

Nevada State Board of Dental Examiners

Tony Guillen, D.D.S.
President



Rick B. Thiriot, D.D.S.
Secretary-Treasurer

6010 S. Rainbow Blvd., Bldg. A, Ste. 1 • Las Vegas, NV 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

July 26, 2006

Legislative Counsel Bureau
Marilyn White
Assistant to the Director
401 S. Carson Street
Carson City, NV 89701-9800

Dear Director of the Legislative Counsel:

Pursuant to Nevada Revised Statute (NRS) 622.100, enclosed is our disciplinary report for the Nevada State Board of Dental Examiners. This report is for the quarter ending July 20, 2006. I have listed the disciplinary action against the following licensees below. Enclosed for your convenience are copies of the stipulation agreements.

<u>License #</u>	<u>Name</u>	<u>Disciplinary Action Date</u>
3047	Farah Divanbeigi, DDS	May 18, 2006
4317	John Hastings, DDS	May 18, 2006
4413	Jodi Koford, DDS	May 18, 2006
1054	P Tom Grossman, DDS	June 26, 2006

If you have any questions regarding this matter, please feel free to contact me at (702) 486-7044, ext. 23.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra Shaffer".

Debra Shaffer, Deputy Executive Director
Nevada State Board of Dental Examiners

Cc: John A. Hunt, Esq., Board Legal Counsel
Department of Health & Human Services
File

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STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA

NEVADA STATE BOARD OF DENTAL EXAMINERS,)	CASE NO.: 05-1202
Complainant,)	<u>STIPULATION II</u>
vs.)	
FARAH DIVANBEIGI, D.D.S.)	
Respondent.)	

IT IS HEREBY STIPULATED AND AGREED by and between FARAH DIVANBEIGI, D.D.S. (hereinafter "Respondent"), by and through her counsel, ROBERT ZARO, ESQ., and THE NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board") by and through Disciplinary Screening Officer, J. STEPHEN SILL, D.M.D., and the Board's counsel, JOHN A HUNT, ESQ., of the law firm of RALEIGH, HUNT & MCGARRY, P.C. as follows:

- 1 On June 11, 2004, Respondent entered into a Stipulation with the Board, wherein Respondent admitted and agreed, with advice of counsel, to the following pertinent provisions:
- a. Respondent admitted she unknowingly violated NRS 631.3475(3) and NAC 631.155(3) when Respondent failed to inform the Board of disciplinary actions taken by the state of California.
 - b. Pursuant to NRS 631.350(1)(e), as a result of Respondent admitting she failed to inform the Board of disciplinary actions taken by the state of California, Respondent agreed to a public reprimand.
 - c. Respondent agreed in the event there was a subsequent violation of NRS 631.3745(3) or NAC 631.155(3) that such a violation would be considered a willful violation and deemed unprofessional conduct pursuant to NRS 631.3485(1).
 - d. Respondent agreed to reimburse the Board for costs of the investigation in the amount of One Thousand Eight Hundred Fifty Dollars (\$1,850.00). The reimbursement was not considered to be a fine and was not reported to the National Practitioner's Data Bank.

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1 2. On December 27, 2004, the Board notified Respondent of a verified complaint
2 received from Claudia Pulido. On February 11, 2005 and June 21, 2005, Respondent was forwarded
3 a letter by certified mail advising Respondent pursuant to NAC 631.250, failure to answer within the
4 time prescribed creates a rebuttal that the party admits generally to the allegations of the complaint
5 On August 11, 2005, Respondent filed an answer which consisted of producing the complainants'
6 records without rendering a factual response to the complaint.

7 3 Based upon the limited investigation conducted to date, Disciplinary Screening
8 Officer, J. Stephen Sill, D.M.D., applying the administrative burden of proof of substantial evidence
9 as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986)
10 and see *Minton v. Board of Medical Examiners*, 10 Nev. 1060, 881 P.2d 1339 (1994), see also NRS
1 233B.135(3)(e), but not for any other purpose, finds there is substantial evidence that Respondent
12 rendered treatment below the standard of care to Claudia Pulido in violation of NRS 631.3475(

13 4. Applying the administrative burden of proof of substantial evidence as set forth in
14 *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); see also NRS
15 233B.135, and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994),
16 see also NRS 233B.135(3)(e), but not for any other purpose, Respondent stipulates the rendered
7 treatment to Claudia Pulido was below the standard of care in violation of NRS 63 3475(

18 5 Based upon the prior Stipulation and the admission contained in paragraph 4,
19 Respondent agrees to the following terms and conditions

- 20 a. Pursuant to NRS 631.350(1)(d)(h), Respondent shall be placed on probation
21 and her dental practice shall be supervised for a period of one (1) year from
22 the adoption of this Stipulation. During the one (1) year probationary period,
23 Respondent shall allow either the Executive Director of the Board and/or the
24 agent appointed by the Executive Director of the Board to inspect
25 Respondent's records during normal business hours to insure compliance of
26 this Stipulation. During the one (1) year probationary period, Respondent's
27 practice shall be monitored regarding those patients who received endodontic
or fixed prosthetic care and treatment(s). Such monitoring shall include, but
will not be limited to, personally observing the treatment rendered to those
patients who receive endodontic or fixed prosthetic care and treatment.
Respondent shall not perform either endodontic or fixed prosthetic
treatment(s) until after Respondent complies with the provisions of paragraph
5(b) or 5(c) and 5(d) of this Stipulation. Respondent further acknowledges the
Disciplinary Screening Officer and or an agent appointed by the Executive

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1 Director may contact patient(s) who have received either endodontic or fixed
2 prosthetic care and treatment(s) in the event the agent assigned believes there
3 is substantial evidence the treatment received was below the standard of care.
During the one (1) year probationary period Respondent shall:

- 4 1. Maintain a separate list of any patients who receive either endodontic
5 or fixed prosthetic treatment(s). The list shall be made available for
6 inspection during normal business hours.
- 7 2. For those patient(s) receiving endodontic treatment(s), Respondent
8 must take pre operative and post operative x-rays which must be
9 made available for inspection during normal business hours.
- 10 3. For those patient(s) receiving fixed prosthetic treatment(s), the
11 impressions and/or models of such treatment must be kept and made
12 available for inspection during normal business hours.

13 b. Pursuant to N.R.S. 631.350(1)(f), Respondent, upon adoption of this
14 Stipulation, **shall not** provide **endodontic treatment(s)** to patients until
15 Respondent has completed the supplemental education as set forth in
16 paragraph 5(d)(2) of this Stipulation. Upon completion of the supplemental
17 education set forth in paragraph 5(d)(2), Respondent may request in writing
18 to the Executive Director of the Board permission to resume treatment for
19 patients requiring endodontic treatment(s). Upon receiving written permission
20 from the Executive Director, Respondent may commence treating patients
21 requiring endodontic treatment(s) pursuant to all the terms and conditions set
22 forth in this Stipulation. Respondent shall allow either the Executive Director
23 of the Board and/or the agent appointed by the Executive Director of the
24 Board to monitor Respondent's dental practice without notice during normal
25 business hours to insure Respondent does not perform any endodontic
26 treatment(s) until Respondent has completed the supplemental education as
27 set forth in paragraph 5(d)(2). In the event the Executive Director receives
28 substantial evidence Respondent has performed endodontic treatment(s) prior
to completing the supplemental education required pursuant to paragraph 5(d)(2), Respondent agrees her license to practice dentistry in the state of Nevada shall automatically be suspended without any further action of the Board other than the issuance of an Order by the Executive Director. 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 rendering endodontic treatments prior to completing the supplemental education required pursuant to paragraph 5(d)(2). Thereafter, Respondent may request a full Board hearing to reinstate her license to practice dentistry in the State of Nevada. 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.

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1 c. Pursuant to N.R.S. 631.350(1)(f), Respondent, upon adoption of this
2 Stipulation shall not provide fixed prosthetic treatment(s) to patients until
3 Respondent has completed the supplemental education as set forth in
4 paragraph 5(d)(3) of this Stipulation. Upon completion of the supplemental
5 education set forth in paragraph 5(d)(3), Respondent may request in writing
6 to the Executive Director of the Board permission to resume treatment of
7 patients requiring fixed prosthetics. Upon receiving written permission from
8 the Executive Director, Respondent may commence treating patients
9 requiring fixed prosthetics pursuant to all the terms and conditions set forth
10 in this Stipulation. Respondent shall allow either the Executive Director of
11 the Board and/or the agent appointed by the Executive Director of the Board
12 to monitor Respondent's dental practice without notice during normal
13 business hours to insure Respondent does not perform any fixed prosthetic
14 treatment(s) until Respondent has completed the supplemental education as
15 set forth in paragraph 5(d)(3). In the event the Executive Director receives
16 substantial evidence Respondent has performed fixed prosthetic treatment(s)
17 prior to completing the supplemental education required pursuant to
18 paragraph 5(d)(3), Respondent agrees her license to practice dentistry in the
19 state of Nevada shall automatically be suspended without any further action
20 of the Board other than the issuance of an Order by the Executive Director.
21 Respondent agrees to waive any right to seek injunctive relief from any
22 Federal or State of Nevada District Court to prevent the automatic suspension
23 of Respondent's license to practice dentistry in the State of Nevada due to
24 Respondent rendering fixed prosthetic treatments prior to completing the
25 supplemental education required pursuant to paragraph 5(d)(3). Thereafter,
26 Respondent may request a full Board hearing to reinstate her license to
27 practice dentistry in the State of Nevada. Respondent shall also be
28 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)(k), in addition to completing the required
continuing education, Respondent shall obtain a total of fifty (50) additional
hours of supplemental education in the following areas:

Ten (10) hours regarding dental ethics;

2. Twenty (20) hours regarding endodontics requiring hands-on clinical
demonstration; and

3. Twenty (20) hours regarding fixed prosthetics requiring hands-on
clinical demonstration.

All supplemental education must be completed within twelve (12) months of
the approval of this Stipulation by the Board. The supplemental education
must be submitted in writing to the Executive Director of the Board for
approval prior to attendance. Upon receipt of a written request to attend
supplemental education, the Executive Director of the Board shall notify
Respondent in writing whether the requested supplemental education is
approved for attendance. All costs associated with this supplemental
education shall be paid by Respondent.

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2 In the event Respondent fails to complete all of the supplemental education
3 within twelve (12) months of adoption of this Stipulation, Respondent agrees
4 her license to practice dentistry in the state of Nevada shall automatically be
5 suspended without any further action of the Board other than the issuance of
6 an Order by the Executive Director. Upon submitting written proof of
7 completion of all the supplemental education, Respondent's license to
8 practice dentistry in the State of Nevada will be automatically reinstated
9 pursuant to the terms and conditions of this Stipulation. Respondent agrees
10 to waive any right to seek injunctive relief from any Federal or State of
11 Nevada District Court to prevent the automatic suspension of Respondent's
12 license to practice dentistry in the State of Nevada due to Respondent failure
13 to comply with Paragraph 5(d). Respondent shall also be responsible for any
14 costs or attorney's fees incurred in the event the Board has to seek injunctive
15 relief to prevent Respondent from practicing dentistry during the period
16 Respondent's license is automatically suspended.

- 17 e. Pursuant to NRS 631.350(1)(c), Respondent agrees pay a fine to the Board
18 in the amount of one hundred (\$100.00) Dollars. This amount shall be
19 deposited with the Board within seven (7) days of execution of this
20 Stipulation. If the Board does not adopt this Stipulation the amount of one
21 hundred (\$100.00) dollars will be returned in full to Respondent.
- 22 f. Respondent agrees to reimburse the Board for costs of the investigation and
23 to monitor this Stipulation in the amount of fourteen thousand (\$14,000.00)
24 dollars. This amount shall be deposited with the Board within seven (7) days
25 of execution of this Stipulation. If the Board does not adopt this Stipulation
26 the amount of fourteen thousand (\$14,000.00) dollars will be returned in full
27 to Respondent.
- 28 g. Pursuant to NRS 631.350(1), Respondent agrees to reimburse Ms. Pulido in
the amount of two thousand four hundred and eighty-eight (\$2,488.00)
Dollars. Within seven (7) days of execution of this agreement, Respondent
shall deliver to the Board a check in the amount of two thousand four
hundred and eighty-eight (\$2,488.00) Dollars made payable to Ms. Claudia
Pulido. This check will only be delivered to Ms. Pulido in the event the
Board adopts this Stipulation. In the event the Board does not adopt this
Stipulation the check will be returned to Respondent.
- h. In the event Respondent fails to make any of the payments set forth pursuant
to either paragraph 5(e), or 5(f) or 5(g), 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 by
the Board's Executive Director suspending Respondent's license.
Respondent agrees to the payment of Twenty-Five (\$25.00) Dollars for each
day Respondent is in default of any of the payments required by either
paragraph 5(e), or 5(f) or 5(g). Respondent may cure any default regarding
the payments set forth in Paragraphs 5(e), or 5(f) or 5(g) by delivering to the
Board's Executive Director the total amount in default, plus the Twenty-Five
Dollar (\$25.00) per day assessment. Upon receipt of payment in full of any
amount in default, plus the Twenty-Five Dollar (\$25.00) per day assessment,
the Executive Director shall issue an Order reinstating Respondent's license
to practice dentistry in the State of Nevada without any further action
necessary by the Board. Respondent agrees to waive any right to seek

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1 injunctive relief from any Federal or State of Nevada District Court to
2 prevent the automatic suspension of Respondent's license to practice
3 dentistry in the State of Nevada due to Respondent failure to comply with
4 Paragraphs 5(e), or 5(f) or 5(g). 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.

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

- 7 j. Respondent waives any right to have the amounts owed pursuant Paragraphs
8 5(e), or 5(f) or 5(g) discharged in bankruptcy.
- 9 k. Pursuant to NRS 631.350(1)(k), Respondent shall, within ninety (90) days of
10 the Stipulation being adopted by the Board, retake the jurisprudence
11 examination (See N.R.S. § 631.240(2)) on the contents and interpretation of
12 chapter 631 of the Nevada Revised Statutes and the regulations of the Board.
13 The jurisprudence examination is administered on the first Monday of each
14 month at 10:00 a.m. and 2:00 p.m. at the Board's office. Respondent shall
15 contact the Board to schedule a time to submit to the re-examination. In the
16 event Respondent fails to successfully pass the jurisprudence examination
17 within ninety (90) days of adoption of this Stipulation, Respondent agrees her
18 license to practice dentistry in the State of Nevada shall be automatically
19 suspended until Respondent successfully completes the re-examination of the
jurisprudence test. Upon successful completion of the test, Respondent's
license to practice dentistry in the State of Nevada will be automatically
reinstated. 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 failure to comply with Paragraph 5(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.
- 20 l. In the event Respondent does not actively practice dentistry in the State of
21 Nevada, the one (1) year probationary period shall be tolled for the period of
inactive practice.

22 CONSENT

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

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

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

4 9. Respondent has reviewed the Stipulation with her attorney, John Sillis, Esq., who has
5 explained each and every provision contained in this Stipulation to the Respondent.

6 10. Respondent acknowledges he is consenting to this Stipulation voluntarily, without
7 coercion or duress and in the exercise of her own free will.

8 11 Respondent acknowledges no other promises in reference to the provisions contained
9 in this Stipulation have been made by any agent, employee, counsel or any person affiliated with the
10 Nevada State Board of Dental Examiners.

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

14 13 Respondent agrees in the event the Board adopts this Stipulation he hereby waives
15 any and all rights to seek judicial review or otherwise to challenge or contest the validity of the
16 provisions contained in the Stipulation.

17 14. This Stipulation will be considered by the Board in an open meeting. It is understood
18 and stipulated the Board is free to accept or reject the Stipulation and, if the Stipulation is rejected
19 by the Board, further disciplinary action may be implemented. This Stipulation will only become
20 effective when the Board has approved the same in an open meeting. Should the Board adopt this
21 Stipulation, such adoption shall be considered a final disposition of a contested case. Respondent
22 acknowledges and agrees of this Stipulation shall be made available to the public inspection and
23 copying. Respondent acknowledges and agrees copies of this Stipulation may be disseminated by
24 the Board to the public, or any licensing board or any agency which is investigating Respondent,
25 including but not limited to any law enforcement agency. Respondent agrees and acknowledges this

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FROM :

05/22/2006 16:28 FAX 702 366 5990

FAX NO. :

RALEIGH HUNT MCGARRY DRI

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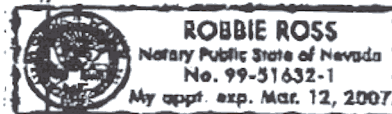
1 Stipulation shall be reported to the National Practitioners Data Bank

2 DATED this 10 day of Feb, 2006.

3
4 
5 FARAH DIVANBEIGI, D.D.S.
6 Respondent

7 SUBSCRIBED and SWORN to before me
8 this 10 day of FEBRUARY, 2006.

9 
10 NOTARY PUBLIC



11 APPROVED AS TO FORM & CONTENT APPLIED AS TO FORM & CONTENT

12 
13 JOHN A. HUNT, ESQUIRE
14 Raleigh, Hunt & McGarry, P.C.
15 Board Counsel

16 
17 J. STEPHEN SILL, B.M.D., D.S.O.
18 Disciplinary Screening Office/Informal
19 Hearing Officer

20 APPROVED AS TO FORM & CONTENT

21 
22 ROBERT B. ZARO, ESQ.
23 Attorney for Respondent

24 The foregoing Stipulation was approved/d. moved by a vote of the Nevada State Board
25 of Dental Examiners at a properly noticed meeting.

26 DATED this 23 day of MAY, 2006

27 NEVADA STATE BOARD OF DENTAL EXAMINERS

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TONY GUILLEN, D.D.S.
President

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BEFORE THE NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF
DENTAL EXAMINERS,

Complainant,

vs

JOHN HASTINGS, D.D.S.,

Respondent.

Case No. O6-1282

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between JOHN HASTINGS, D.D.S. (hereinafter "Respondent"), in proper person, and THE NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board") by and through Disciplinary Screening Officer, J. GORDON KINARD, D.D.S., and the Board's counsel, JOHN A. HUNT, ESQ., of the law firm of RALEIGH, HUNT & McGARRY, P.C. as follows

Currently, the Board is conducting an investigation into the dental practice of Respondent.

2 On February , 2004, Respondent entered into a Management Services and Lease Agreement with Southwest Dental Management, Inc. (hereinafter "Management Agreement") Respondent maintains he believed the Management Agreement was in compliance with NRS 631 and NAC 631

3 NRS 631.3465 provides, in relevant part, the following acts, among others, constitute unprofessional conduct

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1 ownership and has or exercised control over all or substantially all of
2 the tangible assets, leaseholds, and/or goodwill of the dental practice;

3 E. The non-licensed person, entity, manager agrees to provide and/or
4 controls dental practice management services, i.e., employing the dental
5 practice's office's non-professional staff, providing payroll, business
6 systems and procedures, purchasing, information system, supplies,
7 marketing, planning, accounts receivable and deposits;

8 F. The non-licensed person, entity, manager contracts with the Nevada
9 licensee that the latter is required to provide dentistry services only
10 through the non-licensed person, entity, or manager and/or to devote
11 their full time and attention to such matters;


12 G. The non-licensed person, entity, manager operates the dental offices, on
13 a day to day basis, but is also required to maintain the offices.
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15 6. On September 14, 2005, the Board notified Respondent of a verified complaint
16 received from Paulita Camacho. On September 27, 2005, Respondent filed an answer to the
17 complaint with the Board.
18

19 7. On March 22, 2006, Respondent terminated his relationship with Southwest
20 Dental Management Inc.
21

22 8. On April 10, 2006, Dr. Leonard Gordon the alleged owner of Southwest Dental
23 Management Inc. informed Board Counsel he would no longer be operating any dental
24 management agreements in the State of Nevada. Further, Dr. Gordon has informed the Board
25 Counsel he is selling the assets of Southwest Dental Management, to Nevada licensee Dr.
26 Tinh Trung Ho, license #4722T.
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based upon the information received to date. During
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1 497, 498 (1986); and see *Minton v. Board of Medical Examiners*, 10 Nev. 1060, 881 P.2d
2 1339 (1994), see also NRS 233B.135(3)(e), but not for any other purpose, finds there is
3 substantial evidence that Respondent rendered treatment below the standard of care to Paulita
4 Camacho in violation of NRS 63 3475(1).

5
6 11 Based upon the limited investigation conducted to date, Disciplinary Screening
7 Officer, J. Gordon Kinard, D.D.S., applying the administrative burden of proof of substantial
8 evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d
9 497, 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d
10 1339 (1994), see also NRS 233B.135(3)(e), but not for any other purpose, finds there is
11 substantial evidence Respondent failed to notify the Board in writing by certified mail of the
12 service upon him of the filing of malpractice complaints of Seth Kittsmiller and Shineka Foy
13 and in violation of NAC 631.155(5).

14
15 12. Applying the administrative burden of proof of substantial evidence as set forth
16 in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); see
17 also NRS 233B.135, and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 88
18 P.2d 1339 (1994), see also NRS 233B.135(3)(e), but not for any other purpose, Respondent
19 admits and stipulates that the management agreement Respondent entered into with
20 Southwest Dental Management, Inc. was in violation on NRS 631.3465(3) and NRS
21 631.395(10).

22
23 13. Applying the administrative burden of proof of substantial evidence as set
24 forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498
25 (1986); see also NRS 233B.135, and see *Minton v. Board of Medical Examiners*, 10 Nev.
26 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e), but not for any other purpose,
27 Respondent admits to violating NAC 631 55(5) when Respondent failed to notify the Board
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1 in a timely manner in writing by certified mail of the service upon him of the filing of
2 malpractice complaints of Seth Kittsmiller and Shineka Foy.

3
4 14. Applying the administrative burden of proof of substantial evidence as set forth
5 in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 986); see
6 also NRS 233B.135, and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881
7 P.2d 1339 (1994), see also NRS 233B.135(3)(e), but not for any other purpose, Respondent
8 admits and stipulates the rendered treatment to Paulita Camacho was below the standard of
9 care in violation of NRS 631.3475(1

10
11 15 Based upon the admissions contained in Paragraphs 12, 13, & without
12 admitting the findings of the Disciplinary Screening Officer contained in paragraph 14,
13 Respondent agrees to the following terms and conditions:

14
15 A. Respondent's dental practice shall be monitored for a period of one (1)
16 year from the adoption of this Stipulation. During the one (1) year
17 monitoring period, Respondent shall allow either the Executive
18 Director of the Board and/or the agent appointed by the Executive
19 Director of the Board to inspect Respondent's records during normal
20 business hours to insure compliance of this Stipulation. During the one
21 (1) year monitoring period, Respondent's extraction patient charts and
records will be subject to review. Such review shall include, but will
not be limited to, personally observing the treatment rendered by
Respondent as well as contacting patients who have received
extractions. During the monitoring period Respondent shall have
available and will maintain pre and post operative x-rays on all
extractions patients.

22 B Should Respondent enter into a management agreement in the future
23 and should the Board subsequently find the agreement violates either
24 NRS 631.3465(3) and/or NRS 631.395(10), Respondent agrees such a
finding pursuant to NRS 631.3485(1) would be deemed to be a willful
violation of either NRS 631.3465(3) and/or NRS 631.395(10)

25 C. Respondent, pursuant to NRS 631.350(1)(j), shall retake the
26 jurisprudence test as required by NRS 631.240(2) on the contents and
27 interpretation of NRS 631 and the regulations of the Board.
Respondent shall have ninety (90) days, commencing upon adoption
of this Stipulation, to complete the re-examination. The jurisprudence

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MAY 30 2006

2 examination is administered on the first Monday of each month at
3 10:00 a.m. and 2:00 p.m. at the Board's office. Respondent shall
4 contact the Board to schedule a time to submit to the re-examination.
5 In the event Respondent fails to successfully complete the re-
6 examination within ninety (90) days of adoption of this Stipulation,
7 Respondent agrees his license to practice dentistry in the State of
8 Nevada shall be automatically suspended without any further action of
9 the Board other than issuance of an order by the Executive Director.
10 Upon successful completion of the re-examination, 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 13(C). 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.

1 D. Respondent agrees to reimburse the Board for costs of the investigation
2 and to monitor this Stipulation in the amount of Two Thousand Five
3 Hundred (\$2,500.00) Dollars. This amount shall be paid within twelve
4 (12) months of adoption of the Stipulation by the Board. In the event
5 Respondent fails to make the payment set forth pursuant to paragraph
6 15(D), Respondent agrees his license to practice dentistry in the State
7 of Nevada shall be automatically suspended without any further action
8 of the Board other than the issuance of an order by the Board's
9 Executive Director suspending Respondent's license. Respondent
10 agrees to the payment of Twenty-Five (\$25.00) Dollars for each day
11 Respondent is in default of any of the payments required by paragraph
12 15(D). Respondent may cure any default regarding the payments set
13 forth in paragraph 15(D), by delivering to the Board's Executive
14 Director the total amount in default, plus the Twenty-Five Dollar
15 (\$25.00) per day assessment. Upon receipt of payment in full of any
16 amount in default, plus the Twenty-Five Dollar (\$25.00) per day
17 assessment, the Executive Director shall issue an Order reinstating
18 Respondent's license to practice dentistry in the State of Nevada
19 without any further action necessary by the Board. Respondent agrees
20 to waive any right to seek injunctive relief from any Federal or State of
21 Nevada District Court to prevent the automatic suspension of
22 Respondent's license to practice dentistry in the State of Nevada due to
23 Respondent failure to comply with paragraph 15(D). Respondent shall
24 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.

25 E. Pursuant to NRS 631.350(1), Respondent agreed to and prior to
26 execution of this Stipulation, reimburse Ms. Camancho.

27 F. In the event Respondent fails to cure any default in payment within
28 forty-five (45) days of the default, Respondent agrees the amount may

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be reduced to judgment.

2 G. Respondent waives any right to have the amounts owed pursuant
3 Paragraph 15(D) discharged in bankruptcy.

4 **CONSENT**

5 16 Respondent has read all of the provisions contained in this Stipulation and
6 agrees with them in their entirety.

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

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

13 19. Respondent acknowledges he has read the Stipulation. Respondent
14 acknowledges he has been advised he has the right to have this matter reviewed by
15 independent counsel and he has had ample opportunity to seek independent counsel.
16 Respondent has been specifically informed he should seek independent counsel and advice
17 of independent counsel would be in Respondent's best interest. Having been advised of his
18 right to independent counsel, as well as had the opportunity to seek independent counsel,
19 Respondent hereby acknowledges, by his own free will, he is consenting to the Stipulation
20 without independent counsel. _____

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

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MAY 30 2006

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

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

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

24. This Stipulation will be considered by the Board in an open meeting. It is understood and stipulated the Board is free to accept or reject the Stipulation and, if the Stipulation is rejected by the Board, further disciplinary action may be implemented. This Stipulation will only become effective when the Board has approved the same in an open meeting. Should the Board adopt this Stipulation, such adoption shall be considered a final disposition of a contested case. Respondent acknowledges and agrees of this Stipulation shall be made available to the public inspection and copying. Respondent acknowledges and agrees copies of this Stipulation may be disseminated by the Board to the public, or any licensing board or any agency which is investigating Respondent, including but not limited to any law enforcement agency. Respondent agrees and acknowledges this Stipulation shall be reported to the National Practitioners Data Bank.

DATED this _____ day of _____, 2006.

JOHN HASTINGS, D.D.S.

N.S.B.D.E.

MAY 30 2006

FROM :

FAX NO. :

Feb. 19 2005 10:52AM P3

05/22/2006 16:36 FAX 702 386 5990

RALEIGH HUNT MCGARRY DRI

011/011

Respondent

SUBSCRIBED and SWORN to before me
this 25 day of April, 2006.



NOTARY PUBLIC

APPROVED AS TO FORM & CONTENT

APPROVED AS TO FORM & CONTENT

JOHN A. HUNT, ESQUIRE
Raleigh, Hunt & McGarry, P.C.
Board Counsel

J. GORDON KINARD, D.D.S., D.M.D.
D.S.O.
Disciplinary Screening Office/Informal
Hearing Officer

The foregoing Stipulation was approved/disapproved by a vote of the Nevada State
Board of Dental Examiners at a properly noticed meeting.

DATED this 25 day of May, 2006.

NEVADA STATE BOARD OF DENTAL EXAMINERS

TONY GUILLEN, D.D.S.
President

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N.S.B.D.E.
MAY 30 2006

Law Off
RALEIGH, HUNT & MCGARRY, P.C.
112 GARCES AVENUE
SUITE 200
LAS VEGAS, NEVADA 89101
(702) 386-4842

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STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA

NEVADA STATE BOARD
OF DENTAL EXAMINERS,)

Complainant,)

CASE NO.: 06-1289

STIPULATION

vs.

JODI LYNN KOFORD, D.D.S.,)

Respondent.)

IT IS HEREBY STIPULATED AND AGREED by and between JODI LYNN KOFORD, D.D.S., in proper person (hereinafter "Respondent"), and THE NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter the "Board") by and through Disciplinary Screening Officer, JAMES G. KINARD, D.D.S., and the Board's counsel, JOHN A. HUNT, ESQ., of the law firm of RALEIGH, HUNT & MCGARRY, P.C. as follows

On November 29, 2005, the Board notified Respondent that on November 15, 2005 at a properly noticed meeting, pursuant to Agenda item 5(e) the Board authorized an investigation whether Respondent violated NAC 631.155(3) regarding the Stipulated Settlement Agreement entered into between the Respondent and the Kentucky Board of Dentistry attached as Exhibit On December 15, 2005, Respondent filed an answer to the authorized investigation.

2 Based upon the limited investigation conducted to date, Disciplinary Screening Officer, James G. Kinard, D.D.S., 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), and NRS 631.350(1), but not for any other purpose, finds there is substantial evidence that Respondent failed to notify the Board within 30 days in writing by certified mail of the Stipulated Settlement Agreement entered into with Kentucky Board of Dentistry in



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1 violation of NAC 631.155(3).

2 3. Applying the administrative burden of proof of substantial evidence as set forth in
3 *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986);, and see *Minton*
4 *v. Board of Medical Examiners*, 110 Nev 1060, 881 P.2d 1339 (1994), see also NRS
5 233B.135(3)(e), and NRS 631.350(1), but not for any other purpose, Respondent admits she failed
6 to notify the Board within 30 days in writing by certified mail of the Stipulated Settlement
7 Agreement entered into with Kentucky Board of Dentistry in violation of NAC 631.155(3).

8 4 Based upon the limited investigation conducted to date, the findings of Disciplinary
9 Screening Officer, James G. Kinard, D.D.S., and the admission contained in paragraph three (3) the
10 parties have agreed to resolve the pending disciplinary action pursuant to the following terms and
11 conditions:

- 12 a. Respondent agrees to voluntarily surrender her license and deliver to the
13 Board her license and certificate of registration, previously issued to her,
upon adoption of this Stipulation by the Board.
- 14 b. Respondent agrees and acknowledges the Board may accept or reject the
15 surrender of the license.
- 16 c. Respondent agrees and acknowledges if the Board accepts the surrender of
17 Respondent's license, Respondent may petition the Board to reinstate her
18 license to practice dentistry in Nevada upon submitting written proof that
19 Respondent's license to practice dentistry in the state of Kentucky has been
20 reinstated without condition(s) and is in good standing. Without condition(s)
is defined to mean Respondent's dental practice is **not** subject to any form of
probation, monitoring or supervision. Upon petitioning for reinstatement the
Board may consider any other factors they deem appropriate in determining
whether to reinstate Respondent's privilege to practice dentistry in the state
of Nevada.
- 21 d. Respondent acknowledges she has not practiced dentistry in the State of
22 Nevada since she was issued a license. Respondent agrees that a Disciplinary
23 Screening Officer and/or any other agent appointed by the Board will assure
24 compliance with all of the provisions contained in this Stipulation.
- 25 e. Regarding the matters currently pending before the Board, the Board hereby
26 waives the right to initiate any further action, as set forth in NRS 631.350.
- 27 f. Respondent agrees to reimburse the Board for costs of the investigation and
28 to monitor this Stipulation in the amount of Seven Hundred and Fifty
(\$750.00) Dollars. The reimbursement amount set forth in this paragraph
shall be delivered to the Board office within seven (7) days after execution
of the Stipulation by Respondent. The payment will be deposited by the


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1 Board upon receipt. If this Stipulation is not adopted, the Board will issue
2 a check in the amount of Seven Hundred and Fifty (\$750.00) Dollars to
Respondent.

3 g. In the event Respondent fails to deliver to the Board the payment as required
4 by Paragraph 4(f), Respondent agrees her license to practice dentistry in the
5 State of Nevada shall be automatically be revoked without any further action
6 of the Board other than the issuance of an order by the Board's Executive
7 Director revoking Respondent's license. Respondent agrees to the payment
8 of Twenty-Five Dollars (\$25.00) for each day Respondent fails to deliver
9 payment required by Paragraph 4(f). Respondent may cure any default
10 regarding the payment set forth in Paragraph 4(f) by delivering to the
11 Board's Executive Director the total amount in default, plus the Twenty-Five
12 Dollar (\$25.00) per day assessment. Upon receipt of payment in full of any
13 amount in default, plus the Twenty-Five Dollar (\$25.00) per day assessment,
the Executive Director shall issue an Order reinstating Respondent's license
status as being surrendered in the State of Nevada without any further action
necessary by the Board. Respondent agrees to waive any right to seek
injunctive relief from any Federal or State of Nevada District Court to
prevent the automatic revocation of Respondent's license to practice dentistry
in the State of Nevada due to Respondent's failure to comply with Paragraph
4(f). 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.

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

16 Respondent waives any right to have the amounts owed pursuant Paragraph
17 4(f) discharged in bankruptcy.

18 CONSENT

19 5. Respondent has read all of the provisions contained in this Stipulation and agrees with
20 them in their entirety.

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

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

26 8. Respondent acknowledges she has read the Stipulation. Respondent acknowledges
27 she has been advised she has the right to have this matter reviewed by independent counsel and she
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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 by her own free will, she is consenting to the Stipulation without independent counsel.

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

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

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

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

13. This Stipulation will be considered by the Board in an open meeting. It is understood and stipulated the Board is free to accept or reject the Stipulation and, if the Stipulation is rejected by the Board, further disciplinary action may be implemented. This Stipulation will only become effective when the Board has approved the same in an open meeting. Should the Board adopt this Stipulation, 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 Practitioners Data Bank.

DATED this 5 day of April

JODI LYNN KOFORD, D.D.S.
Respondent

JLK

N.S.B.D.E.

MAY 30 2006

1 SUBSCRIBED and SWORN to before me
2 this 5th day of April, 2006.

3 Julie Clemens
4 NOTARY PUBLIC 4/13/07 up.

5 APPROVED AS TO FORM & CONTENT

6 John A. Hunt
7 JOHN A. HUNT, ESQUIRE
8 Raleigh, Hunt & McGarry, P.C.
Board Counsel

APPROVED AS TO FORM & CONTENT

9 James G. Kinard
10 JAMES G. KINARD, D.D.S., D.S.O.
11 Disciplinary Screening Officer/Informal
Hearing Officer

12 The foregoing Stipulation was approved/disapproved by a vote of the Nevada State Board
13 of Dental Examiners at a properly noticed meeting.

14 DATED this 23 day of MAY, 2006.

15 NEVADA STATE BOARD OF DENTAL EXAMINERS

16 Tony Guillen
17 TONY GUILLEN, D.D.S.
18 President

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28 JLK.

BEFORE THE NEVADA STATE BOARD OF DENTAL EXAMINERS**NEVADA STATE BOARD OF
DENTAL EXAMINERS,****Complainant,****vs.****P. TOM GROSSMAN, D.D.S.,****Respondent.****Case No.: 05-1237****STIPULATION**

IT IS HEREBY STIPULATED AND AGREED by and between P. TOM GROSSMAN, D.D.S. (hereinafter "Respondent"), by and through his legal counsel, John R. Bailey, Esq. of the law firm of Bailey•Merrill, LLP, and THE NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board") by and through Disciplinary Screening Officer, J. STEPHEN SILL, D.M.D., and the Board's counsel, JOHN A. HUNT, ESQ., of the law firm of RALEIGH, HUNT & MCGARRY, P.C. as follows:

1. Currently, the Board is conducting an investigation into the dental practice of Respondent.

2. On July 1, 2002, Respondent entered into a Management Services Agreement with All Care Dental, a California corporation (hereinafter "Management Agreement"). Respondent maintains he believed the Management Agreement was in compliance with NRS 631 and NAC 631.

3. NRS 631.3465 provides, in relevant part, the following acts, among others, constitute unprofessional conduct:

4. Associating with or being employed by a person not licensed pursuant to this chapter if that person exercises control over the services offered by the dentist, owns all or part of the dentist's practice


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or receives or shares the fees received by the dentist who associates with or is employed by a person who owns or controls a dental practice pursuant to NRS 631.385.

4. NRS 631.395 provides, in relevant part, a person is guilty of the illegal practice of dentistry or dental hygiene who:

10. Except as otherwise provided in NRS 631.385, owns or controls a dental practice, shares in the fees received by a dentist or controls or attempts to control the services offered by a dentist if the person is not himself licensed pursuant to this chapter; or

11. Aids or abets another in violating any of the provision of this chapter.

5. Since Respondent entered into the Management Agreement, the Board has addressed similar issues wherein various factors were discussed in relation to NRS 631.3465(3) and/or NRS 631.395(10). Respondent recognizes the following non-exhaustive list of factors may be considered in determining whether these sections have been violated:

A. Where a non-licensed person, entity, manager owns or controls patient records:

B. The non-licensed person, entity, manager is given a power of attorney or is a signatory to the financial account(s) of a Nevada licensee who owns a Nevada dental practice, or where the non-licensed person, entity, manager controls the majority, if not all, of the financial aspects of the dental practice;

C. Where the compensation paid to the Nevada licensee is based upon production or where the non-licensed person, entity, manager receives the majority of the compensation generated by the dental practice;

D. The non-licensed person, entity, manager receives or holds title or ownership and has or exercised control over all or substantially all of the tangible assets, leaseholds, and/or goodwill of the dental practice;

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1 E. The non-licensed person, entity, manager agrees to provide and/or
2 controls dental practice management services, i.e., employing the dental
3 practice's office's non-professional staff, providing payroll, business
4 systems and procedures, purchasing, information system, supplies,
5 marketing, planning, accounts receivable and deposits;

6 F. The non-licensed person, entity, manager contracts with the Nevada
7 licensee that the latter is required to provide dentistry services only
8 through the non-licensed person, entity, or manager and/or to devote
9 their full time and attention to such matters;

10 G. The non-licensed person, entity, manager operates the dental offices, on
11 a day to day basis, but is also required to maintain the offices.

12 6. On September 1, 2005, the Board notified Respondent that it had authorized
13 an investigation regarding whether Respondent had violated NRS 631.395(11). On
14 September 16, 2005, Henry A. Holguin, Esq. filed an answer on behalf of the Respondent.

15 7. In April 2006, Respondent terminated the Management Agreement with All
16 Care Dental.

17 8. To the best of Respondent's knowledge Jack Kavanaugh, M.D., D.D.S. aka
18 Jakob Konieczpolski, aka Jack Konitz was the owner of All Care Dental.

19 9. To the best of Respondent's knowledge Jack Kavanuagh, M.D., D.D.S. sold
20 All Care Dental to Alex Reza Sharifan, D.D.S.. Respondent did not sell a dental practice to
21 Dr. Alex Reza Sharifan.

22 10. To the best of Respondent's knowledge Alex Reza Sharifan, D.D.S. is
23 licensed to practice dentistry in the State of Nevada.

24
25 11 On or about May 2, 2005, Respondent began working as an employee for a
26 professional corporation operated by Dr. Ali Reza Sharifan.

27 12. Based upon the limited investigation conducted to date, Disciplinary Screening
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Officer, J. Stephen Sill, D.M.D., 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, finds there is substantial evidence from July 1, 2002, until Respondent terminated his relationship with All Care Dental on April 28, 2006, Respondent unknowingly violated NRS 631.3465(3) and NRS 631.395(10) & (11) when Respondent allowed All Care Dental to control the following aspects of Respondent's dental practice:

- A. The managers for All Care Dental were given control and ownership of patient records; and
- B. The managers for All Care Dental were given a power of attorney and were signatory's to the financial account(s) of the Respondent including but not limited to Respondent's bank accounts; and
- C. All Care Dental owned or otherwise had a collateral interest in the accounts receivable of the Respondent and controlled all of the financial aspects of Respondent's dental practice; and
- D. During the term of the Management Agreement with All Care Dental, Respondent was paid based solely upon a percentage of the dental services provided by him and a per diem. The remaining balance of revenue generated by Respondent's practice after expenses was retained by All Care Dental.

13. 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); see also NRS 233B.135, and see *Minton v. Board of Medical Examiners*, 10 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e), but not for any other purpose, Respondent admits and stipulates that the Management Agreement he entered into with All Care Dental was in violation on NRS 631.3465(3) and NRS 631.395(10).


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1 14. Based upon the admissions contained in Paragraph 13, Respondent agrees to
2 the following terms and conditions:

- 3
- 4 A. Respondent's dental practice shall be monitored for a period of one (1)
5 year from the adoption of this Stipulation. During the one (1) year
6 monitoring period, Respondent shall allow either the Executive
7 Director of the Board and/or the agent appointed by the Executive
8 Director of the Board to inspect Respondent's records during normal
9 business hours to insure compliance of this Stipulation.
- 10 B Should Respondent enter into a management agreement in the future
11 and should the Board subsequently find the agreement violates either
12 NRS 631.3465(3) and/or NRS 631.395(10), Respondent agrees such a
13 finding pursuant to NRS 631.3485(1) would be deemed to be a willful
14 violation of either NRS 631.3465(3) and/or NRS 631.395(10)
- 15 C. Respondent, pursuant to NRS 631.350(1)(j), shall retake the
16 jurisprudence test as required by NRS 631.240(2) on the contents and
17 interpretation of NRS 631 and the regulations of the Board.
18 Respondent shall have ninety (90) days, commencing upon adoption
19 of this Stipulation, to complete the re-examination. The jurisprudence
20 examination is administered on the first Monday of each month at
21 10:00 a.m. and 2:00 p.m. at the Board's office. Respondent shall
22 contact the Board to schedule a time to submit to the re-examination.
23 In the event Respondent fails to successfully complete the re-
24 examination within ninety (90) days of adoption of this Stipulation,
25 Respondent agrees his license to practice dentistry in the State of
26 Nevada shall be automatically suspended without any further action of
27 the Board other than issuance of an order by the Executive Director.
28 Upon successful completion of the re-examination, 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 14(C). 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.
- D. Respondent agrees to reimburse the Board for costs of the investigation and
to monitor this Stipulation in the amount of Three Thousand Five Hundred
(\$3,500.00) Dollars. This amount shall be deposited with the Board within
seven (7) days of execution of this Stipulation. If the Board does not adopt
this Stipulation the amount of Three Thousand Five Hundred (\$3,500.00)
Dollars will be returned in full to Respondent. In the event Respondent
fails to make the payment set forth pursuant to paragraph 14(D),
Respondent agrees his license to practice dentistry in the State of
Nevada shall be automatically suspended without any further action of

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the Board other than the issuance of an order by the Board's Executive Director suspending Respondent's license. Respondent agrees to the payment of Twenty-Five (\$25.00) Dollars for each day Respondent is in default of any of the payments required by paragraph 14(D). Respondent may cure any default regarding the payments set forth in paragraph 14(D), by delivering to the Board's Executive Director the total amount in default, plus the Twenty-Five Dollar (\$25.00) per day assessment. Upon receipt of payment in full of any amount in default, plus the Twenty-Five Dollar (\$25.00) per day assessment, the Executive Director shall issue an Order reinstating Respondent's license to practice dentistry in the State of Nevada without any further action necessary by the Board. 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 failure to comply with paragraph 14(D). Respondent shall also be responsible for any costs or attorney's fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent's license is automatically suspended.

E Respondent agrees should the Board receive a complaint regarding either treatment or a claim is made for monies paid wherein the services were not rendered which occurred between July 2, 2002 until April 28, 2006 the time which Respondent operated under the management agreement with All Care Dental, Respondent agrees after having an opportunity to file and answer to the complaint, should a Disciplinary Screening Officer finds there is substantial evidence either the treatment rendered was below the standard of care or the complainant paid for services not rendered, Respondent agrees to reimburse the complainant within (30) days of a written decision issued by the Disciplinary Screening Officer. In the event Respondent fails to reimburse the complainant within thirty (30) days of a written decision by the Disciplinary Screening Officer, 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 by the Board's Executive Director suspending Respondent's license. Respondent agrees to the payment of Five (\$25.00) Dollars for each day Respondent is in default of any of the payments required by paragraph 13(E). Respondent may cure any default regarding the payments set forth in paragraph 14(E), by delivering to the Board's Executive Director the total amount in default, plus the Twenty-Five Dollar (\$25.00) per day assessment. Upon receipt of payment in full of any amount in default, plus the Twenty-Five Dollar (\$25.00) per day assessment, the Executive Director shall issue an Order reinstating Respondent's license to practice dentistry in the State of Nevada without any further action necessary by the Board. 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 failure to comply with paragraph 14(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


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license is automatically suspended.

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

5 G. Respondent waives any right to have the amounts owed pursuant
6 Paragraph 14(D) discharged in bankruptcy.

7 **CONSENT**

8 15. Respondent has read all of the provisions contained in this Stipulation and
9 agrees with them in their entirety.

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

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

16 18. Respondent has reviewed the Stipulation with his attorney, John R. Bailey,
17 Esq., who has explained each and every provision contained in this Stipulation to the
18 Respondent.

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

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

24 21. Respondent acknowledges the provisions in this Stipulation contain the entire
25 agreement between Respondent and the Board and the provisions of this Stipulation can only
26 be modified, in writing, with Board approval

27 22. The parties agree that neither party shall be deemed to be drafter of this
28


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Stipulation and, in the event this Stipulation is ever construed by a court of law or equity, such court shall not construe this Stipulation or any provision hereof against either party as the drafter of the Stipulation. The parties acknowledge that both parties have contributed substantially and materially to the preparation of this Stipulation.

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

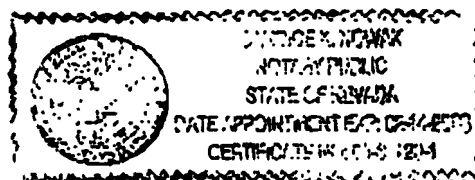
24. This Stipulation will be considered by the Board in an open meeting. It is understood and stipulated the Board is free to accept or reject the Stipulation and, if the Stipulation is rejected by the Board, further disciplinary action may be implemented. This Stipulation will only become effective when the Board has approved the same in an open meeting. Should the Board adopt this Stipulation, such adoption shall be considered a final disposition of a contested case. Respondent acknowledges and agrees of this Stipulation shall be made available to the public inspection and copying. Respondent acknowledges and agrees copies of this Stipulation may be disseminated by the Board to the public, or any licensing board or any agency which is investigating Respondent, including but not limited to any law enforcement agency. Respondent agrees and acknowledges this Stipulation shall be reported to the National Practitioners Data Bank.

DATED this 16 day of June, 2006.


P. TOM GROSSMAN D.D.S.
Respondent

SUBSCRIBED and SWORN to before me
this 16 day of June, 2006.


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APPROVED AS TO FORM & CONTENT

JOHN R. BAILEY ESQ.

APPROVED AS TO FORM & CONTENT

JOHN A. HUNT, ESQUIRE
Ralph, Hunt & McGarry, P.C.
Board Counsel

APPROVED AS TO FORM & CONTENT

J. STEPHEN SELL, D.M.D., D.M.D.,
D.S.O.
Disciplinary Screening Office/Informal
Hearing Officer

The foregoing Stipulation was approved/disapproved by a vote of the Nevada State
Board of Dental Examiners at a properly noticed meeting.

DATED this 26 day of JUNE, 2006.

NEVADA STATE BOARD OF DENTAL EXAMINERS

TONY GUILLEN, D.D.S.
President

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