

1                   **BEFORE THE ARIZONA STATE BOARD OF DENTAL EXAMINERS**

2  
3   IN THE MATTER OF:

Case No. 201900194

4   **Shandy S. Condie, D.D.S..**

5   Holder of License No. D006261  
6   For the Practice of Dentistry  
7   In the State of Arizona.

**DISCIPLINARY  
CONSENT AGREEMENT  
AND ORDER**

8           By mutual agreement and understanding between the Arizona State Board of  
9   Dental Examiners (“Board”) and Shandy S. Condie, D.D.S. (“Respondent”), in order to  
10   resolve this case quickly and judiciously, the parties enter into this Disciplinary Consent  
11   Agreement and Order (“Consent Agreement”) in lieu of further administrative and  
12   judicial proceedings. It is consistent with the public interest and the requirements and  
13   statutory authority of the Board, specifically, A.R.S. §§ 32-1263.01, 32-1263.02, and 41-  
14   1092.07(F) (5).

15                                   **PARTIES AND JURISDICTION**

16           1.    The Board is the duly constituted authority for licensing and regulating the  
17   practice of dentistry in the State of Arizona.

18           2.    Respondent holds license no. D006261 initially issued by the Board on  
19   August 10, 2004, which allows her to practice as a Dentist in the State of Arizona.

20           3.    The Board possesses jurisdiction over the subject matter and over  
21   Respondent pursuant to A.R.S. § 32-1201 *et seq.*

22                                   **RECITALS**

23           1.    Respondent has read and understands this Consent Agreement and has had  
24   the opportunity to discuss this Consent Agreement with an attorney, or has waived the  
25   opportunity to discuss this Consent Agreement with an attorney.  
26

1           2.     Respondent understands this Consent Agreement deals with Board  
2 Complaint No. 201900194 involving allegations of unprofessional conduct against her.  
3 This Consent Agreement shall resolve all issues the Board has reviewed and investigated  
4 regarding the allegations in this matter and the investigation into these allegations against  
5 Respondent shall be concluded upon the Board's adoption of this Consent Agreement.

6           3.     Respondent acknowledges and agrees that the acceptance of this Consent  
7 Agreement is solely to settle this Board matter and does not preclude the Board from  
8 instituting other proceedings as may be appropriate now or in the future.

9           4.     Respondent understands that this Consent Agreement does not constitute a  
10 dismissal or resolution of any other matters currently pending before the Board, if any,  
11 and does not constitute any waiver, express or implied, of the Board's statutory authority  
12 or jurisdiction regarding any other pending or future investigation, action or proceeding.

13          5.     Furthermore, and notwithstanding any language in this Consent Agreement,  
14 this Consent Agreement does not preclude in any way any other state agency or officer or  
15 political subdivision of this state from instituting proceedings, investigating claims, or  
16 taking legal action as may be appropriate now or in the future relating to this matter other  
17 matters concerning Respondent, including violations of Arizona's Consumer Fraud Act.  
18 Respondent acknowledges that, other than with respect to the Board, this Consent  
19 Agreement makes no representations, implied or otherwise, about the views or intended  
20 actions of any other state agency or officer or political subdivision of the state relating to  
21 this matter or other matters concerning Respondent.

22          6.     Respondent acknowledges and agrees that, upon signing this Consent  
23 Agreement and returning this document to the Board's Executive Director, she may not  
24 revoke acceptance of the Consent Agreement or make any modifications to the document  
25 regardless of whether the Consent Agreement has been signed by the Executive Director.  
26

1 Any modification to this original document is ineffective and void unless mutually agreed  
2 by the parties in writing.

3 7. Respondent understands that she has a right to a public administrative  
4 hearing concerning this matter at which hearing she could present evidence and cross  
5 examine witnesses. By entering into this Consent Agreement, Respondent knowingly  
6 and voluntarily relinquishes all right to such an administrative hearing, as well as rights  
7 of rehearing, review, reconsideration, appeal, judicial review or any other administrative  
8 and/or judicial action, concerning the matters set forth herein.

9 8. This Consent Agreement is subject to the Board's approval and will be  
10 effective only when the Board accepts it and it is signed on behalf of the Board. In the  
11 event that the Board, in its discretion, does not approve this Consent Agreement, it will  
12 be deemed withdrawn, will be of no evidentiary value and shall not be relied upon or  
13 introduced in any disciplinary proceeding by any party. Respondent agrees that should  
14 the Board reject this Consent Agreement and this case continues through the  
15 administrative process, he shall assert no claim that the Board was prejudiced by its  
16 review and discussion of this document or any related records.

17 9. Respondent further understands that this Consent Agreement, if approved  
18 and signed by the Board, constitutes a public document.

19 10. Any record prepared in this matter, all investigative materials prepared and  
20 received by the Board concerning the allegations, and all related materials and exhibits  
21 may be retained in the Board's file pertaining to this matter.

22 11. Respondent understands that any violation of this Consent Agreement  
23 constitutes unprofessional conduct and may result in disciplinary action. A.R.S. § 32-  
24 1201.01(22) and A.R.S. § 32-1263(A)(1).



1 diagnosed a cracked lingual of the crown on tooth number 23 and a hole word through  
2 the metal on tooth number 22. Respondent notated, “recommended replacement.”

3 4. Treatment notes state that the patient presented on an unspecified date for a  
4 crown on tooth number 24. The medical history was reviewed and the patient was  
5 anesthetized. The patient was determined to have a lingual fracture on FPC in the area of  
6 tooth number 24. Tooth number 24 was prepped and an impression was made in a triple  
7 try. The margins in the impression were verified. A temporary was fabricated and seated.  
8 The crown would be delivered at the next visit.

9 5. On April 9, 2018, the patient returned to Respondent for delivery of the  
10 crown for tooth number 24. The temp was removed and proximal margins, occlusion and  
11 shade was checked.

12 6. On July 16, 2018, the patient presented for a limited exam and with the  
13 crown on tooth number 11 mobile. A periapical x-ray was taken. Respondent noted that  
14 the tooth needed a new build-up and crown with a possible new post. At that visit, the  
15 original crown was removed and a buildup was completed. The prep was completed and  
16 a PVS impression was made in a triple tray. A temporary was fabricated and seated with  
17 shade A-1.

18 7. On July 31, 2018, Respondent seated the crown on tooth number 11 for the  
19 patient. The temporary was removed and proximal, margins, occlusion and shade had  
20 been checked. The patient approved the esthetics.

21 8. On September 18, 2018, the patient presented to Respondent with the  
22 complaint that she felt that tooth number 11 might be loose. Patient refused an x-ray. A  
23 physical and visual exam showed a very slight mobility of tooth number 11. Tooth  
24 number 11 had an old post and Respondent explained to the patient that “we do not want  
25 to fix post or tooth will need implant. Respondent further explained to the patient that this  
26

1 was going to continue to be an issue and she needed to decide on bridge or implant route.  
2 A referral was provided to an Oral Surgeon for an implant consultation.

3 9. On December 3, 2018, the patient presented to Respondent for the  
4 extraction of tooth number 11 and a bridge prep on the areas of teeth numbers 10-12. The  
5 patient was anesthetized and the FPC was removed from tooth number 10. Teeth numbers  
6 10 and 12 were prepared for bridge abutments. A partial extraction was performed on the  
7 root tip of tooth number 11. The patient was informed that a portion of the root nearest  
8 the sinus remained and that the patient would need to see an oral surgeon if it ever  
9 became symptomatic. Gel foam was placed in the extraction site. A pvs impression was  
10 taken in a full arch tray. An opposing impression was taken along with a bite registration.  
11 Shade A-1 temps were fabricated and seated.

12 10. On December 12, 2018, the patient returned for delivery of the bridge by  
13 Respondent on the areas of teeth numbers 10-12.

14 11. On January 16, 2019, the patient presented for a recall visit with the  
15 complaint of something stuck between teeth numbers 13 and 14. Four bitewing x-rays  
16 were taken. Hand scaling and polishing were refused.

17 12. On July 3, 2019, Respondent saw the patient and noted that the gums were  
18 not completely healed under the pontic on tooth number 11. Respondent explained to the  
19 patient that “we” would let it heal until December and the redo on the bridge would bring  
20 the pontic on tooth number 11 up to the gum line.

21 13. The proposed standard of care and practice for a patient of record who  
22 presents for treatment would be to review the medical history, clinical exam, periodontal  
23 charting and necessary x-rays. The findings would be discussed with the patient. A  
24 treatment plan would be developed from the clinical and radiographic findings. Informed  
25 consent would be obtained and documented. Crowns would be placed with margins  
26

1 closed and sealed on sound natural tooth structure. Occlusal and interproximal contacts  
2 would be balanced and closed.

3 14. Respondent reported that the root tip of tooth number 11 was left in due to  
4 it being very close proximity to the sinus. An x-ray was not taken or submitted of the  
5 “root tip” of the retained root tip.

6 15. Respondent delivered the bridge on the areas of teeth numbers 10 through  
7 12 about nine (9) days after the extraction of tooth number 11.

8 16. There was no informed consent documented in the record.

9 17. The patient treatment notes are not consistent in regard to the teeth numbers  
10 being treated.

### 11 CONCLUSIONS OF LAW

12 The conduct and circumstances described in the above Findings of Fact constitute  
13 unprofessional conduct as defined by A.R.S. §§ 32-1201.01(14) (“Any conduct or practice  
14 which does or would constitute a danger to the health, welfare or safety of the patient or  
15 the public”) and 32-1201.01(24) (“Failing or refusing to maintain adequate patient  
16 records”) and as such, constitutes grounds for discipline under A.R.S. § 32-1263(1).

### 17 ORDER

18 **IT IS ORDERED** that, within six (6) months from the effective date of this  
19 Consent Agreement and Order, Respondent shall pay restitution to PD in the amount of  
20 Six Hundred Fifty Dollars (\$650.00). Respondent shall pay the restitution in certified  
21 funds payable to the patient and insurer, and send the payment to the Board for delivery  
22 to PD.

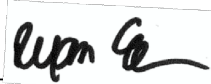
23 **IT IS FURTHER ORDERED** that, within six (6) months from the effective date  
24 of this Consent Agreement and Order, Respondent shall take and complete twelve (12)  
25 hours of continuing education in the area of Crown and Bridge; four (4) hours of  
26 continuing education in the area of Risk Management; and six (6) hours of continuing

1 pandemic related restrictions, online courses will be acceptable to comply with the terms  
2 of this Order. At least ten (10) business days prior to the date of the continuing education  
3 course(s), Respondent shall obtain pre-approval for the continuing education from the  
4 Board's Executive Director. Within five days of completion of each continuing education  
5 course, Respondent shall submit to the Board verification of completion of the course(s).  
6 Verification shall be by canceled checks, attendance slips, if any, and/or a certificate of  
7 completion. The continuing education ordered in this Consent Agreement is in addition  
8 to the continuing education hours required for license renewal.

9 In the event Respondent fails to timely complete or comply with any of the  
10 requirements of this Consent Agreement, the Board may initiate disciplinary proceedings  
11 for non-compliance with a Board order.

12  
13 DATED this 13th day of November, 2020.

14 ARIZONA STATE BOARD OF  
15 DENTAL EXAMINERS

16 

17 \_\_\_\_\_  
18 Ryan Edmonson  
19 Executive Director

20 A copy of the following mailed by US REGULAR MAIL this 13th day of November,  
21 2020 to:

22 Shandy S. Condie D.D.S.  
23 5656 S. Power Rd., Ste. #142  
24 Gilbert, AZ 85295

25 by: *Lisa Schmelling* /s/  
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