Board Teleconference Meeting
April 18, 2020
9:00 A.M.

PUBLIC BOOK
NEVADA STATE BOARD OF DENTAL EXAMINERS

Meeting Location:
Nevada State Board of Dental Examiners
6010 S. Rainbow Blvd, Suite A-1
Las Vegas, NV 89118

Video Conferencing not Available for this meeting / Teleconferencing available
Meeting Call-In Number: (669) 900-6833
Meeting ID#: 930 2565 1129
Zoom Video (via app) Meeting Password: 159434

Meeting Date & Time
Saturday, April 18, 2020
9:00 a.m.

PUBLIC NOTICE OF AMENDED AGENDA & MEETING

PUBLIC NOTICE:
The Nevada State Board of Dental Examiners may hold board meetings via video conference or telephone conference call. **Due to the Governor’s Executive Order in response to the COVID-19 pandemic, the Board office will not be open to the general public for this meeting. The general public is encouraged to participate via teleconference**

Public Comment time is available after roll call (beginning of meeting) and prior to adjournment (end of meeting). Public Comment is limited to three (3) minutes for each individual. You may provide the Board with written comment to be added to the record.

Persons wishing to comment may appear at the scheduled meeting/hearing or may address their comments, data, views, arguments in written form to: Nevada State Board of Dental Examiners, 6010 S. Rainbow Blvd, A-1, Las Vegas, Nevada 89118; FAX number (702) 486-7046; e-mail address nsbde@nsbde.nv.gov. Written submissions should be received by the Board on or before Friday, April 17, 2020 by 2:00 p.m., in order to make copies available to members and the public.

The Nevada State Board of Dental Examiners may 1) address agenda items out of sequence to accommodate persons appearing before the Board or to aid the efficiency or effectiveness of the meeting; 2) combine items for consideration by the public body; 3) pull or remove items from the agenda at any time. The Board may convene in closed session to consider the character, alleged misconduct, professional competence or physical or mental health of a person. See NRS 241.030. Prior to the commencement and conclusion of a contested case or a quasi-judicial proceeding that may affect the due process rights of an individual the board may refuse to consider public comment. See NRS 233B.126.

Persons/facilities who want to be on the mailing list must submit a written request every six (6) months to the Nevada State Board of Dental Examiners at the address listed in the previous paragraph. With regard to any board meeting or telephone conference, it is possible that an amended agenda will be published adding new items to the original agenda. Amended Nevada notices will be posted in compliance with the Open Meeting Law.

We are pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify the Board, at (702) 486-7044, no later than 48 hours prior to the meeting. Requests for special arrangements made after this time frame cannot be guaranteed.

Pursuant to NRS 241.020(2) you may contact the Board office at (702) 486-7044, to request supporting materials for the public body or you may download the supporting materials for the public body from the Board’s website at http://dental.nv.gov. In addition, the supporting materials for the public body are available at the Board’s office located at 6010 S Rainbow Blvd, Ste. A-1, Las Vegas, Nevada.

Note: Asterisks (*) "For Possible Action" denotes items on which the Board may take action.
Note: Action by the Board on an item may be to approve, deny, amend, or table.

1. Call to Order
   - Roll call/ Quorum
2. **Public Comment:** The public comment period is limited to matters specifically noticed on the agenda. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. Comments by the public may be limited to three minutes as a reasonable time, place and manner restriction, but may not be limited based upon viewpoint. The Chairperson may allow additional time at his/her discretion.

3. **President's Report:** (For Possible Action)
   *a. Request to remove agenda item(s) (For Possible Action)*
   
   *b. Approve Agenda (For Possible Action)*

4. **New Business:** (For Possible Action)
   *a. Approval of Non-Board Member Dental & Dental Hygiene Review Panel Members
   April 2020 through December 31, 2020 – NRS 631.190 (For Possible Action)*
   
   (1) Mehrdad Mostafaepour, DDS – Dental
   (2) Nichelle Mosier, RDH – Dental Hygiene

   *b. Approval of Non-Board Member Alternate Dental & Dental Hygiene Review Panel Members
   April 2020 through December 31, 2020 – NRS 631.190 (For Possible Action)*
   
   (1) Tejpaul Johl, DDS – Dental
   (2) Samantha Sturges, RDH – Dental Hygiene

   *c. Authorized Inspection of Office/Facility to Ensure Compliance with CDC Guidance for Providing Dental Care during COVID-19 – NAC 631.178 and NAC 631.179 (For Possible Action)*
   
   (1) Dr. X – alleged to have violated recommendations from the Board for postponement of elective procedures and are endangering public health and safety
   (2) Dr. Y – alleged to have violated recommendations from the Board for postponement of elective procedures and are endangering public health and safety
   (3) Dr. Z – alleged to have violated recommendations from the Board for postponement of elective procedures and are endangering public health and safety

   *d. Request the Board issue a subpoena duces tecum signed by the Board’s Secretary-Treasurer – NRS 631.360(4) (For Possible Action)*
   
   (1) Dr. X - Dr. X has failed to produce records as previously requested in connection with a patient’s verified complaint and in violation of NRS 629.061 (For Possible Action)

   *e. Disciplinary Committee to make recommendation to Board regarding reinstatement of license (For Possible Action)*
   
   (1) Georgene Chase, DDS
   (2) Craig S Morris, DDS

   *f. Approval for Anesthesia Permit – NAC 631.2213 (For Possible Action)*
   
   (1) General Anesthesia (For Possible Action)
   (a) Kimberly Bentjen, DDS

   *g. Approval for 90-Day Extension For Renewal of Existing Licenses and Permits, to Include 2020 Dental Hygiene and Limited License Renewals, Public Health Endorsements and Temporary Dental Anesthesia Permits (For Possible Action)*

   *h. Discussion concerning, and possible approval of, settlement agreement reached between the Nevada State Board of Dental Examiners, Dr. Michael Khanna, DDS, Dr. Lawrence Drake, DDS, Abbey Dental Center, Inc and Abbey Dental Drake, PLLC (For Possible Action)*

   *i. Disciplinary Committee Report (For Possible Action)*
5. **Public Comment:** This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. The Chairperson of the Board will impose a time limit of three (3) minutes. The Chairperson may allow additional time at his/her discretion.

6. **Announcements**

7. **Adjournment** (For Possible Action)

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**PUBLIC NOTICE POSTING LOCATIONS**

- Clark Cnty Government Center, 500 Grand Central Pkwy; LV, NV
- Elko County Courthouse, Room 106, Elko, Nevada
- Washoe County Courthouse, 75 Court Street; Reno, Nevada
- Office of the N.S.B.D.E., 6010 S Rainbow Boulevard, #A-1, LV, Nevada
- Nevada State Board of Dental Examiners website: [www.dental.nv.gov](http://www.dental.nv.gov)
- Nevada Public Posting Website: [www.notice.nv.gov](http://www.notice.nv.gov)
- Carson City Library, 900 N. Roop St., Carson City, Nevada
- Churchill County Library, 553 S. Main St., Fallon, Nevada
- Clark County Public Library, 1401 E Flamingo Rd., Las Vegas, NV
- Douglas County Library, P.O. Box 337, Minden, Nevada
- Elko County Library, 720 Court St., Elko, Nevada
- Esmeralda Cnty - Goldfield Public Library, P.O. Box 430, Goldfield, NV
- Eureka Branch Library, 10190 Monroe St., Eureka, Nevada
- Humboldt County Library, 85 East 5th St., Winnemucca, Nevada
- Lincoln County Library, P.O. Box 330, 93 Main Street, Pioche, NV
- Lyon County Library, 20 Nevin Way, Yerington, Nevada
- Mineral County Library, P.O. Box 337, Hawthorne, Nevada
- Nye Cnty: Tonopah Public Library, P.O. Box 449, 171 Central St., Tonopah, NV
- Lander Cnty Library, 625 S. Broad St., Battle Mtn, NV
- Pershing County Library, P.O. Box 781, 1125 S. R St., Lovelock, NV
- Storey County Library, Virginia City, Nevada - via email
- Washoe Cnty Downtown Reno Library, 301 S. Center St., Reno, NV
- Washoe County Sparks Branch Library; 1125 12th Street, Sparks, NV
- White Pine County Library, 950 Compton St., Ely, Nevada
- LV Office - State Attorney General, 555 E. Washington Ave, LV, NV
- CC Office -State Attorney General, 100 N. Carson St., Carson City, NV
- LV Child Support Enforcement; 1900 E Flamingo Rd. Ste. #100; LV, NV
- Southern Nevada Health District; 330 S. Valley View; Las Vegas, NV
Letters of Support for Georgene Chase, DDS
January 8, 2019

Nevada State Board Dental Examiners
Attention: Debra Shaffer-Kugel, dashaffer@nsbde.nv.gov
6010 South Rainbow Boulevard,
Building A, Suite 1
Las Vegas, Nevada 89118

Re: Dr. Georgene Chase, DDS
Smile Restore
5365 Mae Anne Avenue, Suite B-1
Reno, Nevada 89523

Dear Debra Shaffer-Kugel,

I implore your help to reinstate Dr. Georgene Chase as a Dentist in the great State of Nevada. I am a 74-year old woman, after moving to Nevada from California, I was able to find the very best, affordable dental care that I have ever received. Dr. Chase has helped me to avoid losing my teeth and has helped my family restore their dental health.

I want you to know that I moved to Dayton, Nevada 2-years ago for a better life. I wanted and needed the very best dentist in Nevada. Due to all of the recommendations I received, I chose Dr. Chase as my dentist.

Dr. Chase is by far the most intelligent, ethical, educated and integrous dentist that I have ever had the pleasure of working with. Not to mention that Dr. Chase is kind, considerate, and thoughtful to her patients. When you meet Dr. Chase you immediately trust her. Dr. Chase has integrity, does not overcharge her patients or try to sell you the most expensive treatment. Dr. Chase genuinely seems to want to help her patients. Dr. Chase is able the give her patients choices on the kind of care that is available to them not just the highest price available. We need more dentists and doctors in Nevada not to mention the United States like Dr. Georgene Chase.

For the first time in my life, I have found superior dental care that I can financially afford. My smile, my self-worth and my life is substantially better for having Dr. Chase as my dentist.
January 8, 2019
Nevada State Board Dental Examiners
Attention: Debra Shaffer-Kugel, dashaffer@nsbde.nv.gov
Page 2 of 2

In Nevada where dental cost is over to top and unreachable for most of us, I have been blessed to have Dr. Chase as my dentist. She is responsible for bringing down the cost of dental care and still gives us the best dental care available in the Northern Nevada region.

When you walk into Smile Restore you will notice how traditional it is, it is not a fancy office. It is my understanding, after talking with some of Dr. Chase’s patients that most of them have been under regular treatment of Dr. Chase’s for 30-years. They trust her to be honest and give them the best care available. Dr. Chase makes Northern Nevada a better place to live. Reno, Nevada needs Dr. Chase. We, her patients, need our dentist and our affordable dental health care returned to us.

Sincerely,

Carolyn Easley

CC: Jacky Rosen, Nevada State Senator (D-NV 3rd District)
27 Independence Avenue SE
Washington, DC 20003

Jacky Rosen, Nevada State Senator (D-NV 3rd District)
8872 South Eastern Avenue, Suite 210/220
Las Vegas, NV 89123

Dr. Georgene Chase, DDS
Smile Restore
5365 Mae Anne Avenue, Suite B
Reno, Nevada 89523
Nevada State Board of Dental Examiners  
6010 S. Rainbow Blvd. Ste. A-1  
Las Vegas, NV 89118

March 19, 2019

Re: Georgan Chase D.D.S.  
Smile Restore

Dear Nevada State Board of Dental Examiners,

I have volunteered to write this statement in support of Georgan Chase D.D.S. and her Dental Clinic, Smile Restore. I do not know the specifics as to why Dr. Chase must come before the Board but I feel compelled to speak up on her behalf.

I work as a Family Physician in a rural Nevada Acute Care Clinic where the poorest of the poor in our area come for medical and dental care. When I see patients with dental issues, I have Dr. Chase's telephone number memorized to give to them. Most of them already know the cash price to have a tooth pulled locally - that is the only option they think possible - if they can get the money together. I tell them to get gas money together or to get a ride to Reno because there is a good chance through Dr. Chase at Smile Restore that their tooth can be fixed and maybe for free or on a sliding scale. What an incredible resource! Especially for the young people having early dental issues, facing the prospective trauma (on multiple levels) of having a permanent tooth pulled - plunging them deeper into their already difficult life. I have seen the tears as they tell me of what they thought was their only option. Dr Chase and Smile Restore give hope and healing!

Every time my family and I go in to Smile Restore I see these patients, like my patients, appreciating and benefiting from the care. I suspect that many of the people who work for Smile Restore have been patients there first and Dr. Chase has given them "a leg up". Once last year a veteran came in as I was leaving at 5 p.m., obviously in pain. Dr Chase didn't even ask his name, she just took him back and attended to him. What an example! Truly a good Samaritan.
I often pre-pay for the supplies Smile Restore needs for my family because otherwise the Clinic does not have them. They tell me that I help others with what is left over. Recently Dr. Chase suggested that I could rent her house because she was in danger of losing it. She was going to live in the small space above her barn so as to keep practicing her noble vocation. Are you aware that she adopted multiple small children who needed her?

In terms of dental treatment, I have found Dr. Chase to be diagnostically accurate in my case and I find her dental technical skills impeccable and her philosophy scientifically advanced. She found the small apical abscess in the adjacent tooth when I had persistent pain after I had my upper incisor (#9) removed and an implant placed (very traumatic). I consider the local dentist with whom I shared the misdiagnosis a very good dentist and still a good friend.

If the Board does find problems with Dr. Chase’s practice or the management of Smile Restore, please be merciful and allow Dr. Chase to continue her valuable care for the community. Dr. Chase cares for a significant number of destitute patients (at considerable risk to herself of communicable disease), all of whom would, in her absence, need to be cared for by the general dental community.

Honestly, rather than censure Dr. Chase, help her. To you dentists on the Board, send your excess supplies. Call her and ask what she could use today. Consider sending your Office Manager half day a month to assist her – that “pearl of great price” who most likely (as has been my experience) is the reason your operation is successful and copasetic with all the requirements. If my statement does not help Dr. Chase and Smile Restore with your review, I would bet your Office Manager would come back (granted probably having found things that could be corrected) with a very positive opinion regarding what is being done there every day multiple times a day.

Thank you for considering Mercy.

Sincerely,

Tom J. Walsh M.D. Ltd

Received
MAR 21 2019
NSBDE
August 19, 2019

To Smile Restore Board of Directors,

I was originally seen by a dentist that was filling in for Dr. Chase and had some dental work done. I received my EOB and noticed that I was being billed and my insurance was being billed for work that had not been done. I spoke with Dr. Chase about this and she immediately fixed this and brought my account to a $0 balance. This conversation took place around April of 2019 and I have not been seen by this office since before that time. I continue to get bills for work that is not been done and my insurance is paying for work that has not been done. I would like to see my account in the $0 balance due status as it was and should be. I don't understand how when someone who genuinely is a stellar Dentist who helps people from a disadvantaged background feel good and confident about themselves once again is being put in this position. I truly hope this board of directors takes a closer look at the staff and how this could have been malice on their parts. I just hope that Dr. Chase and Dr. P are not held accountable for some dishonest practices when both of these women have done nothing but excellent and solid work on my teeth and fixed any errors in the billing. I know these women as their patient and I am sincerely saddened by this current situation that has made two good doctors have to go else where. I would like to have my account back in the positive status it was at before this company shuts its door. I am being informed that this practice is closing down due to other dishonest practices such as this and I am confident my account will be in the positive status that it has been in since April of 2019. Thank you for your time and consideration in this matter.

Any further help that I can be please don't hesitate to contact me.

Sincerely,

Kaycee Weiss
To Whom It May Concern;

My name is Eric Swanson. I did not make a complaint against Dr. Georgene Chase, MPH. She is a friend of mine and she has “given” dental services to me in the past, back to 2011. My latest visit to the SmileRestore office, a private non-profit, was with my son and his video crew to film my procedure for a documentary about aged people who can’t get dental services. The debilitating condition many of us are left with is something this organization was trying to do something about.

During this visit, Dr. Chase gave me a sample of a product called Pure O3. It was ordered off the internet, and I was given a sample to take home for my personal use. No promises of any kind was made to me by Dr. Chase. I was treated with great kindness and respect for my choices. Also, I was instructed and cared for without this product as a part of my prescribed healing methods.

I asked for the sample, she gave it to me. I am uncertain how this “extra” kindness is a violation? Please tell me what motivates people to find reasons to interfere with my relationship with my friend and my Dentist.

I am a constitutionally minded citizen, and I take my freedoms very seriously. Who and why is this situation being used to blast a conscientious dentist with more education than most? I am not a disinterested person that can be used to admonish someone who has my best interest in mind.

Sincerely,

Eric Swanson

[Signature]

Photo of product attached!
September 19, 2018

To Whom It May Concern;

My name has been brought up as a patient implicating Doctor Chase for “treatment rendered without consent forms signed”, which means without permission given. I have signed as many consent forms as visits I have made. The staff in the office at the time of Nichole Blankenship had a regular intent to cause mistakes of records and finances that brought problems onto Dr. Chase. I emphatically disagree with any punitive actions against Dr. Chase by the Nevada State Board of Licensing as a result of my care and my relationship with Dr. Chase, which by the way is still intact and healthy.

If you have any further questions my number is:

[Redacted]

Doug Jones

[Redacted]

State of Nevada
County of Washoe
This instrument was acknowledged by [Redacted] on [Redacted]
I understand that there is an upcoming meeting of the NSDBE which will address the Nevada dental license of Dr Georgene Chase. I would like to be involved in that meeting. I am a retired physician who has been in the practice of Dr Chase. I would like to offer my comments, and I would like to follow the ongoing issues relating to the licensure of Dr Chase. Thank you.

Steve Recchia
March 11, 2020

Francine M. Smith

Nevada Dental Board

Re: Reinstatement of License for Dr. Georgene B. Chase

To whom it may concern:

I Francine M. Smith am a native of Nevada. I was born and raised here in Reno.

I came in as a patient on August 28th 2018. Dr. Chase helped me with a cavity that she filled in for me to get me by until I could afford to have it fixed. Dr. Chase and I had a conversation as I was in the chair. I explained to her that I had just finished a job at Spectrum and was looking for a work. I was looking for a dentist that could help me get my mouth in order again as I needed a lot of work done. She asked me what line of work I was looking for. I explained that I was an office administration. She asked if I would be willing to come and work for her. They needed help. I later found out it was closed due to prior staff issues.

I started volunteering on September 4th 2018 for the office. I started answering the phones, welcoming patients in that had appointments, and scheduling. The patients that were being seen at that time were patients that the Dr. was trying to take care of due to the office being closed because of the prior staff.

I started working with Angie Daniels as she showed me the ropes. Never have I seen such a mess on the office files. I started alphabetizing charts and going through them one by one to see what was needed. It was unbelievable how many charts did not have copies of id’s or information packets or a lot of the id’s were out dated.

I have been in the office administration field long enough to know that getting copies of id’s and information is crucial to any office setting. In my opinion, and observation, the severe lack of office policy, procedure, or work ethic was obvious from the prior staff. Anything having to do with charts, scheduling, money collection, or notation is the responsibility of the front office. Angie and I went over hundreds of accounts to fix the prior staff neglect and inaccuracies. There several accounts where the insurance was billed but never followed through on.

Since November 2018, Dr. Chase has been unable to work at this office due to the suspension of her license. Not only has this been unfair or unjust, but it has affected not only me but the people that matter the most, the patients. She has been unable to complete or work on them because of this. I get calls or messages left daily asking when she will be able to practice again. It’s been well past a year and it’s now time to have an answer.

Dr. Chase has helped more than her fair share of people in this town, especially people that have very little money and can barely make ends meet. It has always been her goal and dream to help the underdog in this world and right now that opportunity is on hold.
In my opinion, this decision imposed by you has caused this office to spiral downward in huge mess of events. I am sure you are well aware of the charts having to be sold from this office under the direction of Debra Kugel Shafer. This action has been unjust to the patients to have their charts sold, patients that cannot pay for care and are most likely subjected to sales and attempts on their fears to pay more money. This nonprofit was not about that. This nonprofit had the soul interest in helping individuals. I know this because I witnessed it firsthand.

People who have dental emergencies we can refer them out. But the people that are economically challenged have no options because the one doctor that truly cared about the patient and not the almighty dollars has been put on hold. How do I know this? I am one of those people!

I can personally tell you that I have 3 pages of names and numbers of patients that have been waiting over a year to get in to see Dr. Chase. Several of those people are non-patients that have been recommended by word of mouth that wanted to be put on the waiting list.

I strongly urge you to reconsider and reinstate Dr. Chase’s license so that we can get these people in and get them taken care of.

Thank you for your time and consideration to this matter.

Sincerely,

Francine M. Smith
Francine M. Smith
SmileRestore
775-800-1051

-------- Original Message --------
Subject: [FWD: ] Dr. Georgene B. Chase reinstatement of license
From: SmileRestore
To: Board of Dental Examiners
Date: Thursday, March 12, 2020 2:31:45 PM

-------- Original Message --------
Subject: 
From: Pitbullm More
Date: Thu, March 12, 2020 10:52 am
To: info@smilerestore.org

To: Nevada state Dental Board
I, Katrina Morris started helping Smilerestore with billing and collections in 2018, Nicole took over the office as mgr. By September it was clear Nicole was not experienced. Patients were overcharged, errors were made on claims and not followed up on. Also at this time alot of insurance companies went from a typical 1 year to a 6 month time frame to bill. ALOT of money went out the window Nicole was rude to our long time patients. Nicole caused alot of devastation from her inexperience and negligence.

Sincerely, Katrina Morris
March 12, 2020

Susan Snow

To whom it may concern:

Please reinstate Dr. Georgene Chase as she provides a much needed service for those of us who would otherwise not be able to afford dental care.

I've been a volunteer for a while now and Dr. Chase has helped me so much. I desperately needed extractions and she helped me get my partial that would have cost me a lot more than Dr. Chase charged me.

She is a caring doctor and has always been honest and up front with me.

I know there are patients out there waiting to get into see Dr. Chase and I am one of them. I had to seek a dentist elsewhere to take care of an issue I recently had and as nice and as great as that dentist was, I miss my doctor, Dr. Chase. Kindly reinstate her license so that she can get on and do what she was meant to do....help others!

Sincerely,

Susan Snow
Disciplinary Committee to make recommendation to Board regarding reinstatement of License

- Georgene Chase, DDS
NOTICE OF REPRESENTATION

To whom it may concern:

Please be advised that Charles R. Zeh, Esq., and the Law Offices of Charles R. Zeh, Esq., represents me, Georgene Chase, DDS, as my legal counsel in all matters pertaining to the State of Nevada Dental Board. You may discuss my matters before the Dental Board with him and share information regarding my matter(s) before the Board with him and the members of his law firm.

Georgene Chase, DDS

State of Nevada )
               :
County of Washoe )

On this 5th day of February, 2020, before me, a Notary Public, personally appeared Georgene Chase, DDS, known to me to be the person described in and who executed the foregoing Notice of Representation, for the uses and purposes therein mentioned.

KAREN KENNEDY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 03-62541-2 - Expires June 24, 2023

Notary Public
Good afternoon to both of you. I wanted to confirm that Smile Restore will be able to present the requested information to the Board at the meeting on May 10th. I will prepare a packet and have it over to you for dissemination to the Board next Monday if that would work.

In regard to Dr. Chase’s summary suspension hearing, I would respectfully request that the matter be moved to the July meeting as I anticipate that we will be presenting multiple witnesses whom we will need to coordinate with. Also, I would like to potentially investigate other possible avenues of resolution to the summary suspension.

Thank you,

Lyn

Lyn E. Beggs
Law Offices of Lyn E. Beggs, PLLC
Mailing Address: 316 California Ave. #863, Reno, NV 89509
Physical Address: 328 California Ave., Ste. 3, Reno NV 89509
T: 775-432-1918
F: 775-473-3801

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Debra Shaffer

From: [Redacted]
Sent: Friday, February 15, 2019 12:58 PM
To: Debra Shaffer
Cc: [Redacted]
Subject: February 22, agenda item SmileRestore/Georgene Chase

February 15, 2019

Dear Debra Shaffer-Kugel

Per your phone conversation with Dr. Georgene Chase today, explaining our current lack of representation and asking for a postponement to the next meeting, we are planning on seeing the NSBDE at the March 22 meeting, unless otherwise noticed. Thank you for your consideration of our request to not appear at the February hearing.

Kim W. Michael
Operations Director
SmileRestore
775.800.1051
Dr. Georgene Chase
Order of Suspension issued on
November 16, 2018
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS, Complainant,

vs.

Georgene Chase, DDS, Respondent,

CASE NO: 16-74127-02697

ORDER OF SUSPENSION

On October 3, 2014, you entered into a Disciplinary Stipulation Agreement with the Nevada State Board of Dental Examiners. Pursuant to Paragraph 23(c), you agreed during the five (5) probationary period that your patient files shall include (in addition to any other matters generally required of a patient file) patient signed informed consents regarding implant treatment(s), both surgical and prosthetic (said informed consents shall be comprehensive and include discussion of mini versus standards implants, treatment by a general dentist versus specialist, and types of dental materials used in fabrication of crowns and removable prosthetics). In addition, your treatment records of implants restored patients shall include, diagnostic data, comprehensive treatment planning and documentation of all steps and procedures taken in the delivery of implant supported prosthetics. Further, patient files for orthodontic patients shall include a signed comprehensive informed consent, including discussion of treatment of a general dentist versus a specialist, orthodontic diagnostic records, a diagnostic summary, treatment objective, detailed treatment plan outlining steps of treatment and estimated treatment time, and periodontal evaluation, diagnosis, and treatment plan.

Pursuant to Paragraph 23(G), you agreed to cease and desist from using any ozone generating device in any dental or dental hygiene related treatment and/or providing any ozone treatment(s) and/or other therapies which are not approved by the Federal Drug Administration in any dental or dental hygiene related treatment.

On June 13, 2018, Rick Thiriot, DDS, the agent assigned to review your daily logs submitted to the Board office requested copies of dental records for several patients listed on your daily log submission to ensure compliance with the Disciplinary Stipulation Agreement. The review conducted by Rick Thiriot, DDS revealed substantial evidence that you are not in compliance with the Disciplinary Stipulation Agreement specifically Paragraph 23(C) and Paragraph 23(G). The dental records reviewed by Dr. Thiriot are for patients;
The substantial evidence for non-compliance for each patient is listed below:

- Records does not show patient signed an informed consent form advising the patient that Dr. Chase is a General Dentist and is not a licensed specialist in the area of orthodontics as required pursuant to Paragraph 23(C).
- Review of x-rays show patient does not have behind the teeth braces as stated on the account ledger. According to the dental records, patient has lower brackets and removable invisalign type appl x 3.
- The Ortho Checklist in blank file has all other items checked except for the signed comprehensive informed consent.
- The informed consent form for implant treatment executed by blank on either 03/15/2016 or on 04/22/2016 was signed one year before the implant was placed on Tooth #14. Account Statement and Chart notes do not show blank being seen in the office on 03/15/2016 or on 04/22/2016 as required by Paragraph 23(C).
- Dental records are inadequate records lack diagnostic data and documentation of all steps and procedures taken in the delivery of implants as required by Paragraph 23(C).
- Patient did not execute informed consent form for implant treatment on 12/19/2017 for bone graft and implant as required by Paragraph 23(C).
- Patient received ozone therapy on tooth and gum on March 1, 2018 and was billed according to the chart notes $10.00 however the ledger shows for the same date of service a charge of $5.00 in violation of Paragraph 23(G).
- Record lacks the required informed consents for implant treatment as required by Paragraph 23(C).

(Dental Assistant) who prepared and reviewed patient file along with blank (office staff) who submitted the file as authorized by blank informed the Board that they submitted the dental record to you to review prior to submitting the copies to the Board office, blank advised the Board that the informed consent is forged and it is not her signature and that the informed consent form was not present in the patient's chart until after you reviewed the file as required by Paragraph 23(C).
• The informed consent present in [redacted] file is not the customary form used. [redacted] contends she has never seen this version of the form as required by Paragraph 23(C).
• Review of the treatment plan shows no periodontal diagnosis as required by Paragraph 23(C).
• There is no documentation of periodontal condition or diagnosis. Record lacks diagnostic data and procedure detailed as required by Paragraph 23(C).

• Failure to obtain the signed comprehensive informed consent for orthodontic treatment required by Paragraph 23(C).
• The Ortho Checklist in [redacted] file has items checked except for the signed comprehensive informed consent, the detailed treatment plan and comprehensive orthodontic pictures as required by Paragraph 23(C).
• The record contains a Orthodontic Diagnosis, Treatment, and Mechanics Plan form but it is blank other than a last name, race, sex and DOB in violation of Paragraph 23(C).

• Dental records are inadequate records lack diagnostic data and documentation of all steps and procedures taken in the delivery of implant(s) as required by Paragraph 23(C).

• Patient did not execute informed consent form for implant treatment on 12/19/2017 for bone graft and implant as required by Paragraph 23(C).

Therefore, effective immediately your license to practice dentistry in the State of Nevada is hereby SUSPENDED. You shall cease and desist from practicing dentistry in the State of Nevada. This suspension includes the designation as the Dental Director pursuant to NRS 631.3452.

Should you practice dentistry in this state, 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.

Also, as of the date of this ORDER you failed to submit the monthly installment payment of $567.00 due on or before November 15, 2018.

Pursuant to said agreement you may request in writing, a hearing before the Board for the reinstatement of your license.

DATED this 16th day of November, 2018

NEVADA STATE BOARD OF DENTAL EXAMINER

Nevada State Seal  DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR
Stipulation between the NSBDE and Georgene Chase, DDS approved on 10/03/2014
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF
DENTAL EXAMINERS,

Complainant

vs.

GEORGENE B CHASE, DDS

Respondent,

CASE NO. 74127-02697

ORDER OF REINSTATEMENT

On October 3, 2014, the Nevada State Board of Dental Examiners at a properly noticed meeting approved the Disciplinary Stipulation II Agreement you entered into with the Board. Pursuant to Paragraph 23 (H) you agreed to the suspension of your license to practice dentistry in the State of Nevada for a period of thirty (30) days from the adoption of said agreement.

Effective November 3, 2014 your license to practice dentistry in the State of Nevada is hereby reinstated to active status with a five (5) year probationary period as set forth in Paragraph 23 (A) of the Disciplinary Stipulation II Agreement.

DATED this 3rd day of November, 2014

NEVADA STATE BOARD OF DENTAL EXAMINERS

Debra Shaffer-Kugel, Executive Director

NEVADA STATE SEAL
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF
DENTAL EXAMINERS,

Complainant,

vs.

GEORGENE B CHASE, DDS

Respondent,

) )

CASE NO: 74127-02697

ORDER OF SUSPENSION

On October 3, 2014, you entered into a Disciplinary Stipulation Agreement II with the Nevada State Board of Dental Examiners. Pursuant to Paragraph 23(H) you agreed upon adoption of this Stipulation Agreement II by the Board, your license to practice dentistry in the State of Nevada will be suspended for a period of thirty (30) days.

Please be advised, upon receipt of substantial evidence that you have violated the terms of Paragraph 23(H), you agree your license to practice dentistry in the State of Nevada shall be automatically revoked without any further action of the Board other than the issuance of an Order of Revocation by the Executive Director. Thereafter, you may request in writing, a hearing before the Board to reinstate your revoked license.

Therefore, pursuant to Paragraph 23(H) of your disciplinary stipulated agreement II, effective immediately your license to practice dentistry is hereby suspended. You shall cease and desist from practicing dentistry in the State of Nevada. Should you practice dentistry in this state, such actions would violate this stipulation agreement II and shall 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.

After thirty (30) days, assuming you are in full compliance with all the terms and conditions of the Stipulation Agreement II approved by the Board on October 3, 2014, your dental license will be activated in accordance with the five (5) year probationary period.

DATED this 3rd day of October, 2014

NEVADA STATE BOARD OF DENTAL EXAMINERS

Nevada State Seal DEBRA SHaffer-KUGEL, EXECUTIVE DIRECTOR
STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

Case No. 74127-02697

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Complainant,

vs.

GEORGENE B. CHASE, DDS,

Respondent.

DISCIPLINARY STIPULATION II
AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between GEORGENE B. CHASE, DDS ("Respondent" or "Dr. Chase"), by and through her attorneys, ANTHONY LAURIA, ESQ. of the law firm LAURIA TOKUNAGA GATES & LINN, LLP and EUGENE J. WAIT, JR., ESQ. of the WAIT LAW FIRM and the NEVADA STATE BOARD OF DENTAL EXAMINERS (the "Board"), by and through DONNA JO HELLWINKEL, 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 Disciplinary Stipulation II Agreement ("Stipulation Agreement," "Stipulation Agreement II," "Stipulation II," or "Stipulation"): AUGUST 17, 2012, STIPULATION AGREEMENT
1. Respondent entered into a prior Stipulation Agreement with the Board in case no. 11-02225 which was approved by the Board on August 17, 2012. In pertinent part, the August 17, 2012, Stipulation Agreement provides Disciplinary Screening Officer, Gregory Pisani, DDS, found:

Respondent's treatment of patient Jack Hanson resulted in a restorative failure Mini-implants and composite crowns and/or bridges were used to increase vertical

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Respondent's initials

Respondent's attorney's initials
dimension and restore posterior occlusion. There is evidence of diagnosis, treatment planning and restorative treatment below the standard of care resulting in violation of NAC 531.230(1)(c).


PATIENT, CANDACE SMART

2. Via a Notice of Complaint & Request for Records dated January 4, 2014, the Board notified Respondent of a verified complaint received from Candace Smart. On February 27, 2014, the Board received Respondent’s written response (w/enclosures) dated February 24, 2014, from her attorney, Anthony D. Lauria, Esq., in response to Ms. Smart’s verified complaint, a copy of which was provided to Ms. Smart on February 28, 2014.1

3. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS finds the treatment rendered to Ms. Smart was prior to the adoption of the Stipulation Agreement approved by the Board on August 17, 2012. To resolve this pending matter, Respondent shall reimburse Ms. Smart pursuant to the terms and conditions set forth in Paragraph 23M.

PATIENT, JOSE CHURRUCA

4. Via a Notice of Complaint & Request for Records dated January 4, 2014, the Board notified Respondent of a verified complaint received from Jose Churrupa. On February 28, 2014, the Board received Respondent’s written response (w/enclosures) dated February 24, 2014, from her attorney, Anthony D. Lauria, Esq., in response to Mr. Churrupa’s verified complaint, a copy of which was provided to Mr. Churrupa on February 28, 2014.

1 It is noted that with respect to each of the ten (10) patient verified complaints referenced herein, Board counsel sent a September 8, 2014, email to Respondent’s attorney confirming that the DSO and Respondent’s attorney’s office each had identical copies of records received from Dr. Topham for each patient.
5. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes ("NRS") and/or Nevada Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Jose Churrucu, as follows (matters noted below in sub-paragraphs A-F occurred before Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Inappropriate use of mini implants, bone grafting, and unhygienic bulk composite crowns and bridges as permanent fixed replacement of missing teeth #3, 4, 26, 28, 29, 30, and 31. NRS 631.3475 (1) & (2)

B. Subsequent failure of bone grafting, mini implant and implant supported composite crown #26. NRS 631.3475 (1) & (2)

C. Failure to provide informed consent to patient regarding mini implants versus standard implants. NRS 631.3475 (1) & (2)

D. False billing of composite crowns as implant supported porcelain or ceramic crowns (teeth #3, 4, 26, 28, 29, 30, 31). NRS 631.348(6); NRS 631.3475 (1) & (2)

E. Restorative failure of Maryland bridge at teeth #25, 26, and 27 due to poor design, poor retention and debonding. NRS 631.3475 (1) & (2)

F. Treatment records are insufficient, lacking diagnostic data and procedure detail. NRS 631.3475 (1) & (2).

G. The following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012, in violation of NRS 631.3475 (1) & (2):

1. Previously placed mini implant tooth #3 was replaced and subsequently failed again due to unrecognized infection left from residual root tip #3.

2. No evidence of subsequent ridge augmentation and sinus lift #3.

3. Tooth #3 restored with unhygienic plastic/composite crown with
overhanging margins and excess cement imbedded in tissue causing gingival inflammation, pain, and difficulty chewing.

4. False billing of healing cuff and plastic/composite crown as a prefabricated abutment and an implant supported porcelain or ceramic crown (tooth #3). NRS 631.348(6)

5. Failure to provide informed consent to patient regarding mini implants, standard implants, ridge augmentation and sinus lift procedures.

6. Treatment records are insufficient, lacking diagnostic data and procedure detail; specifically, there is no documentation for the sinus lift, ridge augmentation, and standard implant done for tooth #3 on 7-31-13.

PATIENT, BILL KREJCI

6. Via a Notice of Complaint & Request for Records dated January 4, 2014, the Board notified Respondent of a verified complaint received from Bill Krejci. On February 28, 2014, the Board received Respondent’s written response (w/enclosures) dated February 24, 2014, from her attorney, Anthony D. Lauria, Esq., in response to Mr. Krejci’s verified complaint, a copy of which was provided to Mr. Krejci on March 4, 2014.

7. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds the treatment rendered to Mr. Krejci was prior to the adoption of the Stipulation Agreement approved by the Board on August 17, 2012. To resolve this pending matter, Respondent shall reimburse Mr. Krejci pursuant to the terms and conditions set forth in Paragraph 23.O.

PATIENT, BRIAN BANNERS

8. Via a Notice of Complaint & Request for Records dated January 17, 2014, the Board notified Respondent of a verified complaint received from Brian Banners. On March 5, 2014, the Board received Respondent’s written response (w/enclosures) dated March 3, 2014, from her attorney, Anthony D. Lauria, Esq., in response to Mr. Banners’ verified complaint, a copy of
which was provided to Mr. Banner on March 28, 2014. On or about July 14, 2014, the DSO received records from Scott Redlinger, DMD, MD, regarding Mr. Banners. The DSO also received records from Alan Topham, DDS regarding Mr. Banners.

9. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes ("NRS") and/or Nevada Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Brian Banners, as follows (matters noted below in sub-paragraphs A-G occurred before Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Inappropriate use of mini implants as permanent fixed replacement of missing teeth #3, 11, 13, and 14; subsequent failure of mini implants due to bone loss and mobility. NRS 631.3475 (1) & (2)

B. Failure to provide informed consent to patient regarding mini implants versus standard implants. NRS 631.3475 (1) & (2)

C. Unhygienic plastic/composite bridge with overhangs causing gingival inflammation, pain, and difficulty chewing used as restoration of implants, both standard and mini, teeth #2, 3, and 4. NRS 631.3475 (1) & (2)

D. False billing of plastic/composite crown over implant #4 as a prefabricated abutment. NRS 631.348(6); NRS 631.3475 (1) & (2)

E. False billing of plastic/composite crown over standard implant #2 as an abutment, PFM High noble metal. NRS 631.348(6); NRS 631.3475 (1) & (2)

G. Treatment records are insufficient, lacking diagnostic data and procedure detail, including wrong tooth numbers used on 2-23-12. NRS 631.3475 (1) & (2)

H. The following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012, in violation of NRS 631.3475 (1) & (2):

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Respondent's attorney's initials
1. Inappropriate use of mini implant and unhygienic plastic/composite crown as permanent fixed replacement of missing tooth #5; subsequent failure of mini implant and plastic/composite crown tooth #5

2. False billing of plastic/composite crown #5 as an implant supported porcelain or ceramic crown.

3. Inappropriate placement of one mini implant as permanent fixed replacement of missing tooth #3 after previous 2 mini implants failed.

4. Placement of plastic/composite bridge as a permanent fixed bridge supported by mini implants and standard implants teeth #11, 12, 13, and 14. Bridge left temporarily cemented.

5. False billing of plastic/composite bridge teeth #11, 12, 13, and 14 as implant supported porcelain/ceramic crowns, porcelain fused to high noble pontic, and prefabricated abutment. NRS 631.348(6)

6. Insufficient treatment records, lacking diagnostic data, correct tooth numbers, and procedure detail.

7. Abandonment of patient.

PATIENT, JAN THOMAS

10. Via a Notice of Complaint & Request for Records dated March 14, 2014, the Board notified Respondent of a verified complaint received from Jan Thomas. On May 12, 2014, the Board received Respondent's written response (w/enclosures) dated May 7, 2014, from her attorney, Paul A. Cardinale, Esq., in response to Ms. Thomas' verified complaint, a copy of which was provided to Ms. Thomas on May 19, 2014. On August 12, 2014, the Board received Ms. Thomas' additional supplemental information regarding her verified complaint, a copy of which was provided Respondent on September 3, 20143. On August 14, 2014, the Board received records from Drs. Corbridge and Patetta regarding Ms. Thomas, a copy of which were provided to Respondent and Ms. Thomas on August 14, 2014.

11. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS,
finds the treatment rendered to Ms. Thomas was prior to the adoption of the Stipulation Agreement approved by the Board on August 17, 2012. To resolve this pending matter, Respondent shall reimburse Ms. Thomas pursuant to the terms and conditions set forth in Paragraph 23.Q.

PATIENT, MAE McMAHEL

12. Via a Notice of Complaint & Request for Records dated February 5, 2014, the Board notified Respondent of a verified complaint received from Mae McMahel. On March 24, 2014, the Board received Respondent’s written response (w/enclosures) dated March 18, 2014, from her attorney, Anthony D. Lauria, Esq., in response to Ms. McMahel’s verified complaint, a copy of which was provided to Ms. McMahel on March 28, 2014. The DSO received certain records from Dr. Redlinger and Dr. Topham regarding Ms. McMahel.

13. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes (“NRS”) and/or Nevada Administrative Code (“NAC”) provisions with respect to treatment rendered to patient, Mae McMahel, as follows (the following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Bone grafting, attempting to vertically add bone around standard implants #18, 19, and 20 utilizing an unsupported titanium mesh hardware without securing screws, that resulted in failure of the bone graft, nerve damage, and lower lip paresthesia, pain, difficulty chewing and additional bone loss around implants. NRS 631.3475 (1) & (2)

B. Failure to obtain informed consent for bone grafting procedure #18, 19, and 20. NRS 631.3475 (1) & (2)

C. No documentation of surgical procedure of bone grafting done 11-16-13 in patient’s treatment record. NRS 631.3475 (1) & (2)
D. No documentation of any post operative care given to patient in treatment record. NRS 631.3475 (1) & (2)

PATIENT, JACQUELINE CALVERT

14. Via a Notice of Complaint & Request for Records dated March 14, 2014, the Board notified Respondent of a verified complaint received from Jacqueline Calvert. On June 2, 2014, the Board received Respondent’s written response (with enclosures) dated May 28, 2014, from her attorney, Paul A. Cardinale, Esq., in response to Ms. Calvert’s verified complaint, a copy of which was provided to Ms. Calvert on June 3, 2014. The DSO received certain records from Pitt Orthodontics and Dr. Topham regarding Jacqueline Calvert.

15. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS finds for this matter and not for any other purpose, including any subsequent civil action Respondent violated the below referenced Nevada Revised Statutes (“NRS”) and/or Nevada Administrative Code (“NAC”) provisions with respect to treatment rendered to patient, Jacqueline Calvert, as follows (the following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Failure to obtain diagnostic orthodontic records that would include the following: initial exam describing profile, mandibular plane angle, lip posture and competence, incisal exposure at rest and on smiling, incisor length, midlines, smile arc, classification of occlusion, overjet, overbite, crowding of upper and lower arches, teeth present and missing, oral hygiene, gingival health and periodontal status, maximum opening, TMJ findings and any other special problems; panoramic radiograph; cephalometric radiograph with tracing and analysis; study models; intra oral photographs; extra oral photographs. NRS 631.3475 (1) & (2)

B. Failure to make a diagnostic summary, treatment objective, and detailed treatment plan outlining the steps of treatment and estimated treatment time. NRS 631.3475 (1) & (2)

2 The Notice incorrectly listed the patient’s name as Jennifer Calvert.
C. Failure to refer patient to periodontist to determine risks and liabilities of undertaking orthodontic treatment when periodontal disease is evident. NRS 631.3475 (1) & (2)

D. Failure to recognize that this case is beyond the scope of a generalist’s training and ability. NRS 631.3475 (1) & (2)

E. Failure to adequately document “primary palatal suture osteotomy” surgical procedure done Oct. 25, 2013. No diagnosis or treatment explanation is given. There is no evidence that this surgical procedure was necessary. NRS 631.3475 (1) & (2)

F. Palatal expander placed for three years with a minimal total expansion of 2 mm. If such expansion was necessary it should have been done as a surgically assisted rapid expansion. NRS 631.3475 (1) & (2)

G. There is no charting of arch wire sizes, wire changes, direction of force and elastic wear, c-chain directions, changes in over jet and over bite at each appointment in a period of three years of orthodontic treatment. NRS 631.3475 (1) & (2)

H. Abandonment of patient. NRS 631.3475 (1) & (2)

PATIENT, QUINN ORENSTEIN

16. Via a Notice of Complaint & Request for Records dated May 3, 2014, the Board notified Respondent of a verified complaint received from Jeremy Orenstein regarding the minor child Quinn Orenstein. On June 24, 2014, the Board received Respondent’s written response (w/enclosures) dated June 19, 2014, from her attorney, Paul A. Cardinale, Esq., in response to the verified complaint regarding Quinn Orenstein, a copy of which was provided to Jeremy Orenstein on June 26, 2014. The DSO received certain records from Pitts Orthodontics and Dr. Topham regarding Quinn Orenstein.

17. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes (“NRS”) and/or Nevada
Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Quinn Orenstein, as follows (the following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Failure to obtain diagnostic records that would include the following: initial exam describing profile, mandibular plane, lip posture and competence, incisal exposure at rest and on smiling, incisor length, midlines, smile arc, classification of occlusion, over jet, overbite, crowding of upper and lower arches, teeth present and missing, oral hygiene, gingival health, periodontal status, maximum opening, TMJ findings, and any other special problems; panoramic radiograph; cephalometric radiograph with tracing and analysis; study models; intra oral photographs; extra oral photographs. NRS 631.3475 (1) & (2)

B. Failure to make a diagnostic summary, treatment objectives and detailed treatment plan outlining the steps of treatment to correct Class II malocclusion and a retrognathic mandible and estimated treatment time. NRS 631.3475 (1) & (2)

C. Failure to recognize the skeletal problem of severe retrognathia. NRS 631.3475 (1) & (2)

D. There is no charting of arch wire sizes, wire changes, direction of force and elastic wear, e-chain directions, changes in over jet and over bite and other documentation of treatment progress at each appointment in a period of 10 months. NRS 631.3475 (1) & (2)

E. Failure to provide appliances to correct mandibular growth during patient's growth phase. NRS 631.3475 (1) & (2)

F. Abandonment of patient. NRS 631.3475 (1) & (2)

PATIENT, JAMIE GROSJEAN

18. Via a Notice of Complaint & Request for Records dated May 3, 2014, the Board notified Respondent of a verified complaint received from Jamie Grosjean. On June 23, 2014, the Board received Respondent's written response (w/enclosures) dated June 19, 2014, from her attorney, Paul A. Cardinale, Esq., in response to Ms. Grosjean's verified complaint, a copy of which was provided to Ms. Grosjean on June 26, 2014. The DSO received certain records from Dr. Topham

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Respondent's attorney's initials
regarding Ms. Grosjean.

19. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes ("NRS") and/or Nevada Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Jamie Grosjean, as follows (the following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Inappropriate use of mini implant as permanent fixed replacement of missing tooth #7. NRS 631.3475 (1) & (2)

B. Placement of bulk, unhygienic composite as a temporary implant supported crown for missing tooth #7. NRS 631.3475 (1) & (2)

C. Inappropriate use of mini implants as permanent fixed replacement of missing teeth #28, 29, and 30. NRS 631.3475 (1) & (2)

D. Placement of plastic bridge that is unhygienic with overhanging margins impinging on tissue, causing gingival inflammation, pain, and difficulty chewing, as a permanent implant supported bridge for missing teeth #28, 29, and 30. NRS 631.3475 (1) & (2)

E. Failure to provide informed consent to patient regarding mini implants vs standard implants. NRS 631.3475 (1) & (2)

F. False billing of plastic bridge #28, 29, and 30 as implant supported porcelain/ceramic crowns. NRS 631.3475 (1) & (2)

G. Failure to evaluate and treat gingival and periodontal condition. NRS 631.3475 (1) & (2)

H. No periodontal charting done; no periodontal diagnosis made. NRS 631.3475 (1) & (2)

I. Failure to diagnose chronic periodontal/endodontic abscess and poor crown/root ratio condition for tooth #8. Root canal therapy done on tooth #8 despite a poor prognosis. NRS 631.3475 (1) & (2)

(LV146063;1)
J. Failure to provide informed consent to patient regarding endodontic therapy tooth #8. NRS 631.3475 (1) & (2)

K. Abandonment of patient. NRS 631.3475 (1) & (2)

PATIENT, EDWARD HARRIS

20. Via a Notice of Complaint & Request for Records dated August 21, 2014, the Board notified Respondent of a verified complaint received from Edward Harris. On September 19, 2014, the Board received Respondent’s written response (w/enclosures), from her attorney, Paul Cardinale, Esq., in response to Mr. Harris’ verified complaint, a copy of which was provided to Mr. Harris on September 19, 2014.

21. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes (“NRS”) and/or Nevada Administrative Code (“NAC”) provisions with respect to treatment rendered to patient, Edward Harris, as follows (the following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Removed pontic #30 from adequate three unit fixed bridge #29, 30, and 31 and replaced with two mini implants which failed (bone loss and mobility) 5 months after placement. NRS 631.3475 (1) & (2)

B. Placement of unhygienic plastic/composite crown over mini implants #30. NRS 631.3475 (1) & (2)

C. False billing of plastic/composite crown #30 as implant supported porcelain or ceramic crown. NRS 631.348(6); NRS 631.3475 (1) & (2)

D. Failure to recognize, diagnose, and treat abscessed tooth #29 within the standard of care. NRS 631.3475 (1) & (2)
E. Use of an ozone generator, a medical device not approved for use by the Food and Drug administration. NRS 631.3475 (1) & (2)

F. Injection of "ozone" to treat infection and abscess #29. The use of ozone for medical or dental treatment is not approved by the FDA. NRS 631.3475 (1) & (2)

G. Failure to provide informed consent for mini implants vs standard implants. NRS 631.3475 (1) & (2)

H. Failure to provide informed consent for the use of ozone. NRS 631.3475 (1) & (2)

22. Respondent, acknowledges the findings of the DSO, Donna J. Hellwinkel, DDS, contained in Paragraph 3 (re: Patient, Candace Smart), Paragraph 5 (re: Patient, Jose Churuca), Paragraph 7 (re: Patient, Bill Krejci); Paragraph 9 (re: Patient, Brian Banners), Paragraph 11 (re: Patient, Jan Thomas), Paragraph 13 (re: Patient, Mae McMahel), Paragraph 15 (re: Patient, Jacqueline Calvert), Paragraph 17 (re: Patient, Quinn Orenstein), Paragraph 19 (re: Patient, Jamie Grosjean), and Paragraph 21 (re: Patient, Edward Harris) and admits 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 statutory and regulatory provisions noted above in Paragraphs 3, 5, 7, 9, 11, 13, 15, 17, 19, and 21.

23. Based upon the limited investigation conducted to date, the findings of the Disciplinary Screening Officer, and the admissions by Respondent contained in Paragraph 22 above, the parties have agreed to resolve the pending investigations pursuant to the following disciplinary terms and conditions:

A. Pursuant to NRS 631.350(1)(d)(h), Respondent shall be placed on probation and her dental practice shall be supervised for a period of five (5) years from the adoption of this Stipulation II. During the five (5) year probationary 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 normal business hours to insure compliance of this Stipulation II. During the five (5) probationary period, Respondent’s practice shall be supervised and monitored regarding those patients who received dental treatments, including but not limited to patients who receive root canals, crowns, orthodontics and/or bridges, implants or mini-implants (surgical or prosthetic) treatment(s). Such supervision and monitoring shall include, but will not be limited to, personally observing the treatment rendered to those patients who receive root canals, crowns and/or bridges, implants or mini-implant (surgical or prosthetic) treatment(s). Respondent shall not perform orthodontics, implants or mini-implants (surgical or prosthetic) treatment(s) until after Respondent complies with supplemental education provisions contained in Paragraphs 23E and 23F of this Stipulation II. Respondent further acknowledges the Disciplinary Screening Officer and/or an agent appointed by the Executive Director may contact patient(s) who receive root canals, crowns, orthodontics and/or bridges, implants or mini-implants (surgical or prosthetic) treatment(s).

B. In the event Respondent no longer practices dentistry in the State of Nevada prior to completion of the above-referenced five (5) years probationary period, the probationary period shall be tolled. In the event the probationary period is tolled because Respondent does not practice in the State of Nevada and the terms and conditions of this Stipulation Agreement are not satisfied (i.e., including completion of the probationary period) within six (6) years of adoption of this Stipulation Agreement by the Board, Respondent agrees his license to practice dentistry in Nevada will be deemed voluntarily surrendered with disciplinary action. Thereafter the Board’s Executive Director without any further action or hearing by the Board shall issue an Order of Voluntary Surrender with disciplinary action and report same to the National Practitioners Data Bank.

C. Pursuant to NRS 631.350(1)(d), Respondent further agrees during the above-referenced (5) year probationary period wherein Respondent is practicing dentistry in the State of Nevada, Respondent’s patient files shall include (in addition to any other matters generally required of a patient file) patient signed informed consents regarding implant treatment(s), both surgical and prosthetic (said informed consent shall be comprehensive and include discussion of mini versus standard implants, treatment by a general dentist versus a specialist, and types of dental materials used in fabrication of crowns and bridges and removable prosthetics). In addition, Respondent’s treatment records of implant restored patients shall include diagnostic data, comprehensive treatment planning and documentation of all steps and procedures taken in the delivery of implants and implant supported prosthetics. Moreover, Respondent’s patient files for orthodontic patients shall include a signed comprehensive informed consent, including a discussion of treatment of a general dentist versus a specialist, orthodontic diagnostic records, a diagnostic summary, treatment objective, detailed treatment plan outlining steps of treatment and estimated treatment time, and periodontal evaluation, diagnosis, and treatment plan. Subsequent orthodontic treatment must be comprehensively documented.
to include all procedures done, types of appliances used, types of arch wires used, wire
changes, elastics used, etc. With regards to the just referenced patient file and consent
form requirements (hereinafter collectively “Patient File Requirements”), Respondent
acknowledges failure to comply with the same shall be an admission of unprofessional
conduct. In addition, failure to maintain and/or provide the Patient File Requirements
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
Patient File Requirements, failed to maintain or has refused to provide the Patient File
Requirements 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 further action of the
Board other than the issuance of an Order of Suspension by the Executive Director.
Thereafter, Respondent may request, in writing, a hearing before the Board to reinstate
Respondent’s license. However, prior to a full Board hearing, Respondent waives any
right to seek judicial review, including injunctive relief from any court of competent
jurisdiction, including a Nevada Federal District Court or Nevada State District Court to
reinstate her privilege to practice dentistry in the State of Nevada pending a final Board
hearing. 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 license is automatically suspended.

D. Pursuant to NRS 631.350(1)(d), Respondent further agrees during the above-referenced
five (5) year probationary period wherein Respondent is practicing dentistry in the State
of Nevada, Respondent shall maintain a daily log containing the following information
for any patient(s) who receive root canals, crowns, orthodontics and/or bridges, implants
or mini-implants (surgical or prosthetic) treatment(s):

1. Name of patient
2. Date treatment commenced
3. Explanation of treatment
4. Pre and Post radiographs
5. Pre and Post Orthodontic models

The daily log shall be made available during normal business hours without notice. In
addition, during the above-referenced five (5) year probationary 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 further action of the Board other than the issuance of an Order of Suspension by the Executive Director. Thereafter, Respondent may request, in writing, a hearing before the Board to reinstate Respondent’s license. However, prior to a full Board hearing, Respondent waives any right to seek judicial review, including injunctive relief from any court of competent jurisdiction, including a Nevada Federal District Court or Nevada State District Court to reinstate her privilege to practice dentistry in the State of Nevada pending a final Board hearing. 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 license is automatically suspended.

E. Pursuant to NRS 631.350(1)(f) and (1)(k), Respondent agrees she shall not practice orthodontics until she successfully completes a hands-on forty (40) hours continuing education course in orthodontics and provides written evidence of such completion to the Board’s Executive Director. Information, documents, and/or description of supplemental education must be submitted in writing to the Executive Director of the Board for approval prior to attendance. Upon receipt of the written request to attend a hands-on forty (40) hours continuing education course in orthodontics, the Executive Director of the Board shall notify Respondent in writing whether the requested course is approved for attendance. The cost associated with the hands-on forty (40) hours continuing education course in orthodontics shall be paid by Respondent. Respondent acknowledges failure to comply with paragraph’s requirements shall be an admission of unprofessional conduct. Upon receipt of substantial evidence that Respondent has violated the terms of this paragraph before successfully completing a hand-on forty (40) hours continuing course in orthodontics), Respondent agrees her license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than the issuance of an Order of Suspension by the Executive Director. Thereafter, Respondent may request, in writing, a hearing before the Board to reinstate Respondent’s license. However, prior to a full Board hearing, Respondent waives any right to seek judicial review, including injunctive relief from any court of competent jurisdiction, including a Nevada Federal District Court or Nevada State District Court to reinstate her privilege to practice dentistry in the State of Nevada pending a final Board hearing. 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 license is automatically suspended.

F. Pursuant to NRS 631.350(1)(f) and (1)(k), Respondent agrees she shall not provide any implant placement treatment(s) (whether surgical or prosthetic) until she successfully
completes a hands-on forty (40) hours continuing education course in and provides
written evidence of such completion to the Board’s Executive Director. Information,
documents, and/or description of supplemental education must be submitted in writing to
the Executive Director of the Board for approval prior to attendance. Upon receipt of the
written request to attend a hands-on forty (40) hours continuing education course in
implant placement treatment(s) (whether surgical or prosthetic), the Executive Director of
the Board shall notify Respondent in writing whether the requested course is approved
for attendance. The cost associated with the hands-on forty (40) hours continuing
education courses in implant placement treatment(s) (whether surgical or prosthetic) shall
be paid by Respondent. Respondent acknowledges failure to comply with paragraph’s
requirements shall be an admission of unprofessional conduct. Upon receipt of substantial
evidence that Respondent has violated the terms of this paragraph before successfully
completing a hands-on forty (40) hours continuing course in implant placement
treatment(s) (whether surgical or prosthetic), Respondent agrees her license to practice
dentistry in the State of Nevada shall be automatically suspended without any further
action of the Board other than the issuance of an Order of Suspension by the Executive
Director. Thereafter, Respondent may request, in writing, a hearing before the Board to
reinstate Respondent’s license. However, prior to a full Board hearing, Respondent
waives any right to seek judicial review, including injunctive relief from any court of
competent jurisdiction, including a Nevada Federal District Court or Nevada State
District Court to reinstate her privilege to practice dentistry in the State of Nevada
pending a final Board hearing. 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 license is
automatically suspended.

G. Pursuant to NRS 631.350(1)(b), Respondent further agrees during the above-referenced
five (5) year probationary period wherein Respondent is practicing dentistry in the State
of Nevada, Respondent agrees she shall cease and desist from using any ozone
generating device in any dental or dental hygiene related treatment and/or providing any
ozone treatment(s) and/or any other therapies which are not approved by the Federal
Drug Administration in any dental or dental hygiene related treatment. Respondent
acknowledges failure to comply with this paragraph’s shall be deemed an admission of
unprofessional conduct. Upon receipt of substantial evidence that Respondent has
violated the terms of this paragraph, Respondent agrees her license to practice dentistry in
the State of Nevada shall be automatically suspended without any further action of the
Board other than the issuance of an Order of Suspension by the Executive Director.
Thereafter, Respondent may request, in writing, a hearing before the Board to reinstate
Respondent’s license. However, prior to a full Board hearing, Respondent waives any
right to seek judicial review, including injunctive relief from any court of competent
jurisdiction, including a Nevada Federal District Court or Nevada State District Court to
reinstate her privilege to practice dentistry in the State of Nevada pending a final Board
hearing. Respondent shall also be responsible for any costs or attorney’s fees incurred in

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the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.

H. Pursuant to NRS 631.350(1)(d), Respondent further agrees upon adoption of this Stipulation Agreement II by the Board, Respondent’s license to practice dentistry in the State of Nevada will be suspended for a period of thirty (30) days. Upon receipt of substantial evidence that Respondent has violated the terms of this paragraph, Respondent agrees her license to practice dentistry in the State of Nevada shall be automatically revoked without any further action of the Board other than the issuance of an Order of Revocation by the Executive Director. Thereafter, Respondent may request, in writing, a hearing before the Board to reinstate Respondent’s revoked license. However, prior to a full Board hearing, Respondent waives any right to seek judicial review, including injunctive relief from any court of competent jurisdiction, including a Nevada Federal District Court or Nevada State District Court to reinstate her privilege to practice dentistry in the State of Nevada pending a final Board hearing. 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 license is automatically revoked.

I. Respondent agrees that during the above-referenced five (5) year probationary period in the event the Board notifies Respondent of any additional verified complaint(s) which relate(s) to treatment rendered prior to the adoption by the Board of this Stipulation II, such complaint(s) shall be processed pursuant to the following terms and conditions:

Upon Respondent receiving notice of a verified complaint(s) and subsequent to answering the complaint, Respondent agrees to comply with the decision rendered by the Board’s assigned Disciplinary Screening Officer with respect to reimbursement of a complaint which relates to treatment received prior to adoption by the Board of this Stipulation II in an amount, if any, for the services rendered by Respondent. The reimbursement amount must be based upon written proof of payment by the complainant including, but not limited to, insurance payments made on the complainant’s behalf. Payment shall be made within sixty (60) days of the Disciplinary Screening Officer’s written decision. Subject to Respondent’s reimbursement of the complainant, the Board agrees not to initiate disciplinary action against Respondent. Respondent waives any right to appeal the Disciplinary Screening Officer’s decision regarding reimbursement of a complaint to either the Board, Federal District Court, or State of Nevada District Court regarding the decided amount(s) for reimbursement(s). Should Respondent fail to reimburse patients of verified complaints as ordered by the Disciplinary Screening Officer within sixty (60) days of the Disciplinary Screening Officer written decision regarding to the same, the Board’s Executive Director without any further action or hearing by the Board shall issue an Order of Voluntary Surrender with disciplinary action and report same to the National Practitioners Data Bank. Respondent agrees to waive any right to seek injunctive relief from any Federal or State of Nevada District Court.

[Signature]
Respondent’s initials

[Signature]
Respondent’s attorney’s initials
regarding the Board’s Executive Director’s Order of Voluntary Surrender with
disciplinary action and reporting same to the National Practitioners Data Bank.
Respondent shall also be responsible for any costs or attorney’s fees incurred in the event
the Board has to seek injunctive relief to enforce the Board’s Executive Director’s Order
of Voluntary Surrender with disciplinary action to prevent Respondent from practicing
dentistry in the State of Nevada. Any verified complaints or authorized investigative
complaints which relate to treatment received subsequent to the adoption of this
Stipulation II shall be processed pursuant to the procedures set forth at NRS and/or NAC
chapter 631 and/or NRS and NAC chapter 233B.

J. Pursuant to NRS 631.350(1)(e), Respondent agrees upon adoption of the Stipulation
Agreement II by the Board this Stipulation Agreement II shall be deemed a public
reprimand.

K. Pursuant to NRS 631.350(1)(c), Respondent agrees within thirty (30) days after adoption
of this Stipulation Agreement II, Respondent shall pay a fine in the amount of One
Thousand and xx/100 Dollars ($1,000.00). Payment shall be made payable to the Nevada
State Board of Dental Examiners and mailed directly to 6010 S. Rainbow Blvd., Suite
A1, Las Vegas, Nevada 89118.

L. Pursuant to NRS 622.400, Respondent agrees to reimburse the Board for the cost of the
investigations and cost associated in enforcing the terms and conditions of probation in
the amount of Twenty-Seven Thousand Two Hundred Fifty and xx/100 Dollars
($27,250.00). Payment shall be made payable to the Nevada State Board of Dental
Examiners and mailed directly to 6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada
89118. Payment shall be made in Forty-Eight (48) monthly payments. The first forty
seven (47) payments shall be in the amount of $579.00. The first payment shall be made
on the fifteenth (15th) day of the month after which this Stipulation II is approved by the
Board (for example, if this Stipulation II is approved by the Board on November 10, then
the first payment of $579.00 shall be due on December 15). The remaining forty-six (46)
equal payments shall then be due on the fifteenth (15th) day of each month thereafter.
The last and forty-eighth (48th) payment shall be in the amount of $37.00 and shall be
made on the fifteenth (15th) day of the month.

M. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Candace Smart in the
amount of Four Thousand Eight Hundred Fifty-One and xx/100 Dollars ($4,851.00)
relative to matters addressed above regarding Ms. Smart. Respondent shall also waive
any balance, if any, and withdraw any and all collection efforts, if any such efforts have
been initiated. Payment of the $4,851.00 shall be made shall be made in twelve (12)
equal monthly payments. The first payment shall be made on the fifteen (15th) day of the
month after which this Stipulation II is approved by the Board (for example, if this
Stipulation II is approved by the Board on November 10, then the first of the twelve
equal monthly payments shall be due on December 15). The remaining eleven equal

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Respondent’s initials

Respondent’s attorney’s initials
payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) the payment checks made payable to Candace Smart.

N. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Jose Churuaca in the amount of Thirteen Thousand Nine Hundred Thirty Five and xx/100 Dollars ($13,935.00) relative to matters addressed above regarding Mr. Churuaca. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $13,935.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteenth (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Jose Churuaca.

O. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Bill Krejci in the amount of Six Thousand Four Hundred Forty-Five and xx/100 Dollars ($6,445.00) relative to matters addressed above regarding Mr. Krejci. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $6,445.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteenth (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Bill Krejci.

P. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse the estate of Brian Banners in the amount of Seven Thousand Five Hundred Seventy and xx/100 Dollars ($7,570.00) relative to matters addressed above regarding Mr. Banners. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $7,570.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteenth (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. The actual name the payment checks/money orders are to be made-out to for the benefit of the estate of Brian Banners will be provided at a later date. Respondent shall deliver/mail the payments to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118).

(LV146653;1)
Q. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Jan Thomas in the amount of Tw:le Thousand Three Hundred Fifty-Six and xx/100 Dollars ($12,356.00) relative to matters addressed above regarding Ms. Thomas. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $12,356.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Jan Thomas.

R. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Mae McMahel in the amount of Four Hundred Sixty-Eight and xx/100 Dollars ($468.00) relative to matters addressed above regarding Ms. McMahel. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $468.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Mae McMahel.

S. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Jacqueline Calvert in the amount of Four Thousand Two Hundred Fifty and xx/100 Dollars ($4,250.00) relative to matters addressed above regarding Ms. Calvert. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $4,250.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Jacqueline Calvert.

T. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Jeremy Orenstein (on behalf of Quinn Orenstein) in the amount of Four Thousand Seven Hundred Ninety-Two and xx/100 Dollars ($4,792.00) relative to matters addressed above regarding Quinn Orenstein. (LV146005; 1)
Orenstein. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $4,792.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Jeremy Orenstein.

U. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Jamie Grosjean in the amount of Thirteen Thousand Five Hundred Seventeen and xx/100 Dollars ($13,517.00) relative to matters addressed above regarding Ms. Grosjean. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $13,517.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Jamie Grosjean.

V. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Edward Harris in the amount of Two Thousand Six Hundred Twenty-Four and xx/100 Dollars ($2,624.00) relative to matters addressed above regarding Mr. Harris. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $2,624.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Edward Harris.

W. In the event Respondent defaults on any of the payments set forth in Paragraphs 23K thru 23V, Respondent agrees his license to practice dentistry in the State of Nevada may be automatically 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 Paragraphs 23K thru 23V.

(LV146003:1)

Respondent's initials

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Respondent's attorney's initials
Upon curing the default of the applicable defaulted payment contained in Paragraphs 23K thru 23V, and paying the 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 from practicing dentistry during the period in which his license is suspended. Respondent agrees to waive any right to seek injunctive relief from any court of competent jurisdiction, including a Nevada Federal District Court or a Nevada State District Court to reinstate his license prior to curing any default on the amounts due and owing as addressed above.

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

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

**CONSENT**

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

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

26. 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.

27. Respondent and the Board agree any statements and/or documentation made or considered by the Board during any properly noticed open meeting to determine whether to adopt or reject this Stipulation Agreement are privileged settlement negotiations and therefore such statements or documentation may not be used in any subsequent Board hearing or judicial

![Signatures](LVI46063;1)

Respondent's initials

Respondent's attorney's initials
review, whether or not judicial review is sought in either the State or Federal District Court.

28. Respondent acknowledges she has read this Stipulation Agreement. Respondent acknowledges she has been advised she has the right to have this matter reviewed by independent counsel and she has had ample opportunity to seek independent counsel. Respondent has been specifically informed she should seek independent counsel and advice of independent counsel would be in Respondent’s best interest. Having been advised of her right to independent counsel, as well as had the opportunity to seek independent counsel, Respondent hereby acknowledges she is represented by ANTHONY LAURIA, ESQ. of the law firm LAURIA TOKUNAGA GATES & LINN, LLP and EUGENE J. WAIT, JR., ESQ. of the WAIT LAW FIRM and she has reviewed this Stipulation Agreement with same and understands its terms and conditions.

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

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

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

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

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

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

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

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

37. This Stipulation Agreement will be considered by the Board in an open meeting. It is
understood and stipulated the Board is free to accept or reject this Stipulation Agreement and if it
is rejected by the Board, the Board may take other and/or further action as allowed by statute,
regulation, and/or appropriate authority. This Stipulation Agreement will only become effective
when the Board has approved the same in an open meeting. Should the Board adopt this
Disciplinary Stipulation Agreement, such adoption shall be considered a final disposition of a

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contested case and will become a public record and is reportable to the National Practitioner Data Bank.

DATED this \textbf{3}\textsuperscript{rd} day of \textbf{October}, 2014.

\textit{By Georgene B. Chase, DDS}  
Respondent

\textbf{APPROVED AS TO FORM AND CONTENT:}

By \textit{Eugene J. Waite, Esq.}  
Wait Law Firm  
Respondent's Attorney  

This \textbf{3}\textsuperscript{rd} day of \textbf{October}, 2014.

\textbf{APPROVED AS TO FORM AND CONTENT}

By \textit{Anthony Lauria, Esq.}  
Lauria Tokunaga Gates & Linn, LLP  
Respondent’s Attorney  

This \textbf{3}\textsuperscript{rd} day of \textbf{October}, 2014.

\textbf{APPROVED AS TO FORM AND CONTENT}

By \textit{John A. Hunt, Esq.}  
Morris Polich & Purdy, LLP  
Board Counsel  

This \textbf{3}\textsuperscript{rd} day of \textbf{October}, 2014.

\textbf{APPROVED AS TO FORM AND CONTENT}

By \textit{Donna Jo Hellwinkel, DDS}  
Disciplinary Screening Office  

This \textbf{3}\textsuperscript{rd} day of \textbf{October}, 2014.

[Respondent's initials]

[Respondent's attorney's initials]
BOARD ACTION

This **Disciplinary Stipulation Agreement** in the matter captioned as *Nevada State Board of Dental Examiners vs. Georgene B. Chase, DDS*, case no. 74127-02697 was (check appropriate action):

Approved ☑ Disapproved

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

DATED this 3 day of oct, 2014.

J. Gordon Kinard, DDS - President  
NEVADA STATE BOARD OF DENTAL EXAMINERS
Article for Public Comment from
William Pappas, DDS regarding
Dr. Craig S. Morris
Deadly Dentistry: Beating the System

By Brooks Egerton | Staff Writer Published December 9, 2015

Part 4 of 7

Nevada disciplined dentist for deaths, but it didn’t matter in Texas

- 1. The traveler
- 2. The professor
- 3. The official

Updated on 12/17: Revised to say three states use a service to monitor dentists' disciplinary records.

LAS VEGAS — Two casino workers suffocated after Dr. Craig Morris sedated them. Nevada dental enforcers began investigating, and the oral surgeon gave up his right to sedate anyone else in 2012. But what happened in Vegas stayed in Vegas. Morris simply told Texas his record was clean and practiced freely near Austin and Houston, according to records obtained by The Dallas Morning News.

Dangerous dentists are crossing state lines and starting over around the country, we found, despite a federal information-sharing system that’s intended to limit their mobility.

States must report health care disciplinary actions to the U.S. government’s National Practitioner Data Bank. However, they sometimes avoid disclosure by calling an action nondisciplinary.

And they aren’t required to ever check the Data Bank. Texas, for example, has been granting dental licenses without using it, although that’s about to change.

Kelly Parker, recently hired as executive director of the Texas State Board of Dental Examiners, said that “once I was alerted to this issue, I immediately implemented the requirement.”

You as an ordinary citizen, meanwhile, can see only anonymous records in the federal database.
States can sign up for constant, automatic checking at $3 a year per health care provider. But federal officials told us that only three states use this service to monitor any dentists. And only one of those states, Oregon, says it monitors all of its dentists this way.

"It is something we may explore in the future," said Texas dental board spokeswoman Lara Anton.

For now, a board employee is assigned to study lists of dentists who've been disciplined each month around the nation. The lists don't identify all states in which the dentists hold licenses, so the employee must manually check each name for a possible Texas connection.

The American Association of Dental Boards compiles the lists and tells recipients to keep them confidential, even though they summarize public records. We obtained copies of the lists — and found that they failed to include actions that some states had taken.
Morris lost his right to sedate patients in Nevada because of the deaths. But he faced no restrictions for years in Texas, where he has worked for the Carus Dental chain in Killeen (shown here) and the Houston area. He denies wrongdoing. (Andy Jacobsohn/Staff Photographer)

'Doesn't make sense'

In interviews, Morris said he felt terrible about the Las Vegas deaths but wasn't at fault.

"Trust me, you still second-guess yourself," he told us. "It's a devastating occurrence that I hope no one ever, ever has to experience."

Morris also denied responsibility for injuries suffered by several other patients. All told, the harm has led to confidential legal settlements and one court judgment totaling over $2 million.

If he had correctly filled out an online form when renewing his Texas license last year, the state might have made specific inquiries about him to the National Practitioner Data Bank or elsewhere. But Morris clicked "no" when asked whether he'd been disciplined elsewhere.

"It was inadvertent," he told us. "I don't have anything to hide."

Morris said a Texas dental board official alerted him to the misstatement in the latter part of 2015. "I addressed the issue," he said, "and I don't think it is an issue any more."

He said the official was a board member — in other words, a gubernatorial appointee, not an agency employee. He would not identify the person.

Advertisement

Nycia Deal, the agency's top lawyer, said Morris' account "doesn't make sense." The agency's ethics policy prohibits board members, in most situations, from communicating privately with someone whose conduct is a "matter before the board."

Deal said that if Morris' account were true, "that's a big problem."

Morris and other dentists whose cases we reviewed obtained licenses in multiple states before getting in trouble. Once they came under investigation, they moved.

We also identified dentists who secured a license in one state after another state found them unfit.

Take the case of Dr. Thomas Teich, who served prison time for bilking insurers and was long barred from practice in Arizona. Regulators there said he endangered patients with the fraud and had "a history of cocaine dependence."

Then, in 2002, California licensed Teich even though he disclosed his past. State officials called their decision a "mistake" — after learning that patients had been illegally sedated at his suburban Los Angeles office, leading to one death.

Teich surrendered his license in 2014. We could not locate him or his lawyer for comment.

Missouri has granted licenses to at least two dental castoffs in recent years, while publishing limited summaries of their past misdeeds.

One had been shut out of three other states, for reasons ranging from personal drug abuse to oversedating patients. The other's history included alcohol abuse, arson, attacking police and failing to aid a patient he'd injured.

Broken jaws

Morris obtained his Texas license in 1997, after a decade of basic and advanced training at Meharry
School of Dentistry, in Nashville, Tenn. He went to work near Fort Hood, the massive Army post in Central Texas, and got a Nevada license in 2000.

Then he moved to Las Vegas, where malpractice allegations soon dogged him.

The legal trail started in 2002, when a patient suffered a broken jaw and severed nerve while Morris extracted teeth. A lawsuit accused him of botching repair of the injuries, leading to severe long-term pain and more surgeries.

Later that year, Morris' boss accused him of safety breaches and fired him. One issue was failure to protect a patient's airway with a gauze "throat pack," Dr. Eric Skinner wrote in a termination letter.

"What if, because there was no throat pack, the patient should aspirate a tooth?" said the letter, which was disclosed in the lawsuit. "There would be no defense."

The letter said Morris also verbally abused assistants, let one of them remove teeth, and failed to document patients' vital signs.

He started his own Las Vegas-based practice. Soon, according to another lawsuit, he failed to diagnose a post-surgical infection, leading to "dead bone," a broken jaw and "lengthy intravenous antibiotic therapy."

Morris denied wrongdoing in both broken-jaw cases. They resulted in out-of-court financial settlements. He told us that insurers often believe it's cheaper to settle than fight and can act without a client's permission.

Insurers must report malpractice payments to the National Practitioner Data Bank, and Nevada regulators could see information about the two jawbreak cases. But the State Board of Dental Examiners took no public action against Morris.

The board should not have allowed him to keep treating patients, Skinner told us.

He was "a bomb waiting to go off," the now-retired dentist said. "I wouldn't let him work on my dog."

Advertisement
Kaila Foster suffered a facial burn when Morris treated her in California before the Las Vegas deaths. (Family photo)

Burned face

Morris' earning opportunities grew over the years. He sometimes flew back to Texas to perform surgeries. He became a part-time instructor at the University of Nevada's dental school in Las Vegas.

In 2008, he obtained a dental license in California and began taking jobs there, too. Kaila Foster was one of his patients, in the Sacramento suburb of Folsom.

She was supposed to have her four wisdom teeth pulled in July 2008, before starting her senior year in high school.

Foster's mom, Tamara Kurtovich, said she met Morris for the only time as he prepared to administer sedation. Soon, an aide came to the waiting room and told her to park by the back door.

A dental assistant brought out Foster in a wheelchair. Only one tooth had been extracted.

"She was so doped up she couldn't walk," Kurtovich told us. "She was crying."

They settled the teen into the car. Then, she recalled, the assistant said, "Oh, by the way, she accidentally was burned a little on the face."
Kurtovich said she got behind the wheel and "looked over at her and was like, 'Oh my God.'"

Morris had "allowed a hand-piece to become overheated," according to records in a lawsuit she filed. "This drill contacted plaintiff's lip, gums and chin causing a severe facial burn with permanent scarring."

In a court filing, Morris denied wrongdoing. He told us the burn was small and "not malpractice."

The dentist said he lacked insurance in California and personally paid to settle the case, according to Kurtovich's lawyer, Todd Osborne. Morris told us that he did have insurance but chose to pay a small settlement himself.

Foster said she endured teasing "about being the Joker's cousin" — a reference to the Batman character's scarred face. The cruelty faded with time, as did the burn mark.

But, she added, "I'll always have it."

Suba, a casino maintenance worker, had a fatal heart attack after Morris sedated him. (Family photo)

First death

Rene Suba was a 57-year-old casino maintenance man whose quick smile had fallen victim to oral disease. He was in pain. And one morning in March 2011, relatives told us, he suddenly decided to have his 12 remaining natural teeth pulled.
Come on in, said a Las Vegas dental office where he’d been treated before. There’s an oral surgeon contractor available this afternoon.

Dental records say Morris initially gave Suba an intravenous injection of five milligrams of Versed, a potent sedative. That’s twice the recommended maximum initial dose for a healthy adult receiving no other sedatives, according to a drug package warning.

Suba was getting another sedative, nitrous oxide gas. Also, he told Morris he had asthma and high blood pressure that medication controlled, the dental records note.

Trust me, you still second-guess yourself. It’s a devastating occurrence that I hope no one ever, ever has to experience.”

Dr. Craig Morris on how he felt after the Las Vegas deaths

Excessive doses of Versed “may result in respiratory depression, airway obstruction and/or arrest,” the warning says. Dental patients and others undergoing upper-airway procedures “are particularly vulnerable.”

Suba vomited a clear liquid after the first extraction, according to dental records. It’s unclear why, although both sedatives are known to nauseate a small percentage of patients. Morris suctioned the fluid, but Suba began struggling to breathe.

Morris injected a drug to counteract the Versed, provided artificial respirations and gave Suba puffs from an inhaler, the records say. Yet his oxygen levels kept falling. Morris called 911 after about 16 minutes, concluding that the patient was having a severe asthma attack.

Suba died after nine days in a coma, surrounded by his wife and three daughters. Two autopsies concluded that he had suffered a heart attack, but they disagreed about why.

First, a doctor associated with the Subas’ funeral home performed an autopsy without seeing the dental records. She concluded that Suba had died naturally, with clogged arteries causing the heart attack.

Then the county medical examiner ruled the death an accident. His report said asthma, potentially exacerbated by the sedatives, led to oxygen deprivation. That, in turn, caused the heart attack.

Eventually, Nevada’s dental board described a third scenario: that Suba had struggled to breathe because he’d inhaled vomit — and didn’t receive appropriate emergency treatment.

His relatives said that, given the divergent explanations, they couldn’t find a lawyer to represent them. They received no compensation from the dentist.

Morris told us that he injected “a very small amount of anesthesia.” Death, he said, stemmed from heart and lung problems “that I was not aware of.”

Advertisement
Kimberly Ortiz, a casino security guard, choked to death on gauze after Morris sedated her. (Family photo)

Second death

In May 2011, two months after Suba's death, Nevada's dental board told Morris it was investigating. Meanwhile, another of his patients had been injured: a boy at a Dallas-area office from whom four teeth were mistakenly pulled.

Morris unquestioningly followed faulty instructions from a referring dental office, said the patient's lawyer, Rodney Gappelberg. He should have asked about "removing healthy and descended molars in a teen undergoing orthodontic treatment and leaving untouched the wisdom teeth-molars that are routinely extracted."

The dentist told us: "I did only what they asked me to do." The dental offices paid an undisclosed amount to settle a resulting lawsuit, while he paid nothing.

As the Nevada investigation continued, two more patients were harmed in the first half of 2012.

First, a Las Vegas man's jaw broke during a wisdom tooth extraction. He was left in pain for hours because the dentist lacked proper repair supplies, a lawsuit alleged. Morris didn't file a response and was recently found liable by default.
He told us he relied on his malpractice insurer to handle that case. “If they didn’t respond,” Morris said, “I have nothing to do with that.”

Then another Las Vegas extraction led to the death of Kimberly Ortiz, a feisty 29-year-old casino security guard who lived with her young son and her grandmother.

She choked to death on gauze.

Morris blamed this death on paramedics. He said he called 911 when Ortiz began struggling to breathe because of “a reaction to a medication I gave — again, a very small amount.”
Authorities didn’t disclose the first death to Ortiz’s mother and grandmother, Deborah Dean and Irene
Evans. They received this plaque of honor from the victim’s employer. (Michael Ainsworth/Staff Photographer)

The dentist told us that he removed the only gauze he’d put in her mouth. Then, “when EMS transported the patient, they put the gauze in there because she was bleeding.”

Ortiz died at a hospital the next day.

The death certificate, signed by the medical examiner, makes no mention of paramedics’ actions. It lists the dental office as the place of injury. And Morris’ insurance company paid a settlement without a lawsuit being filed.

Nevada’s investigation expanded because of Ortiz’s death. And in July 2012, Morris gave up his sedation license.

“What the board basically said is that if you voluntarily surrender the license,” Morris told us, “it is not reportable to the National Practitioner Data Bank.” So other states couldn’t see what had happened, even if they tried.

States must report surrenders that occur after health care workers know they’re facing disciplinary investigation, database rules say.

But the Nevada dental board’s executive director, Debra Shaffer-Kugel, said no surrender occurred. She said Morris’ permit was instead “unconditionally relinquished” — a term that has no legal definition in Nevada.

“Our board is compliant,” Shaffer-Kugel told us. Data Bank officials said they would conduct an inquiry.

We found that many other states also use terms that are considered non-disciplinary, allowing them to avoid reporting to the federal database. For example, Arizona has sent dentists "letters of concern" that tell them to “only write prescriptions appropriate for dental treatment” and “be more aware of IV sedation failure.”

The only consequence for not reporting is being publicly identified as noncompliant. Nevada, like almost all other states, is currently listed as being in good standing.

It should have filed a report about Morris in 2012, said Robert Oshel, a former associate director for research at the Data Bank.

Not doing so “may have made it easier for the board to get the dentist to agree to stop practicing in Nevada,” he told us. But “it put the residents of all other states at some degree of risk.”
Suba’s widow, Julieta Suba, recalled why he wanted his teeth replaced with dentures: “He said he couldn’t smile” any more because of oral disease. (Michael Ainsworth/Staff Photographer)

‘We were shaking’

Morris has been working in recent years for the Carus Dental chain, which has offices in the Austin and Houston areas. Its president, Dr. M. Ray Scott, did not respond to our interview requests.

In early 2014, Nevada’s dental board signed a public disciplinary deal with Morris. It cited “substantial evidence” that he mismanaged both death cases. Alleged violations included failure to monitor or record vital signs, using inappropriate doses of rescue drugs, not inserting a breathing tube and not calling 911 promptly.

Morris agreed to wait 18 months before seeking a new anesthesia permit, to pay about $25,000 in investigative costs, and to take 10 hours of supplemental education. If practicing in Nevada, he must be on probation for four years and take emergency-management classes annually during that time.

Two of Suba’s daughters attended the meeting at which board members approved the deal. Only then did they learn of the second death, and only by poring over a 19-page legal document in a room full of strangers.

“We were in complete shock,” Justine Suba said, “to the point we were shaking.”

Relatives of Ortiz did not attend. No one told them of the first death until several months later, when we called.

Ortiz’s mother wondered how things might have turned out if the state’s initial investigation had gone faster or been public. “Maybe I could have talked her into doing something else,” Deborah Dean said.

Morris didn’t go to the meeting, either. His attorney did, though, and she answered a board member’s question about how Texas would learn of the disciplinary action.

She “indicated that Dr. Morris is required to report it to Texas” and that Nevada would notify the federal Data Bank, meeting minutes say.

Nevada suspended Morris’ dental license in early 2015, citing failure to comply with the supplemental-education requirement. He told us that he had complied, was unaware of the suspension and would seek to undo it.

This action did not appear on the monthly lists that Texas says it checks, although the underlying 2014 deal did. Morris’ record in this state remained spotless until mid-November. Then, after we began asking questions, his license here was also suspended.

Texas dental board officials accused the dentist of fraud for failing to disclose his discipline in Nevada over the deaths. Letting him continue treating patients, the suspension order says, “would constitute a clear, imminent or continuing threat.”

But three weeks later, in early December, Morris remained on the Carus Dental website. We called to inquire, and a receptionist said he was still working there.

Editor’s note: Because of incorrect information provided by federal officials, an earlier version of this story mistakenly reported that no states use the National Practitioner Data Bank’s constant, automatic service to monitor their dentists.

Author: Brooks Egerton

Editor: Dave Hiott

Producer: Jon McClure
Copy Editor: Jane Baskett
Photographers: Michael Ainsworth, Andy Jacobsohn, Tom Fox, Vernon Bryant and Brian Elledge
Photo Editor: Guy Reynolds
Video: Brian Elledge, Michael Ainsworth and David Guzman
Data Editor: Daniel Lathrop
Illustrations: Michael Hogue
Designers: John Hancock and Michael Apuan
Disciplinary Committee to make recommendation to Board regarding reinstatement of License

• Craig Morris, DDS
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Full Name: Morris, Craig Steven, DDS

Primary Office Address: 7260 S Rainbow Blvd, Suite 104

City, State Zip: Las Vegas, NV 89118

Office Phone:

License Number: S2-31

License Date: 09/08/2000

Status: Revoked-Non Renewal

Expiration Date: 06/30/2017

Graduated From: Meharry Medical College

Graduation Date: 12/31/1991

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https://online.nvdental.org/
Debra Shaffer-Kugel  
Executive Director, Nevada State Board of Dental Examiners  
6010 S. Rainbow Blvd., Suite A  
Las Vegas, Nevada 89118  

RE: Petition to Reinstat e License for Non-Renewal & Review of terms and conditions of Disciplinary Stipulation

Dear Director Shaffer-Kugel:

Please accept this letter of Petition to Reinstat e license number S2-31. I am in receipt of your correspondence dated July 9, 2019 regarding this matter. As you are aware, I reluctantly entered into an agreement with the Nevada State Board of Dental Examiners in January of 2014.

As a means of attempting to avoid “misunderstandings”, my attorney and I maintained open and extended dialogue with Mr. John Hunt throughout this process. In addition, I and my attorney have retained pertinent records and correspondences pertaining to any communication between Mr. Hunt and my attorney, Lisa Rasmussen. As a result, I have taken the liberty of again providing you and the Nevada State Board of Dental Examiners proof that ALL financial and remedial obligations have been met in accordance with the entered agreed stipulation and verified by Mr. John Hunt.

Please be advised that after providing the enclosed information to the NSBDE through Mr. Hunt, the ONLY stipulation which had not been met was 4 Hours of Records Keeping (live) and 3 Hours of Informed Consent (live). Permission was granted to complete both course by you personally, and both courses were completed in a timely fashion and in complete accordance with the entered agreed stipulation. Proof of completion was provided to you and Mr. Hunt directly from the respective instructors. After receiving written verification that the remaining course work had indeed been completed, I was informed through my attorney by you that a “reinstatement fee” of $300.00 must be remitted in care of the NSBDE. This was not anticipated or part of the agreement, since my license was never supposed to be placed on suspension or revoked during this process, but rather placed on probationary status. I however hand delivered payment in the requested amount and was subsequently informed that all academic and financial obligations had been met.

Since entering into the agreement with the NSBDE, the following things have occurred:

1. I have been accused of not making the last payment required to cover the “cost” of the investigation into my case. As a result, my license was placed in a “suspension” status.
2. Proof of remittance of all required payments was provided to Mr. Hunt in the form of cancelled checks, clearly demonstrating dates cashed and therefore dispelling the myth that all payments had not been received in a timely fashion.

3. Governor’s Audit was conducted, and its conclusion clearly stated that I was overcharged for the “investigation” by over Twelve Hundred Dollars (please see Governor’s Inquiry).

4. I have been wrongfully accused not completing the required number of hours of remedial education and not completing the required content. Written documentation has been submitted, reviewed and approved by both John Hunt, Esq. and the Executive Director. Upon careful review of the documentation provided, it was determined that I was lacking the required hours of education in Records Keeping and Informed Consent. Subsequent completion of the required live hours in both subject matters were completed, proof of completion was submitted in writing and my license was activated without further scrutiny or prejudice.

5. Up until the last renewal period, my license remained active and I continued to practice as an associate within the state of Nevada as agreed by stipulation. A conscious decision was made not to renew during this period. The NSBDE is fully aware of the difficulties in obtaining gainful employment when a licensee has a stipulation attached to their license. It should be noted that my probationary status ended in 2018 as agreed upon by NSBDE and me.

6. Basic Life Support (BLS) was maintained as required in the form of Advanced Cardiac Life Support (ACLS) and/or Pediatric Advanced Life Support (PALS). Please be advised that in order to obtain ACLS and/or PALS, one must have completed and maintained BLS. Because of the level of anesthesia, I may provide, ACLS/PALS is required. Proof of maintenance has been repeatedly been provided to and verified by Mr. Hunt as required by the NSBDE stipulation.

7. As a result of this on-going process, my life has been ruined. I have lost all worldly goods, my wife and have little hope of ever regaining viable employment within the state of Nevada.

As a result, I am requesting the following occur:

1. Reinstatement of my license to practice and anesthesia permit in the state of Nevada with no further action or stipulation attached.

2. Any and all fees associated with reinstatement be extracted from the overpayment made to the state.

3. State of Nevada consider this and all matters pertaining to this subject closed and all requirements fulfilled by said licensee.

4. License S2-31 be reported as active and in good standing to the appropriate website and the National Practitioner Data Bank.

As always, I offer my sincere thanks to the NSBDE and to you personally. If I can be of further service to you or any further information is required, please feel free to contact me at your convenience.
Respectfully,

Craig S. Morris, D.D.S.
Oral & Maxillofacial Surgeon
Diplomate, American Society of Dental Anesthesiology
Fellow, American College of Dental Anesthesiology

Enclosure

CSM

Cc: Attorney Lisa Rasmussen
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS

Complainant

vs.

Craig S Morris, DDS

Respondent

CASE NO. 74127-02457

ORDER OF REINSTATEMENT

On January 30, 2015, the Nevada State Board of Dental Examiners issued an Order of Suspension for the failure to complete the ten (10) additional hours of continuing education pursuant to Paragraph 20(e) of the Disciplinary Stipulation Agreement approved by the Board on January 24, 2014.

On November 10, 2016, the Board received the submission of the certificates of completion for the ten (10) hours of additional continuing education and the reinstatement fee of $300.00. Therefore, effective November 10, 2016, your license to practice dentistry in the State of Nevada is hereby reinstated to active status and pursuant to the terms and conditions of the Disciplinary Stipulation Agreement dated January 24, 2014.

DATED this 10th day of November, 2016

Debra Shaffer-Kugel, Executive Director
Stipulation Agreement
Approved 01/24/2014

Craig Morris, DDS
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF
DENTAL EXAMINERS,

Complainant,

vs.

CRAIG S MORRIS, DDS

Respondent,


case no. 16-74127-02457

ORDER OF SUSPENSION

On January 24, 2014, you entered into a Disciplinary Stipulation Agreement with the Nevada State Board of Dental Examiners. Pursuant to Paragraph 20(g)(II) you agreed to reimburse the Board the cost of the investigation in the amount of Twenty Four Thousand Five Hundred Fifty Dollars ($24,550.00) you agreed to twenty two (22) consecutive monthly payments in the amount of $869.47. The payment of $869.47 due on January 1, 2016 has not been received.

Please be advised, the Board has issue two (2) previous Orders of Suspension. The first one issued January 30, 2015 for failing to comply with the terms and conditions of Paragraph 20(e) in where you agreed to complete an additional ten (10) hours of supplemental education and on May 13, 2015 the Board issued an Order of Suspension, for failing to submit the required reimbursement payment of $869.47 on or before May 1, 2015 to include, the reinstatement fee and $25.00 for each day you are in default. The late payment resulted in a default payment of $75.00 currently owed to the Board. Correspondence sent to you each month has noted the default amount of $75.00.

Therefore, your failure to submit the required payment of January 1, 2016 as set forth in Paragraph 20(g)(II) and pursuant to Paragraph 20 (h) shall result in the issuance of an additional Order of Suspension. Please be advised, effective immediately your license to practice dentistry in the State of Nevada is hereby suspended. You shall cease and desist from
practicing dentistry in the State of Nevada. Should you practice dentistry in this state, 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 15th day of January, 2016

NEVADA STATE BOARD OF DENTAL EXAMINERS

DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR

Nevada State Seal
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS, )
) CASE NO. 15-74127-02457
) Complainant, )
) )
) vs. ) ORDER OF SUSPENSION
) )
) CRAIG S MORRIS, DDS )
) )
) Respondent, )
) 

On January 24, 2014, you entered into a Disciplinary Stipulation Agreement with the Nevada State Board of Dental Examiners. Pursuant to Paragraph 20(g)(II) you agreed to reimburse the Board the cost of the investigation in the amount of Twenty Four Thousand Five Hundred Fifty Dollars ($24,550.00) you agreed to twenty two (22) consecutive monthly payments in the amount of $869.47. The payment of $869.47 due on May 1, 2015 was not received.

Therefore, your failure to submit the required payments as set forth in Paragraph 20(g)(II) and pursuant to Paragraph 20 (ii) shall result in the issuance of an Order of Suspension. Please be advised, effective immediately your license to practice dentistry in the State of Nevada is hereby suspended. You shall cease and desist from practicing dentistry in the State of Nevada. Should you practice dentistry in this state, 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 13th day of May, 2015

NEVADA STATE BOARD OF DENTAL EXAMINERS

Nevada State Seal

DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR
BEFORE THE NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS,

Complainant,

vs.

Craig S Morris, DDS
Respondent,

ORDER OF SUSPENSION

15-74127-02457

On January 24, 2014, at a properly notice meeting of the Nevada State Board of Dental Examiners, the Disciplinary Stipulation Agreement you entered into with the Board was adopted. Pursuant to Paragraph 20(e) you agreed to an additional ten (10) hours of supplemental education in addition to the required continuing education for licensure renewal. The ten (10) additional hours shall be completed within twelve (12) months from adoption of the disciplinary stipulated agreement and must be completed in the following areas: Six (6) hours related to anesthesia recordkeeping and Four (4) hours related to informed consent. The Board records show you have not submitted a request for approval of the required continuing education and have not submitted certificates of completion.

Therefore, based upon your failure to comply with Paragraph 20(e) your license to practice dentistry is hereby SUSPENDED effectively immediately. You shall cease and desist from practicing dentistry in the State of Nevada. Should you practice dentistry in the State of Nevada, 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 30th day of January, 2015

NEVADA STATE BOARD OF DENTAL EXAMINERS

DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR
STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

Case No. 74127-02457

DISCIPLINARY STIPULATION AGREEMENT

NEVADA STATE BOARD OF DENTAL EXAMINERS,

Complainant,

vs.

CRAIG S. MORRIS, DDS,

Respondent.

IT IS HEREBY STIPULATED AND AGREED by and between CRAIG S. MORRIS, DDS (hereafter “Respondent” or “Dr. Morris”) present and represented by his counsel of record, LISA RASMUSSEN, ESQ., and the NEVADA STATE BOARD OF DENTAL EXAMINERS (hereafter “Board”), by and through THOMAS MYATT, 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 Disciplinary Stipulation Agreement (“Stipulation Agreement” or “Agreement”):

1. On March 7, 2011, the Board received Respondent’s written notification dated March 4, 2011, regarding PATIENT A.¹

¹NRS 629.061(5) and (6) provide as follows regarding health care records and their use in public hearings:
5. Records made available to a representative or investigator must not be used at any public hearing unless:
   (a) The patient named in the records has consented in writing to their use; or

Respondent’s initials
Respondent’s Attorney’s initials
2. Via notice dated May 23, 2011, the Board notified Respondent at a properly noticed meeting on May 6, 2011, and pursuant to Agenda item 5(a)(11), it had authorized an investigative complaint regarding whether Respondent violated NAC 631.2237 and NAC 631.155, relative to PATIENT A. On June 15, 2011, the Board received Respondent's written response (w/attachments) dated June 8, 2011, in response to the notice of authorized investigation relative to PATIENT A.

3. On July 2 and 3, 2012, the Board notified Respondent it had been brought to the Board's attention that a certain event may have occurred at his office recently requiring reporting as set forth in NAC 631.155.

4. On July 9, 2012, the Board notified Respondent it was in receipt of written notification from Dr. Callaway-Nelson in accordance with NAC 631.155 of an occurrence on June 19, 2012, at the office of Dr. Callaway-Nelson regarding Respondent's patient, PATIENT B. The Board's July 9, 2012, correspondence also advised that the authorized investigation regarding PATIENT A has been expanded, pursuant to NAC 631.250, to include PATIENT B.

5. On July 11, 2012, the Board received medical records of PATIENT A and PATIENT B from AMR, copies of which were provided to Respondent on July 11, 2012. On July 11, 2012, the Board received from the Office of the Coroner reports regarding PATIENT A, copies of

(b) Appropriate procedures are utilized to protect the identity of the patient from public disclosure.

6. Subsection 5 does not prohibit:
(a) A state licensing board from providing to a provider of health care or owner or operator of an ambulance against whom a complaint or written allegation has been filed, or to his or her attorney, information on the identity of a patient whose records may be used in a public hearing relating to the complaint or allegation, but the provider of health care or owner or operator of an ambulance and the attorney shall keep the information confidential.

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Respondent's initials

Respondent's Attorney's initials
which were provided Respondent on July 12, 2012.

6. On July 16, 2012, the Board received correspondence from Respondent on July 10, 2012, regarding PATIENT B.

7. The Board received Respondent’s correspondence dated July 17, 2012, from Respondent advising, in pertinent part:

   Effective immediately, I hereby unconditionally relinquish my General Anesthesia Permit #GA-021. It is understood the relinquishment of my General Anesthesia Permit #GA-021 is not an adverse event reportable to the National Practitioner Data Bank. I acknowledge in the event I should administer either General or Conscious Sedation subsequent to the execution of this correspondence such conduct may be deemed unprofessional conduct.

   I understand in order to administer General Anesthesia in the future I must reapply pursuant to NAC 631.2213 for a permit.

   (emphasis in original).

8. On July 24, 2012, the Board received from St. Rose Dominican Hospital records regarding PATIENT A, copies of which were provided Respondent on July 24, 2012.


10. On July 28, 2012, the Board received from the Office of the Coroner reports regarding PATIENT B, copies of which were provided Respondent on July 30, 2012.
11. On August 3, 2012, the Board provided Respondent copies of medical records it received from Centennial Hospital regarding PATIENT B.

12. On September 5, 2012, the Board sent Respondent correspondence regarding NAC 631.350 and the failure of a party to answer complaint.

13. On September 12, 2012, the Board received Respondent’s written response dated September 10, 2012, in response to the notice of authorized investigation regarding PATIENT B.

14. On February 8, 2013, the Board received additional material from Respondent dated February 6, 2013.

15. Via Notice of Complaint & Request for Records dated March 4, 2013, the Board notified Respondent of a verified complaint brought on behalf of PATIENT A. On March 12, 2013, the Board received Respondent’s written response dated March 8, 2013, to the verified complaint brought on behalf of PATIENT A.

16. Based upon the limited investigation conducted to date, Disciplinary Screening Officer, Thomas P. Myatt, 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 P.2d 497, 498 (1986); and see Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS 233B.135(3)(e), but not for any other purpose, including any other subsequent civil action, believes there is substantial evidence Respondent violated NRS 631.3465(4) as follows regarding PATIENT A:

Respondent’s initials

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Respondent’s Attorney’s initials
a. Dr. Morris provided incomplete documentation of deep sedation/general anesthesia on PATIENT A. According to indicated AAOMS guidelines regarding therapeutic parameters for care it is recommended that patients be continuously supervised, monitored and have documentation on at least a five minute interval in the anesthetic record, including ventilation and oxygenation during the administration of anesthesia, continuous pulse oximetry during both the intraoperative and recovery period with appropriate alarm settings established, and continuous monitoring of heart rate, blood pressure and respiration, with EKG continuously displayed and/or recorded until the patient leaves the operation room with written documentation of its use in the anesthetic record. Except for preoperative vital signs, there is no written documentation regarding the above in PATIENT A’s anesthetic record at five (5) minute intervals, as required. Dr. Morris even indicates in his narrative that times were approximate.

b. Besides the failure to adequately record cardiovascular and respiratory vital signs in the chart, there is no record of what time and/or spacing emergency drugs were administered.

c. Dr. Morris failed to respond in a timely manner in calling EMS. From the time that the patient regurgitated clear stomach fluid and aspirated prior to the time EMS called, approximately 14 minutes had elapsed. Apparently 10 more minutes transpired before EMS arrived and transported to the patient to the hospital. This was approximately 25 minutes or more if these times are approximate before EMS arrived at the scene. Dr. Morris notes that PO2 saturations were in the mid 60's/70's for a period of 14 minutes, before EMS was notified.

d. In regards to the emergency algorithm for emesis and aspiration there is no mention in Dr. Morris’ account that the patient was placed in Trendelenburg
position with head down at least 15 degrees and rolled to the right side—position that would have allowed gravity to help the aspirant move towards the pharynx rather than down into the lungs. Although suctioning of the pharynx and hypopharynx of the vomitus was indicated, lack of positioning could have allowed the emesis to continue traveling to both right and left tracheal bronchial trees.

e. In regard to the emergency algorithm for bronchospasm, this patient aspirated clear stomach fluid causing signs similar to an acute asthma attack. These include dyspnea, laryngospasm (partial airway obstruction), cyanosis and hypoxia. All signs admitted to by Dr. Morris in his answer submitted to the Board.

The recommended treatment for an unresponsive patient who is having a bronchospasm from aspiration is to give epinephrine .3-.5 mg (1:1000 soln) intramuscularly or subcutaneously and should the patient continued to deteriorate, as Patient “A” continued to deteriorate the appropriate course of treatment is to intubate the patient. Dr. Morris inappropiate course of treatment was to give Patient “A” a cardiac dose (1mg) of epinephrine twice, which should be given only if the patient is suspected to have an acute anaphylaxis and hypotension or cardiac arrest. This was not the case, Patient “A” was in fact was having bronchospasm secondary to aspiration, not acute anaphylaxis secondary to an allergic reaction. In addition Dr. Morris’s attempts to intubate the patient twice failed because Dr. Morris administered an incorrect dose of succinylcholine (20mg given v 100-120 mg recommended). Failure to intubate Patient “A” by not administering the appropriate dose of succinylcholine was a contributing factor that resulted in Dr. Morris failure properly control the airway and oxygenate
Patient “A”.

17. Applying the administrative burden of proof of substantial evidence as set forth in State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS 233B.135(3)(e), Respondent admits, but not for any other purpose, the Board has substantial evidence that Respondent violated NRS 631.3475(4) and NAC 631.2225 as more fully addressed in Paragraph 16 above regarding PATIENT A.

18. Based upon the limited investigation conducted to date, Disciplinary Screening Officer, Thomas P. Myatt, 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 P.2d 497, 498 (1986); and see Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS 233B.135(3)(e), but not for any other purpose, including any other subsequent civil action, believes there is substantial evidence Respondent violated NRS 631.3475(4) and NAC 631.2225 as follows regarding PATIENT B:

a. PATIENT B was a moderately obese (almost morbidly obese) 29 year old female Hispanic who had acid reflux, seasonal allergies, and a childhood history of Asthma. Contrary to Dr. Morris’ opinion that Patient “B” was “mildly obese” and a ASA Classification II patient, disciplinary screening officer is of the opinion she was a ASA Class III patient.

b. Dr. Morris’ anesthetic record did not conform to AAOMS standards and requirements, nor did Dr. Morris’ anesthetic record conform to the NSBDE Anesthesia Committee requirements. These failures to conform include, but are not limited to: no anesthesia, surgery, start times, or end times; incomplete vital
signs and monitoring of blood pressure, heart rate, oxygen saturation, EKG at a minimum of every 5 minutes; and no record of when 911 was called; no times the emergency drugs were given; no vital signs when the emergency drugs were given; no interval between drugs.

c. The algorithm for difficult airway protocol was not followed completely. In retrospect, Dr. Morris should have attempted intubation with a laryngoscope. Also in retrospect, the algorithm was not followed because no surgical emergency intervention such as cricothyrotomy was attempted.

d. The algorithm for basis BLS for adult was not followed:
   1. Unresponsive – no breathing or normal breathing.
   2. Active emergency response system, in other words call 911.
   3. Check pulse, was not followed. There was no pulse check at least for 10 minutes until paramedics arrived, and 911 was not called for at least 10 minutes.

19. Applying the administrative burden of proof of substantial evidence as set forth in State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS 233B.135(3)(c), Respondent admits, but not for any other purpose, the Board has substantial evidence that Respondent violated NRS 631.3475(4) and NAC 631.2225 as more fully addressed in Paragraph 18 above regarding PATIENT B.

20. Based upon the limited investigation conducted to date, the findings of the Disciplinary Screening Officer, Thomas P. Myatt, DDS, and the Respondent’s admissions contained in Paragraphs 17 (re: PATIENT A) and 19 (re: PATIENT B) above, the parties have agreed to

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resolve the matters addressed above regarding two (2) authorized investigations and verified complaint pursuant to the following terms and conditions:

   a. As referenced above in Paragraph 7, The Board received Respondent’s correspondence dated July 17, 2012, from Respondent advising, in pertinent part:

       Effective immediately, I hereby unconditionally relinquish my General Anesthesia Permit #GA-021. It is understood the relinquishment of my General Anesthesia Permit #GA-021 is not an adverse event reportable to the National Practitioner Data Bank. I acknowledge in the event I should administer either General or Conscious Sedation subsequent to the execution of this correspondence such conduct may be deemed unprofessional conduct.

       I understand in order to administer General Anesthesia in the future I must reapply pursuant to NAC 631.2113 for a permit.

_id_ (emphasis in original). Upon adoption of this Stipulation by the Board, Respondent agrees to surrender his general anesthesia permit (GA-021) and site permit pursuant to NAC 631.160. Respondent is prohibited from administering conscious sedation, deep sedation or general anesthesia and Respondent shall not apply for permit(s) to administer conscious sedation, deep sedation, or general anesthesia for a period of eighteen (18) months. Respondent is also required to submit an informed consent form to the Board for approval and have same approved by the Board and Respondent shall complete a program subject to the approval of the Board of advanced training in anesthesiology and related academic subjects beyond the level of undergraduate dental school.

Upon receipt of substantial evidence Respondent has administering conscious sedation, deep sedation or general anesthesia without complying with the above and without the appropriate permit(s) for the same, Respondent agrees his license to practice dentistry in the State of Nevada shall be automatically revoked without any further action of the Board other than the issuance of an Order of Revocation by the Executive Director. Thereafter, Respondent may request in writing a hearing before the Board to reinstate Respondent’s license. However, prior to the full Board hearing, Respondent waives any right seek judicial review, including
injunctive relief from either the Nevada Federal District Court or the Nevada State District Court to reinstate his privilege to practice dentistry in the State of Nevada pending a final Board hearing. 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 license is automatically revoked.

b. Pursuant to NRS 631.350(1)(d), Respondent's dental practice shall be placed on probation for a period of forty-eight (48) months from the adoption by the Board of this Stipulation Agreement (sometimes referred to as "probationary period"). During the forty-eight (48) months probationary period, Respondent shall allow either the Executive Director of the Board and/or an agent appointed by the Executive Director of the Board to inspect Respondent's records during normal business hours without notice and be provided copies of the billing and patient records if requested by the agent assigned by the Executive Director regarding those patients who receive treatment during the probationary period to insure that no patient has received either conscious sedation, deep sedation, and/or general anesthesia without Respondent first complying with the provisions contained in Paragraph 20.a. Respondent shall provide copies of requested patient records, including but not limited to charts, billing and/or radiographs at Respondent's expense at the time of the inspection. During the above-referenced forty-eight (48) months probationary period the agent assigned by the Executive Director duties shall include, but not be limit to having unrestricted access to observe Respondent performing conscious sedation, deep sedation, and/or general anesthesia during normal business after Respondent has been issued a permit to administer either conscious sedation, deep sedation, and/or general anesthesia. During the probationary period, the duties of the agent assigned by the Executive Director shall include, but are not necessarily limited to, to contacting patients who have received conscious sedation, deep sedation, and/or general anesthesia.

c. In the event Respondent no longer practices dentistry in the State of Nevada prior to completion of the above-referenced forty-eight (48) months probationary period, the probationary period shall be tolled. In the event the probationary period is tolled because Respondent does not practice in the State of Nevada and the terms and conditions of this Stipulation Agreement are not satisfied (i.e., including completion of the probationary period) within sixty (60) months of adoption of this Stipulation Agreement by the Board, Respondent agrees his license to practice dentistry in Nevada will be deemed voluntarily surrendered with disciplinary action. Thereafter the Board's Executive Director without any further action or hearing by the Board shall issue an Order of Voluntary Surrender with disciplinary action and report same to the National Practitioners Data Bank.
d. During the above-referenced forty-eight (48) months probationary period wherein Respondent is practicing dentistry in the State of Nevada, after Respondent has complied with Paragraph 20 (a), Respondent shall maintain a daily log containing the following information for any patient(s) who receive conscious sedation, deep sedation, and/or general anesthesia:

i) Copy of the patient's medical history

ii) Copy of pre-anesthetic evaluation and assessment

iii) Copy of anesthetic record

The daily anesthesia log shall be made available during normal business hours without notice. In addition a copy of the daily anesthesia log shall be mailed to the Board office, no later than the fifth day of each preceding month during the probationary period. Failure to maintain and/or provide the daily anesthesia log upon request by an agent of the Board shall be an admission of unprofessional conduct. In addition failure to mail a copy of the daily anesthesia log by the fifth day of each preceding month during the probationary period shall be an admission of unprofessional conduct. Upon receipt of, substantial evidence that Respondent has either failed to maintain or has refused to provide the anesthesia file upon requested by an agent, the agent assigned by the Executive Director; or Respondent has refused to allow the agent assigned by the Executive Director to observe Respondent administering conscious sedation, deep sedation or general anesthetic; or Respondent has refused to provide copies of patient records requested by the agent assigned by the Executive Director, Respondent agrees his license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than the issuance of an Order of Suspension by the Executive Director. Thereafter, Respondent may request in writing a hearing before the Board to reinstate Respondents' license. However, prior to the full Board hearing, Respondent waives any right seek judicial review, including injunctive relief from either the Nevada Federal District Court or the Nevada State District Court to reinstate his privilege to practice dentistry in the State of Nevada pending a final Board hearing, 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 license is automatically suspended.

e. Pursuant to NRS 631.350(k), in addition to completing the required continuing education, Respondent shall obtain an additional ten (10) hours of supplemental education based upon the following hours:

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Respondent's Attorney's initials
1. Six (6) hours related to anesthesia recordkeeping.
2. Four (4) hours related to informed consent.

The supplemental education must be submitted in writing to the Executive Director of the Board for approval prior to attendance. Upon the receipt of the written request to attend the supplemental education the Executive Director of the Board shall notify Respondent in writing whether the requested supplemental education is approved for attendance. Respondent agrees fifty (50%) percent of the supplemental education in each category shall be completed through attendance at live lecture and/or hand on clinical demonstration, which include in-office education/training in record keeping and billing practices. The remaining fifty (50%) percent of the supplemental education in each category may be completed through online/home study courses. The cost associated with this supplemental education shall be paid by Respondent. All of the supplemental education must be completed with twelve (12) months of the adoption of this Stipulation Agreement by the Board. In the event Respondent fails to complete the supplemental education set forth in paragraph 20.e., within twelve (12) months of adoption of this Stipulation Agreement by the Board, Respondent agrees his license to practice dentistry in the State of Nevada may be automatically suspended 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 Respondent's license to practice dentistry in the State of Nevada will automatically be reinstated by the Executor Director of the Board, assuming there are no other violations of any of the provisions contained in this Stipulation Agreement. 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 20.e. 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 license is automatically suspended.

Respondent agrees to retake the jurisprudence test as required by NRS 631.240(2) on the contents and interpretation of NRS 631 and the regulations of the Board. Respondent shall have ninety (90) days, commencing upon the date of adoption of this Stipulation by the Board, to complete the jurisprudence test. Respondent upon adoption of this stipulation shall receive a user/name and password to enable Respondent to access the online Jurisprudence Examination. In the event Respondent fails to successfully complete the jurisprudence test within ninety
(90) days of the date of adoption of this Stipulation by the Board, Respondent agrees his license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than issuance of an order by the Executive Director. Upon successful completion of the jurisprudence test, Respondent’s license to practice dentistry in the State of Nevada will be automatically reinstated, assuming all other provisions of this Stipulation are in compliance. 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 4.a. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board seeks injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.

Pursuant to NRS 622.400, Respondent agrees to reimburse the Board for the cost of the investigation associated with the probationary period monitored addressed above in this Stipulation Agreement in the amount of TWENTY-FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS and 00/100 Dollars ($24,550.00). All payments shall be made payable to the Nevada State Board of Dental Examiners and mailed directly to 6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118:

I. Respondent agrees the first payment in the amount of FOUR THOUSAND FIVE HUNDRED FIVTY and 00/100 dollars ($4,550.00) is due within thirty (30) days from adoption of the Stipulation Agreement;

II. Respondent agrees to submit on the first day of each month thereafter for a period of 22 consecutive months, the sum of EIGHT HUNDRED SIXTY NINE and 57/00 dollars ($869.47); and

III. Respondent agrees to submit the final payment due on the first day of the final month, in the amount of EIGHT HUNDRED SIXTY NINE and 47/00 ($869.47).

In the event Respondent defaults on any of the payments set forth in Paragraph 20.g. Respondent agrees his license to practice 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 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’s initials

Respondent’s Attorney’s initials
Respondent is in default on the payment(s) of any of the amounts set forth in Paragraph 20.g. Upon curing the default of the applicable defaulted paragraphs 20.g., and paying the reinstatement fee, 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 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 from practicing dentistry during the period in which her license is suspended. Respondent agrees to waive any right to seek injunctive relief from either the Nevada Federal District Court or the Nevada State District Court to reinstate his license prior to curing any default on the amounts due and owing.

i. In the event Respondent fails to cure any defaults in payment within forty-five (45) days of the default, Respondent agrees the amount may be reduced to judgment.

j. Respondent waives any right to have the amount owed pursuant to paragraphs 20.g., and/or 20.i. discharged in bankruptcy.

k. During the above-referenced forty-eight (48) months probationary period wherein Respondent is practicing dentistry in the State of Nevada, Respondent shall renew annually (during each of the four (4) years of the probationary period) in Basic Life Support for Healthcare providers and Respondent shall also complete eight (8) hours of continuing education annually (during each of the four (4) years of probationary period) in the area of Management of Medical Emergencies.

With regards to the (8) hours of continuing education in the area of Management of Medical Emergencies, information regarding the same must be submitted in writing to the Executive Director of the Board for approval prior to attendance. Upon the receipt of the written request to attend the continuing education, the Executive Director of the Board shall notify Respondent in writing whether the requested continuing education in the area of Management of Medical Emergencies is approved for attendance. Respondent agrees fifty (50%) percent of the continuing education referenced in paragraph 20.k. shall be completed through attendance at live lecture and/or hand on clinical demonstration and the remaining fifty (50%) percent may be completed through online/home study courses.

The cost associated with the annual renewal in Basic Life Support for Healthcare providers and the continuing education in the area of Management of Medical
Emergencies during the probationary period as referenced above in paragraph 20.k. shall be the responsibility of Respondent.

Respondent shall complete and provide evidence/documentation he has successfully completed the annual renewal in Basic Life Support for Healthcare providers and the continuing education in the area of Management of Medical Emergencies to the Board by the following due dates for the four (4) year probationary period:

For year one: on or before June 30, 2014
For year two: on or before June 30, 2015
For year three: on or before June 30, 2016
For year four: on or before June 30, 2017

Respondent agrees that should he fail to comply with paragraph 20.k.'s requirements as more fully noted above, Respondent agrees his license to practice dentistry in the State of Nevada may be automatically suspended 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 compliance with paragraph 20.k. and paying the reinstatement fee 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 Agreement. 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 20.k. 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 license is automatically suspended.

CONSENT

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

22. 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

[Signature]
Respondent’s initials

[Signature]
Respondent’s Attorney’s initials
23. 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.

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

25. Respondent has reviewed the Stipulation Agreement with his attorney, LISA RASMUSSEN, ESQ., who has explained each and every provision contained in this Stipulation Agreement to the Respondent.

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

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

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

29. Respondent agrees in the event the Board adopts this Stipulation Agreement, he hereby waives any and all rights to seek judicial review or otherwise to challenge or contest the validity

Respondent's initials

Respondent's Attorney's initials
of the provisions contained herein.

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

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

32. Respondent acknowledges in consideration of execution of this Stipulation Agreement, Respondent hereby releases, remises, and forever discharges the State of Nevada, the Board, and each of their members, agents, employees and legal counsel in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have against any or all of the persons or entities named in this section, arising out the Authorized Investigations regarding Patients “A” and “B”.

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

34. This Stipulation Agreement will be considered by the Board in an open meeting. It is understood and stipulated the Board is free to accept or reject this Stipulation Agreement and if it is rejected by the Board, the Board may take other and/or further action as allowed by statute.

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Respondent’s initials

Respondent’s Attorney’s initials
regulation, and/or appropriate authority. This Stipulation Agreement will only become effective when the Board has approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such adoption shall be considered a final disposition of a contested case and will become a public record and shall be reported to the National Practitioner Data Bank.

DATED this 17th day of January, 2014.

Craig S. Morris, DDS
Respondent

APPROVED AS TO FORM AND CONTENT

By Lisa Rasmussen, Esq.
Attorney for Respondent, Craig S. Morris, DDS

APPROVED AS TO FORM AND CONTENT

By John A. Hunt, Esq.
Morris Polich & Purdy, LLP
Board Counsel

APPROVED AS TO FORM AND CONTENT

By Thomas P. Myatt, DDS
Disciplinary Screening Office

Respondent’s initials

Respondent’s Attorney’s initials
regulation, and/or appropriate authority. This Stipulation Agreement will only become effective when the Board has approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such adoption shall be considered a final disposition of a contested case and will become a public record and shall be reported to the National Practitioner Data Bank.

DATED this 24th day of January, 2014.

By
Craig S. Morris, DDS
Respondent

APPROVED AS TO FORM AND CONTENT

By
Lisa Rasmussen, Esq.
Attorney for Respondent, Craig S. Morris, DDS

APPROVED AS TO FORM AND CONTENT

By
John A. Hunt, Esq.
Morris Polich & Purdy, LLP
Board Counsel

APPROVED AS TO FORM AND CONTENT

By
Thomas P. Myatt, DDS
Disciplinary Screening Office

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Respondent's initials

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Respondent's Attorney's initials
BOARD ACTION

This Disciplinary Stipulation Agreement in the matter captioned as Nevada State Board of Dental Examiners vs. Craig S. Morris, DDS, case no. 74127-02457 was:

Approved    Disapproved

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

DATED this 5th day of Feb., 2014.

J. Gordon Kinard, DDS - President
NEVADA STATE BOARD OF DENTAL EXAMINERS
BOARD ACTION

This Disciplinary Stipulation Agreement in the matter captioned as Nevada State Board of Dental Examiners vs. Craig S. Morris, DDS, case no. 74127-02457 was:

Approved__________ Disapproved__________

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

DATED this ___ day of __________, 2014.

J. Gordon Kinard, DDS - President
NEVADA STATE BOARD OF DENTAL EXAMINERS

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Public Comment

- Lancette VanGuider
Hello, I am Lancette VanGuarder, speaking on behalf of the Nevada Dental Hygienists Association and I am the chair of the legislative committee.

We understand that the climate is changing daily with the COVID-19 pandemic and would like to discuss the impacts that this may have on the upcoming renewal cycle for dental hygienists in Nevada. We would like to express our concerns and offer some solutions that may help our workforce as well as the administrative staff of the board.

We have heard from our dental hygiene workforce that many are concerned about having ability to renew in the coming months due to the following issues:

1. All in person continuing education events have been cancelled around the country and most have not been rescheduled. We represent all hygienists in our state and some have expressed that they have geographical restrictions or generational preferences that may prohibit many from online trainings. Some also had planned for skills-based/hands-on workshops that are not offered virtually. With this pandemic hitting in the last 6 months of our renewal cycle it could make it extremely difficult for many providers to obtain the required continuing education needed for licensure renewal.

2. Due to state mandates and business closures, providers are unable to take CPR courses that are also required for license renewal.

3. The majority of dental hygienists are now unemployed and have been out of work, without pay. Many are concerned about when they are able to go back to work and if the necessary PPE will be available to work safely. And since Nevada has among the highest dental hygiene licensure fees in the country- this is a massive concern for our workforce.

Since the board does currently have a healthy and robust amount of money in reserves, The NDHA would like to offer two recommendations for consideration:

1. Provide a fee reduction for dental hygiene license renewals

2. Offer an extension for the June 30, 2020 renewal deadline
   -We appreciate the early conversations about a waiver, but the COVID 19 pandemic has evolved since these early discussions and now has affected every dental professional. The waiver could be a significant burden to the administrative team of the board, as well as the applicants that are already dealing with the many entities that they are attempting to get relief from.

We appreciate the opportunity to be the voice for the dental hygiene profession and the workforce in Nevada and thank you for your commitment to helping dental providers keep the public protected.