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

State of Nevada   )
                 :   ss.
County of Washoe )

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

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

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

Thank you,

Lyn

Lyn E. Beggs
Law Offices of Lyn E. Beggs, PLLC
Mailing Address: 316 California Ave. #863, Reno, NV 89509
Physical Address: 328 California Ave., Ste. 3, Reno NV 89509
T: 775-432-1918
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February 15, 2019

Dear Debra Shaffer-Kugel,

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

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

NEVADA STATE BOARD OF DENTAL EXAMINERS,

COMPLAINANT,

vs.

GEORGENE CHASE, DDS

RESPONDENT,

CASE NO: 16-74127-02697

ORDER OF SUSPENSION

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

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

On June 13, 2018, Rick Thiriot, DDS, the agent assigned to review your daily logs submitted to the Board office requested copies of dental records for several patients listed on your daily log submission to ensure compliance with the Disciplinary Stipulation Agreement. The review conducted by Rick Thiriot, DDS revealed substantial evidence that you are not in compliance with the Disciplinary Stipulation Agreement specifically Paragraph 23(C) and Paragraph 23(G). The dental records reviewed by Dr Thiriot are for patients: [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 [redacted] file has all other items checked except for the signed comprehensive informed consent.

- The informed consent form for implant treatment executed by [redacted] 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 [redacted] 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).

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

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

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

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

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

Should you practice dentistry in this state, such actions would be deemed as the illegal practice of dentistry as set forth by NRS 631.395 and punishable criminally to the provisions of NRS 631.400.

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

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

DATED this 16th day of November, 2018

NEVADA STATE BOARD OF DENTAL EXAMINER

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

NEVADA STATE BOARD OF DENTAL EXAMINERS,  )
Complainant  )
 ) CASE NO. 74127-02697

vs.  )
GEORGENE B CHASE, DDS  )
Respondent,  )
 ) 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

[Signature]
Debra Shaffer-Kugel, Executive Director

NEVADA STATE SEAL
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS,

Complainant,

vs.

GEORGENE B CHASE, DDS

Respondent,

______________________________

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
STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS,

Complainant,

vs.

GEORGENE B. CHASE, DDS,

Respondent.

Case No. 74127-02697

DISCIPLINARY STIPULATION II AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between GEORGENE B. CHASE, DDS ("Respondent" or "Dr. Chase"), by and through her attorneys, ANTHONY LAURIA, ESQ. of the law firm LAURIA TOKUNAGA GATES & LINN, LLP and EUGENE J. WAIT, JR., ESQ. of the WAIT LAW FIRM and the NEVADA STATE BOARD OF DENTAL EXAMINERS (the "Board"), by and through DONNA JO HELLWINKEL, DDS, Disciplinary Screening Officer ("DSO"), and the Board's legal counsel, JOHN A. HUNT, ESQ., of the law firm MORRIS, POLICH & PURDY, LLP as follows via this Disciplinary Stipulation II Agreement ("Stipulation Agreement," "Stipulation Agreement II," "Stipulation II," or "Stipulation"): AUGUST 17, 2012, STIPULATION AGREEMENT

1. Respondent entered into a prior Stipulation Agreement with the Board in case no. 11-02225 which was approved by the Board on August 17, 2012. In pertinent part, the August 17, 2012, Stipulation Agreement provides Disciplinary Screening Officer, Gregory Pisani, DDS, found:

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

(LVI46063;1)

Respondent's initials

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


PATIENT, CANDACE SMART

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

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

PATIENT, JOSE CHURRUCA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PATIENT, BILL KREJCI

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

7. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds the treatment rendered to Mr. Krejci was prior to the adoption of the Stipulation Agreement approved by the Board on August 17, 2012. To resolve this pending matter, Respondent shall reimburse Mr. Krejci pursuant to the terms and conditions set forth in Paragraph 23.0.

PATIENT, BRIAN BANNERS

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

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

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

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

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

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

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

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

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

Respondent’s initials

Page 5 of 27

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

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

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

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

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

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

7. Abandonment of patient.

PATIENT, JAN THOMAS

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

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

PATIENT, MAE McMAHE\L

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

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

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

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

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

PATIENT, JACQUELINE CALVERT

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

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

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

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

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

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

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

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

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

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

PATIENT, QUINN ORENSTEIN

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

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

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

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

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

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

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

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

PATIENT, JAMIE GROSJEAN

18. Via a Notice of Complaint & Request for Records dated May 3, 2014, the Board notified Respondent of a verified complaint received from Jamie Grosjean. On June 23, 2014, the Board received Respondent's written response (w/enclosures) dated June 19, 2014, from her attorney, Paul A. Cardinale, Esq., in response to Ms. Grosjean's verified complaint, a copy of which was provided to Ms. Grosjean on June 26, 2014. The DSO received certain records from Dr. Topham
19. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes ("NRS") and/or Nevada Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Jamie Grosjean, as follows (the following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

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

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

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

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

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

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

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

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

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

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

PATIENT, EDWARD HARRIS

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

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

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

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

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

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

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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 McMahan), Paragraph 15 (re: Patient, Jacqueline Calvert), Paragraph 17 (re: Patient, Quinn Orenstein), Paragraph 19 (re: Patient, Jamie Gosjean), and Paragraph 21 (re: Patient, Edward Harris) and admits for this matter and not for any other purpose, including any subsequent civil action if this matter were to proceed to a full board hearing, a sufficient quantity and/or quality of evidence could be proffered sufficient to meet a preponderance of the evidence standard of proof demonstrating Respondent violated the statutory and regulatory provisions noted above in Paragraphs 3, 5, 7, 9, 11, 13, 15, 17, 19, and 21.

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

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

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

C. Pursuant to NRS 631.350(1)(d), Respondent further agrees during the above-referenced (5) year probationary period wherein Respondent is practicing dentistry in the State of Nevada, Respondent’s patient files shall include (in addition to any other matters generally required of a patient file) patient signed informed consents regarding implant treatment(s), both surgical and prosthetic (said informed consent shall be comprehensive and include discussion of mini versus standard implants, treatment by a general dentist versus a specialist, and types of dental materials used in fabrication of crowns and bridges and removable prosthetics). In addition, Respondent’s treatment records of implant restored patients shall include diagnostic data, comprehensive treatment planning and documentation of all steps and procedures taken in the delivery of implants and implant supported prosthetics. Moreover, Respondent’s patient files for orthodontic patients shall include a signed comprehensive informed consent, including a discussion of treatment of a general dentist versus a specialist, orthodontic diagnostic records, a diagnostic summary, treatment objective, detailed treatment plan outlining steps of treatment and estimated treatment time, and periodontal evaluation, diagnosis, and treatment plan. Subsequent orthodontic treatment must be comprehensively documented.
to include all procedures done, types of appliances used, wire changes, elastics used, etc. With regards to the just referenced patient file and consent form requirements (hereinafter collectively “Patient File Requirements”), Respondent acknowledges failure to comply with the same shall be an admission of unprofessional conduct. In addition, failure to maintain and/or provide the Patient File Requirements upon request by an agent of the Board shall be an admission of unprofessional conduct.

Upon receipt of substantial evidence that Respondent has either failed to comply with the Patient File Requirements, failed to maintain or has refused to provide the Patient File Requirements upon request by an agent assigned by the Executive Director, or Respondent has refused to provide copies of patient records requested by the agent assigned by the Executive Director, Respondent agrees her license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than the issuance of an Order of Suspension by the Executive Director. Thereafter, Respondent may request, in writing, a hearing before the Board to reinstate Respondent’s license. However, prior to a full Board hearing, Respondent waives any right to seek judicial review, including injunctive relief from any court of competent jurisdiction, including a Nevada Federal District Court or Nevada State District Court to reinstate her privilege to practice dentistry in the State of Nevada pending a final Board hearing. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.

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

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

The daily log shall be made available during normal business hours without notice. In addition, during the above-referenced five (5) year probationary period, Respondent shall mail to the Board no later than the fifth (5th) day of the month a copy of the daily log(s) for the preceding calendar month (for example: by May 5, Respondent shall mail to the Board a copy of daily log(s) for the month of April) (hereinafter “monthly log mailing requirement”). Respondent acknowledges failure to comply with the monthly log mailing requirement shall be an admission of unprofessional conduct. In addition, failure to maintain and/or provide the daily log upon request by an agent of the Board shall be an admission of unprofessional conduct. Upon receipt of substantial evidence that
Respondent has either failed to comply with the monthly log mailing requirement, failed to maintain or has refused to provide the daily log upon request by an agent assigned by the Executive Director, or Respondent has refused to provide copies of patient records requested by the agent assigned by the Executive Director, Respondent agrees her license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than the issuance of an Order of Suspension by the Executive Director. Thereafter, Respondent may request, in writing, a hearing before the Board to reinstate Respondent’s license. However, prior to a full Board hearing, Respondent waives any right to seek judicial review, including injunctive relief from any court of competent jurisdiction, including a Nevada Federal District Court or Nevada State District Court to reinstate her privilege to practice dentistry in the State of Nevada pending a final Board hearing. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.

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

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

G. Pursuant to NRS 631.350(1)(b), Respondent further agrees during the above-referenced
five (5) year probationary period wherein Respondent is practicing dentistry in the State
of Nevada, Respondent agrees she shall cease and desist from using any ozone
generating device in any dental or dental hygiene related treatment and/or providing any
ozone treatment(s) and/or any other therapies which are not approved by the Federal
Drug Administration in any dental or dental hygiene related treatment. Respondent
acknowledges failure to comply with this paragraph’s shall be deemed an admission of
unprofessional conduct. Upon receipt of substantial evidence that Respondent has
violated the terms of this paragraph, Respondent agrees her license to practice dentistry in
the State of Nevada shall be automatically suspended without any further action of the
Board other than the issuance of an Order of Suspension by the Executive Director.
Thereafter, Respondent may request, in writing, a hearing before the Board to reinstate
Respondent’s license. However, prior to a full Board hearing, Respondent waives any
right to seek judicial review, including injunctive relief from any court of competent
jurisdiction, including a Nevada Federal District Court or Nevada State District Court to
reinstate her privilege to practice dentistry in the State of Nevada pending a final Board
hearing. Respondent shall also be responsible for any costs or attorney’s fees incurred in
H. Pursuant to NRS 631.350(1)(d), Respondent further agrees upon adoption of this Stipulation Agreement II by the Board, Respondent’s license to practice dentistry in the State of Nevada will be suspended for a period of thirty (30) days. Upon receipt of substantial evidence that Respondent has violated the terms of this paragraph, Respondent agrees her license to practice dentistry in the State of Nevada shall be automatically revoked without any further action of the Board other than the issuance of an Order of Revocation by the Executive Director. Thereafter, Respondent may request, in writing, a hearing before the Board to reinstate Respondent’s revoked license. However, prior to a full Board hearing, Respondent waives any right to seek judicial review, including injunctive relief from any court of competent jurisdiction, including a Nevada Federal District Court or Nevada State District Court to reinstate her privilege to practice dentistry in the State of Nevada pending a final Board hearing. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically revoked.

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

Upon Respondent receiving notice of a verified complaint(s) and subsequent to answering the complaint, Respondent agrees to comply with the decision rendered by the Board’s assigned Disciplinary Screening Officer with respect to reimbursement of a complaint which relates to treatment received prior to adoption by the Board of this Stipulation II in an amount, if any, for the services rendered by Respondent. The reimbursement amount must be based upon written proof of payment by the complainant including, but not limited to, insurance payments made on the complainant’s behalf. Payment shall be made within sixty (60) days of the Disciplinary Screening Officer’s written decision. Subject to Respondent’s reimbursement of the complainant, the Board agrees not to initiate disciplinary action against Respondent. Respondent waives any right to appeal the Disciplinary Screening Officer’s decision regarding reimbursement of a 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
regarding the Board’s Executive Director’s Order of Voluntary Surrender with disciplinary action and reporting same to the National Practitioners Data Bank. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board has to seek injunctive relief to enforce the Board’s Executive Director’s Order of Voluntary Surrender with disciplinary action to prevent Respondent from practicing dentistry in the State of Nevada. Any verified complaints or authorized investigative complaints which relate to treatment received subsequent to the adoption of this Stipulation II shall be processed pursuant to the procedures set forth at NRS and/or NAC chapter 631 and/or NRS and NAC chapter 233B.

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

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

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

M. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Candace Smart in the amount of Four Thousand Eight Hundred Fifty-One and xx/100 Dollars ($4,851.00) relative to matters addressed above regarding Ms. Smart. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $4,851.00 shall be made shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal
payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) the payment checks made payable to Candace Smart.

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

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

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

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

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

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

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

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

W. In the event Respondent defaults on any of the payments set forth in Paragraphs 23K thru 23V, Respondent agrees his license to practice dentistry in the State of Nevada may be automatically be suspended without any further action of the Board other than issuance of an Order of Suspension by the Board’s Executive Director. Subsequent to the issuance of the Order of Suspension, Respondent agrees to pay a liquidated damage amount of Twenty Five and xx/100 Dollars ($25.00) for each day Respondent is in default on the payment(s) of any of the amounts set forth in Paragraphs 23K thru 23V

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

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

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

CONSENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this 3rd day of October, 2014.

By
Georgene A. Chase, DDS
Respondent

APPROVED AS TO FORM AND CONTENT:
By Eugene Wait, this 3rd day of October, 2014.
Eugene J. Wait, Esq.
Wait Law Firm
Respondent's Attorney

APPROVED AS TO FORM AND CONTENT
By Paul A. Cardwell, this 3rd day of October, 2014.
Anthony Lauria, Esq.
Lauria Tokunaga Gates & Linn, LLP
Respondent's Attorney

APPROVED AS TO FORM AND CONTENT
By John A. Hunt, Esq.
Morris Polich & Purdy, LLP
Board Counsel

APPROVED AS TO FORM AND CONTENT
By Donna Jo Hellwinkel, DDS this 3rd day of October, 2014.
Donna Jo Hellwinkel, DDS
Disciplinary Screening Office

Respondent's initials

Respondent's attorney's initials
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 □ 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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Dr. Craig S. Morris
**Nevada State Board of Dental Examiners**

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https://online.nvdental.org/ 7/23/2019
July 18, 2019

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

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

Dear Director Shaffer-Kugel:

Please accept this letter of Petition to Reinstatement 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.
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF
DENTAL EXAMINERS,

Complainant

vs.

Craig S Morris, DDS

Respondent,

ORDER OF REINSTATEMENT

CASE NO. 74127-02457

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(c) 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
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

[Signature]

DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR

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

Therefore, your failure to submit the required payments as set forth in Paragraph 20(g)(II) and pursuant to Paragraph 20 (ii) shall result in the issuance of an Order of Suspension. Please be advised, effective immediately your license to practice dentistry in the State of Nevada is hereby suspended. You shall cease and desist from practicing dentistry in the State of Nevada. Should you practice dentistry in this state, such actions would be deemed as the illegal practice of dentistry as set forth by NRS 631.395 and punishable criminally to the provisions of NRS 631.400.

DATED this 13th day of May, 2015

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

NEVADA STATE BOARD OF DENTAL EXAMINERS,
Complainant,

vs.

Craig S Morris, DDS
Respondent,

ORDER OF SUSPENSION

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,

Complainant,

vs.

CRAIG S. MORRIS, DDS,

Respondent.

IT IS HEREBY STIPULATED AND AGREED by and between CRAIG S. MORRIS, DDS (hereafter "Respondent" or "Dr. Morris") present and represented by his counsel of record, LISA RASMUSSEN, ESQ., and the NEVADA STATE BOARD OF DENTAL EXAMINERS (hereafter "Board"), by and through THOMAS MYATT, DDS, Disciplinary Screening Officer ("DSO"), and the Board’s legal counsel, JOHN A. HUNT, ESQ., of the law firm MORRIS, POLICH & PURDY, LLP as follows via this Disciplinary Stipulation Agreement ("Stipulation Agreement" or "Agreement"):  

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

¹NRS 629.061(5) and (6) provide as follows regarding health care records and their use in public hearings:
5. Records made available to a representative or investigator must not be used at any public hearing unless:
   (a) The patient named in the records has consented in writing to their use; or
2. Via notice dated May 23, 2011, the Board notified Respondent at a properly noticed meeting on May 6, 2011, and pursuant to Agenda item 5(a)(11), it had authorized an investigative complaint regarding whether Respondent violated NAC 631.2237 and NAC 631.155, relative to PATIENT A. On June 15, 2011, the Board received Respondent’s written response (w/attachments) dated June 8, 2011, in response to the notice of authorized investigation relative to PATIENT A.

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

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

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

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

6. Subsection 5 does not prohibit:

(a) A state licensing board from providing to a provider of health care or owner or operator of an ambulance against whom a complaint or written allegation has been filed, or to his or her attorney, information on the identity of a patient whose records may be used in a public hearing relating to the complaint or allegation, but the provider of health care or owner or operator of an ambulance and the attorney shall keep the information confidential.
which were provided Respondent on July 12, 2012.

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

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

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

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

   Id. (emphasis in original).

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


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

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

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

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

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

16. Based upon the limited investigation conducted to date, Disciplinary Screening Officer, Thomas P. Myatt, DDS, applying the administrative burden of proof of substantial evidence as set forth in State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS 233B.135(3)(e), but not for any other purpose, including any other subsequent civil action, believes there is substantial evidence Respondent violated NRS 631.3465(4) as follows regarding PATIENT A:
a. Dr. Morris provided incomplete documentation of deep general anesthesia on PATIENT A. According to indicated AAOMS guidelines regarding therapeutic parameters for care it is recommended that patients be continuously supervised, monitored and have documentation on at least a five minute interval in the anesthetic record, including ventilation and oxygenation during the administration of anesthesia, continuous pulse oximetry during both the intraoperative and recovery period with appropriate alarm settings established, and continuous monitoring of heart rate, blood pressure and respiration, with EKG continuously displayed and/or recorded until the patient leaves the operation room with written documentation of its use in the anesthetic record. Except for preoperative vital signs, there is no written documentation regarding the above in PATIENT A’s anesthetic record at five (5) minute intervals, as required. Dr. Morris even indicates in his narrative that times were approximate.

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

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

d. In regards to the emergency algorithm for emesis and aspiration there is no mention in Dr. Morris’ account that the patient was placed in Trendelenburg
position with head down at least 15 degrees and rolled to the right side. 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 0.3-0.5 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
Applying the administrative burden of proof of substantial evidence as set forth in State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS 233B.135(3)(e), Respondent admits, but not for any other purpose, the Board has substantial evidence that Respondent violated NRS 631.3475(4) and NAC 631.2225 as more fully addressed in Paragraph 16 above regarding PATIENT A.

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

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

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

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

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

19. Applying the administrative burden of proof of substantial evidence as set forth in State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS 233B.135(3)(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
resolve the matters addressed above regarding two (2) authorized investigations and verified complaint pursuant to the following terms and conditions:

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

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

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

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

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

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

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

i) Copy of the patient's medical history

ii) Copy of pre-anesthetic evaluation and assessment

iii) Copy of anesthetic record

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

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

[Table with hours and initials]

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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 hands 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
(90) days of the date of adoption of this Stipulation by the Board, Respondent agrees his license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than issuance of an order by the Executive Director. Upon successful completion of the jurisprudence test, Respondent’s license to practice dentistry in the State of Nevada will be automatically reinstated, assuming all other provisions of this Stipulation are in compliance. Respondent agrees to waive any right to seek injunctive relief from any Federal or State of Nevada District Court to prevent the automatic suspension of Respondent’s license to practice dentistry in the State of Nevada due to Respondent’s failure to comply with Paragraph 4.a. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board seeks injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.

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

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

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

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

In the event Respondent defaults on any of the payments set forth in Paragraph 20.g. Respondent agrees his license to practice dentistry in the State of Nevada may be automatically be suspended without any further action of the Board other than issuance of an Order of Suspension by the Executive Director. Subsequent to the issuance of the Order of Suspension, Respondent agrees to pay a liquidated damage amount of Twenty Five and xx/100 Dollars ($25.00) for each day
Respondent 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 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.
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 Executor Director of the Board, assuming there are no other violations of any of the provisions contained in this Stipulation Agreement. Respondent agrees to waive any right to seek injunctive relief from any Federal or State of Nevada District Court to prevent the automatic suspension of Respondent’s license to practice dentistry in the State of Nevada due to Respondent’s failure to comply with Paragraph 20.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
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 contest the validity
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.
regulation, and/or appropriate authority. This Stipulation Agreement will only become effective when the Board has approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such adoption shall be considered a final disposition of a contested case and will become a public record and shall be reported to the National Practitioner Data Bank.

DATED this 4 day of January, 2014.

Craig S. Morris, DDS
Respondent

APPROVED AS TO FORM AND CONTENT

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

APPROVED AS TO FORM AND CONTENT

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

APPROVED AS TO FORM AND CONTENT

By Thomas P. Myatt, DDS
Disciplinary Screening Office

CSM
Respondent's initials

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

DATED this 24th day of January, 2014.

Craig S. Morris, DDS
Respondent

APPROVED AS TO FORM AND CONTENT

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

APPROVED AS TO FORM AND CONTENT

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

APPROVED AS TO FORM AND CONTENT

By Thomas P. Myatt, DDS
Disciplinary Screening Office
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
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