

NEVADA STATE BOARD  
of  
DENTAL EXAMINERS



DISCIPLINARY COMMITTEE  
TELECONFERENCE MEETING

APRIL 16, 2020

6:30 P.M.

**PUBLIC BOOK**

**Dr. Georgene Chase**

**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  
Georgene Chase, DDS

State of Nevada        )  
                                  :        ss.  
County of Washoe     )

On this 5<sup>th</sup> 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: 03-82541-2 - Expires June 24, 2023

Karen Kennedy  
Notary Public

## Melanie Bernstein Chapman

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**From:** Lyn Beggs [REDACTED]  
**Sent:** Thursday, May 2, 2019 4:42 PM  
**To:** Debra Shaffer; Melanie Bernstein Chapman  
**Subject:** Smile Restore/Georgene Chase DDS

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 10<sup>th</sup>. 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  
[REDACTED]

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**Debra Shaffer**

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

<="" td="">

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, )  
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 Complainant, )  
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 vs. )  
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 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; [REDACTED]

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 ██████████ file has all other items checked except for the signed comprehensive informed consent.

██████████:

- The informed consent form for implant treatment executed by ██████████ 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 ██████████ 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 ██████████ (office staff) who submitted the file as authorized by ██████████ informed the Board that they submitted the dental record to you to review prior to submitting the copies to the Board office, ██████████ 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).

[REDACTED]:

- 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).

[REDACTED]:

- 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, )  
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Complainant )  
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vs. )  
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GEORGENE B CHASE, DDS )  
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Respondent, )  
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CASE NO: 74127-02697

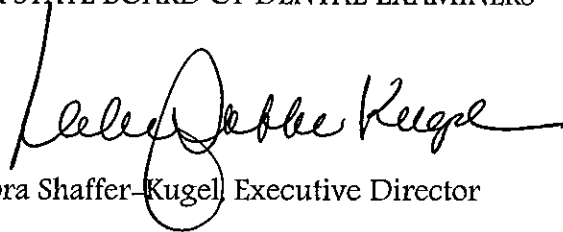
ORDER OF REINSTATEMENT

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 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.

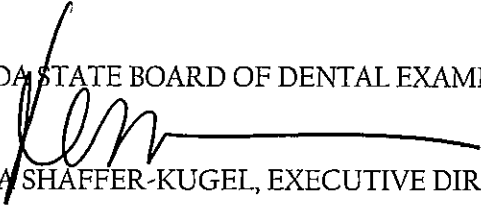
Please be advised, upon receipt of substantial evidence that you have violated the terms of Paragraph 23(H), you agree your license to practice dentistry in the State of Nevada shall be automatically revoked without any further action of the Board other than the issuance of an Order of Revocation by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

  
DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR

Nevada State Seal

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**STATE OF NEVADA**  
**BEFORE THE BOARD OF DENTAL EXAMINERS**

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NEVADA STATE BOARD OF DENTAL EXAMINERS,

Case No. 74127-02697

Complainant,

vs.

**DISCIPLINARY STIPULATION II AGREEMENT**

GEORGENE B. CHASE, DDS,

Respondent.

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

(LV146063;1)

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Respondent's initials

  
Respondent's attorney's initials

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

3 Id., at 2:9-13, at ¶ 3. Respondent admitted her treatment of patient Jack Hanson resulted in a  
4 restorative failure in violation of NRS 631.3475 (1) & (2). Id., at 2:14-19, at ¶ 4.

5  
6 PATIENT, CANDACE SMART

7 2. Via a *Notice of Complaint & Request for Records* dated January 4, 2014, the Board  
8 notified Respondent of a verified complaint received from Candace Smart. On February 27,  
9 2014, the Board received Respondent's written response (w/enclosures) dated February 24, 2014,  
10 from her attorney, Anthony D. Lauria, Esq., in response to Ms. Smart's verified complaint, a  
11 copy of which was provided to Ms. Smart on February 28, 2014.<sup>1</sup>

12  
13 3. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS,  
14 finds the treatment rendered to Ms. Smart was prior to the adoption of the Stipulation Agreement  
15 approved by the Board on August 17, 2012. To resolve this pending matter, Respondent shall  
16 reimburse Ms. Smart pursuant to the terms and conditions set forth in Paragraph 23M.

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18  
19 PATIENT, JOSE CHURRUCA

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

25  
26 <sup>1</sup> It is noted that with respect to each of the ten (10) patient verified complaints referenced herein, Board counsel sent  
27 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.  
{LV146063;1}

U. C. d.  
Respondent's initials

[Signature]  
Respondent's attorney's initials  
[Signature]

1  
2 5. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS,  
3 finds for this matter and not for any other purpose, including any subsequent civil action,  
4 Respondent violated the below referenced Nevada Revised Statutes ("NRS") and/or Nevada  
5 Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Jose  
6 Churruca, as follows (matters noted below in sub-paragraphs A-F occurred before Dr. Chase  
7 entered into the *Stipulation Agreement* (case 11-02225) approved by the Board on August 17,  
8 2012):

9  
10 A. Inappropriate use of mini implants, bone grafting, and unhygienic bulk composite  
11 crowns and bridges as permanent fixed replacement of missing teeth #3, 4, 26, 28, 29, 30,  
and 31. NRS 631.3475 (1) & (2)

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

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

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

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

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

22 G. The following occurred after Dr. Chase entered into the *Stipulation Agreement*  
23 (case 11-02225) approved by the Board on August 17, 2012, in violation of NRS  
24 631.3475 (1) & (2):

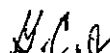
25 1. Previously placed mini implant tooth #3 was replaced and subsequently  
26 failed again due to unrecognized infection left from residual root tip #3.

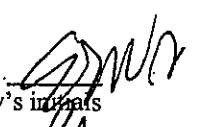
27 2. No evidence of subsequent ridge augmentation and sinus lift #3.

28 3. Tooth #3 restored with unhygienic plastic/composite crown with

(LV146063;1)

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Respondent's initials

  
Respondent's attorney's initials

1 overhanging margins and excess cement imbedded in tissue causing gingival  
2 inflammation, pain, and difficulty chewing.

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

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

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

10 PATIENT, BILL KREJCI

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

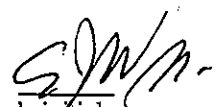
16 7. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS,  
17 finds the treatment rendered to Mr. Krejei was prior to the adoption of the Stipulation Agreement  
18 approved by the Board on August 17, 2012. To resolve this pending matter, Respondent shall  
19 reimburse Mr. Krejei pursuant to the terms and conditions set forth in Paragraph 23.O.  
20

21  
22 PATIENT, BRIAN BANNERS

23 8. Via a *Notice of Complaint & Request for Records* dated January 17, 2014, the Board  
24 notified Respondent of a verified complaint received from Brian Banners. On March 5, 2014, the  
25 Board received Respondent's written response (w/enclosures) dated March 3, 2014, from her  
26 attorney, Anthony D. Lauria, Esq., in response to Mr. Banners' verified complaint, a copy of

27 {LV146063;1}

  
Respondent's initials

  
Respondent's attorney's initials



1 which was provided to Mr. Banner on March 28, 2014. On or about July 14, 2014, the DSO  
2 received records from Scott Redlinger, DMD, MD, regarding Mr. Banners. The DSO also  
3 received records from Alan Topham, DDS regarding Mr. Banners.  
4

5 9. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS,  
6 finds for this matter and not for any other purpose, including any subsequent civil action,  
7 Respondent violated the below referenced Nevada Revised Statutes ("NRS") and/or Nevada  
8 Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Brian  
9 Banners, as follows (matters noted below in sub-paragraphs A-G occurred before Dr. Chase  
10 entered into the *Stipulation Agreement* (case 11-02225) approved by the Board on August 17,  
11 2012):  
12

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

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

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

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

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


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

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

27 (LV146063;1)

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28   
Respondent's initials

  
Respondent's attorney's initials  
01 -

1 1. Inappropriate use of mini implant and unhygienic plastic/composite crown  
2 as permanent fixed replacement of missing tooth #5; subsequent failure of mini implant  
3 and plastic/composite crown tooth #5

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

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

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

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

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

16 7. Abandonment of patient.

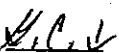
17 PATIENT, JAN THOMAS

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

27 11. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS,

28 (LV146063;1)

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Respondent's initials

  
Respondent's attorney's initials

1 finds the treatment rendered to Ms. Thomas was prior to the adoption of the Stipulation  
2 Agreement approved by the Board on August 17, 2012. To resolve this pending matter,  
3 Respondent shall reimburse Ms. Thomas pursuant to the terms and conditions set forth in  
4 Paragraph 23.Q.

5  
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7 PATIENT, MAE McMAHEL

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

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

20 A. Bone grafting, attempting to vertically add bone around standard implants #18,  
21 19, and 20 utilizing an unsupported titanium mesh hardware without securing screws,  
22 that resulted in failure of the bone graft, nerve damage, and lower lip paresthesia, pain,  
23 difficulty chewing and additional bone loss around implants. NRS 631.3475 (1) & (2)


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

25 C. No documentation of surgical procedure of bone grafting done 11-16-13 in  
26 patient's treatment record. NRS 631.3475 (1) & (2)

27 {LV146063;1}

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Respondent's initials

  
Respondent's attorney's initials

1 D. No documentation of any post operative care given to patient in treatment record.  
2 NRS 631.3475 (1) & (2)

3  
4 PATIENT, JACQUELINE CALVERT

5 14. Via a *Notice of Complaint & Request for Records* dated March 14, 2014, the Board  
6 notified Respondent of a verified complaint received from Jacqueline Calvert<sup>2</sup>. On June 2, 2014,  
7 the Board received Respondent's written response (w/enclosures) dated May 28, 2014, from her  
8 attorney, Paul A. Cardinale, Esq., in response to Ms. Calvert's verified complaint, a copy of  
9 which was provided to Ms. Calvert on June 3, 2014. The DSO received certain records from Pitts  
10 Orthodontics and Dr. Topham regarding Jacqueline Calvert.

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

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

26 B. Failure to make a diagnostic summary, treatment objective, and detailed treatment  
27 plan outlining the steps of treatment and estimated treatment time. NRS 631.3475 (1) &  
28 (2)

<sup>2</sup> The Notice incorrectly listed the patient's name as Jennifer Calvert.  
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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, e-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

{LV146063;1}

 Respondent's initials

  
Respondent's attorney's initials

1 Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Quinn  
2 Orenstein, as follows (the following occurred after Dr. Chase entered into the *Stipulation*  
3 *Agreement* (case 11-02225) approved by the Board on August 17, 2012):  
4

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

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

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

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

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

19 F. Abandonment of patient. NRS 631.3475 (1) & (2)  
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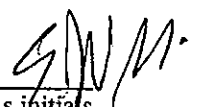
21 PATIENT, JAMIE GROSJEAN

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

27 {LV146063;1}

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Respondent's initials

  
Respondent's attorney's initials

1 regarding Ms. Grosjean.  
2

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

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

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

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

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

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

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

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

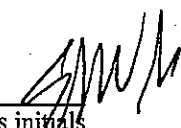

23 H. No periodontal charting done; no periodontal diagnosis made. NRS 631.3475 (1)  
24 & (2)

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

27 {LV146063;1}

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28 MC  
Respondent's initials

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

3  
4 K. Abandonment of patient. NRS 631.3475 (1) & (2)

5  
6 PATIENT, EDWARD HARRIS

7 20. Via a *Notice of Complaint & Request for Records* dated August 21, 2014, the Board  
8 notified Respondent of a verified complaint received from Edward Harris. On September 19,  
9 2014, the Board received Respondent's written response (w/enclosures), from her attorney, Paul  
10 Cardinale, Esq., in response to Mr. Harris' verified complaint, a copy of which was provided to  
11 Mr. Harris on September 19, 2014.

12  
13 21. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS,  
14 finds for this matter and not for any other purpose, including any subsequent civil action,  
15 Respondent violated the below referenced Nevada Revised Statutes ("NRS") and/or Nevada  
16 Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Edward  
17 Harris, as follows (the following occurred after Dr. Chase entered into the *Stipulation Agreement*  
18 (case 11-02225) approved by the Board on August 17, 2012):

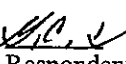
19  
20 A. Removed pontic #30 from adequate three unit fixed bridge #29, 30, and 31 and  
21 replaced with two mini implants which failed (bone loss and mobility) 5 months after  
placement. NRS 631.3475 (1) & (2)

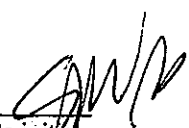

22 B. Placement of unhygienic plastic/composite crown over mini implants #30. NRS  
23 631.3475 (1) & (2)

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

26 D. Failure to recognize, diagnose, and treat abscessed tooth #29 within the standard  
of care. NRS 631.3475 (1) & (2)

27 (LV146063;1)

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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 abcess #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 Churruca), **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

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Respondent's initials


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Respondent's attorney's initials  
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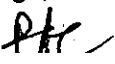
1 either the Executive Director of the Board and/or the agent appointed by the Executive  
2 Director of the Board to inspect Respondent's records during normal business hours to  
3 insure compliance of this Stipulation II. During the five (5) probationary period,  
4 Respondent's practice shall be supervised and monitored regarding those patients who  
5 received dental treatments, including but not limited to patients who receive root canals,  
6 crowns, orthodontics and/or bridges, implants or mini-implants (surgical or prosthetic)  
7 treatment(s). Such supervision and monitoring shall include, but will not be limited to,  
8 personally observing the treatment rendered to those patients who receive root canals,  
9 crowns and/or bridges, implants or mini-implant (surgical or prosthetic) treatment(s).  
10 Respondent **shall not** perform orthodontics, implants or mini-implants (surgical or  
11 prosthetic) treatment(s) until after Respondent complies with supplemental education  
12 provisions contained in Paragraphs 23E and 23F of this Stipulation II. Respondent further  
13 acknowledges the Disciplinary Screening Officer and or an agent appointed by the  
14 Executive Director may contact patient(s) who receive root canals, crowns, orthodontics  
15 and/or bridges, implants or mini-implants (surgical or prosthetic) treatment(s).

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

26 C. Pursuant to NRS 631.350(1)(d), Respondent further agrees during the above-referenced  
27 (5) year probationary period wherein Respondent is practicing dentistry in the State of  
28 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

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Respondent's initials

  
Respondent's attorney's initials  


1 to include all procedures done, types of appliances used, types of arch wires used, wire  
2 changes, elastics used, etc. With regards to the just referenced patient file and consent  
3 form requirements (hereinafter collectively "Patient File Requirements"), Respondent  
4 acknowledges failure to comply with the same shall be an admission of unprofessional  
5 conduct. In addition, failure to maintain and/or provide the Patient File Requirements  
6 upon request by an agent of the Board shall be an admission of unprofessional conduct.  
7 Upon receipt of substantial evidence that Respondent has either failed to comply with the  
8 Patient File Requirements, failed to maintain or has refused to provide the Patient File  
9 Requirements upon request by an agent assigned by the Executive Director, or  
10 Respondent has refused to provide copies of patient records requested by the agent  
11 assigned by the Executive Director, Respondent agrees her license to practice dentistry in  
12 the State of Nevada shall be automatically suspended without any further action of the  
13 Board other than the issuance of an Order of Suspension by the Executive Director.  
14 Thereafter, Respondent may request, in writing, a hearing before the Board to reinstate  
15 Respondent's license. However, prior to a full Board hearing, Respondent waives any  
16 right to seek judicial review, including injunctive relief from any court of competent  
17 jurisdiction, including a Nevada Federal District Court or Nevada State District Court to  
18 reinstate her privilege to practice dentistry in the State of Nevada pending a final Board  
19 hearing. Respondent shall also be responsible for any costs or attorney's fees incurred in  
20 the event the Board has to seek injunctive relief to prevent Respondent from practicing  
21 dentistry during the period Respondent's license is automatically suspended.

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


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

29 The daily log shall be made available during normal business hours without notice. In  
30 addition, during the above-referenced five (5) year probationary period, Respondent shall  
31 mail to the Board no later than the fifth (5th) day of the month a copy of the daily log(s)  
32 for the preceding calendar month (for example: by May 5, Respondent shall mail to the  
33 Board a copy of daily log(s) for the month of April) (hereinafter "monthly log mailing  
34 requirement"). Respondent acknowledges failure to comply with the monthly log mailing  
35 requirement shall be an admission of unprofessional conduct. In addition, failure to  
36 maintain and/or provide the daily log upon request by an agent of the Board shall be an  
37 admission of unprofessional conduct. Upon receipt of substantial evidence that

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Respondent's initials


Respondent's attorney's initials  


1 Respondent has either failed to comply with the monthly log mailing requirement, failed  
2 to maintain or has refused to provide the daily log upon request by an agent assigned by  
3 the Executive Director, or Respondent has refused to provide copies of patient records  
4 requested by the agent assigned by the Executive Director, Respondent agrees her license  
5 to practice dentistry in the State of Nevada shall be automatically suspended without any  
6 further action of the Board other than the issuance of an Order of Suspension by the  
7 Executive Director. Thereafter, Respondent may request, in writing, a hearing before the  
8 Board to reinstate Respondent's license. However, prior to a full Board hearing,  
9 Respondent waives any right to seek judicial review, including injunctive relief from any  
10 court of competent jurisdiction, including a Nevada Federal District Court or Nevada  
11 State District Court to reinstate her privilege to practice dentistry in the State of Nevada  
12 pending a final Board hearing. Respondent shall also be responsible for any costs or  
13 attorney's fees incurred in the event the Board has to seek injunctive relief to prevent  
14 Respondent from practicing dentistry during the period Respondent's license is  
15 automatically suspended.

16 E. Pursuant to NRS 631.350(1)(f) and (1)(k), Respondent agrees she **shall not** practice  
17 orthodontics until she successfully completes a hands-on forty (40) hours continuing  
18 education course in orthodontics and provides written evidence of such completion to the  
19 Board's Executive Director. Information, documents, and/or description of supplemental  
20 education must be submitted in writing to the Executive Director of the Board for  
21 approval prior to attendance. Upon receipt of the written request to attend a hands-on  
22 forty (40) hours continuing education course in orthodontics, the Executive Director of  
23 the Board shall notify Respondent in writing whether the requested course is approved  
24 for attendance. The cost associated with the hands-on forty (40) hours continuing  
25 education course in orthodontics shall be paid by Respondent. Respondent acknowledges  
26 failure to comply with paragraph's requirements shall be an admission of unprofessional  
27 conduct. Upon receipt of substantial evidence that Respondent has violated the terms of  
28 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

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Respondent's initials

  
Respondent's attorney's initials  


1 completes a hands-on forty (40) hours continuing education course in and provides  
2 written evidence of such completion to the Board's Executive Director. Information,  
3 documents, and/or description of supplemental education must be submitted in writing to  
4 the Executive Director of the Board for approval prior to attendance. Upon receipt of the  
5 written request to attend a hands-on forty (40) hours continuing education course in  
6 implant placement treatment(s) (whether surgical or prosthetic), the Executive Director of  
7 the Board shall notify Respondent in writing whether the requested course is approved  
8 for attendance. The cost associated with the hands-on forty (40) hours continuing  
9 education courses in implant placement treatment(s) (whether surgical or prosthetic) shall  
10 be paid by Respondent. Respondent acknowledges failure to comply with paragraph's  
11 requirements shall be an admission of unprofessional conduct. Upon receipt of substantial  
12 evidence that Respondent has violated the terms of this paragraph before successfully  
13 completing a hand-on forty (40) hours continuing course in implant placement  
14 treatment(s) (whether surgical or prosthetic), Respondent agrees her license to practice  
15 dentistry in the State of Nevada shall be automatically suspended without any further  
16 action of the Board other than the issuance of an Order of Suspension by the Executive  
17 Director. Thereafter, Respondent may request, in writing, a hearing before the Board to  
18 reinstate Respondent's license. However, prior to a full Board hearing, Respondent  
19 waives any right to seek judicial review, including injunctive relief from any court of  
20 competent jurisdiction, including a Nevada Federal District Court or Nevada State  
21 District Court to reinstate her privilege to practice dentistry in the State of Nevada  
22 pending a final Board hearing. Respondent shall also be responsible for any costs or  
23 attorney's fees incurred in the event the Board has to seek injunctive relief to prevent  
24 Respondent from practicing dentistry during the period Respondent's license is  
25 automatically suspended.

17 G. Pursuant to NRS 631.350(1)(b), Respondent further agrees during the above-referenced  
18 five (5) year probationary period wherein Respondent is practicing dentistry in the State  
19 of Nevada, Respondent agrees she shall cease and desist from using any ozone  
20 generating device in any dental or dental hygiene related treatment and/or providing any  
21 ozone treatment(s) and/or any other therapies which are not approved by the Federal  
22 Drug Administration in any dental or dental hygiene related treatment. Respondent  
23 acknowledges failure to comply with this paragraph's shall be deemed an admission of  
24 unprofessional conduct. Upon receipt of substantial evidence that Respondent has  
25 violated the terms of this paragraph, Respondent agrees her license to practice dentistry in  
26 the State of Nevada shall be automatically suspended without any further action of the  
27 Board other than the issuance of an Order of Suspension by the Executive Director.  
28 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

{LV146063;1}

*M.C.*  
Respondent's initials

*[Signature]*  
Respondent's attorney's initials  
*DK*

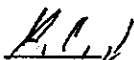
1 the event the Board has to seek injunctive relief to prevent Respondent from practicing  
2 dentistry during the period Respondent's license is automatically suspended.


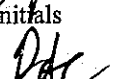
3 H. Pursuant to NRS 631.350(1)(d), Respondent further agrees upon adoption of this  
4 Stipulation Agreement II by the Board, Respondent's license to practice dentistry in the  
5 State of Nevada will be suspended for a period of thirty (30) days. Upon receipt of  
6 substantial evidence that Respondent has violated the terms of this paragraph,  
7 Respondent agrees her license to practice dentistry in the State of Nevada shall be  
8 automatically revoked without any further action of the Board other than the issuance of  
9 an Order of Revocation by the Executive Director. Thereafter, Respondent may request,  
10 in writing, a hearing before the Board to reinstate Respondent's revoked license.  
11 However, prior to a full Board hearing, Respondent waives any right to seek judicial  
12 review, including injunctive relief from any court of competent jurisdiction, including a  
13 Nevada Federal District Court or Nevada State District Court to reinstate her privilege to  
14 practice dentistry in the State of Nevada pending a final Board hearing. Respondent shall  
15 also be responsible for any costs or attorney's fees incurred in the event the Board has to  
16 seek injunctive relief to prevent Respondent from practicing dentistry during the period  
17 Respondent's license is automatically revoked.

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

22 Upon Respondent receiving notice of a verified complaint(s) and subsequent to  
23 answering the complaint, Respondent agrees to comply with the decision rendered by the  
24 Board's assigned Disciplinary Screening Officer with respect to reimbursement of a  
25 complaint which relates to treatment received prior to adoption by the Board of this  
26 Stipulation II in an amount, if any, for the services rendered by Respondent. The  
27 reimbursement amount must be based upon written proof of payment by the complainant  
28 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  
complainant 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

{LV146063;1}

28   
Respondent's initials

  
Respondent's attorney's initials  


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

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

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

18 L. Pursuant to NRS 622.400, Respondent agrees to reimburse the Board for the cost of the  
19 investigations and cost associated in enforcing the terms and conditions of probation in  
20 the amount of Twenty-Seven Thousand Two Hundred Fifty and xx/100 Dollars  
21 (\$27,250.00). Payment shall be made payable to the Nevada State Board of Dental  
22 Examiners and mailed directly to 6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada  
23 89118. Payment shall be made in Forty-Eight (48) monthly payments. The first forty -  
24 seven (47) payments shall be in the amount of \$579.00. The first payment shall be made  
25 on the fifteen (15<sup>th</sup>) day of the month after which this Stipulation II is approved by the  
26 Board (for example, if this Stipulation II is approved by the Board on November 10, then  
27 the first payment of \$579.00 shall be due on December 15). The remaining forty-six (46)  
28 equal payments shall then be due on the fifteenth (15<sup>th</sup>) day of each month thereafter.  
The last and forty-eighth (48<sup>th</sup>) payment shall be in the amount of \$37.00 and shall be  
made on the fifteenth (15<sup>th</sup>) 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 (15<sup>th</sup>) 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

{LV146063;1}

*A.C.P.*

Respondent's initials

Respondent's attorney's initials

*[Handwritten signature]*  
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1 payments shall then be due on the fifteenth (15<sup>th</sup>) day of each month thereafter.  
2 Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las  
3 Vegas, Nevada 89118) the payment checks made payable to Candace Smart.

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

16 O. Pursuant to NRS 631.350(1)(I), Respondent agrees to reimburse Bill Krejci in the amount  
17 of Six Thousand Four Hundred Forty-Five and xx/100 Dollars (\$6,445.00) relative to  
18 matters addressed above regarding Mr. Krejci. Respondent shall also waive any balance,  
19 if any, and withdraw any and all collection efforts, if any such efforts have been initiated.  
20 Payment of the \$6,445.00 shall be made in twelve (12) equal monthly payments. The first  
21 payment shall be made on the fifteen (15<sup>th</sup>) day of the month after which this Stipulation  
22 II is approved by the Board (for example, if this Stipulation II is approved by the Board  
23 on November 10, then the first of the twelve equal monthly payments shall be due on  
24 December 15). The remaining eleven equal payments shall then be due on the fifteenth  
25 (15<sup>th</sup>) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S.  
26 Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to  
27 Bill Krejci.

28 P. Pursuant to NRS 631.350(1)(I), 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 fifteen (15<sup>th</sup>) 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 (15<sup>th</sup>) day of each month thereafter. The actual name the payment  
checks/money orders are to 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).

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Q. Pursuant to NRS 631.350(1)(I), Respondent agrees to reimburse Jan Thomas in the amount of Twelve 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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)(I), 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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)(I), 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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)(I), 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

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*[Handwritten initials]*  
Respondent's initials

*[Handwritten signature]*  
Respondent's attorney's initials

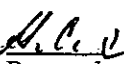
1 Orenstein. Respondent shall also waive any balance, if any, and withdraw any and all  
2 collection efforts, if any such efforts have been initiated. Payment of the \$4,792.00 shall  
3 be made in twelve (12) equal monthly payments. The first payment shall be made on the  
4 fifteen (15<sup>th</sup>) day of the month after which this Stipulation II is approved by the Board  
5 (for example, if this Stipulation II is approved by the Board on November 10, then the  
6 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 (15<sup>th</sup>) 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.

7 U. Pursuant to NRS 631.350(1)(I), Respondent agrees to reimburse Jamie Grosjean in the  
8 amount of Thirteen Thousand Five Hundred Seventeen and xx/100 Dollars (\$13,517.00)  
9 relative to matters addressed above regarding Ms. Grosjean. Respondent shall also waive  
10 any balance, if any, and withdraw any and all collection efforts, if any such efforts have  
11 been initiated. Payment of the \$13,517.00 shall be made in twelve (12) equal monthly  
12 payments. The first payment shall be made on the fifteen (15<sup>th</sup>) day of the month after  
13 which this Stipulation II is approved by the Board (for example, if this Stipulation II is  
14 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 (15<sup>th</sup>) 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.

15 V. Pursuant to NRS 631.350(1)(I), Respondent agrees to reimburse Edward Harris in the  
16 amount of Two Thousand Six Hundred Twenty-Four and xx/100 Dollars (\$2,624.00)  
17 relative to matters addressed above regarding Mr. Harris. Respondent shall also waive  
18 any balance, if any, and withdraw any and all collection efforts, if any such efforts have  
19 been initiated. Payment of the \$2,624.00 shall be made in twelve (12) equal monthly  
20 payments. The first payment shall be made on the fifteen (15<sup>th</sup>) day of the month after  
21 which this Stipulation II is approved by the Board (for example, if this Stipulation II is  
22 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 (15<sup>th</sup>) 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.

23 W. In the event Respondent defaults on any of the payments set forth in **Paragraphs 23K**  
24 **thru 23V**, Respondent agrees his license to practice dentistry in the State of Nevada may  
25 be automatically be suspended without any further action of the Board other than  
26 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**

27 {LV146063;1}

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Respondent's initials

  
Respondent's attorney's initials

1 Upon curing the default of the applicable defaulted payment contained in **Paragraphs**  
2 **23K thru 23V.** and paying the reinstatement fee, Respondent's license to practice  
3 dentistry in the State of Nevada will automatically be reinstated by the Board's Executor  
4 Director, assuming there are no other violations by Respondent of any of the provisions  
5 contained in this Stipulation Agreement. Respondent shall also be responsible for any  
6 costs or attorney's fees incurred in the event the Board has to seek injunctive relief to  
7 prevent Respondent from practicing dentistry during the period in which his license is  
8 suspended. Respondent agrees to waive any right to seek injunctive relief from any court  
9 of competent jurisdiction, including a Nevada Federal District Court or a Nevada State  
10 District Court to reinstate his license prior to curing any default on the amounts due and  
11 owing as addressed above.

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

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

16 **CONSENT**

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

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

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

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

{LV146063;1}

*H.C.L.*  
Respondent's initials

*[Signature]*  
Respondent's attorney's initials

1 review, whether or not judicial review is sought in either the State or Federal District Court.

2  
3 28. Respondent acknowledges she has read this Stipulation Agreement. Respondent  
4 acknowledges she has been advised she has the right to have this matter reviewed by  
5 independent counsel and she has had ample opportunity to seek independent counsel.  
6 Respondent has been specifically informed she should seek independent counsel and advice of  
7 independent counsel would be in Respondent's best interest. Having been advised of her right to  
8 independent counsel, as well as had the opportunity to seek independent counsel, Respondent  
9 hereby acknowledges she is represented by ANTHONY LAURIA, ESQ. of the law firm  
10 LAURIA TOKUNAGA GATES & LINN, LLP and EUGENE J. WAIT, JR., ESQ. of the WAIT  
11 LAW FIRM and she has reviewed this Stipulation Agreement with same and understands its  
12 terms and conditions.

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

15  
16 30. Respondent acknowledges no other promises in reference to the provisions contained in  
17 this Stipulation Agreement have been made by any agent, employee, counsel or any person  
18 affiliated with the Nevada State Board of Dental Examiners.

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

22  
23 32. Respondent agrees in the event the Board adopts this Stipulation Agreement, she hereby  
24 waives any and all rights to seek judicial review or otherwise to challenge or contest the validity  
25 of the provisions contained herein.

26  
27 33. Respondent and the Board agree none of the parties shall be deemed the drafter of this  
28 Stipulation Agreement. In the event this Stipulation Agreement is construed by a court of law or

1 equity, such court shall not construe it or any provision hereof against any party as the drafter.  
2 The parties hereby acknowledge all parties have contributed substantially and materially to the  
3 preparation of this Stipulation Agreement.

4  
5 34. Respondent specifically acknowledges by her signature herein and by her initials at the  
6 bottom of each page of this Stipulation Agreement, she has read and understands its terms and  
7 acknowledges she has signed and initialed of her own free will and without undue influence,  
8 coercion, duress, or intimidation.


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

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

19  
20 37. This Stipulation Agreement will be considered by the Board in an open meeting. It is  
21 understood and stipulated the Board is free to accept or reject this Stipulation Agreement and if it  
22 is rejected by the Board, the Board may take other and/or further action as allowed by statute,  
23 regulation, and/or appropriate authority. This Stipulation Agreement will only become effective  
24 when the Board has approved the same in an open meeting. Should the Board adopt this  
25 Disciplinary Stipulation Agreement, such adoption shall be considered a final disposition of a

26 ///

27  
28 {LV146063;1}

  
Respondent's initials

  
Respondent's attorney's initials

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

3 DATED this 3<sup>rd</sup> day of October, 2014.

4  
5 By Georgene B. Chase, DDS  
6 Georgene B. Chase, DDS  
Respondent

7 APPROVED AS TO FORM AND CONTENT:

8 By Eugene J. Wait, Esq. this 3<sup>rd</sup> day of October, 2014.  
9 Eugene J. Wait, Esq.  
10 Wait Law Firm  
Respondent's Attorney

11 APPROVED AS TO FORM AND CONTENT

12 By Paul A. Lauria for this 3<sup>rd</sup> day of October, 2014.  
13 Anthony Lauria, Esq.  
14 Lauria Tokunaga Gates & Linn, LLP  
Respondent's Attorney

15 APPROVED AS TO FORM AND CONTENT

16 By John A. Hunt this 3 day of October, 2014.  
17 John A. Hunt, Esq.  
18 Morris Polich & Purdy, LLP  
19 Board Counsel

20 APPROVED AS TO FORM AND CONTENT

21 By Donna Jo Hellwinkel DDS this 3 day of October, 2014.  
22 Donna Jo Hellwinkel, DDS  
23 Disciplinary Screening Office

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**BOARD ACTION**

This *Disciplinary Stipulation II 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 X 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

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**Dr. Craig S. Morris**



Credentials	Practitioner Name	Specialty Details	Location	Status	Public Health	Action
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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

**Permits :**

Permit	Permit Number	Issue Date	Exp Date
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**Board Action / Malpractice :**

Action Type	Date	Document Link
Board Action	01/24/2014	
Malpractice		
Malpractice		
Malpractice		

← Close detail

First () Previous () 

1 ()	2 ()	Next ()	Last ()
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July 18, 2019

Mailed Return Receipt Request

Debra Shaffer-Kugel  
Executive Director, Nevada State Board of Dental Examiners  
6010 S. Rainbow Blvd., Suite A  
Las Vegas, Nevada 89118

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

Dear Director Shaffer-Kugel:

Please accept this letter of Petition to Reinstate 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 last 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.~~

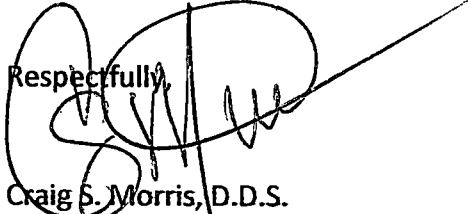
As a result, I am requesting the following occur:

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 )

CASE NO: 74127-02457

vs. )

ORDER OF REINSTATEMENT

Craig S Morris, DDS )

Respondent, )

\_\_\_\_\_ )

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

NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE SEAL



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, )  
 ) CASE NO: 16-74127-02457  
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 January 1, 2016 has not been received.

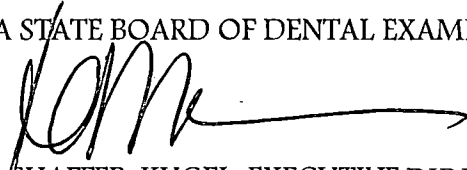
Please be advised, the Board has issue two (2) previous Orders of Suspension. The first one issued January 30, 2015 for failing to comply with the terms and conditions of Paragraph 20(e) in where you agreed to complete an additional ten (10) hours of supplemental education and on May 13, 2015 the Board 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

A handwritten signature in black ink, appearing to read 'D. Shaffer-Kugel', with a long horizontal flourish extending to the right.

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 )

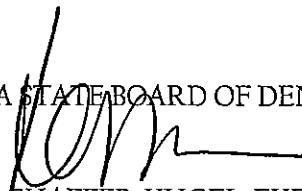
Respondent, )

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 (h) 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



DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR

*Nevada State Seal*

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

NEVADA STATE BOARD OF DENTAL  
EXAMINERS,

Case No. 74127-02457

Complainant,

**DISCIPLINARY  
STIPULATION AGREEMENT**

vs.

CRAIG S. MORRIS, DDS,

Respondent.

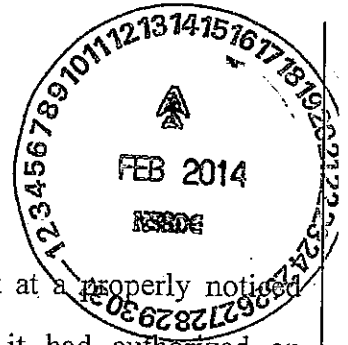
**IT IS HEREBY STIPULATED AND AGREED** by and between CRAIG S. MORRIS, DDS (hereafter "Respondent" or "Dr. Morris") present and represented by his counsel of record, LISA RASMUSSEN, ESQ., and the NEVADA STATE BOARD OF DENTAL EXAMINERS (hereafter "Board"), by and through THOMAS MYATT, DDS, Disciplinary 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.<sup>1</sup>

<sup>1</sup>NRS 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

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Respondent's Attorney's initials



1 2. Via notice dated May 23, 2011, the Board notified Respondent at a properly noticed  
2 meeting on May 6, 2011, and pursuant to Agenda item 5(a)(11), it had authorized an  
3 investigative complaint regarding whether Respondent violated NAC 631.2237 and NAC  
4 631.155, relative to PATIENT A. On June 15, 2011, the Board received Respondent's written  
5 response (w/attachments) dated June 8, 2011, in response to the notice of authorized  
6 investigation relative to PATIENT A.

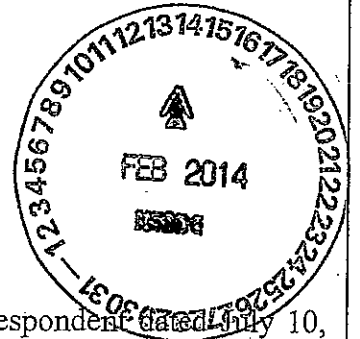
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8 3. On July 2 and 3, 2012, the Board notified Respondent it had been brought to the Board's  
9 attention that a certain event may have occurred at his office recently requiring reporting as set  
10 forth in NAC 631.155.

11  
12 4. On July 9, 2012, the Board notified Respondent it was in receipt of written notification  
13 from Dr. Callaway-Nelson in accordance with NAC 631.155 of an occurrence on June 19, 2012,  
14 at the office of Dr. Callaway-Nelson regarding Respondent's patient, PATIENT B. The Board's  
15 July 9, 2012, correspondence also advised that the authorized investigation regarding PATIENT  
16 A has been expanded, pursuant to NAC 631.250, to include PATIENT B.

17  
18 5. On July 11, 2012, the Board received medical records of PATIENT A and PATIENT B  
19 from AMR, copies of which were provided to Respondent on July 11, 2012. On July 11, 2012,  
20 the Board received from the Office of the Coroner reports regarding PATIENT A, copies of  
21

22  
23 (b) Appropriate procedures are utilized to protect the identity of the patient from public disclosure.  
24 6. Subsection 5 does not prohibit:

25 (a) A state licensing board from providing to a provider of health care or owner or operator of an  
26 ambulance against whom a complaint or written allegation has been filed, or to his or her attorney, information on  
27 the identity of a patient whose records may be used in a public hearing relating to the complaint or allegation, but  
28 the provider of health care or owner or operator of an ambulance and the attorney shall keep the information  
confidential.



1 which were provided Respondent on July 12, 2012.

2 6. On July 16, 2012, the Board received correspondence from Respondent dated July 10,  
3 2012, regarding PATIENT B.

4  
5 7. The Board received Respondent's correspondence dated July 17, 2012, from Respondent  
6 advising, in pertinent part:

7  
8 Effective immediately, I hereby unconditionally relinquish my General  
9 Anesthesia Permit #GA-021. It is understood the relinquishment of my General  
10 Anesthesia Permit #GA-021 is **not** an adverse event reportable to the National  
11 Practitioner Data Bank. I acknowledge in the event I should administer either  
12 General or Conscious Sedation subsequent to the execution of this  
13 correspondence such conduct may be deemed unprofessional conduct.

14  
15 I understand in order to administer General Anesthesia in the future I must  
16 reapply pursuant to NAC 631.2213 for a permit.

17 Id. (emphasis in original).

18  
19 8. On July 24, 2012, the Board received from St. Rose Dominican Hospital records  
20 regarding PATIENT A, copies of which were provided Respondent on July 24, 2012.

21  
22 9. Via *Notice of Investigative Complaint & Request for Records* dated July 25, 2012, the  
23 Board notified Respondent at a properly noticed meeting on July 18, 2012, and pursuant to  
24 Agenda item 3(d)(2), it had authorized an investigative complaint regarding whether Respondent  
25 violated NRS 631.3475(4), NAC 631.2237, NAC 631.230(1)(c) and 1(k) (with reference to  
26 PATIENT B).

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28 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.

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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.

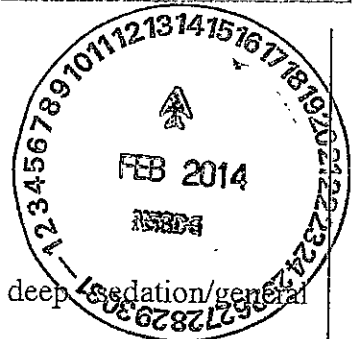
14. On February 8, 2013, the Board received additional material from Respondent dated February 6, 2013.

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:

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- 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

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position with head down at least 15 degrees and rolled to the right side, a 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 inappropriate 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

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1 Patient "A".

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3 17. Applying the administrative burden of proof of substantial evidence as set forth in *State,*  
4 *Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see *Minton v.*  
5 *Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS  
6 233B.135(3)(e), Respondent admits, but not for any other purpose, the Board has substantial  
7 evidence that Respondent violated NRS 631.3475(4) and NAC 631.2225 as more fully addressed  
8 in Paragraph 16 above regarding PATIENT A.

9  
10 18. Based upon the limited investigation conducted to date, Disciplinary Screening Officer,  
11 Thomas P. Myatt, DDS, applying the administrative burden of proof of substantial evidence as  
12 set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986);  
13 and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also  
14 NRS 233B.135(3)(e), but not for any other purpose, including any other subsequent civil action,  
15 believes there is substantial evidence Respondent violated NRS 631.3475(4) and NAC 631.2225  
16 as follows regarding PATIENT B:

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

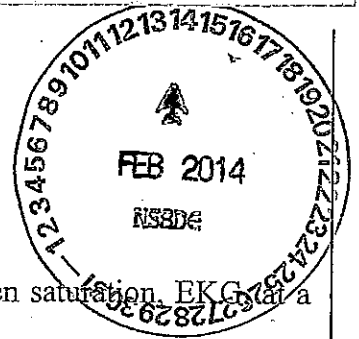
22 b. Dr. Morris' anesthetic record did not conform to AAOMS standards and  
23 requirements, nor did Dr. Morris' anesthetic record conform to the NSBDE  
24 Anesthesia Committee requirements. These failures to conform include, but are  
25 not limited to: no anesthesia, surgery, start times, or end times; incomplete vital  
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signs and monitoring of blood pressure, heart rate, oxygen saturation, EKG, etc. 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.

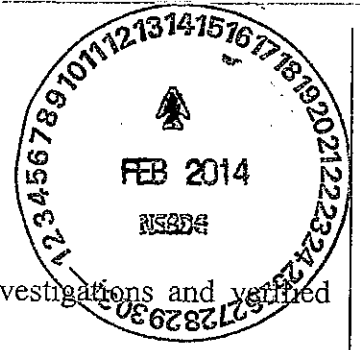
- c. The algorithm for difficult airway protocol was not followed completely. In retrospect, Dr. Morris should have attempted intubation with a laryngoscope. Also in retrospect, the algorithm was not followed because no surgical emergency intervention such as cricothyrotomy was attempted.
- d. The algorithm 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)(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 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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1 resolve the matters addressed above regarding two (2) authorized investigations and verified  
2 complaint pursuant to the following terms and conditions:

3  
4 a. As referenced above in Paragraph 7, The Board received Respondent's  
5 correspondence dated July 17, 2012, from Respondent advising, in pertinent part:

6 Effective immediately, I hereby unconditionally relinquish  
7 my General Anesthesia Permit #GA-021. It is understood  
8 the relinquishment of my General Anesthesia Permit #GA-  
9 021 is **not** an adverse event reportable to the National  
10 Practitioner Data Bank. I acknowledge in the event I  
11 should administer either General or Conscious Sedation  
12 subsequent to the execution of this correspondence such  
13 conduct may be deemed unprofessional conduct.

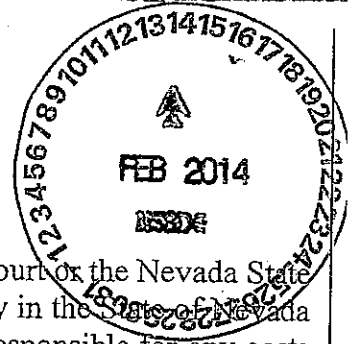
14 I understand in order to administer General Anesthesia in  
15 the future I must reapply pursuant to NAC 631.2113 for a  
16 permit.

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

27 Upon receipt of substantial evidence Respondent has administering conscious  
28 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

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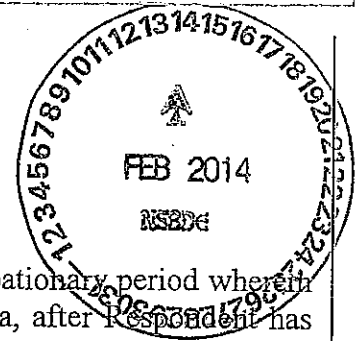
injunctive relief from either the Nevada Federal District Court or the Nevada State District Court to reinstate his privilege to practice dentistry in the State of Nevada pending a final Board hearing. Respondent shall also be responsible for any costs or attorney's fees incurred in the event the Board 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.

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d. During the above-referenced forty-eight (48) months probationary period wherein Respondent is practicing dentistry in the State of Nevada, after Respondent has comply 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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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 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.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.

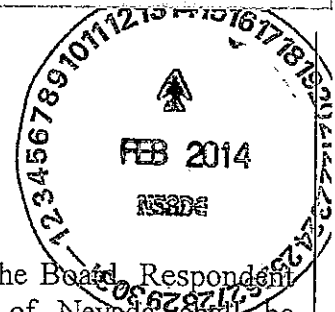
- f. Respondent agrees to retake the jurisprudence test as required by NRS 631.240(2) on the contents and interpretation of NRS 631 and the regulations of the Board. Respondent shall have ninety (90) days, commencing upon the date of adoption of this Stipulation by the Board, to complete the jurisprudence 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

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(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.

g. Pursuant to NRS 622.400, Respondent agrees to reimburse the Board for the cost of the investigation associated with the probationary period monetary 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 FIFTY 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).

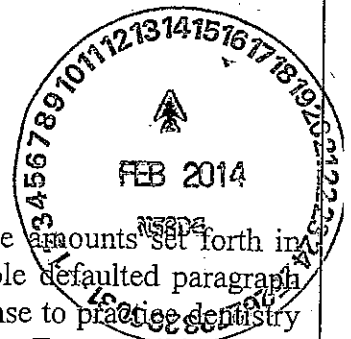
h. In the event Respondent defaults on any of the payments set forth in Paragraph 20.g. Respondent agrees his license to practice dentistry in the State of Nevada may be automatically be suspended without any further action of the Board other than issuance of an Order of Suspension by the Executive Director. 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

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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 paragraph 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.

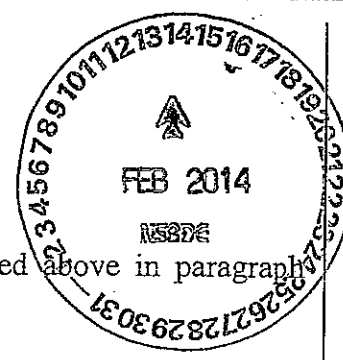
With regards to the (8) hours of continuing education in the area of Management of Medical Emergencies, information regarding the same must be submitted in writing to the Executive Director of the Board for approval prior to attendance. Upon the receipt of the written request to attend the continuing 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

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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.

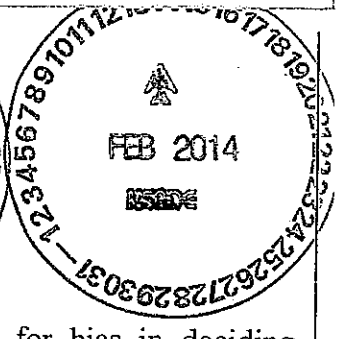
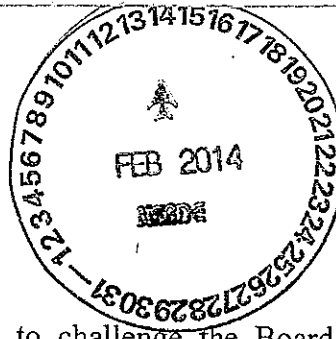
CONSENT

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

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NAC 233B.

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.

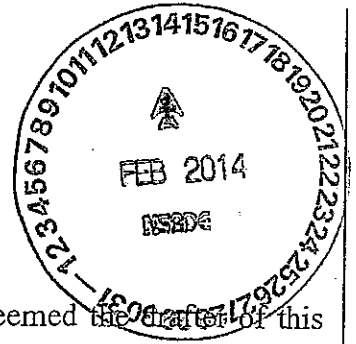
29. Respondent agrees in the event the Board adopts this Stipulation Agreement, he hereby waives any and all rights to seek judicial review or otherwise to challenge or contest the validity

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of the provisions contained herein.

30. 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.

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,

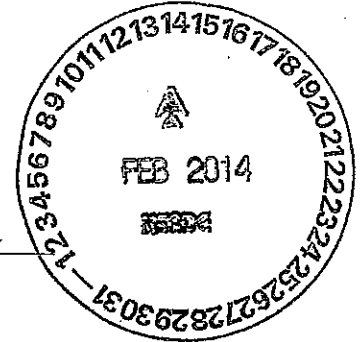
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1 regulation, and/or appropriate authority. This Stipulation Agreement will only become effective  
2 when the Board has approved the same in an open meeting. Should the Board adopt this  
3 Stipulation Agreement, such adoption shall be considered a final disposition of a contested case  
4 and will become a public record and shall be reported to the National Practitioner Data Bank.  
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6  
7 DATED this 24 day of January, 2014.

8  
9 By [Signature]  
10 Craig S. Morris, DDS  
11 Respondent



12  
13 **APPROVED AS TO FORM AND CONTENT**

14  
15 By [Signature] this 24<sup>th</sup> day of January, 2014.  
16 Lisa Rasmussen, Esq.  
17 Attorney for Respondent, Craig S. Morris, DDS

18  
19 **APPROVED AS TO FORM AND CONTENT**

20 By [Signature] this 24 day of Jan, 2014.  
21 John A. Hunt, Esq.  
22 Morris Polich & Purdy, LLP  
23 Board Counsel

24 **APPROVED AS TO FORM AND CONTENT**

25 By \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
26 Thomas P. Myatt, DDS  
27 Disciplinary Screening Office

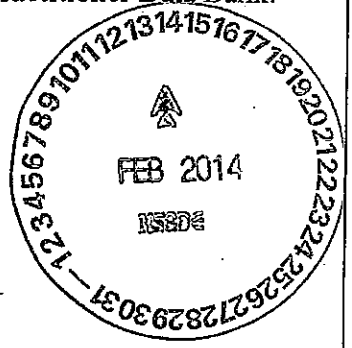
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Respondent's Attorneys' initials

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

7 DATED this 24 day of January, 2014.

9 By Craig S. Morris  
10 Craig S. Morris, DDS  
11 Respondent



13 APPROVED AS TO FORM AND CONTENT

14  
15 By Lisa Rasmussen this 24<sup>th</sup> day of January, 2014.  
16 Lisa Rasmussen, Esq.  
17 Attorney for Respondent, Craig S. Morris, DDS

18 APPROVED AS TO FORM AND CONTENT

19  
20 By John A. Hunt this 24 day of Jan, 2014.  
21 John A. Hunt, Esq.  
22 Morris Polich & Purdy, LLP  
23 Board Counsel

24 APPROVED AS TO FORM AND CONTENT

25 By Thomas P. Myatt this 4<sup>th</sup> day of February, 2014.  
26 Thomas P. Myatt, DDS  
27 Disciplinary Screening Office

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Respondent's Attorney's initials

Morris Polich & Purdy, LLP  
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Las Vegas, Nevada 89106  
t: (702) 862-8300  
fx: (702) 862-8400  
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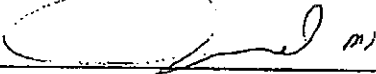
**BOARD ACTION**

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 5<sup>th</sup> day of Feb. 2014.

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

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**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:

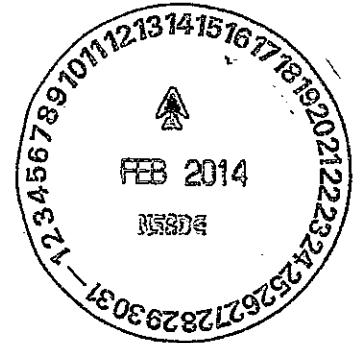
Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

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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