initials

CONSIDERATION TO ACCEPT OR DECLINE
CONTENTS INSURANCE COVERAGE THROUGH
THE STATE OF NEVADA

Brian Sandoval
Governor



Patrick Gates
Director

Evan Dale
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Administrative Services Division

209 E Musser, Rm 304 | Carson City, NV 89701
Phone: (775) 684-0273 | Fax (775) 684-0275

May 24, 2017

Nevada State Board of Dental Examiners
6010 S. Rainbow Blvd Ste. A-1
Las Vegas, Nevada 89118

Attention: Rigoberto Morales

Dear Rigoberto:

You are hereby notified that the State Risk Management Division is now requesting all State Boards and Commissions sign an agreement for Contents Insurance coverage (through the state's policy) or waive this coverage. If you would like more details regarding this insurance coverage, please see page 46, Section 0504 Insurance and Self-Insurance, paragraph 1 of the State Administrative Manual (link provided below).

<http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Documents/State%20Administrative%20Manual.pdf>

The fiscal 2017 premium is 1.2 cents per square foot per year. The property insurance deductible is \$1,500 and does not cover large equipment.

Please choose one of the following options:

Opt In: I accept Contents Insurance coverage through the state's policy and understand that the premium is determined by the square feet of building space. With this acceptance, I will forward a copy of my lease to the address provided below.

Opt Out: I decline Contents Insurance coverage through the state's policy and understand that by declining coverage, Risk Management will deny any claims filed.

Printed Name: _____

Title: _____

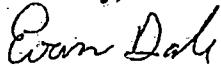
Signature: _____ Date: _____

Please sign and return via mail to: Administrative Services Division, ATTN: Risk Management – Shannon Atkins, 209 East Musser St., Rm 304, Carson City, NV 89701 or scan and send by email to ASDManagementAnalyst@admin.nv.gov.

Please note that this letter must be returned within thirty (30) calendar days from the date of this letter. If we have not received it, your Board or Commission will not be billed and it will be considered an automatic decline of insurance coverage.

If you have any questions, please feel free to contact Risk Management at 775-687-3187.

Sincerely,

A handwritten signature in cursive script that reads "Evan Dale".

Evan Dale, Administrator
Administrative Services Division