ORDER ACCEPTING PROPOSED SETTLEMENT AGREEMENT

The State of Indiana ("Petitioner"), by Deputy Attorney General J. Michael Nossett, and Merneatha B. Bazilio ("Respondent"), by Ronald A. Mingus, Esq. ("Respondent’s Counsel"), submitted a Proposed Settlement Agreement ("Agreement") to the Indiana State Board of Dentistry ("Board") on February 3, 2017 purporting to resolve all issues raised by Petitioner’s Complaint filed on October 31, 2016.

The Board, after reviewing the Agreement during its February 3, 2017 meeting in Room W064 of the Indiana Government Center South, 402 West Washington Street, Indianapolis, Indiana 46204, now finds that it has been entered into fairly and without fraud, duress, or undue influence, and that it is fair and equitable between the parties. The Board incorporates the Agreement, which is attached hereto and incorporated herein as “Exhibit A,” and approves and adopts the Agreement as a final resolution of this matter.

WHEREFORE, by a vote of 7-1-1, the Board hereby accepts and approves the Agreement, settling all matters in this case consistent with the terms of the Agreement, and Respondent is hereby ORDERED to abide by all the terms of the Agreement.

IT IS FURTHER ORDERED that:

A. Respondent is issued the LETTER OF REPRIMAND attached to this document as “Exhibit B”; and
B. Within thirty (30) days, Respondent shall pay a FEE of FIVE DOLLARS ($5.00), to be deposited pursuant to Ind. Code § 4-6-14-10(b), by check or money order made payable to the State of Indiana sent to the following:

Office of the Indiana Attorney General
Attn: Health Records Trust Fund
302 West Washington Street, 5th Floor
Indianapolis, Indiana 46204

A violation of this Order or the Agreement in this cause, or any non-compliance with the statutes or regulations regarding the practice of dentistry, may result in an Order to Show Cause as may be issued by the Board or a new cause of action pursuant to Ind. Code ch. 25-1-9—either of which could lead to additional sanctions as severe as the revocation of Respondent’s license.

ALL OF WHICH IS ORDERED this 3rd day of March 2017.

STATE BOARD OF DENTISTRY

By: [Signature]
Mark R. Stetzel, DDS
President
State Board of Dentistry

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CERTIFICATE OF SERVICE

I certify that a copy of the “Order Accepting Proposed Settlement Agreement” has been duly served upon:

Merneatha B. Bazilio
6008 East 46th Street
Indianapolis, Indiana 46226
Service by U.S. Mail

Ronald M. Mingus, Esq.
8909 Purdue Road, Suite 200
Indianapolis, Indiana 46268
Service by U.S. Mail

Amber Finley, Deputy Attorney General
Office of the Attorney General
Indiana Government Center South
302 West Washington Street, 5th Floor
Indianapolis, Indiana 46204
Email: Amber.Finley@atg.in.gov
Service by Email

3/3/2019
Date

Cindy Vaught, Board Director

State Board of Dentistry
Indiana Government Center South
402 W. Washington St., Room W072
Indianapolis, Indiana 46204
Phone: (317) 234-2054
Fax: (317) 233-4236
Email: cvaught@pla.in.gov

Explanation of Service Methods
Personal Service: by delivering a true copy of the aforesaid document(s) personally.
Service by U.S. Mail: by serving a true copy of the aforesaid document(s) by First Class U.S. Mail, postage prepaid.
Service by Email: by sending a true copy of the aforesaid document(s) to the individual’s electronic mail address.
BEFORE THE INDIANA STATE BOARD OF DENTISTRY
CAUSE NUMBER: 2016 ISBD 0082

IN THE MATTER OF THE LICENSE OF: )
MERNEATHA B. BAZILIO ) )
LICENSE NUMBERS: 12008890A ) )
12008890B )

PROPOSED SETTLEMENT AGREEMENT

The State of Indiana ("Petitioner"), by Deputy Attorney General J. Michael Nossett, and Merneatha B. Bazilio ("Respondent"), by Ronald A. Mingus, Esq. ("Respondent's Counsel"), execute this Proposed Settlement Agreement ("Agreement") as a disposition to the Complaint filed in this cause. This Agreement is subject to the review and approval of the Indiana State Board of Dentistry ("Board") pursuant to Ind. Code chs. 4-21.5-3 and 25-1-9. In the event that this Agreement is not approved by the Board, it shall be considered void and may not be admitted into evidence.

STIPULATED FACTS

1. Respondent is a dentist holding license number 12008890A. This license was issued to Respondent June 22, 1987 and expires March 1, 2018.

2. Respondent also holds an Indiana Controlled Substances Registration, number 12008890B. This license was issued to Respondent August 4, 1987, and expires March 1, 2018.

3. Respondent's address on file with the Indiana Professional Licensing Agency ("IPLA") is 6008 East 46th Street, Indianapolis, Indiana 46226.

4. At all times relevant herein, Patient W was a patient of Respondent and had been so since at least 2006.

EXHIBIT A
2008 Treatment Plan, Bridge Impressions & Fabrication

5. On February 4, 2008:
   
   A. Patient W elected to have Respondent replace an existing gold bridge (teeth numbers 9 through 11) with an enamel-colored bridge. Per Respondent's treatment plan, Patient W's post-insurance portion of the procedure was estimated to be one-thousand, two-hundred and fifteen dollars ($1,215.00).

   B. Patient W consented to the treatment plan, and Respondent took impressions for a temporary bridge for the affected teeth.


7. Per an arrangement between Patient W and Respondent, Patient W would pay for her portion of the permanent bridge in installments, and payment would be due before delivery of the permanent bridge.


10. Over the following six years while Patient W paid for the bridge, Respondent continued to treat Patient W's other dental needs, and Patient W wore the temporary bridge fabricated by Respondent.
Eventual Delivery of Permanent Bridge in 2014

11. On August 23, 2014, after Patient W finished making payments for her permanent bridge, Respondent delivered the permanent bridge (manufactured in 2008) to Patient W. At the time of delivery:
   
   A. Patient W's temporary was worn through; and

   B. Respondent noted in Patient W's records that the "abutments showed some deterioration" and that the "tooth structure [was] not as firm as when [prepared]."

12. After delivery, Patient W was not pleased with the fit and appearance of the permanent bridge.

13. On November 1, 2014, Respondent informed Patient W that matching the canine tooth on the permanent bridge (tooth number 11) to tooth number 6 would be impossible due to differences in size and position, and explained to Patient W that the laboratory that fabricated the permanent bridge was no longer in business.

14. At Patient W's request, Respondent adjusted the permanent bridge in an attempt to make Patient W more pleased with its fit and appearance; however, the adjustment exposed some of the permanent bridge's underlying metal framework.

15. Respondent refused to fabricate, at her sole expense, a new permanent bridge.

STIPULATED VIOLATIONS

Specifically, Respondent delivered, in 2014, the permanent bridge fabricated in 2008, the fit and appearance of which did not meet Patient W's approval, and refused to fabricate a new permanent bridge at her sole expense.

MITIGATING CIRCUMSTANCE

17. In October 2016, Respondent voluntarily paid to Patient W a total of six thousand dollars ($6,000.00) to have a new bridge fabricated to Patient W's satisfaction.

AGREED DISPOSITION

The parties agree to the following as a proposed disposition of this matter:

18. The Board has jurisdiction over Respondent and the subject matter in this disciplinary action commenced October 31, 2016, and agree to the continuing jurisdiction of the Board.

19. The parties execute this Agreement voluntarily, and voluntarily waive their rights to a public hearing on the Complaint and all other proceedings in this action to which either party may be entitled by law, including judicial appeal or review.

20. This Agreement resolves any and all pending claims or allegations, or potential claims or allegations, relating to disciplinary action against Respondent's license arising from or related to the Complaint (and any allegations stated or related to therein) filed on October 31, 2016.

21. Respondent, after consulting with counsel, enters this Agreement of her own will and volition and asserts that no threats or promises were made other than the statements within this Agreement.
22. Respondent understands that a violation of this Agreement or the Final Order in this cause, or any non-compliance with the statutes or rules governing the practice of dentistry, may result in an Order to Show Cause as may be issued by the Board or a new cause of action pursuant to Ind. Code ch. 25-1-9—either of which could lead to additional sanctions up to and including the revocation of Respondent's license.

Agreed Terms of Discipline

In light of the mitigating circumstance in this case, the parties agree as follows:

23. Respondent agrees that the Board shall issue a LETTER OF REPRIMAND to her regarding actions at issue in this cause.

ATTESTATION

24. Respondent has carefully read and examined this Agreement and fully understands its terms and that, subject to a Final Order issued by the Board, this Agreement is a final disposition of all matters and not subject to further review.

SIGNATURES TO AGREEMENT

[Signature]  
Respondent  
2/1/17  
Date

[Signature]  
Ronald A. Mingus, Esq.  
Respondent's Counsel  
2/2/17  
Date
ACKNOWLEDGEMENT

I, Richard Nowakowski, participated in a settlement conference with the parties and recommend that the Board accept this proposed Agreement.

Richard Nowakowski, Liaison
Indiana State Board of Dentistry
March 3, 2017

Merneatha B. Bazilio
6008 East 46th Street
Indianapolis, IN 46226

Re: In the Matter of the License of Merneatha B. Bazilio
Before the Indiana State Board of Dentistry

Dear Dr. Bazilio:

This letter of reprimand is issued to you in accordance with the Order Accepting Proposed Settlement Agreement issued by the State Board of Dentistry resolving the Complaint against your Indiana dental license.

The purpose of this reprimand is to stress to you the important responsibility that you have by reason of possession of a license to practice dentistry in the State of Indiana. It is also your responsibility to follow all relevant regulations, policies, and procedures, and to stay current with professional theory and practice.

The Order Accepting Proposed Settlement Agreement is attached and incorporated herein as a part of this reprimand.

Sincerely,

STATE BOARD OF DENTISTRY

By: [Signature]
Mark R. Stetzel, DDS
President
State Board of Dentistry

“EXHIBIT B”