

KHLEA M. SUMANI, D.D.S.

Case No. 2022-01228

Consent Agreement

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**CONSENT AGREEMENT
BETWEEN
KHLEA M. SUMANI, ~~D.D.S.~~ DMD
AND
THE OHIO STATE DENTAL BOARD**

This CONSENT AGREEMENT is entered into by and between, KHLEA M. SUMANI, D.D.S., (DR. SUMANI) and THE OHIO STATE DENTAL BOARD, (BOARD), the state agency charged with enforcing the Dental Practice Act, Chapter 4715 of the Ohio Revised Code.

DR. SUMANI voluntarily enters into this CONSENT AGREEMENT being fully informed of his rights under Chapter 119, Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudication hearing on the issues considered herein.

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

- A. The OHIO STATE DENTAL BOARD is empowered by Section 4715.30(A)(9), Ohio Revised Code, to limit, revoke, suspend a certificate or license, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate or license for "[p]roviding or allowing dental hygienists, expanded function dental auxiliaries, or other practitioners of auxiliary dental occupations working under the certificate or license holder's supervision, or a dentist holding a temporary limited continuing education license under division (C) of section 4715.16 of the Revised Code working under the certificate or license holder's direct supervision, to provide dental care that departs from or fails to conform to accepted standards for the profession, whether or not injury to a patient results."
- B. DR. SUMANI is currently licensed to practice dentistry in the State of Ohio, License No. 30.024862.
- C. The OHIO STATE DENTAL BOARD enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon any alleged violations of Section 4715.30(A)(9). The BOARD expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4715 of the Ohio Revised Code whether occurring before or after the effective date of this CONSENT AGREEMENT.

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WHEREFORE, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any further formal proceedings at this time, DR. SUMANI knowingly and voluntarily agrees with the BOARD, to the following PROBATIONARY terms, conditions and limitations for a period of two (2) years:

1. DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of radiographic imaging. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code;
2. DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of diagnosis and treatment planning. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code.
3. DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of basic restorative dentistry. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code.
4. DR. SUMANI shall successfully complete fifteen (15) hours of clinical training approved in advance by the Board Secretary, in the areas of basic restorative dentistry. The clinical training must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code.

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5. DR. SUMANI shall successfully complete fifteen (15) hours of clinical training approved in advance by the Board Secretary, in the areas of fixed and removable implant prosthetic treatment. The clinical training must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code;
6. DR. SUMANI shall submit to the PANEL, by the fifth (5th) day of each month, a list of patient Initials for whom he has rendered fixed and removable implant prosthetic treatment during the preceding month. The PANEL or its designee may select up to twenty-four (24) cases for whom DR. SUMANI provided restorative crowns and/or fixed and removable prosthetics treatment. For each patient selected, DR. SUMANI shall provide the following documentation:
 - i. Pre-operative, working, and post-operative radiographs for each tooth;
 - ii. Patient clinical notes;
 - iii. Documentation of symptoms and diagnosis;
 - iv. Treatment plan;
 - v. Treatment records;
 - vi. Working lengths, if applicable;
 - vii. Restorative and/or implant prosthetic materials used;
 - viii. Prescriptions and anesthetics used for treatment;
 - ix. Billing records;
 - x. Any other records requested by the PANEL.

In fulfilling the requirements in this paragraph, DR. SUMANI may submit color copies of progress notes. Radiographs can be duplicates or copied to a CD or memory stick. At the PANEL's discretion, such records may be reviewed by a consultant to the BOARD.

Documents requested by the PANEL pursuant to this paragraph must be received by the BOARD office within fourteen (14) days from the date the request is sent.

DR. SUMANI agrees that he shall not be released from this CONSENT AGREEMENT until he submits twenty-four (24) cases for which he has rendered fixed and removable implant prosthetic treatment as set forth in this paragraph.

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- b. DR. SUMANI shall fully cooperate with Board investigators in accordance with law;
- c. DR. SUMANI shall disclose a copy of this CONSENT AGREEMENT to every employer on or before his first date of employment as a dentist or first date of employment as a dentist after being re-hired;
- d. DR. SUMANI shall submit monthly declarations, to be received by **the fifth day of each month**, under penalty of BOARD disciplinary action stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT.
- e. DR. SUMANI may not instruct, teach, or present any continuing education courses or training;
- f. DR. SUMANI shall obey all federal, state, and local laws, and all rules governing the practice of dentistry in Ohio.
- g. DR. SUMANI shall be responsible for the expenses associated with the above probation requirements;
- h. In the event DR. SUMANI is found by the PANEL to have failed to comply with any provision of this CONSENT AGREEMENT, and is so notified of that deficiency in writing, such periods of noncompliance will not apply to the reduction of the probationary period under this CONSENT AGREEMENT.
- i. In the event that DR. SUMANI should leave Ohio for three (3) continuous months, or reside or practice outside the state, DR. SUMANI must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed.
- j. If DR. SUMANI fails to comply with any of the terms or conditions of this CONSENT AGREEMENT, DR. SUMANI may be subjected to an automatic suspension of his license to practice dentistry prior to the issuance of a notice of opportunity and an administrative hearing. In the event that DR. SUMANI's license to practice dentistry is automatically indefinitely suspended, during the period of suspension, DR,

Initials KS

SUMANI may not: 1) employ a licensed operator, e.g., dentists, and dental hygienists, and dental x-ray machine operators to perform dentistry or dental hygiene duties or otherwise treat patients during the period of suspension, nor may any corporation, business, partnership or business entity owned in part or whole by DR. SUMANI employ or enter into a legal contract with a licensed operator to perform dental or dental hygiene duties during the period of this suspension; or 2) derive income from a legal or beneficial interest in a dental practice.

- k. DR. SUMANI shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.
- l. Upon successful completion of his probationary terms, DR. SUMANI must appear before the BOARD at a regularly scheduled BOARD meeting before the BOARD will fully restore DR. SUMANI's license to practice dentistry.
- m. DR. SUMANI agrees that if, in the discretion of the PANEL, he appears to have violated or breached any term or condition of this CONSENT AGREEMENT, the BOARD has the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws or rules of Ohio occurring before the effective date of this CONSENT AGREEMENT.

Any action initiated by the BOARD based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119, Ohio Revised Code.

DR. SUMANI acknowledges and understands that this CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code and may be reported to any appropriate data bank or reporting agency. DR. SUMANI acknowledges that his social security number will be used if the information is so reported, and DR. SUMANI agrees to provide his social security number to the BOARD for such purposes.

DR. SUMANI, with the intention of binding himself and his successors in interests and assigns, holds harmless from liability and forever discharges the State of Ohio, the BOARD, and any of their members, officers, attorneys, agents, and/or employees, personally or in their official capacities, from any and all claims that were raised or could have been raised in or relating to this matter, including but not limited to costs, expenses, attorney fees and/or all other damages.

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DR. SUMANI acknowledges that he has had adequate opportunity to ask questions concerning the terms of this CONSENT AGREEMENT and that all questions asked have been answered in a satisfactory manner.

WHEREFORE, in consideration of the mutual promises contained herein, and subject to the conditions and limitations stated herein, the BOARD hereby foregoes any disciplinary proceeding against DR. SUMANI pending successful completion of these terms and conditions.

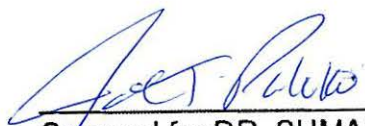
It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the President, Secretary and Vice Secretary and shall become effective upon the last date of signature below.



DR. KHLEA M. SUMANI, D.D.S.
BMD

7/14/23

DATE



Counsel for DR. SUMANI
Joseph T. Palcko (0088006)

7/18/23

DATE

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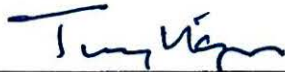
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OHIO STATE DENTAL BOARD



TIMOTHY V. KYGER, D.D.S.
President

7/26/2023

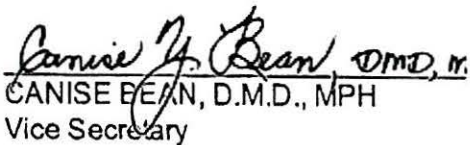
DATE



KATHY BRISLEY-SEDON, D.D.S.
Secretary

7/26/2023

DATE



CANISE BEAN, D.M.D., MPH
Vice Secretary

7/28/2023 c.c.-f.

DATE



KATHERINE BOCKBRADER, ESQ.
Assistant Attorney General

7-26-23

DATE

Initials KS



Ohio State Dental Board
77 S. High Street, 17th Floor
Columbus, Ohio 43215-6135

(614) 466-2580 Tel
(614) 752-8995 Fax
Dental.Ohio.Gov

NOTICE OF AUTOMATIC SUSPENSION AND OPPORTUNITY FOR HEARING
Case # 2022-01228

April 30, 2025

Khlea M. Sumani, D.M.D.
8210 Mariposa St.
Blacklick, Ohio 43004

VIA: RPost Registered Email
sumanidmd@gmail.com

Dear Dr. Sumani,

You are hereby notified that, on July 28, 2023, you entered into a Consent Agreement (July 2023 Consent Agreement) with the Ohio State Dental Board (Board), *a copy of which is attached hereto and incorporated herein*, in which you agreed with the Board that your credentials to practice as a dentist in the State of Ohio would be suspended if you violated or breached any terms or conditions of the July 2023 Consent Agreement.

- A. Item 1. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of radiographic imaging. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code [.]"
- B. Item 2. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of diagnosis and treatment planning. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code."
- C. Item 3. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of basic restorative

dentistry. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code."

- D. Item 4. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete fifteen (15) hours of clinical training approved in advance by the Board Secretary, in the areas of basic restorative dentistry. The clinical training must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715 141 of the Ohio Revised Code."
- E. Item 5. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete fifteen (15) hours of clinical training approved in advance by the Board Secretary, in the areas of fixed and removable implant prosthetic treatment. The clinical training must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code."

Despite these provisions, as of April 30, 2025, you have failed to complete the education required by the July 2023 Consent Agreement.

- F. Item 6(j) of the July 2023 Consent Agreement states, "If DR. SUMANI fails to comply with any of the terms or conditions of this CONSENT AGREEMENT, DR. SUMANI may be subjected to an automatic suspension of his license to practice dentistry prior to the issuance of a notice of opportunity and an administrative hearing. In the event that DR. SUMANI's license to practice dentistry is automatically indefinitely suspended, during the period of suspension, DR. SUMANI **may not**: 1) employ a licensed operator, e.g., dentists and dental hygienists, and dental x-ray machine operators to perform dentistry or dental hygiene duties or otherwise treat patients during the period of suspension, nor may any corporation, business, partnership or business entity owned in part or whole by DR. SUMANI employ or enter into a legal contract with a licensed operator to perform dental or dental hygiene duties during the period of this suspension; or 2) derive income from a legal or beneficial interest in a dental practice.

Section 4715.30(C), Ohio Revised Code ("O.R.C."), authorizes the Board to suspend the certificate or license where the board places a holder of a license or certificate on probationary status if it determines that the holder has not met the requirements of the probation or continues to engage in activities that constitute grounds for discipline.

In accordance with Item 6.j. of the July 2023 Consent Agreement, you are hereby notified that it appears to the Board that you have violated Items one (1) through five (5) of the July 2023 Consent Agreement.

YOU ARE HEREBY NOTIFIED THAT YOUR LICENSE TO PRACTICE AS A DENTIST, LICENSE NUMBER 30.024862, IS HEREBY AUTOMATICALLY SUSPENDED.

Continued practice after receipt of this notice of suspension shall be considered a violation of Sections 4715.09(A), O.R.C.

In accordance with Chapter 119. of the Ohio Revised Code ("O.R.C."), you are hereby notified that the Ohio State Dental Board ("Board") proposes under authority of O.R.C. Sections 4715.30 and 4715.03 to suspend, place on probationary status, revoke, refuse to renew, or refuse to reinstate, or censure your license to practice dentistry for the following reasons:

1. Item 1. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of radiographic imaging. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code [.]"
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3. Item 3. of the July 2023 Consent Agreement states, “DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of basic restorative dentistry. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code.”
4. Item 4. of the July 2023 Consent Agreement states, “DR. SUMANI shall successfully complete fifteen (15) hours of clinical training approved in advance by the Board Secretary, in the areas of basic restorative dentistry. The clinical training must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715 141 of the Ohio Revised Code.”
5. Item 5. of the July 2023 Consent Agreement states, “DR. SUMANI shall successfully complete fifteen (15) hours of clinical training approved in advance by the Board Secretary, in the areas of fixed and removable implant prosthetic treatment. The clinical training must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code.”

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6. Item 6(j) of the July 2023 Consent Agreement states, “If DR. SUMANI fails to comply with any of the terms or conditions of this CONSENT AGREEMENT, DR. SUMANI may be subjected to an automatic suspension of his license to practice dentistry prior to the issuance of a notice of opportunity and an administrative hearing. In the event that DR. SUMANI’s license to practice dentistry is automatically indefinitely suspended, during the period of suspension, DR.

SUMANI **may not:** 1) employ a licensed operator, e.g., dentists and dental hygienists, and dental x-ray machine operators to perform dentistry or dental hygiene duties or otherwise treat patients during the period of suspension, nor may any corporation, business, partnership or business entity owned in part or whole by DR. SUMANI employ or enter into a legal contract with a licensed operator to perform dental or dental hygiene duties during the period of this suspension; or 2) derive income from a legal or beneficial interest in a dental practice.

Section 4715.30(C), O.R.C., authorizes the Board to discipline the holder of a credential issued under this Chapter for failing to meet the requirements of probation or continuing to engage in activities that constitute grounds for discipline. The conduct alleged in paragraphs one (1) through five (5) constitute violations of Section 4715.30(C).

Accordingly, the Board is authorized to impose one or more of the sanctions cited in Section 4715.30 O.R.C.

Pursuant to Chapter 119. of the Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request a hearing, the request must be made in writing and must be received in the offices of the Board within thirty days of the date of service of this notice.

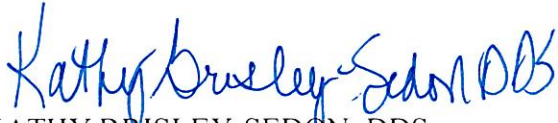
You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or you may present your position, arguments or contentions in writing. At the hearing you may present evidence and examine witnesses appearing for or against you.

If you timely request a hearing, you are entitled to receive at least sixty (60) days in advance of the hearing, if so requested, a copy of each item the Board procures or creates in the course of the investigation. Such items may include, but are not limited to, the one or more complaints filed with the Board, correspondence, reports and statements; deposition transcripts; and the patient(s) dental records. The Board may charge a reasonable fee for providing copies. Before providing the copies, the Board shall determine whether the investigative items contain any personal identifying information regarding a complainant. If the Board determines that the investigative items contain such personal identifying information, or any information that would reveal the identity of a complainant, the Board shall redact the information from the copies it provides. The Board shall not provide any information that is subject to the attorney-client privilege or work product doctrine, or that would reveal the investigatory processes or methods of investigation used by the Board. The Board shall not provide any information that would constitute a confidential law enforcement investigatory record.

If you do not request a hearing within thirty (30) days of the date of service of this Notice, the Board may, in your absence and upon consideration of the foregoing charges, determine whether or not to limit, suspend, place on probationary status, revoke, refuse to renew, or refuse to reinstate, or censure your license to practice dentistry.

BY THE ORDER OF THE OHIO STATE DENTAL BOARD

Supervisory Investigative Panel



KATHY BRISLEY-SEDON, DDS
Secretary



PAUL M. KELLEY, DDS
Vice Secretary

S E A L



Katherine Bockbrader, Esq., Assistant Section Chief, Health and Human Services Section

I, Miguel A. Santiago, Interim Executive Director of the Ohio State Dental Board, hereby certify that the foregoing Notice of Opportunity for Hearing was emailed to Dr. Khlea M. Sumani by RPost Registered Email, on this 2nd day of May 2025.



MIGUEL A. SANTIAGO, ESQ.
Interim Executive Director

S E A L



**CONSENT AGREEMENT
BETWEEN
KHLEA M. SUMANI, D.D.S. ~~D.D.S.~~ DMD
AND
THE OHIO STATE DENTAL BOARD**

COPY

This CONSENT AGREEMENT is entered into by and between, KHLEA M. SUMANI, D.D.S., (DR. SUMANI) and THE OHIO STATE DENTAL BOARD, (BOARD), the state agency charged with enforcing the Dental Practice Act, Chapter 4715 of the Ohio Revised Code.

DR. SUMANI voluntarily enters into this CONSENT AGREEMENT being fully informed of his rights under Chapter 119, Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudication hearing on the issues considered herein.

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- A. The OHIO STATE DENTAL BOARD is empowered by Section 4715.30(A)(9), Ohio Revised Code, to limit, revoke, suspend a certificate or license, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate or license for "[p]roviding or allowing dental hygienists, expanded function dental auxiliaries, or other practitioners of auxiliary dental occupations working under the certificate or license holder's supervision, or a dentist holding a temporary limited continuing education license under division (C) of section 4715.16 of the Revised Code working under the certificate or license holder's direct supervision, to provide dental care that departs from or fails to conform to accepted standards for the profession, whether or not injury to a patient results."
- B. DR. SUMANI is currently licensed to practice dentistry in the State of Ohio, License No. 30.024862.
- C. The OHIO STATE DENTAL BOARD enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon any alleged violations of Section 4715.30(A)(9). The BOARD expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4715 of the Ohio Revised Code whether occurring before or after the effective date of this CONSENT AGREEMENT.

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10. 12166871841 FROM: 8669181903

KHLEA M. SUMANI, D.D.S.

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WHEREFORE, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any further formal proceedings at this time, DR. SUMANI knowingly and voluntarily agrees with the BOARD, to the following PROBATIONARY terms, conditions and limitations for a period of two (2) years:

1. DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of radiographic imaging. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code;
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 - i. Pre-operative, working, and post-operative radiographs for each tooth;
 - ii. Patient clinical notes;
 - iii. Documentation of symptoms and diagnosis;
 - iv. Treatment plan;
 - v. Treatment records;
 - vi. Working lengths, if applicable;
 - vii. Restorative and/or implant prosthetic materials used;
 - viii. Prescriptions and anesthetics used for treatment;
 - ix. Billing records;
 - x. Any other records requested by the PANEL.

In fulfilling the requirements in this paragraph, DR. SUMANI may submit color copies of progress notes. Radiographs can be duplicates or copied to a CD or memory stick. At the PANEL's discretion, such records may be reviewed by a consultant to the BOARD.

Documents requested by the PANEL pursuant to this paragraph must be received by the BOARD office within fourteen (14) days from the date the request is sent.

DR. SUMANI agrees that he shall not be released from this CONSENT AGREEMENT until he submits twenty-four (24) cases for which he has rendered fixed and removable implant prosthetic treatment as set forth in this paragraph.

Initials KS

KHLEA M. SUMANI, D.D.S.

Case No. 2022-01228

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Page 4

- b. DR. SUMANI shall fully cooperate with Board investigators in accordance with law;
- c. DR. SUMANI shall disclose a copy of this CONSENT AGREEMENT to every employer on or before his first date of employment as a dentist or first date of employment as a dentist after being re-hired;
- d. DR. SUMANI shall submit monthly declarations, to be received by the **fifth day of each month**, under penalty of BOARD disciplinary action stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT.
- e. DR. SUMANI may not instruct, teach, or present any continuing education courses or training;
- f. DR. SUMANI shall obey all federal, state, and local laws, and all rules governing the practice of dentistry in Ohio.
- g. DR. SUMANI shall be responsible for the expenses associated with the above probation requirements;
- h. In the event DR. SUMANI is found by the PANEL to have failed to comply with any provision of this CONSENT AGREEMENT, and is so notified of that deficiency in writing, such periods of noncompliance will not apply to the reduction of the probationary period under this CONSENT AGREEMENT.
- i. In the event that DR. SUMANI should leave Ohio for three (3) continuous months, or reside or practice outside the state, DR. SUMANI must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed.
- j. If DR. SUMANI fails to comply with any of the terms or conditions of this CONSENT AGREEMENT, DR. SUMANI may be subjected to an automatic suspension of his license to practice dentistry prior to the issuance of a notice of opportunity and an administrative hearing. In the event that DR. SUMANI's license to practice dentistry is automatically indefinitely suspended, during the period of suspension, DR,

Initials

KS

SUMANI may not: 1) employ a licensed operator, e.g., dentists, and dental hygienists, and dental x-ray machine operators to perform dentistry or dental hygiene duties or otherwise treat patients during the period of suspension, nor may any corporation, business, partnership or business entity owned in part or whole by DR. SUMANI employ or enter into a legal contract with a licensed operator to perform dental or dental hygiene duties during the period of this suspension; or 2) derive income from a legal or beneficial interest in a dental practice.

- k. DR. SUMANI shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.
- l. Upon successful completion of his probationary terms, DR. SUMANI must appear before the BOARD at a regularly scheduled BOARD meeting before the BOARD will fully restore DR. SUMANI's license to practice dentistry.
- m. DR. SUMANI agrees that if, in the discretion of the PANEL, he appears to have violated or breached any term or condition of this CONSENT AGREEMENT, the BOARD has the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws or rules of Ohio occurring before the effective date of this CONSENT AGREEMENT.

Any action initiated by the BOARD based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119, Ohio Revised Code.

DR. SUMANI acknowledges and understands that this CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code and may be reported to any appropriate data bank or reporting agency. DR. SUMANI acknowledges that his social security number will be used if the information is so reported, and DR. SUMANI agrees to provide his social security number to the BOARD for such purposes.

DR. SUMANI, with the intention of binding himself and his successors in interests and assigns, holds harmless from liability and forever discharges the State of Ohio, the BOARD, and any of their members, officers, attorneys, agents, and/or employees, personally or in their official capacities, from any and all claims that were raised or could have been raised in or relating to this matter, including but not limited to costs, expenses, attorney fees and/or all other damages.

Initials KS

KHLEA M. SUMANI, D.D.S.

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Page 6

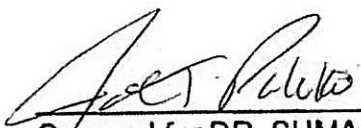
DR. SUMANI acknowledges that he has had adequate opportunity to ask questions concerning the terms of this CONSENT AGREEMENT and that all questions asked have been answered in a satisfactory manner.

WHEREFORE, in consideration of the mutual promises contained herein, and subject to the conditions and limitations stated herein, the BOARD hereby foregoes any disciplinary proceeding against DR. SUMANI pending successful completion of these terms and conditions.

It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the President, Secretary and Vice Secretary and shall become effective upon the last date of signature below.


DR. KHLEA M. SUMANI, D.D.S.
Sumani

7/14/23
DATE


Counsel for DR. SUMANI
Joseph T. Palcko (0088006)

7/18/23
DATE

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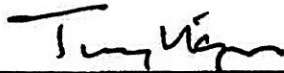
KHLEA M. SUMANI, D.D.S.

Case No. 2022-01228

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OHIO STATE DENTAL BOARD



TIMOTHY V. KYGER, D.D.S.
President

7/26/2023

DATE



KATHY BRISLEY-SCOTTON, D.D.S.
Secretary

7/26/2023

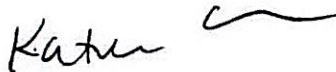
DATE



CANISE BEAN, D.M.D., MPH
Vice Secretary

7/28/2023 c.c.-s.

DATE



KATHERINE BOCKBRADER, ESQ.
Assistant Attorney General

7-26-23

DATE

Initials KS

**CONSENT AGREEMENT
BETWEEN
KHLEA M. SUMANI, D.M.D.
AND
THE OHIO STATE DENTAL BOARD**

This CONSENT AGREEMENT is entered into by and between KHLEA SUMANI, D.M.D., (DR. SUMANI) and THE OHIO STATE DENTAL BOARD, (Board), the state agency charged with enforcing the Dental Practice Act, Chapter 4715 of the Ohio Revised Code (ORC).

For purposes of this Agreement, "CONSENT AGREEMENT" shall be defined as this Agreement, and the following record attached hereto and incorporated herein:

- Consent Agreement, dated July 28, 2023; and
- Notice of Automatic Suspension and Opportunity for Hearing, dated April 30, 2025 (Notice).

DR. SUMANI voluntarily enters into this CONSENT AGREEMENT being fully informed of her rights under Chapter 119, ORC, including the right to representation by counsel and the right to a formal adjudication hearing on the issues considered herein.

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

- A. The OHIO STATE DENTAL BOARD is empowered by Section 4715.30, ORC, to limit, revoke, suspend a certificate or license, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate or license. Section 4715.30(C), ORC, authorizes the Board to suspend the certificate or license where the board places a holder of a license or certificate on probationary status if it determines that the holder has not met the requirements of the probation or continues to engage in activities that constitute grounds for discipline.
- B. DR. SUMANI is currently licensed to practice dentistry in the State of Ohio, License No. 30.024862.
- C. DR. SUMANI admits that the BOARD has evidence to prove the allegations in the Notice.
- D. The OHIO STATE DENTAL BOARD enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon any alleged violations of Section 4715.30(C), ORC. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4715, ORC, whether occurring before or after the effective date of this CONSENT AGREEMENT.

AGREED CONDITIONS

WHEREFORE, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any further formal proceedings at this time, DR. SUMANI knowingly and voluntarily agrees with the BOARD, to the following terms, conditions and limitations:

REINSTATEMENT OF LICENSE

Upon ratification of this CONSENT AGREEMENT, the Automatic Suspension of DR. SUMANI's license shall end, and her license shall be reinstated, subject to the terms of this CONSENT AGREEMENT.

PROBATIONARY TERMS

DR. SUMANI's license shall be subject to the following PROBATIONARY terms, conditions, and limitations for a minimum period of two (2) years:

1. DR. SUMANI will refrain from performing implant treatment on patients prior to completion of all the requirements in paragraph 2. All patients requiring implant treatment shall be referred to another dental practitioner until such time as the conditions set forth in paragraph 2, have been satisfied. For purposes of this paragraph, "implant treatment" includes implants as well as prosthetics supported by implants.
2. DR. SUMANI shall successfully complete clinical didactic classes in the following areas:
 - a. Six and a half (6.5) hours, Radiographic Technique and Interpretation. The request for course approval must be submitted within seven (7) days of the effective date of this CONSENT AGREEMENT.

Further, DR. SUMANI shall successfully complete clinical hands-on classes in the following areas:

- b. One (1) hour in Basic Restorative Dentistry.
 - c. Fifteen (15) hours, Surgical Dental Implant Placement, to include fixed and removeable implant prosthetic treatment.

The **clinical hands-on** and **didactic** training must be taken through Board approved provider and **must be approved in advance** by the Secretary and Vice Secretary. Proof of successful completion of the courses required in paragraph 2.a. shall be submitted to the Secretary and Vice Secretary within thirty (30) days from the date this CONSENT AGREEMENT is ratified by the Board. Proof of successful completion of the courses required in paragraph 2.b. and 2.c. shall be submitted to the Secretary and Vice Secretary within one hundred eighty (180) days from the date this CONSENT AGREEMENT is

ratified by the Board. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141, ORC.

3. Upon receipt of written confirmation from the Board of completion of the educational requirements set forth in paragraph 2. above, DR. SUMANI shall submit to the Board's Secretary and Vice Secretary, by the fifth (5th) day of each month, a list of patient initials for whom she has rendered fixed and removable implant prosthetic treatment during the preceding month. The Secretary and Vice Secretary or its designee may select up to twenty-four (24) cases for whom DR. SUMANI provided restorative crowns and/or fixed and removable prosthetics treatment. For each patient selected, DR. SUMANI shall provide the following documentation:

- i. Pre-operative, working, and post-operative radiographs for each tooth;
- ii. Patient clinical notes;
- iii. Documentation of symptoms and diagnosis;
- iv. Treatment plan;
- v. Treatment records;
- vi. Working lengths;
- vii. Endodontic materials used;
- viii. Prescriptions and anesthetics used for treatment; and
- ix. Any other records requested by the PANEL.

In fulfilling the requirements in this paragraph, DR. SUMANI may submit color copies of progress notes. Radiographs can be duplicates or copied to a memory stick. At the Board's Secretary and Vice Secretary's discretion, such records may be reviewed by a consultant to the Board.

Documents requested by the Secretary and Vice Secretary pursuant to this paragraph must be received by the Board office within fourteen (14) days from the date the request is sent.

DR. SUMANI agrees to submit twenty four (24) cases where she has performed implant prosthetic treatment including restorative crowns and/or fixed and removable prosthetics treatment. The twenty-four (24) cases shall include ten (10) restorative crowns, five (5) implant-supported prosthetic crowns, five (5) fixed bridge prosthetic cases, and four (4) implant-supported fixed or removable prosthetic cases. DR. SUMANI agrees that she shall not be released from this CONSENT AGREEMENT until she has submitted the cases as set forth in this paragraph that have been reviewed and approved by the Secretary and Vice Secretary as meeting the standard of care.

4. DR. SUMANI shall fully cooperate with Board investigators in accordance with the law.
5. DR. SUMANI shall disclose a copy of this CONSENT AGREEMENT to every employer on or before her first date of employment as a dentist or first date of employment as a dentist after being re-hired.

6. DR. SUMANI shall submit monthly declarations, to be received by **the fifth day of each month**, under penalty of BOARD disciplinary action stating whether there has been in compliance with all the conditions of this CONSENT AGREEMENT.
7. DR. SUMANI may not instruct, teach, or present any continuing education courses or training during the probationary period.
8. DR. SUMANI shall obey all federal, state, and local laws, and all rules governing the practice of dentistry in Ohio.
9. DR. SUMANI shall be responsible for the expenses associated with the above probationary requirements.
10. In the event DR. SUMANI is found by the Board's Secretary and Vice Secretary to have failed to comply with any provision of this CONSENT AGREEMENT, and is so notified of that deficiency in writing, such periods of noncompliance will not apply to the reduction of the probationary period under this CONSENT AGREEMENT.
11. In the event that DR. SUMANI should leave Ohio for three (3) continuous months, or reside or practice outside the state, DR. SUMANI must notify the Board in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the Board in instances where the Board can be assured that probationary monitoring is otherwise being performed.
12. Subject to the provisions of Chapter 119, as set forth below, DR. SUMANI agrees that her license to practice dentistry may be automatically suspended if DR. SUMANI has violated or breached any terms or conditions of this CONSENT AGREEMENT. Following the automatic suspension, the Board shall notify DR. SUMANI via RPost Registered Email of the specific nature of the charges and automatic suspension of DR. SUMANI's license. If, in the discretion of the Board, DR. SUMANI appears to have violated or breached any terms or restrictions of this CONSENT AGREEMENT, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.
13. In the event that DR. SUMANI's license to practice dentistry is automatically suspended, during the period of suspension, DR. SUMANI **may not**: 1) employ a licensed operator, e.g., dentists, and dental hygienists, and dental x-ray machine operators to perform dentistry or dental hygiene duties or otherwise treat patients during the period of suspension, nor may any corporation, business, partnership or business entity owned in part or whole by DR. SUMANI employ or enter into a legal contract with a licensed operator to perform dental or dental hygiene duties during the period of this suspension; or 2) derive income from a legal or beneficial interest in a dental practice.

14. DR. SUMANI shall appear in person for quarterly interviews before the Board or its designated representative, or as otherwise directed by the Board.
15. Upon successful completion of her probationary terms, DR. SUMANI must appear before the Board or its designee at a regularly scheduled Board meeting before the Board will fully restore DR. SUMANI's license to practice dentistry.

DURATION/MODIFICATION OF TERMS

The terms and restrictions of this Consent Agreement may be modified or terminated, in writing, at any time upon the agreement of both DR. SUMANI and the Board.

The Board may only alter the probationary period imposed by this Consent Agreement if: (1) the Board determines that DR. SUMANI has complied with all aspects of this Consent Agreement; and (2) the Board determines that DR. SUMANI is able to practice dentistry according to accepted standards of the profession without Board monitoring, based upon an interview with DR. SUMANI by the Board or its designee.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Any action initiated by the Board based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119, ORC.

DR. SUMANI acknowledges and understands that this CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, ORC, and may be reported to any appropriate data bank or reporting agency. DR. SUMANI acknowledges that her social security number will be used if the information is so reported, and DR. SUMANI agrees to provide her social security number to the Board for such purposes.

DR. SUMANI, with the intention of binding herself and her successors in interests and assigns, holds harmless from liability and forever discharges the State of Ohio, the Board, and any of their members, officers, attorneys, agents, and/or employees, personally or in their official capacities, from any and all claims that were raised or could have been raised in or relating to this matter, including but not limited to costs, expenses, attorney fees and/or all other damages.

DR. SUMANI acknowledges that she has had adequate opportunity to ask questions concerning the terms of this CONSENT AGREEMENT and that all questions asked have been answered in a satisfactory manner.

WHEREFORE, in consideration of the mutual promises contained herein, and subject to the conditions and limitations stated herein, the Board hereby foregoes any disciplinary proceeding against DR. SUMANI pending successful completion of these terms and conditions.

EFFECTIVE DATE

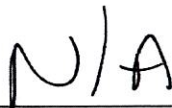
It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the Board prior to signature by the President, Secretary and Vice Secretary and shall become effective upon the last date of signature below.



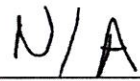
KHLEA M. SUMANI, D.M.D.



DATE



Counsel for DR. SUMANI



DATE

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OHIO STATE DENTAL BOARD

 Canise Y. Bean, DMD, MPH

6/11/2025

CANISE Y. BEAN, D.D.S., M.P.H.

DATE

President

 PAUL M. KELLEY, D.D.S..

6-11-25

DATE

Secretary

 KATHY BRISLEY-SEDON, D.D.S.

6-11-25

DATE

Vice Secretary

 MIGUEL A. SANTIAGO, ESQ.

6/11/25

DATE

Chief Legal Counsel

KHLEA M. SUMANI, D.D.S.

Case No. 2022-01228

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**CONSENT AGREEMENT
BETWEEN
KHLEA M. SUMANI, ~~D.D.S.~~ DMD
AND
THE OHIO STATE DENTAL BOARD**

This CONSENT AGREEMENT is entered into by and between, KHLEA M. SUMANI, D.D.S., (DR. SUMANI) and THE OHIO STATE DENTAL BOARD, (BOARD), the state agency charged with enforcing the Dental Practice Act, Chapter 4715 of the Ohio Revised Code.

DR. SUMANI voluntarily enters into this CONSENT AGREEMENT being fully informed of his rights under Chapter 119, Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudication hearing on the issues considered herein.

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

- A. The OHIO STATE DENTAL BOARD is empowered by Section 4715.30(A)(9), Ohio Revised Code, to limit, revoke, suspend a certificate or license, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate or license for "[p]roviding or allowing dental hygienists, expanded function dental auxiliaries, or other practitioners of auxiliary dental occupations working under the certificate or license holder's supervision, or a dentist holding a temporary limited continuing education license under division (C) of section 4715.16 of the Revised Code working under the certificate or license holder's direct supervision, to provide dental care that departs from or fails to conform to accepted standards for the profession, whether or not injury to a patient results."
- B. DR. SUMANI is currently licensed to practice dentistry in the State of Ohio, License No. 30.024862.
- C. The OHIO STATE DENTAL BOARD enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon any alleged violations of Section 4715.30(A)(9). The BOARD expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4715 of the Ohio Revised Code whether occurring before or after the effective date of this CONSENT AGREEMENT.

Initials KS

KHLEA M. SUMANI, D.D.S.
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WHEREFORE, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any further formal proceedings at this time, DR. SUMANI knowingly and voluntarily agrees with the BOARD, to the following PROBATIONARY terms, conditions and limitations for a period of two (2) years:

1. DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of radiographic imaging. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code;
2. DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of diagnosis and treatment planning. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code.
3. DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of basic restorative dentistry. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code.
4. DR. SUMANI shall successfully complete fifteen (15) hours of clinical training approved in advance by the Board Secretary, in the areas of basic restorative dentistry. The clinical training must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code.

Initials KS

KHLEA M. SUMANI, D.D.S.

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5. DR. SUMANI shall successfully complete fifteen (15) hours of clinical training approved in advance by the Board Secretary, in the areas of fixed and removable implant prosthetic treatment. The clinical training must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code;
6. DR. SUMANI shall submit to the PANEL, by the fifth (5th) day of each month, a list of patient Initials for whom he has rendered fixed and removable implant prosthetic treatment during the preceding month. The PANEL or its designee may select up to twenty-four (24) cases for whom DR. SUMANI provided restorative crowns and/or fixed and removable prosthetics treatment. For each patient selected, DR. SUMANI shall provide the following documentation:
 - i. Pre-operative, working, and post-operative radiographs for each tooth;
 - ii. Patient clinical notes;
 - iii. Documentation of symptoms and diagnosis;
 - iv. Treatment plan;
 - v. Treatment records;
 - vi. Working lengths, if applicable;
 - vii. Restorative and/or implant prosthetic materials used;
 - viii. Prescriptions and anesthetics used for treatment;
 - ix. Billing records;
 - x. Any other records requested by the PANEL.

In fulfilling the requirements in this paragraph, DR. SUMANI may submit color copies of progress notes. Radiographs can be duplicates or copied to a CD or memory stick. At the PANEL's discretion, such records may be reviewed by a consultant to the BOARD.

Documents requested by the PANEL pursuant to this paragraph must be received by the BOARD office within fourteen (14) days from the date the request is sent.

DR. SUMANI agrees that he shall not be released from this CONSENT AGREEMENT until he submits twenty-four (24) cases for which he has rendered fixed and removable implant prosthetic treatment as set forth in this paragraph.

Initials KS

KHLEA M. SUMANI, D.D.S.

Case No. 2022-01228

Consent Agreement

Page 4

- b. DR. SUMANI shall fully cooperate with Board investigators in accordance with law;
- c. DR. SUMANI shall disclose a copy of this CONSENT AGREEMENT to every employer on or before his first date of employment as a dentist or first date of employment as a dentist after being re-hired;
- d. DR. SUMANI shall submit monthly declarations, to be received by the **fifth day of each month**, under penalty of BOARD disciplinary action stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT.
- e. DR. SUMANI may not instruct, teach, or present any continuing education courses or training;
- f. DR. SUMANI shall obey all federal, state, and local laws, and all rules governing the practice of dentistry in Ohio.
- g. DR. SUMANI shall be responsible for the expenses associated with the above probation requirements;
- h. In the event DR. SUMANI is found by the PANEL to have failed to comply with any provision of this CONSENT AGREEMENT, and is so notified of that deficiency in writing, such periods of noncompliance will not apply to the reduction of the probationary period under this CONSENT AGREEMENT.
- i. In the event that DR. SUMANI should leave Ohio for three (3) continuous months, or reside or practice outside the state, DR. SUMANI must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed.
- j. If DR. SUMANI fails to comply with any of the terms or conditions of this CONSENT AGREEMENT, DR. SUMANI may be subjected to an automatic suspension of his license to practice dentistry prior to the issuance of a notice of opportunity and an administrative hearing. In the event that DR. SUMANI's license to practice dentistry is automatically indefinitely suspended, during the period of suspension, DR,

Initials

KS

SUMANI may not: 1) employ a licensed operator, e.g., dentists, and dental hygienists, and dental x-ray machine operators to perform dentistry or dental hygiene duties or otherwise treat patients during the period of suspension, nor may any corporation, business, partnership or business entity owned in part or whole by DR. SUMANI employ or enter into a legal contract with a licensed operator to perform dental or dental hygiene duties during the period of this suspension; or 2) derive income from a legal or beneficial interest in a dental practice.

- k. DR. SUMANI shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.
- l. Upon successful completion of his probationary terms, DR. SUMANI must appear before the BOARD at a regularly scheduled BOARD meeting before the BOARD will fully restore DR. SUMANI's license to practice dentistry.
- m. DR. SUMANI agrees that if, in the discretion of the PANEL, he appears to have violated or breached any term or condition of this CONSENT AGREEMENT, the BOARD has the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws or rules of Ohio occurring before the effective date of this CONSENT AGREEMENT.

Any action initiated by the BOARD based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119, Ohio Revised Code.

DR. SUMANI acknowledges and understands that this CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code and may be reported to any appropriate data bank or reporting agency. DR. SUMANI acknowledges that his social security number will be used if the information is so reported, and DR. SUMANI agrees to provide his social security number to the BOARD for such purposes.

DR. SUMANI, with the intention of binding himself and his successors in interests and assigns, holds harmless from liability and forever discharges the State of Ohio, the BOARD, and any of their members, officers, attorneys, agents, and/or employees, personally or in their official capacities, from any and all claims that were raised or could have been raised in or relating to this matter, including but not limited to costs, expenses, attorney fees and/or all other damages.

Initials KS

KHLEA M. SUMANI, D.D.S.

Case No. 2022-01228

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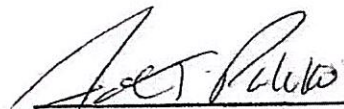
DR. SUMANI acknowledges that he has had adequate opportunity to ask questions concerning the terms of this CONSENT AGREEMENT and that all questions asked have been answered in a satisfactory manner.

WHEREFORE, in consideration of the mutual promises contained herein, and subject to the conditions and limitations stated herein, the BOARD hereby foregoes any disciplinary proceeding against DR. SUMANI pending successful completion of these terms and conditions.

It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the President, Secretary and Vice Secretary and shall become effective upon the last date of signature below.


DR. KHLEA M. SUMANI, D.D.S.
DMD

7/14/23
DATE

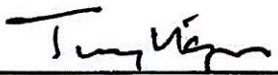

Counsel for DR. SUMANI
Joseph T. Palucko (0088006)

7/18/23
DATE

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KHLEA M. SUMANI, D.D.S.
Case No. 2022-01228
Consent Agreement
Page 7

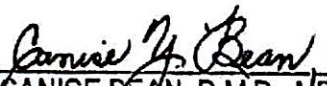
OHIO STATE DENTAL BOARD


TIMOTHY V. KYGER, D.D.S.
President

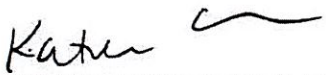
7/26/2023
DATE


KATHY BRISLEY-SETON, D.D.S.
Secretary

7/26/2023
DATE


CANISE BEAN, D.M.D., MPH
Vice Secretary

7/28/2023 c.c.s.
DATE


KATHERINE BOCKBRADER, ESQ.
Assistant Attorney General

7-26-23
DATE

Initials KS



Ohio State Dental Board
77 S. High Street, 17th Floor
Columbus, Ohio 43215-6135

(614) 466-2580 Tel
(614) 752-8995 Fax
Dental.Ohio.Gov

NOTICE OF AUTOMATIC SUSPENSION AND OPPORTUNITY FOR HEARING
Case # 2022-01228

April 30, 2025

Khlea M. Sumani, D.M.D.
8210 Mariposa St.
Blacklick, Ohio 43004

VIA: RPost Registered Email
sumanidmd@gmail.com

Dear Dr. Sumani,

You are hereby notified that, on July 28, 2023, you entered into a Consent Agreement (July 2023 Consent Agreement) with the Ohio State Dental Board (Board), *a copy of which is attached hereto and incorporated herein*, in which you agreed with the Board that your credentials to practice as a dentist in the State of Ohio would be suspended if you violated or breached any terms or conditions of the July 2023 Consent Agreement.

- A. Item 1. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of radiographic imaging. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code [.]"
- B. Item 2. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of diagnosis and treatment planning. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code."
- C. Item 3. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of basic restorative

dentistry. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code."

- D. Item 4. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete fifteen (15) hours of clinical training approved in advance by the Board Secretary, in the areas of basic restorative dentistry. The clinical training must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code."
- E. Item 5. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete fifteen (15) hours of clinical training approved in advance by the Board Secretary, in the areas of fixed and removable implant prosthetic treatment. The clinical training must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code."

Despite these provisions, as of April 30, 2025, you have failed to complete the education required by the July 2023 Consent Agreement.

- F. Item 6(j) of the July 2023 Consent Agreement states, "If DR. SUMANI fails to comply with any of the terms or conditions of this CONSENT AGREEMENT, DR. SUMANI may be subjected to an automatic suspension of his license to practice dentistry prior to the issuance of a notice of opportunity and an administrative hearing. In the event that DR. SUMANI's license to practice dentistry is automatically indefinitely suspended, during the period of suspension, DR. SUMANI may not: 1) employ a licensed operator, e.g., dentists and dental hygienists, and dental x-ray machine operators to perform dentistry or dental hygiene duties or otherwise treat patients during the period of suspension, nor may any corporation, business, partnership or business entity owned in part or whole by DR. SUMANI employ or enter into a legal contract with a licensed operator to perform dental or dental hygiene duties during the period of this suspension; or 2) derive income from a legal or beneficial interest in a dental practice.

Section 4715.30(C), Ohio Revised Code ("O.R.C."), authorizes the Board to suspend the certificate or license where the board places a holder of a license or certificate on probationary status if it determines that the holder has not met the requirements of the probation or continues to engage in activities that constitute grounds for discipline.

In accordance with Item 6.j. of the July 2023 Consent Agreement, you are hereby notified that it appears to the Board that you have violated Items one (1) through five (5) of the July 2023 Consent Agreement.

YOU ARE HEREBY NOTIFIED THAT YOUR LICENSE TO PRACTICE AS A DENTIST, LICENSE NUMBER 30.024862, IS HEREBY AUTOMATICALLY SUSPENDED.

Continued practice after receipt of this notice of suspension shall be considered a violation of Sections 4715.09(A), O.R.C.

In accordance with Chapter 119. of the Ohio Revised Code ("O.R.C."), you are hereby notified that the Ohio State Dental Board ("Board") proposes under authority of O.R.C. Sections 4715.30 and 4715.03 to suspend, place on probationary status, revoke, refuse to renew, or refuse to reinstate, or censure your license to practice dentistry for the following reasons:

1. Item 1. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of radiographic imaging. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code [.]"
2. Item 2. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of diagnosis and treatment planning. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code."

3. Item 3. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete ten (10) hours of continuing education in the areas of basic restorative dentistry. The education must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code."
4. Item 4. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete fifteen (15) hours of clinical training approved in advance by the Board Secretary, in the areas of basic restorative dentistry. The clinical training must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715 141 of the Ohio Revised Code."
5. Item 5. of the July 2023 Consent Agreement states, "DR. SUMANI shall successfully complete fifteen (15) hours of clinical training approved in advance by the Board Secretary, in the areas of fixed and removable implant prosthetic treatment. The clinical training must be taken through a BOARD approved provider and must be approved in advance by the BOARD's Supervisory Investigatory Panel (PANEL). Proof of successful completion of courses required in this paragraph shall be submitted to the PANEL within one hundred eighty (180) days from the date this CONSENT AGREEMENT is ratified by the BOARD. The continuing education hours shall not count towards the continuing education requirements set forth in section 4715.141 of the Ohio Revised Code."

Despite these provisions, as of April 30, 2025, you have failed to complete the education required by the July 2023 Consent Agreement.

6. Item 6(j) of the July 2023 Consent Agreement states, "If DR. SUMANI fails to comply with any of the terms or conditions of this CONSENT AGREEMENT, DR. SUMANI may be subjected to an automatic suspension of his license to practice dentistry prior to the issuance of a notice of opportunity and an administrative hearing. In the event that DR. SUMANI's license to practice dentistry is automatically indefinitely suspended, during the period of suspension, DR.

SUMANI may not: 1) employ a licensed operator, e.g., dentists and dental hygienists, and dental x-ray machine operators to perform dentistry or dental hygiene duties or otherwise treat patients during the period of suspension, nor may any corporation, business, partnership or business entity owned in part or whole by DR. SUMANI employ or enter into a legal contract with a licensed operator to perform dental or dental hygiene duties during the period of this suspension; or 2) derive income from a legal or beneficial interest in a dental practice.

Section 4715.30(C), O.R.C., authorizes the Board to discipline the holder of a credential issued under this Chapter for failing to meet the requirements of probation or continuing to engage in activities that constitute grounds for discipline. The conduct alleged in paragraphs one (1) through five (5) constitute violations of Section 4715.30(C).

Accordingly, the Board is authorized to impose one or more of the sanctions cited in Section 4715.30 O.R.C.

Pursuant to Chapter 119. of the Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request a hearing, the request must be made in writing and must be received in the offices of the Board within thirty days of the date of service of this notice.

You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or you may present your position, arguments or contentions in writing. At the hearing you may present evidence and examine witnesses appearing for or against you.

If you timely request a hearing, you are entitled to receive at least sixty (60) days in advance of the hearing, if so requested, a copy of each item the Board procures or creates in the course of the investigation. Such items may include, but are not limited to, the one or more complaints filed with the Board, correspondence, reports and statements; deposition transcripts; and the patient(s) dental records. The Board may charge a reasonable fee for providing copies. Before providing the copies, the Board shall determine whether the investigative items contain any personal identifying information regarding a complainant. If the Board determines that the investigative items contain such personal identifying information, or any information that would reveal the identity of a complainant, the Board shall redact the information from the copies it provides. The Board shall not provide any information that is subject to the attorney-client privilege or work product doctrine, or that would reveal the investigatory processes or methods of investigation used by the Board. The Board shall not provide any information that would constitute a confidential law enforcement investigatory record.

If you do not request a hearing within thirty (30) days of the date of service of this Notice, the Board may, in your absence and upon consideration of the foregoing charges, determine whether or not to limit, suspend, place on probationary status, revoke, refuse to renew, or refuse to reinstate, or censure your license to practice dentistry.

BY THE ORDER OF THE OHIO STATE DENTAL BOARD

Supervisory Investigative Panel

Kathy Brisley-Sedon

KATHY BRISLEY-SEDON, DDS
Secretary

Paul M. Kelley

PAUL M. KELLEY, DDS
Vice Secretary

SEAL



Katherine Bockbrader, Esq., Assistant Section Chief, Health and Human Services Section

I, Miguel A. Santiago, Interim Executive Director of the Ohio State Dental Board, hereby certify that the foregoing Notice of Opportunity for Hearing was emailed to Dr. Khlea M. Sumani by RPost Registered Email, on this 2nd day of May 2025.

Miguel A. Santiago

MIGUEL A. SANTIAGO, ESQ.
Interim Executive Director

SEAL





December 15, 2025

Khlea M. Sumani, DDS
107 W. Columbus St.
Pickerington, OH 43147

Dear Dr. Sumani:

On or about July 28, 2024, and June 11, 2025, you entered into Consent Agreements (Agreements) with the Ohio State Dental Board (Board), wherein you agreed to successfully complete and submit documentation of completion of a total of: ten (10) hours of continuing education in the area of radiographic imaging; ten (10) hours of continuing education in the area of diagnosis and treatment planning; ten (10) hours of continuing education in the area of basic restorative dentistry; fifteen (15) hours of clinical training in the area of basic restorative dentistry; and, fifteen (15) hours of clinical training in the area of fixed and removable implant prosthetic treatment, from a Board approved continuing education provider(s) and approved in advance by the Board Secretary and Vice Secretary within the time frames sent forth in your Agreements. Additionally, effective June 11, 2025, you were required to refrain from performing implant treatments on patients until the education was completed.

We have verified your substantial compliance with these requirements. You are permitted to resume providing implant treatment effective immediately. Please note that you are still subject to the remaining probationary terms, conditions and limitations set forth in your Agreements for a minimum period of two (2) years, beginning on June 11, 2025.

If you have any further questions, please contact the Board office at (614) 466-2580.

Sincerely,

OHIO STATE DENTAL BOARD
Board Supervising Members

PAUL M. KELLEY, DDS
Secretary

KATHY BRISLEY-SEDON, DDS
Vice Secretary

PK/KBS/hm