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STATE OF NEW HAMPSHIRE
BOARD OF DENTAL EXAMINERS
CONCORD NH 03301

SETTLEMENT AGREEMENT

2022-DEN-015

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In the matter of:
Dr. Marina Eugene Becker, DMD
Lic. #03448

DOCKET #22-DEN-015

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of dentistry, the New Hampshire Board of Dental Examiners (“Board”) and Marina Eugene Becker, DMD (“Respondent”), a dentist licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 317-A:17; RSA 317-A:18; RSA 310-A:1-j, and RSA 541-A:31, V; and Dental Administrative Rule (“Den”) 208 and 212, the Board has jurisdiction and authority to investigate and commence a disciplinary proceeding pertaining to allegations of professional misconduct committed by licensees of the Board. Pursuant to RSA 317-A:18, VIII; RSA 310-A:1-k, III; and RSA 541-A, V, the Board may at any time before or during a disciplinary proceeding resolve allegations of professional misconduct by a written *Settlement Agreement* approved by the Board and licensees provided the complainant has an opportunity to comment upon the terms of the *Settlement Agreement* before the *Settlement Agreement* has been executed.
2. The Board first granted Respondent a license to practice dentistry in the State of New Hampshire on November 9, 2004. Respondent holds license number 03448. Respondent practices dentistry at her own practice in New Hampshire.

3. On October 3, 2022, the Board received a complaint against Respondent alleging unsanitary conditions, tools not sterilized, and unclean office conditions.
4. In response to the complaint, the Board conducted an investigation which included, among other things, an unannounced inspection at Respondent's office. As a result, the Board voted to emergently suspend Respondent's license, and upheld that suspension after a hearing on October 28, 2022. After reinspection, the suspension was lifted on December 5, 2022.
5. Respondent stipulates that if a disciplinary proceeding were held, Hearing Counsel could prove that Respondent engaged in unprofessional conduct as defined under RSA 317-A:17, II(d), RSA 317-A:17, II(g)(2) and/or RSA 317-A:17, II(j)(1) according to the following facts:
 - a. On October 14, 2022, in response to a Complaint received by the Board, Inspector Myra Nikitas ("Nikitas") conducted an unannounced inspection on Respondent's dental practice located in Manchester, NH. During that inspection Nikitas found multiple sanitation, sterilization, recordkeeping, and general cleanliness violations including:
 - i. Dirty instruments not properly cleaned or sterilized;
 - ii. Dirty operatories with visual blood splatter;
 - iii. General unclean office conditions;
 - iv. Patient records not properly stored;
 - v. The same refrigerator being used for work and personal use;
 - vi. Bottles of antibiotics indicating they were expired;
 - vii. Improper sharps disposal;

- viii. Improper storage of chemicals;
 - ix. Improper storage of biohazard waste;
 - x. Biologic spore testing not completed;
 - xi. Improper use of sterilization chamber;
 - xii. No MSDS sheets;
6. The Board finds Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated the statutes and administrative laws outlined above.
7. Respondent acknowledges that this conduct set forth in paragraph 5 is the basis for the Board's decision to impose disciplinary sanctions against Respondent's license to practice as a dentist in the State of New Hampshire pursuant to the RSA 317-A:17, III.
8. WHEREFORE, the Respondent consents to the Board imposing the following discipline pursuant to RSA 317-A:17, III and RSA 310-A:1-m:
- a. Respondent is **REPRIMANDED** for unlawful practices concerning recordkeeping, storage of hazardous materials, sanitation, and general cleanliness.
 - b. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of one thousand dollars (\$1,000.00). Respondent shall pay the administrative fine within thirty (30) days from the effective date of this *Settlement Agreement* and according to the terms in paragraph 7.d.
 - c. The Respondent shall pay a fee toward the **COSTS OF INVESTIGATION AND PROSECUTION** in the amount of **two hundred and fifty dollars (\$250.00)** to be paid within thirty (30) days from the effective date of this *Settlement Agreement* and according to the terms in paragraph 7.d.

- d. All payments shall be in the form of a check or money order made payable to the Treasurer, State of New Hampshire. The payment of the administrative fine shall be made separate from the payment of the costs of investigation and prosecution. Each payment shall specify on the memo line whether the payment is for “DEN Disciplinary Fine” or “DEN Costs of Investigation and Prosecution.” Each payment shall be mailed with a printed copy of this *Settlement Agreement*. All payments shall be sent to:

ATTN: OPLC Finance and NH Board of Dental Examiners
Office of Professional Licensure and Certification
7 Eagle Sq.
Concord, NH 03301

- e. Respondent is required to meaningfully participate in a total of sixteen (16) hours of **CONTINUING DENTAL EDUCATION** which shall cover the topics of sanitation, cleaning, and record keeping. These hours shall be in addition to the hours required by the Board for renewal of licensure. All continuing education hours shall have been completed after the date the of the emergency suspension and shall be completed within ninety (90) days from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these required courses, Respondent shall notify the Board and provide the Board with proof of completion of the course hours, a syllabus/course outline, and a **Letter of Reflection**. The following terms apply to the **Letter of Reflection**:
- i. The Letter of Reflection shall be written by the Respondent in the Respondent’s own words and shall demonstrate that the Respondent has

achieved a satisfactory degree of skill and understanding in the areas of deficiency as described in the above stated facts.

- ii. The Letter of Reflection at a minimum shall apply the content learned during the continuing education course to the Respondent's conduct described in the facts above and reflect on how the conduct may have been changed.
 - iii. Such Letter of Reflection shall be confidential and exempt from disclosure under RSA 91-A.
 - iv. Within forty-five (45) days of receipt, the Board shall notify the Respondent whether or not the Letter of Reflection demonstrates a satisfactory degree of skill and understanding in the area(s) of deficiency.
 - v. If the Board fails to notify the Respondent within forty-five (45) days, the Letter of Reflection shall be deemed that the Respondent demonstrated a satisfactory degree of skill and understanding in the area(s) of deficiency.
 - vi. If the Board finds the Letter of Reflection fails to demonstrate a satisfactory degree of skill and understanding and timely notifies the Respondent, the Board may order the Respondent to appear at a non-disciplinary show cause hearing to answer as to why the letter failed to demonstrate sufficient skill and understanding and to address the Board's concerns and/or may order the Respondent to take additional continuing education courses not to exceed the above stated hour requirement.
9. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.

Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct and shall serve as a separate and sufficient basis for further disciplinary action by the Board.

10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to Respondent other than those terms and conditions expressly stated herein.
13. The Board agrees that in return for Respondent's executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Respondent understands that Respondent's action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
15. Respondent has had the opportunity to seek and obtain the advice of an attorney of Respondent's choosing in connection with her decision to enter into this *Settlement Agreement*.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures

made to the Board during its review of this *Settlement Agreement* has prejudiced Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.

17. Respondent agrees to support the adoption of this Settlement Agreement by the Board.
18. Respondent is not under the influence of any drugs or alcohol and is otherwise of sound mind at the time the Respondent signs this agreement.
19. Respondent certifies that Respondent has read this document titled *Settlement Agreement*. Respondent understands that Respondent has the right to a formal adjudicatory hearing concerning this matter and that at said hearing Respondent would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on Respondent's own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, quality, and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, Respondent waives these rights as they pertain to the misconduct described herein. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

I, Marina Becker, have reviewed the foregoing *Settlement Agreement* settling misconduct allegations pending against me and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this *Settlement Agreement*. Further, I, Marina Becker, knowingly and freely waive the right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this *Settlement Agreement*.

Dated: January 18th, 2023

Marina Becker DMD
Marina Becker, DMD
Respondent

On this 18th day of January 2023 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.



Zachary C. Caron
Justice of the Peace/Notary Public
My commission expires: 08/26/2025

FOR THE BOARD OF DENTAL EXAMINERS

Dated: FEBRUARY 7, 2023

Jessica M. Whelehan
JESSICA M. WHELEHAN
(Print Name)
Office of Professional Licensure and Certification
Authorized Representative of the NH Board of
Dental Examiners