

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN DENTISTRY

IN THE MATTER OF)
DR. SOLVEIG I. WOYCHUK)
License No. DN22076)
_____)

Docket Nos. DEN-2014-0084 and
DEN-2014-0102

AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Dentistry (the "Board") and Dr. Solveig I. Woychuk, (the "Licensee") hereby stipulate and agree the following information shall be entered into and become a permanent part of the Licensee's record maintained by the Board.

1. The Parties enter into this Agreement for Voluntary Surrender ("Surrender Agreement") to resolve matters arising out of two complaints against the Licensee docketed at DEN-2014-0084 and DEN-2014-0102 (together, the "Complaints").

2. **DEN-2014-0084**

The Licensee acknowledges her license¹ to practice dentistry in the Commonwealth, license no. DN22076 (hereinafter "License"), was suspended on October 2, 2014, due to violating 234 CMR 9.05(7), specifically, by practicing dentistry in violation of the terms of a Non-Disciplinary Agreement Not To Practice she entered into with the Board effective July 10, 2014.

3. **DEN-2014-0102**

Licensee acknowledges sufficient facts to support the allegations set forth at docket no. DEN-2014-0102, providing grounds for the Board to take disciplinary action against her License pursuant to M.G.L. c. 112, § 61. In summary, the allegations that would be introduced at a hearing on the complaint docketed at DEN-2014-0102 are:

- a. Licensee violated 234 CMR 5.05(1), Infection Control Practices, by failing to: (a) consistently spore test on a weekly basis; (b) maintain an office spore test monitoring record; (c) maintain sterility of high and low speed hand-pieces after the sterilization process; (d) maintain sterility of burs after the sterilization process; and

¹ The term "license" or "License" applies to both a current and expired license as well as the right to renew an expired license.

- (e) maintain sterility of anesthetic syringes.
 - b. Licensee violated 234 CMR 5.16, Emergency Protocols, by failing to: (a) maintain a current emergency drug kit and (b) conduct annual training of emergency protocols; and
 - c. Licensee violated 234 CMR 6.15, Administration of Local Anesthesia, by failing to: (a) maintain disposable CPR masks, AED with adult and pediatric pads; disposable syringes; and (b) maintain current and required medicaments.
3. Licensee admits such conduct constitutes gross misconduct within the meaning of M.G.L. c. 112, § 61 and acknowledges restrictions upon her License are warranted to protect the public health, safety and welfare.
 4. As of the date of execution and ratification of the Surrender Agreement by the Board ("Effective Date"), the Licensee's License shall be **VOLUNTARILY SURRENDERED** for an indefinite period, during which time Licensee shall not engage in any activity which constitutes the practice of dentistry, as described in M.G.L. c. 112, §§ 43-53, 61 and 234 CMR 2.00 *et seq.*
 5. Upon signing the Surrender Agreement, Licensee shall return any dental license and permits issued her by the Board, whether current or expired, to the Board's office at 239 Causeway Street, Boston, Massachusetts 02114, by hand or by certified mail, within ten days (10) days of the Effective Date.
 6. Upon signing the Surrender Agreement, Licensee shall notify in writing the Massachusetts Department of Public Health's Drug Control Program and the United States Drug Enforcement Agency of the surrender of her prescribing privileges. *A copy of said notification shall be provided to the Board with this signed Surrender Agreement as evidence the Licensee has complied with this provision.*
 7. Licensee shall inform all jurisdictions in which she holds or has held a license to practice dentistry or any other professional license of the voluntary surrender of her License within 10 days of the Effective Date. The Licensee shall also provide a copy of the Surrender Agreement to each jurisdiction. The Licensee shall provide the Board with a copy of said notification within 10 days of the Effective Date. If Licensee is not licensed to practice dentistry or another profession in any other jurisdiction, she shall submit such signed attestation to the Board.
 8. The Surrender Agreement and its contents shall be incorporated into the records maintained by the Board and is a public record within the meaning of M.G.L. c. 4, § 7, subject to disclosure to the public and equivalent state licensing boards.
 9. The Board agrees in return for Licensee's execution of the Surrender Agreement, the Board will not advance the prosecution of the allegations in the complaint docketed at DEN-2014-0102. Board expressly reserves all other rights to take action consistent with

its authority to protect the public health, safety and welfare, pursuant to M.G.L. c. 112, § 61.

10. The Licensee agrees her failure to accept and comply with the terms of the Surrender Agreement shall render Paragraph 9 ineffective and permit the Board to initiate formal adjudicatory action under the State Administrative Procedure Act, M.G.L. c. 30A and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.00 *et seq.*
11. The Licensee understands entering into the Surrender Agreement is a final act and not subject to reconsideration, collateral attack or judicial review in any form or forum.
12. A waiver by the Board of any provision of the Surrender Agreement at any time shall not constitute a waiver of any other provision of the Surrender Agreement, nor shall it constitute a waiver by the Board of its right to enforce such provision at any future time.
13. Licensee has read and knowingly and voluntarily enters into this Surrender Agreement. Licensee states she has consulted legal counsel regarding the Surrender Agreement or, if Licensee did not consult legal counsel, she voluntarily waives her right to legal counsel.
14. The Licensee understands she has the right to a formal adjudicatory hearing concerning the allegations set forth the complaint docketed at DEN-2014-0102. At a hearing she would have the right to confront and cross-examine witnesses, call witnesses, present evidence, testify on her own behalf, contest the allegations, present oral argument, seek judicial review and to all other rights set forth in the State Administrative Procedure Act, M.G.L. c. 30A and 801 CMR 1.00 *et seq.* By executing the Surrender Agreement, Licensee knowingly and voluntarily waives her right to a formal adjudicatory hearing and to all of the above-enumerated rights set forth in the State Administrative Procedure Act, M.G.L. c. 30A and 801 CMR 1.00 *et seq.*, except as provided in paragraph 10.

Dr. Solveig Woychuk
DN22076
DEN-2014-0084 & DEN-2014-0102

Licensee

Dr. Solveig Woychuk
Dr. Solveig I. Woychuk

12/17/15
Date Signed

Board of Registration in Dentistry

Barbara A. Young RDH
Barbara A. Young, RDH
Executive Director

12/22/14
Date Signed

12/22/14
Effective Date



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Division of Health Professions Licensure
Board of Registration in Dentistry
239 Causeway Street, Suite 500, Boston, MA 02114

DEVAL L. PATRICK
GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

CHERYL BARTLETT, RN
COMMISSIONER

Tel: 617-973-0971
Fax: 617-973-0980
www.mass.gov/dph/boards/dn

October 2, 2014

By first-class and certified mail no. 7014 0510 0001 0374 9046

Dr. Solveig I. Woychuk

redacted

COPY

**RE: In the Matter of Solveig I. Woychuk: DEN-2014-0084
License No. DN22076**

NOTICE OF SUSPENSION

Dear Dr. Woychuk:

On July 10, 2014, you entered into a Non-Disciplinary Agreement Not to Practice ("Agreement") with the Board that became effective July 11, 2014. The executed Agreement was sent to you by electronic mail on July 11, 2014. A copy of the Agreement is included at Exhibit 7 of the enclosed Affidavit for your review.

On October 1, 2014, the Board reviewed the Affidavit, its Exhibits and enclosed Request for Order of Suspension and moved and voted pursuant to paragraph 3 of the Agreement and Board regulations at 234 CMR 9.05(7) to immediately suspend your dental license based on the evidence that you practiced dentistry in violation of paragraph 2 of the Agreement.

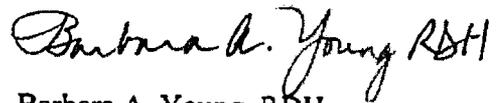
You are hereby given notice that you have a right to a hearing on the limited issue of whether or not you practiced dentistry in violation of the terms Agreement. For you to claim this right to a hearing, you need to submit a written statement of facts and request for a hearing within 7 days to my attention.

Effective today, Tuesday, October 2, 2014, and notwithstanding the fact you may elect to request a hearing, the Board exercises its authority under paragraph 3 of the Agreement and **SUSPENDS** your license to practice dentistry. You may not practice as a dentist in Massachusetts until the Board provides you written notice that it has reinstated your license.

Dr. Solveig I. Woychuk
October 2, 2014

Page 2 of 2

Sincerely,

A handwritten signature in cursive script that reads "Barbara A. Young RDH". The signature is written in black ink and is positioned above the typed name.

Barbara A. Young, RDH
Executive Director, Board of Registration in Dentistry

Encl.



COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN DENTISTRY

_____)
In the Matter of)
SOLVEIG I. WOYCHUK)
License No. DN22076)
LICENSE EXP. 3/31/2016)
_____)

Docket No. DEN-2014-0084

NON-DISCIPLINARY AGREEMENT NOT TO PRACTICE

The Massachusetts Board of Registration in Dentistry ("Board") and Solveig I. Woychuk ("Licensee"), a dentist licensed by the Board, License¹ No. DN22076 ("License") do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Licensee's record maintained by the Board:

1. The Licensee acknowledges that a complaint have been filed with the Board against her Massachusetts license to practice dentistry, identified as Docket No. DEN-2014-0084, (the "Complaint").
2. The Licensee agrees to cease her practice of dentistry in the Commonwealth of Massachusetts effective immediately until such time as the Board takes final action on the Complaint.
 - a. Licensee agrees practice of dentistry includes any activity for which a license to practice dentistry is required by M. G. L. c. 112, §§43-53, 61. Said activities, whether paid or voluntary, include, but are not limited to, clinical treatment of patients, review of patient record(s), development of a treatment plan, taking and/or interpretation of radiographs, and providing consultation on treatment of a patient.
3. The Board and the Licensee agree that execution of this Agreement constitutes *a non-disciplinary* action and that her Massachusetts dentist license status shall appear on the Board's web page as "Restrictions by Agreement/Order." The Licensee understands any violation of this Agreement shall be prima facie evidence for immediate suspension of her license to practice dentistry.
4. The Licensee has had the opportunity to be represented by legal counsel in connection

¹ The term "license" applies to both a current and expired license as well as the right to renew an expired license.

with the Complaints and this Agreement.

5. This Agreement and its contents shall be incorporated into the records maintained by the Board. This Agreement is a public record within the meaning of M.G.L. c. 4, §7 and is subject to disclosure to the public, applicable federal data banks and national reporting organizations, including the National Practitioner Data Bank, Health Care Integrity and Protection Data Bank, and equivalent state licensing boards.
6. The Licensee understands that by voluntarily agreeing to cease the practice of dentistry in the Commonwealth of Massachusetts pursuant to this Agreement, she does not waive her right to contest any allegations brought against her by the Board and her signature to this Agreement does not constitute any admissions on her part. Nothing contained in this Agreement shall be construed as an admission or acknowledgment by the Licensee as to wrongdoing of any kind in the practice of dentistry or otherwise.
7. The Licensee understands this Agreement is not a final decision and therefore this Agreement is not subject to reconsideration, appeal or judicial review pursuant to M.G.L. c. 30A, §14.
8. The Licensee agrees to provide a complete copy of this Agreement, within twenty-four (24) hours of notification of the Board's acceptance, by certified mail, return receipt requested, or by hand delivery to the following designated entities: the Drug Enforcement Administration; the Massachusetts Department of Public Health Drug Control Program and the state licensing boards of all states in which she has any kind of license to practice dentistry. The Licensee will certify to the Board within seven (7) days that she has complied with this directive. The Board expressly reserves the authority to independently notify, at any time, any of the entities designated above or any other affected entity, of any action it has taken.
9. This Agreement represents the entire agreement between the parties at this time.

Solveig I. Woychuk
Dental License No. 22076
DEN-2014-0084

Licensee:

Dr. Solveig I. Woychuk Date Signed: 7/10/14
Dr. Solveig I. Woychuk

Board of Registration in Dentistry

Dr. Cynthia Stevens Bay Date Signed: 7/11/14
Dr. Cynthia M. Stevens
Chairperson

Effective Date: 7/11/14