

**STATE BOARD OF DENTISTRY**  
**Minutes**  
**December 8, 2023**

**I. CALL TO ORDER AND ESTABLISHMENT OF QUORUM**

Dr. Robert Findley called the meeting to order at 9:00 a.m. in the Professional Licensing Agency Conference Room W064, Indiana Government Center South, 402 West Washington Street, Indianapolis, Indiana, and declared a quorum in accordance with Indiana Code § 25-14-1-12(a).

**Board Members Present:**

Robert D. Findley, D.D.S., President  
Ted M. Reese, D.D.S., Vice President  
Annette J. Williamson, D.D.S., Secretary/Designee  
Richard R. Nowakowski, D.D.S.  
Jeffrey L. Snoddy, D.D.S.  
Edward Sammons, D.D.S.  
Matthew Kolkman, D.D.S.  
Crunch Wells, D.M.D  
Twyla Rader, L.D.H.  
Tammera Glickman, Consumer Member

**Board Members Not Present:**

R. Daron Sheline, D.D.S.

**State Officials Present:**

Cindy Vaught, Board Director, Professional Licensing Agency  
Dana Brooks, Assistant Board Director, Professional Licensing Agency  
Bradley Repass- Litigation Specialist, Professional Licensing Agency  
Leif Johnson, Deputy Attorney General, Office of the Attorney General

**II. ADOPTION OF AGENDA**

A motion was made and seconded to adopt the agenda as amended.

Glickman/Sammons  
Motion carried 10-0-0

**III. ADOPTION OF THE MINUTES**

The minutes of August 4, 2023 are accepted as amended.

Reese/Kolkman  
Motion carried 10-0-0

The minutes of October 6, 2023 are accepted as amended.

Sammons/Williamson  
Motion carried 10-0-0

## VI. PERSONAL APPEARANCES

### A. PROBATION

1. **John Rosenbaum, CHC, & Erin Rake, D.D.S.**  
**Aria Dental Care, PC, Registration No. 65000038A**  
Cause No. 2023 ISBD 0005

Mr. Rosenbaum appeared to provide an update on Aria Dental Care's ongoing probation. He stated that they have complied with all the terms of the probation, but they have not yet received a visit from the Board's Compliance officer.

Based upon the Board's instructions, Aria Dental has implemented infection control measures and have portable autoclaves to complete the sterilization on location in compliance with OSHA guidelines. The dental hygienist or the dental assistant will complete the sterilization. Spore testing is done by Mesa Labs. He clarified each sterilization step and OSHA sterilization training to the Board's satisfaction.

The Board informed Mr. Rosenbaum that they will give him notice when the Compliance Officer will visit to monitor the progress.

2. **Rachael Brown, L.D.H., License No. 13004178A**  
Cause No. 2022 ISBD 0010

Ms. Brown appeared as requested to discuss her ongoing probation. She stated that she is currently doing well, and still employed at Applebee's working nights. Ms. Brown stated that she does wish to maintain her license as she worked hard for her degree. She stated that she does not volunteer or assist in any capacity as a dental hygienist.

She provided an update on her ongoing therapy. She stated that she can submit reports by her therapist if the Board would like to review them, but therapy reports were not required per her probation order. She stated that she does not attend AA due to her schedule and when the meetings are held. Ms. Brown stated that she does not attend any other support group outside of her therapist, but she will reach out to them for other options. Ms. Brown said she will be ready to reinstate her license in May.

3. **Christie Oyler, D.D.S., License No. 12011725A**  
Cause No. 2021 ISBD 0012

Dr. Oyler appeared as requested to discuss her ongoing probation. She stated that everything is going well. Working and taking care of her children. She is currently living on the family farm. She stated that she is in compliance with her MOU with DEA which is about complete. She stated that part of her MOU is that she cannot prescribe Schedule II drugs.

Dr. Oyler is self employed and reported that she recently had neck surgery.

### B. APPLICATION

1. **Jet Dental of Indiana, LLC - Mobile Dental Facility**

Elizabeth Anderson appeared to represent Jet Dental. She stated that her position is with their billing department, and that their corporate office is in the state of Utah. She stated that Jet Dental goes to corporate locations to perform basic dental services to clients. Ms. Anderson provided

information on their OSHA sterilization methods and stated that their clients are able to pay for services with the insurance that is issued through their employment.

Ms. Anderson stated that Jet Dental does have a physical office in Indiana where the equipment is stored between events. She stated that they will partner with dentists around the event location if a referral needs to be made. Electronic records are kept and are emailed to the patient through a secure email. Currently they have hired Dr. Brian Danielwicz as a contractor. He is currently licensed in the state of Indiana. She stated that if Dr. Danielwicz is not available they will contact another dentist through their temporary service. She stated that they usually have two to three dental hygienists present, but minimally they only have one. She stated that the unit has six (6) dental chairs.

Ms. Anderson provided the steps on how they handle infectious waste and disposal.

Ms. Anderson provided a description of their services which is mostly hygiene cleaning with the occasional filling. She stated that on occasion they will do remote monitoring. The Board stated that remote monitoring is not permitted for a Mobile Dental Unit in the state of Indiana. The Board inquired into the remote monitoring structure and frequency. Ms. Anderson stated that she was unable to clarify as she is unfamiliar with that side. The Board requested that Jet Dental have someone from their clinical practice side appear to provide this clarification.

Ms. Anderson stated that they currently do have a contract to perform services in Lebanon next week, and they have already held a few events in Indiana. The Board expressed concerns that they are practicing without a permit.

Jet Dental's application for a mobile permit was tabled for additional information and to have a clinical practitioner appear to provide further clarification.

## 2. **Pamela Hehl (LDH)**

Ms. Hehl did not appear as requested. An email was received that she would not be appearing as she has moved out of state. Ms. Hehl's application was tabled to determine whether she will continue with her application.

## C. **REINSTATEMENT**

### 1. **Valerie Krohn, L.D.H., License No. 13005488A**

Ms. Krohn appeared as requested to discuss the reinstatement of her license that expired in 2020. She provided a statement and continuing education for the Board to review. Ms. Krohn stated that she wishes to work part-time in Noblesville to build up her skills. She stated that her intention is to start with job shadowing and office administration as she is not confident in her skills just yet due to the years of inactivity. The Board asked if she will be working under the direct supervision of a dentist, and Ms. Krohn stated that she would.

**Board Action:** A motion was made and seconded to approve Ms. Krohn's dental hygiene application for reinstatement pending the passing of the law examination.

Rader/Snoddy  
Motion carried 10-0-0

### 2. **Chad Wise, D.D.S., License No. 12012560A**

Did not appear as requested to discuss his reinstatement. Dr. Wise's license expired in 2020 and has not submitted the following: proof of completing a continuing education course in the area of Indiana ethics; four (4) hours of live continuing education; and an explanation of what his practice has been since the expiration of his dental license.

**Board Action:** A motion was made and seconded to deny Dr. Wise's application for reinstatement for failure to appear as requested to explain his continuing education hours.

Rader/Williamson  
Motion carried 10-0-0

## V. ADMINISTRATIVE HEARINGS

### A. John Walker, D.D.S., License No. 12009889A

Administrative Cause No. 2023 ISBD 0004

Re: Administrative Complaint and Proposed Settlement Agreement

#### **Parties Present:**

Respondent present with counsel Adam Brower  
Ian Matthew, Deputy Attorney General for the State of Indiana  
Heather Orbaugh, Court Reporter, Accurate Reporting

#### **Participating Board Members:**

Robert D. Findley, D.D.S., (Hearing Officer)  
Ted M. Reese, D.D.S.  
Richard R. Nowakowski, D.D.S.  
Annette J. Williamson, D.D.S.  
Jeffrey L. Snoddy, D.D.S.  
Edward Sammons, D.D.S.  
Matthew Kolkman, D.D.S.  
Crunch Wells, D.M.D  
Twyla Rader, L.D.H.  
Tammera Glickman, Consumer Member

**Case Summary:** On or about May 26, 2023 an Administrative Complaint was filed against Dr. Walker with allegations that he was convicted with a criminal charge(s) that are harmful to the public. On or about October 16, 2023 a Proposed Settlement was reached with the following terms:

- Dr. Walker's license shall be placed in Indefinite Probation, without the right to petition for withdrawal of probation until either successful completion of his criminal probation or until successful completion of any recovery monitoring contract with IDA's Well-Being Program, whichever is longer. While on probation, his terms are the following:
  - Respondent shall obey all federal, state, and local laws, including those statutes and rules regulating the practice of dentistry in Indiana.
  - Within THIRTY (30) DAYS of the date of a final order accepting this Agreement, Respondent shall present for evaluation by the Indiana Dental Association's Well-Being Program.
    - If the Program recommends a recovery monitoring agreement, Respondent shall enter into a monitoring contract with the Program

and shall remain compliant with the terms of this monitoring contract until such time as it is successfully completed.

- If Respondent enters into a monitoring contract, Respondent shall submit proof to the Board that he has signed a contract with the Program and that he has given the Program authority to release information to the Board. Respondent shall then submit proof of his successful completion of the contract to the Board prior to petitioning for withdrawal of probation.
- Respondent shall have an obligation to cooperate with any and all OAG investigations into consumer complaints filed against him. Respondent shall make all reasonable efforts to resolve such complaints to the satisfaction of the patients involved. This obligation includes the submission of written responses to consumer complaints, where requested, and the production of any subpoenaed documents.
- Beginning from the date of a final order accepting this Agreement, Respondent shall make at least TWO (2) personal appearances before the Board per year.
  - Respondent shall update the Board regarding the status of his criminal probation, his participation in any treatment or recovery monitoring programs, the state of his practice, and any other topics raised by the Board.
  - Petitioner shall not object to Respondent appearing telephonically or virtually.
- Respondent shall fully comply with the terms and conditions of the court-ordered probation associated with his criminal cases.
- Respondent shall allow OAG to request information from his IPLA licensing file or from IDA's Well-Being Program in order to monitor his compliance with the terms and conditions of probation.
- Respondent shall pay a FEE of FIVE DOLLARS (\$5) to be deposited into the Health Records and Personal Identifying Information Protection Trust Fund within THIRTY (30) DAYS of the date of a final order accepting this Agreement.
- A violation of any Board order, any breach of this Agreement, or any violation of the statutes and rules regulating the practice of dentistry may result in Petitioner requesting a summary suspension of Respondent's license, an order to show cause as may be issued by the Board, or a new cause of action, any or all of which could lead to additional sanctions.

Mr. Brower stated that Dr. Walker did have a criminal trial regarding the charges and that he does plead to the confinement charge. Mr. Brower stated that the incident rose to that level as Dr. Walker was involved in a toxic relationship. He clarified that Dr. Walker does not admit to the other charges/allegations, and the charges have not impacted his practice as a dentist.

The Board asked for clarification on what led up to the incident. Dr. Walker explained that he was in a toxic relationship and steroids had been used on both sides. He stated that he does not smoke, use narcotic drugs, or abuse alcohol. He stated that there have been no altercations at his practice.

The Board requested to see if both parties would be open to amend the Proposed Settlement to have an assessment completed prior to his first appearance, and schedule that appearance at the next Board meeting. Both sides agreed to that amendment.

**Board Action:** A motion was made and seconded to approve the Proposed Settlement Agreement as amended in the matter of Dr. Walker.

Kolkman/Nowakowski  
Motion carried 10-0-0

**B. Brent Swinney, D.D.S., License No. 12008932A**

Administrative Cause No. 2023 ISBD 0003

Re: Order to Show Cause

**Parties Present:**

Respondent present with counsel Mary Watts  
Ian Matthew, Deputy Attorney General for the State of Indiana  
Heather Orbaugh, Court Reporter, Accurate Reporting

**Participating Board Members:**

Robert D. Findley, D.D.S., (Hearing Officer)  
Ted M. Reese, D.D.S.  
Richard R. Nowakowski, D.D.S.  
Annette J. Williamson, D.D.S.  
Jeffrey L. Snoddy, D.D.S.  
Edward Sammons, D.D.S.  
Matthew Kolkman, D.D.S.  
Crunch Wells, D.M.D.  
Twyla Rader, L.D.H.  
Tammera Glickman, Consumer Member

**Respondent Witnesses:**

Dr. Partridge  
Brad Kelly

**Case Summary:** On or about October 26, 2023 an Order to Show Cause was issued against Dr. Swinney with concerns that he violated the terms of the Final Order Accepting Proposed Settlement Agreement filed August 8, 2023. On October 4, 2023, IPLA received a report that Dr. Swinney's contract with the Indiana Well-Being Program was terminated due to non-compliance.

Ms. Watts stated that Dr. Swinney has been compliant with the terms of his probation. She stated that he was terminated from the Well-Being program due to diluted urine samples. Ms. Watts stated that they had been working with setting up a program that mirrors the Well-Being program to ensure that he remains compliant with the probation terms. He has maintained logs with his sponsor, and is continuing to do screening with his therapist, Brad Kelley. Ms. Watts stated that Dr. Swinney's practice monitor, Dr. Partridge, provided a letter of assessment for the Board's review.

Dr. Swinney stated that he does not consume alcohol and did discuss the termination from the Well-Being program with his therapist. Dr. Swinney stated that Mr. Kelley was willing to set up a contract that mirrors the Well-Being program to ensure he is still being monitored to the level the Board is expecting.

Ms. Watts submitted Exhibit A which is a copy of the contract. The State had no objections, and the Board accepted the exhibit.

Ms. Watts submitted Exhibit B and C which are supporting documentation of the monitoring he is undergoing with his contract. The State had no objections, and the Board accepted the exhibits. Dr. Swinney stated that he continues to attend AA and has completed the terms of his criminal probation. He stated that he still uses Soberlink as part of his testing, and his office staff has been aware of his restrictions.

The Board discussed with Dr. Swinney the details of his new contract and substance abuse testing. The Board inquired as to what he is being screened for in his new contract. Dr. Swinney stated that he thought the screening was for alcohol testing. The Board commented that it appears to be only for drugs. Dr. Swinney stated that he will discuss that with his therapist.

The Board discussed with Dr. Swinney how the Well-Being Program tested him and why they reported diluted samples. Dr. Swinney provided the steps he took for the testing.

Dr. Partridge appeared as a witness for Dr. Swinney. He stated that he last saw Dr. Swinney on the November 14<sup>th</sup>, and he sees him once a month. He stated that he evaluated Dr. Swinney's practice on October 31<sup>st</sup> and noted no concerns with his practice.

Brad Kelly appeared as a witness for Dr. Swinney. He provided the Board with his credentials as Indiana Clinical Addiction Counselor and Clinical Social Worker. He stated that he has worked with Candace Backer from the Well-Being Program, and she does use him as a referral. He stated that he was aware of Dr. Swinney's dismissal from the program, and how they entered a contract to cover the same concerns the Well-Being Program covers. The Board inquired if Mr. Kelly keeps copies of the tests Dr. Swinney has completed. He stated that he can provide that report to the Board. Mr. Kelly described the testing process to the Board and stated that they can do blood testing if that is the preference.

The State noted no concerns with the contract Dr. Swinney has set up with his therapist and will leave it up to the Board if they would wish to impose further sanctions against Dr. Swinney since he was terminated from the Well-Being program and completion of that program was outlined in his Order. The State noted that they would be willing to accept a modification of the Order.

**Board Action:** A motion was made and seconded to find Dr. Swinney in violation of his probationary order.

Kolkman/Nowakowski  
Motion carried 10-0-0

A motion was made and seconded to no impose further sanctions against Dr. Swinney.

Glickman/Snoddy  
Motion carried 10-0-0

A motion was made and seconded to modify Dr. Swinney's probation order as listed below:

- a. Paragraphs I and II of the existing probationary order are deemed to be successfully completed and will no longer require any action on the part of Respondent.
- b. Paragraph III is amended to be fully replaced by the following new language: “Respondent shall remain compliant with the terms of his ongoing monitoring contract with Recovery Priority, LLC until such time as it is successfully completed. Respondent shall make all reasonable efforts to cause Recovery Priority, LLC to submit to the Board reports of Respondent’s progress prior to every personal appearance that Respondent makes before the Board. Respondent shall submit proof of his successful completion of his monitoring contract to the Board prior to petitioning for probation withdrawal.
- c. A new Paragraph VIII is created to add the following new probationary term: “Respondent shall submit all available monthly SoberLink reports to the Board prior to each personal appearance, and the reports shall reflect a minimum of four readings per day.”
- d. The previous Paragraph VIII, and all paragraphs subsequent, are renumbered to IX, X, XI, XII, XIII, XIV, and XV reflect the addition of a new paragraph VIII, and they all remain as terms of probation.
- e. Unless otherwise specified, all other existing terms of the original probation remain in full force and effect.

Glickman/Rader  
Motion carried 10-0-0

## **VI. MOTION TO DISMISS**

## **VII. APPLICATIONS FOR REVIEW**

### **A. Applications**

#### **1. Jennifer Baez-Polan, D.D.S.**

Dr. Baez-Polan’s application by examination was submitted for review. Dr. Baez-Polan has failed portions of the CDCA clinical examination and the National Board of Dental Examiners examination multiple times. Dr. Baez-Polan is a 2011 graduate of the Universidad Iberoamericana Unibe located in Santo Domingo. She completed a CODA approved two-year dental residency at the University of Michigan. She currently holds a residency license in the state of Michigan.

The Board discussed if Dr. Baez-Polan meets the requirements of the statute regarding her examination and education.

**Board Action:** A motion was made and seconded to deny Dr. Baez-Polan’s application for dental licensure due to not meeting the examination requirements per IC 25-14-1-3(a) and taking National Boards Part I more than three times.

Sammons/Kolkman  
Motion carried 10-0-0



**B. Continuing Education**

**1. Indiana Dental Prosthetics, Inc.**

The Board reviewed the Indiana Dental Prosthetic, Inc. continuing education application. Ms. Rader stated that she is familiar with their laboratory.

**Board Action:** A motion was made and seconded to approve the Indiana Dental Prosthetics, Inc as a continuing education sponsor.

Rader/Williamson  
Motion carried 10-0-0

**VIII. DISCUSSION**

**A. Compliance Fund Update**

Ms. Osborne stated that she has not seen the MOU before today, and if the Board has concerns on what is listed, they would need to discuss that with Professional Licensing Agency. The Board requested Ms. Osborne stay to provide insight. Ms. Osborne stated that there is nothing listed that the Office of Attorney General's office is concerned about, and that they have no objection if the Board would like four Compliance Officers.

Dr. Kolkman inquired to Ms. Osborne on what the steps are for a revoked dentist, that was issued a Cease and Desist a year ago, but he's heard that they are still practicing. Ms. Osborne stated that if that is this case a complaint needs to be filed for investigation. Ms. Osborne provided with the Board the consumer complaint process and how civil court could come into play if necessary.

**B. Compliance Fund - Memorandum of Understanding**

Dr. Findley stated he has had several discussions with Evan Bartel, Deputy Director of IPLA, regarding the MOU. Dr. Findley provided the history of the MOU and the different versions that has been reviewed. Dr. Findley stated that there have not been a lot of major changes to it, but the cap on the Fund has been eliminated, and no funds have been taken from the Compliance Fund since July 1<sup>st</sup>. He stated that previously \$5000 was withdrawn from the fund, and that this withdrawal occurs from all State Funds for IOT maintenance.

Dr. Sammons inquired when does the Compliance Officer get assigned. It was noted that the Board will notify the AG's office, and then the AG's office will notify the Compliance Officer on the visit required.

Dr. Reese stated that the Compliance Fund was not a State Fund, so it should not fall under a state agency. He stated that it is a privately funded money that is being directed by IPLA.

Ms. Glickman stated that the fund should be for compliance and should not be used for IOT maintenance. She stated that the fund is being used to pay administrative fees, and any other use besides compliance. Ms. Glickman inquired to Board counsel on the laws that allow that. Board counsel stated that he is not familiar with that side and will have to investigate it.

Dr. Findley stated that the fund is not an invested fund.

Ms. Glickman talked about money that gets rolled over into the State General Fund and State funds.

Dr. Reese talked about the MOU should have that input on the invested funds, and money should not go into the General Fund.

Ms. Glickman stated that she does not know enough. She stated that the MOU in Section D has issues. She stated that the statute says the treasurer shall invest the compliance funds. Ms. Glickman believes that IPLA is doing funds contrary to compliance. She stated that the State Budget requires an MOU to last two years. Ms. Glickman questioned the legality of Section D in the MOU.

Ms. Glickman stated that she thinks that IPLA wants to use the fund to pay IPLA administrative costs.

Dr. Reese stated Go Tamara Go. He stated that they should create a subcommittee to address this concern as the fund is a private/personal fund, not a state fund.

Ms. Glickman stated that the rest of the MOU is adequate, but she has problems with the fund account section.

Dr. Sammons stated that there should be some expenses from IPLA as they go between the Compliance officers.

Dr. Findley stated that the MOU should be edited and put back to Evan.

Ms. Glickman noted specific sections to be struck through and reworded to be in accordance with the law. She stated that she does not believe that the compliance fund falls under a dedicated fund. She stated that others might disagree with her, like Mr. Bartel. She stated that she doesn't know what accounts are where, and she does not have the answer, but it does not seem to her that the compliance fund is a dedicated fund.

Dr. Kolkman stated that he is not in favor of the MOU as he feels like it is a violation of the law.

Dr. Kolkman made a motion that was seconded by Ms. Glickman that the MOU Section D Section V is in violation of the law specifically sections 1, 2, and 3.

Motion was carried 10-0-0

Ms. Glickman ended with saying that the MOU should be in compliance with the law, and she does not think it is. We have an attorney, and our attorney will look into the MOU and decide the MOU's legality.

The Board understands the MOU is between IPLA and the Office of Attorney, and that the Board's suggestions are to help address concerns regarding the use of the Compliance Fund.

### **C. Appointment of ADEX Board of Directors Dentist Member**

Dr. Nowakowski stated that he submitted his CV but wasn't selected to be a member. It is a three-year commitment to be an appointed and the Board discussed if a different Board member with dental education background would be a better candidate for ADEX to select. The Board discussed if Dr. Nowakowski, Dr. Reese, or Dr. Snoddy would apply. Ms. Rader stated that they may believe

someone with knowledge of how the examination is structured and the history. The Board noted that Dr. Weingarten would be a good candidate for knowledge.

**Board Action:** A motion was made and seconded to nominate Dr. Snoddy to serve on the ADEX Board of Directors.

Sammons/Kolkman  
Motion carried 10-0-0

## **IX. REPORTS**

### **A. Office of the Attorney General**

Amy Osborne, Deputy of the Office of the Attorney General, provided a report to the Dental Board. She stated that currently there have been 103 complaints opened this year and 73 current consumer complaints open with a duration of 8.5 months. There have been 8 Consumer complaints closed within the past 30 days. She stated that complaints by county information is based upon where the dentist is located. The majority of complaints have been in the area professional incompetence, professional malpractice, and unprofessional conduct.

Litigations stands at 13 cases opened this year and 5 open cases. This year they have closed 11 litigation cases with a duration of 7.8 months. The current open litigation cases are in the areas of professional malpractice, professional incompetence, criminal conviction, and abandonment.

## **X. OLD/NEW BUSINESS**

There was no old/new business to discuss.

## **XI. ADJOURNMENT**

There being no further business, and having completed its duties, the meeting of the State Board of Dentistry adjourned at 2:20 p.m. by consensus.

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Robert Findley, D.D.S., President