

NEVADA STATE BOARD  
of  
DENTAL EXAMINERS



BOARD MEETING  
MARCH 18, 2016

10:00 A.M.

**PUBLIC BOOK**



NEVADA STATE BOARD OF DENTAL EXAMINERS  
 6010 S Rainbow Boulevard, Suite A-1  
 Las Vegas, Nevada 89118  
 (702) 486-7044



Video Conferencing was available for this meeting at the Nevada State Board of Medical Examiners located at 1105 Terminal Way, Suite 301, Reno, NV 89502

**NOTICE OF PUBLIC MEETING**

Friday, January 22, 2016  
 9:09 a.m.

**DRAFT**

**Board Meeting Agenda**

**Please Note:** The Nevada State Board of Dental Examiners may 1) address agenda items out of sequence to accommodate persons appearing before the Board or to aid the efficiency or effectiveness of the meeting; 2) combine items for consideration by the public body; 3) pull or remove items from the agenda at any time. The Board may convene in closed session to consider the character, alleged misconduct, professional competence or physical or mental health of a person. See NRS 241.030. Prior to the commencement and conclusion of a contested case or a quasi judicial proceeding that may affect the due process rights of an individual the board may refuse to consider public comment. See NRS 233B.126.

At the discretion of the Chair, public comment is welcomed by the Board, but will be heard only when that item is reached and will be limited to five minutes per person. A public comment time will also be available as the last item on the agenda. The Chair may allow additional time to be given a speaker as time allows and in his/her sole discretion. Once all items on the agenda are completed the meeting will adjourn.

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*Asterisks (\*) denote items on which the Board may take action.  
 Action by the Board on an item may be to approve, deny, amend, or table.*

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1. Call to Order, roll call, and establish quorum

Dr. Pinther called the meeting to order and Mrs. Shaffer-Kugel conducted the following roll call:

Dr. Timothy Pinther-----PRESENT	Dr. Ali Shahrestani-----PRESENT
Dr. Byron Blasco-----PRESENT	Mrs. Leslea Villigan -----PRESENT
Dr. J Gordon Kinard-----PRESENT	Ms. Theresa Guillen -----PRESENT
Dr. Brendan Johnson-----PRESENT	Ms. M Sharon Gabriel---PRESENT
Dr. Gregory Pisani -----PRESENT	Mrs. Lisa Wark -----PRESENT (via teleconference)
Dr. Jason Champagne-----PRESENT	

**Others Present:** John Hunt, Board Legal Counsel; Debra Shaffer-Kugel, Executive Director.

**Public Attendees:** Stacie Hummel, Board Accountant, Hummel & Associates; Lindsay Brock, RDH, NDHA; Caryn Solie, RDH; Xuan Thu Failing, RDH, NDHA; Richard Dragon, NDA; Parker Stremmel, Ferrari Public Affairs; Lori Benvin, NNDS; Neena Laxalt, NDHA; Lancette VanGuilder, RHD ADHA; Syd McKenzie, Oral Health NV; Chris Garvey, Oral Health NV; Shari Peterson, CSN/NDHA; Jennifer Roberts, CDCA/ADEX; William Pappas, DDS, ADEX; Benjamin Covarrubias, IPC; Robert Talley, DDS, NDA; Lynn Stewart, Assemblyman; Terri Chandler, Future Smiles; Scott Brooksby; Andrea Smith; Catherine Buckley, Inspector; Dan Royal.

Pledge of Allegiance

2. Public Comment: (Public Comment is limited to three (3) minutes for each individual)

Ms. Xuan Thu Failing read her statement, which was submitted for the record prior to meeting and included in the public documents, into the record.

Ms. Caryn Solie read a statement regarding agenda item (4). She spoke in favor of the original recommendations made by the Committee on Dental Hygiene to the Board for rule changes related to dental hygiene.

Ms. Lindsay Brock read testimony on behalf of Terry Mercer who was unable to attend. She also spoke in favor of the original recommendations made by the Committee on Dental Hygiene to the Board for rule changes related to dental hygiene.

Ms. Jennifer Roberts, on behalf of the ADEX Administration, read a statement regarding agenda item (7b), she stated that ADEX had been offered in Nevada since 2007 and that it was a patient-centered exam. She added that it was brought to her attention that the Board was going to be exploring recent changes made to the exam and hoped that the board would accept and adopt the changes.

Assemblyman Lynn Stewart of district 22 commented that he had received multiple complaints concerning Board office staff and Legal Counsel and that he wanted to bring it to the Board's attention.

Mrs. Sharon Peterson was unable to voice her comments due to an illness and submitted her written statement for the record (attached in public comments and documents book).

Tina Sue (not listed on the guest list), Secretary of the LVDA, read a statement in support of the agenda items regarding Andrea Smith and Dr. Scott Brooksby.

Terri Chandler, founder of Future Smiles, stated that she supported her colleagues at the NDHA request for reconsideration of the original recommendations made to the Board by the Committee on Dental Hygiene regarding changes to the regulations related to dental hygiene. She noted to the Board that the PHE's granted by them have made a difference in the community since implementation of PHE's. She provided the Board with additional information in relation to the work that PHE holders have done in the community. She thanked Dr. Blasco for offering his services to help a teenager in need of dental services.

Note: No vote may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken. (NRS 241.020)
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**\*3. Election of Officers -NRS 631.160 (For Possible Action)**

**\*(a) Board President – (For Possible Action)**

MOTION: Dr. Blasco made the motion to nominate Dr. Pinther to be reappointed as Board President. Motion was seconded by Dr. Champagne. All were in favor of the motion.

**\*(b) Board Secretary-Treasurer (For Possible Action)**

MOTION: Dr. Champagne made the motion nominate Dr. Blasco to be reappointed as Board Secretary/Treasurer. Motion was seconded by Dr. Pisani. All were in favor of the motion.

**\*4. Notice of Hearing for the Intent to Act for the Adoption of Proposed Permanent Regulations (RII9-15) of the Nevada State Board of Dental Examiners Nevada Administrative Code Chapter 631 related to the practice of dentistry and dental hygiene and proposed regulation changes and/or Amendments to the following regulations; Schedule of Fees (NAC 631.029); Address Notification (NAC 631.150) Duties delegable to Dental Hygienists (NAC 631.210) and Duties delegable to Dental Assistants (NAC 631.220) (For Possible Action)**

Mrs. Shaffer-Kugel updated the newer Board members on the history of how the regulations proposed for adoption came to fruition. Dr. Shahrestani inquired on who would determine the types of x-rays needed. The Board clarified that the dentist would be the one to make the determination of x-rays to be taken. Mrs. Shaffer-Kugel asked Ms. Failing to clarify her request. Ms. Failing stated that the original regulations proposed would allow for both the

dental assistants and dental hygienists to take x-rays, for hygienist to be able to assess the x-rays, prior to a patient being seen by the dentist. She asked that the Board reconsider the Committee on Dental Hygiene's original recommendations that would allow for a dental hygienist to take x-rays and perform treatment on a patient prior to a patient being examined by the dentist. Mrs. Shaffer-Kugel stated that the regulation currently does not permit a dental assistant or dental hygienist to take x-rays prior to a new patient being seen by the dentist, or if a patient of record had not been seen by the dentist in the past 18 months. She clarified that any dental assistant and/or dental hygienist currently taking x-rays prior to a patient being seen by a dentist would be a clear violation of the regulation as it currently stands. Further, that the proposed changes, once adopted and enacted, would then permit for such delegated duties to be permitted. Mr. Hunt advised the Board of their options for a motion. Dr. Pisani stated that there were some areas that were ambiguous. Mrs. Shaffer-Kugel noted to the board that the Committee on Dental Hygiene held a workshop to go over the proposed changes, and brought forward the recommendations to the Board for approval at the November 2015 meeting. Further, that at the meeting, the board members went through each regulation and addressed and discussed changes and amendments, if any, and approved the language to move forward to be presented to the LCB. She stated that the language proposed for approval, was the language approved by the LCB.

**MOTION:** Ms. Guillen made the motion to hold another workshop to revisit NAC 631.210 (dental hygiene) only. Motion was seconded by Mrs. Villigan. Discussion: Dr. Kinard asked that Ms. Guillen clarify the specific areas to be revisited. Ms. Guillen stated that she specifically wanted to revisit the anesthetic and prophylactic portions. She amended her motion to host another workshop to revisit NAC 631.210 to discuss specifically the implementation of a treatment plan, the administration of local anesthetic and nitrous oxygen analgesia under authorization for existing and new patients. Mrs. Villigan agreed to amend her second. Roll call vote: (Yes= in favor of Motion/ No= nay)

Dr. Timothy Pinther-----no	Dr. Ali Shahrestani-----yes
Dr. Byron Blasco-----yes	Mrs. Leslea Villigan -----yes
Dr. J Gordon Kinard-----no	Ms. Theresa Guillen -----yes
Dr. Brendan Johnson-----yes	Ms. M Sharon Gabriel----yes
Dr. Gregory Pisani -----yes	Mrs. Lisa Wark -----no
Dr. Jason Champagne-----no	

Motion passed; Committee on Dental Hygiene to hold a workshop to revisit items mentioned in the motion.

**\*5. Executive Director's Report** (For Possible Action)

**\*a. Minutes-NRS 631.190** (For Possible Action)

(1) Board Meeting – 11/20/2015 (For Possible Action)

**MOTION:** Ms. Guillen made the motion to approve. Motion was seconded by Dr. Champagne. All were in favor of the motion.

(2) Telephone Conference Call Meeting-12/03/2015 (For Possible Action)

**MOTION:** Dr. Champagne made the motion to. Motion was seconded by Ms. Guillen. All were in favor of the motion.

(3) Anesthesia Subcommittee Meeting 12/15/2015 (For Possible Action)

**MOTION:** Ms. Guillen made the motion to approve. Motion was seconded by Dr. Champagne. All were in favor of the motion.

**b. Financials-NRS 631.180** (For Possible Action)

(1) Review Balance Sheet and Statement of Revenues, Expenses and Balances for fiscal period July 1, 2015 through November 2015

Mrs. Hummel stated that the Board was tracking well with their budget. She clarified for Dr. Pinther due to AB89 removing the 5-year validation requirement for WREB applicants, she highly anticipated an influx of WREB

applicants.

c. Licenses Granted: Dental and Dental Hygiene November 1, 2015 thru December 31, 2015

November 2015

DENTAL LICENSEES:

Name	Lic No	Lic Date
Nathan G Adams DMD, MD	S2-142C	11/10/2015
Michael A Gladwell DMD, MD	S2-143C	11/10/2015
Soonki Lee DMD	6724	11/25/2015
Jeffrey Y Lu DDS	6723	11/25/2015
Richard D Talbot DMD, MS	S3-280	11/25/2015

DENTAL HGYIENE LICENSEES:

Name	Lic No	Lic Date
Heather M Sproul RDH	102107	11/25/2015
Nikola G Weaver RDH	102099	11/25/2015

December 2015

DENTAL LICENSEES:

Name	Lic No	Lic Date
Paul C C Lee DDS	6727	12/09/2015
Nakyoun Ju DDS	6730	12/23/2015
Christine Young DMD	6728	12/23/2015

DENTAL HGYIENE LICENSEES:

Name	Lic No	Lic Date
Melissa Castillo RDH	102142	12/09/2015
Shauna Cheney RDH	102138	12/23/2015
Jannette K Gomez RDH	102140	12/23/2015
Jessica A Poulsen RDH	102134	12/23/2015

Mrs. Shaffer-Kugel stated that the list of new licensees were available for viewing on the Board website.

**\*d. Approval for Disciplinary Screening Officers-NRS 631.190 (For Possible Action)**

- |   |                             |                              |
|---|-----------------------------|------------------------------|
| (1) Rick Thiriot, DDS – DSO Coordinator | (11) Jason Ferguson, DDS    | (21) Thomas Myatt, DDS       |
| (2) Lynn Brosy, DMD                     | (12) A Ted Twesme, DDS      | (22) Gary Braun, DMD         |
| (3) J Stephen Sill, DMD                 | (13) Joyce Herceg, RDH      | (23) Edward Gray, DMD        |
| (4) Tina Brandon-Abbatangelo, DDS       | (14) Donna Hellwinkel, DDS  | (24) Mark Degen, DDS, MD     |
| (5) Bradley Roberts, DDS                | (15) James E Jones, DDS     | (25) Gary Geracci, DDS       |
| (6) Edward Herschaft, DDS               | (16) Kenneth Lang, DDS      | (26) Sharon G. Peterson, RDH |
| (7) Larry Frugoli, DMD                  | (17) Dawn McClellan, DDS    |                              |
| (8) Michael Webberson, DDS              | (18) Michael Squitieri, DDS |                              |
| (9) Dennis Arch, DDS                    | (19) David Welmerink, DDS   |                              |
| (10) Dwight Meierhenry, DDS             | (20) Bradley Strong, DDS    |                              |

MOTION: Dr. Blasco made the motion to approve. Motion was seconded by Dr. Pisani. All were in favor of the motion.

**\*e. Approval for Anesthesia Evaluators-NRS 631.190 (For Possible Action)**

General Anesthesia Evaluators	Conscious Sedation Evaluators
(1) Lowell K Anderson, DMD	(11) Michael G Almaraz, DDS
(2) Michel J Daccache, DDS	(12) Jon P Galea, DDS
(3) Steven E DeLisle, DDS	(13) Ryan S Gifford, DDS
(4) Edward J Gray, DMD, MD	(14) Dawn L McClellan, DDS
(5) Brendan G Johnson, DDS	(15) Jade A Miller, DDS
(6) Thomas P Myatt, DDS	(16) Daniel K Moore, DDS
(7) Patrick A O'Connor, DDS	(17) Joshua L Saxe, DDS
(8) Amanda Jo Okundaye, DDS	(18) Paul D Schwarz, DMD
(9) Mont M Ringer, DDS	(19) Perry T. Francis, DDS
(10) Albert T Twesme, DDS	(20) Gilbert A Trujillo, DDS
(11) Gary Geracci, DDS	(21) David J Trylovich, DDS
(12) Blaine D. Austin, DDS	(22) Jason E Ferguson, DDS

MOTION: Dr. Pisani made the motion to approve. Motion was seconded by Dr. Blasco. All were in favor of the motion.

**\*f. Approval for Infection Control Inspectors-NRS 631.190 (For Possible Action)**

- |                              |                               |                              |
|------------------------------|-------------------------------|------------------------------|
| (1) John L Aramini, DDS      | (10) Joshua M Ignatowicz, DMD | (19) Gail M Corthell, RDH    |
| (2) Lynn A Brosy, DMD        | (11) Nelson D Lasiter, DMD    | (20) Linda L Fairley, RDH    |
| (3) John C DiGrazia, DDS     | (12) Gordon J Murray, DDS     | (21) Elvera L Kajans, RDH    |
| (4) Bradley A Ditsworth, DMD | (13) Brett A Noorda, DMD      | (22) Betty L McGuire, RDH    |
| (5) Stephen N Fleming, DDS   | (14) William P O'Gara, DDS    | (23) George F Rosenbaum, DDS |
| (6) Rickey L Grant, DMD      | (15) Pamela J Patten, DDS     | (24) Brad A Wilbur, DDS      |
| (7) Steven W Hall, DDS       | (16) Mary M Bosnos, RDH       | (25) James McKernan, RDH     |
| (8) Christine L Haskin, DDS  | (17) Kathryn M Bruce, RDH     |                              |
| (9) Donna Jo Hellwinkel, DDS | (18) Catherine B Buckley, RDH |                              |

MOTION: Dr. Pisani made the motion to approve. Motion was seconded by Dr. Kinard. All were in favor of the motion.

**\*g. Authorized Investigative Complaint-NRS 631.360 (For Possible Action)**

- (a) Dr Y-NRS 631.3475(1) and NAC 631.155 (For Possible Action)

Mrs. Shaffer-Kugel went over the alleged violations.

MOTION: Dr. Pisani made the motion to authorize the investigation. Motion was seconded by Dr. Blasco. All were in favor of the motion.

- (b) Dr Z- NRS 631.330, NRS 631.395 (7) and NAC 631.173 (For Possible Action)

Mrs. Shaffer-Kugel went over the alleged violations.

MOTION: Dr. Pisani made the motion to authorize the investigation. Motion was seconded by Dr. Champagne. All were in favor of the motion.

**\*6. Board Counsel's Report (For Possible Action)**

**\*a. Legal Actions/Lawsuit(s) Update (For Possible Action)**

- (1) District Court Case(s) Update

Mr. Hunt stated that it was the Board's responsibility to protect the due process of all licensees. He reminded the board members that should they be contacted regarding any matters to be sure to refer them to the board office or to him, so as to remain unbiased. He added that should they ever have any questions regarding an agenda item to please contact him at his office.

Mr. Hunt stated that there was no pending litigation. He briefly discussed the matter of Andrea Smith for the illegal practice of dental hygiene, and stated that the court ruled in favor of the Board.

**\*b. Consideration of Stipulation Agreements (For Possible Action)**

Mr. Hunt addresses the Board members and reminded them that they are to try and protect the public and to try and be remedial. For the newer Board members, he explained the complaint process, what leads to stipulation agreements, and the steps and options available.

- (1) Gregory Edwards, DDS (For Possible Action)

Mr. Hunt went over the provisions of the proposed stipulation agreement. He noted that Dr. Edwards had legal counsel at the time of entering into the stipulation agreement.

MOTION: Dr. Pisani made the motion to accept the stipulation agreement for Dr. Edwards. Motion was seconded by Dr. Blasco. All were in favor of the motion.

(2) Jay K Selznick, DMD, MD (For Possible Action)

Mr. Hunt went over the provisions of the proposed stipulation agreement. Mr. Hunt noted that Dr. Selznick chose not to be represented by independent counsel.

MOTION: Dr. Pisani made the motion to accept the stipulation agreement for Dr. Selznick. Motion was seconded by Dr. Champagne. Dr. Pinther noted to the Board that Dr. Selznick had recently presented himself to his dental practice seeking referrals; Dr. Pinther noted further that though no other topics were discussed, he had no prior knowledge of the pending stipulation agreement that Dr. Selznick had with the Board. Therefore, he would be abstaining from voting on this agenda matter. All were in favor of the motion; Dr. Pinther abstained.

(3) Erin Wilson, RDH (For Possible Action)

Mr. Hunt went over the provisions of the proposed stipulation agreement.

MOTION: Mrs. Villigan made the motion to accept the stipulation agreement for Ms. Wilson. Motion was seconded by Dr. Pisani. All were in favor of the motion.

**\*c. Request to reduce or eliminate the investigation costs and attorney fees associated with the District Court Case for the unlicensed practice of dental hygiene and issuance of Permanent Injunction–NRS & NRS 622 (For Possible Action)**

(1) Andrea Smith

Mrs. Smith stepped forward. Mrs. Villigan stated that in reading the correspondence from Ms. Smith that she was asking that the charges be dropped. Mr. Hunt replied that the charges against Mrs. Smith were resolved in district court and that the costs assessed were ruled by the court in an injunction. Mrs. Smith provided a signed affidavit to the Board members (provided as public document) which she read aloud. Mr. Hunt noted to the Board that a district court judge on a higher burden of proof found Mrs. Smith guilty of practicing dental hygiene illegally. Mrs. Smith stated that she believed her privacy was violated when she was investigated prior to the board authorizing an investigation. Mrs. Shaffer-Kugel explained to Mrs. Smith that when an individual is not a licensee, the Board must seek their civil remedy, which is to seek injunctive relief in district court. Dr. Blasco inquired if the sum for reimbursement was an amount established by the court. Mr. Hunt affirmed that the \$27,000 reimbursement fees was established by the court. Mrs. Smith asked that the Board, please, forgive part, if not all, fees.

MOTION: Dr. Pisani made the motion to deny reducing or forgiving the fees established by the court. Motion was seconded by Dr. Kinard. Roll Call Vote: (Yes= in favor of motion/ No= nay)

Dr. Timothy Pinther-----yes	Dr. Ali Shahrestani-----yes
Dr. Byron Blasco-----yes	Mrs. Leslea Villigan -----yes
Dr. J Gordon Kinard-----yes	Ms. Theresa Guillen -----yes
Dr. Brendan Johnson-----yes	Ms. M Sharon Gabriel----yes
Dr. Gregory Pisani -----yes	Mrs. Lisa Wark -----yes
Dr. Jason Champagne-----yes	

Motion was agreed to; denial of request to reduce or forgive investigation costs and attorney fees.

**\*d. Request to reduce investigation costs and attorney fees pursuant to Paragraph 7 of the Board's Order dated August 10, 2015 (For Possible Action)**

(1) L. Scott Brooksby, DDS

Dr. Brooksby was present and stepped forward. Mr. Hunt noted to Dr. Brooksby that any information submitted to the board may be used against him. Dr. Brooksby read a statement to the board (submitted as additional public information). Mr. Hunt and Dr. Brooksby exchanged comments regarding the complaint process and the complaint that lead to his stipulation agreement. Dr. Pisani commented that Dr. Brooksby chose not to be represented by counsel, though he had every opportunity to seek counsel. Mrs. Wark stated that the Board, by

unanimous decision, voted to accept the stipulation agreement and, therefore, did not believe the Board should reduce the fees owed for reimbursement.

**MOTION:** Mrs. Wark made the motion to deny reducing the investigation costs and attorney fees. Motion was seconded by Dr. Pisani. Roll Call Vote: (Yes=to deny reduction of costs and fees/ No=nay)

Dr. Timothy Pinther-----yes	Dr. Ali Shahrestani-----yes
Dr. Byron Blasco-----yes	Mrs. Leslea Villigan -----yes
Dr. J Gordon Kinard-----yes	Ms. Theresa Guillen -----yes
Dr. Brendan Johnson-----yes	Ms. M Sharon Gabriel-----yes
Dr. Gregory Pisani -----yes	Mrs. Lisa Wark -----yes
Dr. Jason Champagne-----yes	

Motion was agreed to; Request to reduce investigation fees and attorney costs was denied.

**MOTION:** Dr. Blasco made the motion to take a recess. Motion was seconded by Dr. Pisani. All were in favor.

Recess: 11:07 a.m.

Returned from Recess: 11:21 a.m.

**\*7. New Business** (For Possible Action)

- \*a. Review, Discussion and Modification of the Advisory Opinion issued by the Board on November 20, 2015 regarding the administration of Botox, dermal fillers by dental hygienist pursuant to NRS 631.310 & NAC 631.210** (For Possible Action)

Mr. Hunt noted that when giving the advisory opinion at the previous board meeting, the original requests were inquiring whether a prosthodontist could administer botox and dermal fillers, and at the request of Dr. Johnathan White, then expanded the discussion to include general dentists. He further noted that the advisory opinion somehow expanded the scope to include dental hygienists. He commented that subsequently to the meeting it was noted to him that pursuant to current regulations, dental hygienists' scope of duties and practice was clearly defined, and therefore, made it impermissible for dental hygienists to administer botox and dermal fillers.

**MOTION:** Dr. Blasco made the motion to amend the original Advisory Opinion issued on November 20, 2015, to exclude dental hygienists from administering botox, dermal fillers, or other injectables until such time that it becomes a duty delegable to dental hygienists' in statute and/or regulation. Motion was seconded by Dr. Pisani. Discussion: Dr. Johnson stated his concerns for the records with regards to complications and being able to adequately treat those complications. Mrs. Shaffer-Kugel noted to the Board that the Continuing Education Committee would be holding a meeting in the near future to create criteria with similar parameters to those for laser education. All were in favor of the motion.

- \*b. Review, Discuss and Approval/Rejection of clinical changes to the ADEX dental and dental Hygiene examinations pursuant to NRS 631.240 and NRS 631.300** (For Possible Action)

Mrs. Shaffer-Kugel stated that a few board members requested for current exam information be provided to the Board for review and approval of any changes as required pursuant to NRS 631.240 and NRS 631.300. She stated that any clinical changes had to be approved by the Board. Further, that Dr. Larry Champagne provided correspondence regarding changes prior to the meeting since he could not be present. Dr. William Pappas was present on behalf of ADEX and was able to explain some of the changes discussed for possible changes, and spoke on the changes that were implemented. Mr. Hunt stated that based upon statement from Dr. Pappas and the statute, he recommended that the board approve the changes and that they request that the board be provided changes yearly for review and approval. Dr. Pappas stated that he would be pleased to not only provide a document listing and explaining changes made, but also a PowerPoint presentation yearly.

**MOTION:** Dr. Pisani made the motion to approve the changes and request that henceforth ADEX is to provide the Board changes made to the exam annually. Motion was seconded by Dr. Blasco. All were in favor of the motion.

- \*c. Approval for Board to recommend Examiners to the Western Regional Examining Board –NRS 631.190** (For Possible Action)

- (1) Rick Thiriot, DDS
- (2) Caryn Solie, RDH



MOTION: Dr. Kinard made the motion to approve. Motion was seconded by Dr. Champagne. All were in favor of the motion.

**\*d. Approval of Public Health Endorsement – NRS 631.287 (For Possible Action)**

- (1) Melissa L Argueta Gatica, RDH – Seal Nevada South Program

Dr. Blasco stated that he reviewed the application and recommended approval.

MOTION: Dr. Pisani made the motion to approve. Motion seconded by Dr. Champagne. All were in favor of the motion.

- \*e. Request the Board grant approval for a reevaluation of a temporary conscious sedation permit pursuant to NAC 631.2235 (2 and3) and request to reinstate his/her temporary conscious sedation permit for the evaluation and to remain active upon successful passing the evaluation.**  
(For Possible Action)

- \*(a) Dr Y**

Mrs. Shaffer-Kugel stated that when the board issues a temporary conscious sedation or general anesthesia permit, it is only valid for 90 days until the office can be evaluated. However, that if a site does not pass an evaluation, the permit automatically expired. Therefore, the applicant was requesting that the Board reinstate the permit to allow for administration only on the day of the re-evaluation.

MOTION: Dr. Kinard made the motion to reinstate the temporary permit to be valid on the day of the re-evaluation only, and upon successfully passing, that the Board grant a permanent permit. Motion was seconded by Dr. Pisani. All were in favor of the motion.

MOTION: Dr. Kinard made the motion to go out of agenda order to item (7h). Motion seconded by Dr. Pisani. All were in favor of the motion.

- \*h. Appointment of Maria “Sharon” Gabriel, RDH to the following Resource Groups-NRS 631.190**  
(For Possible Action)

- (1) Continuing Education
- (2) Committee on Dental Hygiene
- (3) Infection Control

MOTION: Ms. Guillen made the motion to approve. Motion was seconded by Dr. Kinard. All were in favor of the motion.

- \*i. Appointment of Brendan Johnson, DDS to the following Resource Groups-NRS 631.190**  
(For Possible Action)

- (1) Specialty Resource Group
- (2) Chair of Anesthesia Resource Group

MOTION: Dr. Kinard made the motion to approve. Motion was seconded by Dr. Blasco. All were in favor of the motion.

MOTION: Dr. Kinard made the motion to return to agenda order. Motion was seconded by Dr. Pisani. All were in favor of the motion.

- \*f. Approval for Anesthesia-Permanent Permit – NAC 631.2233 (For Possible Action)**

- (1) Conscious Sedation (For Possible Action)
  - a. Frederick J John, DMD
  - b. Christopher T Spillers, DMD

Dr. Blasco stated that he reviewed the application and recommended approval.

MOTION: Dr. Kinard made the motion to approve. Motion was seconded by Dr. Pisani. All were in favor of the motion; Dr. Blasco abstained.

**(2) General Anesthesia** (For Possible Action)

- a. Jesse J Falk, DMD
- b. Matthew J Krieger, DMD

Dr. Blasco stated that he reviewed that applications and recommended approval.

MOTION: Dr. Pisani made the motion to approve. Motion seconded by Ms. Guillen. All were in favor of the motion; Dr. Blasco and Dr. Johnson abstained.

**\*g. Approval for a 90-Day Extension of Anesthesia Permit – NAC 63I.2254(2)**  
(For Possible Action)

**\*(1) General Anesthesia** (For Possible Action)

- a. Nathan G Adams, DMD, MD
- b. Michael A Gladwell, DMD, MD

MOTION: Dr. Blasco made the motion to approve. Motion was seconded by Dr. Pisani. All were in favor of the motion.

**\*8. Resource Group Reports**

**\*a. Legislative and Dental Practice** (For Possible Action)  
(Chair: Dr. Pinther; Dr. Champagne; Dr. Blasco; Dr. Kinard; Ms. Guillen, Mrs. Wark)

Dr. Pinther indicated that there was no report at this time.

**\*b. Legal and Disciplinary Action** (For Possible Action)  
(Chair: Dr. Kinard; Dr. Pisani; Dr. Blasco; Dr. Shahrestani, Mrs. Villigan; Mrs. Wark)

Dr. Kinard indicated that there was no report at this time.

**\*c. Examinations Liaisons** (For Possible Action)

**\*(1) WREB Representatives** (For Possible Action)  
(Dr. Blasco)

Dr. Blasco reported that he will be attending the DERB meeting in the upcoming weeks, and therefore would provide a report at the March board meeting. Mrs. Shaffer-Kugel noted to the Board that with the end of Ms. Caryn Solie's term, that the board needed to appoint a dental hygiene member to represent the board at the HERB meetings. It was suggested that Ms. Gabriel be appointed. Ms. Gabriel accepted the appointment to be the board representative at the HERB meetings.

**\*(2) ADEX Representatives** (For Possible Action)  
(Dr. Kinard)

Dr. Kinard indicated that there was no report at this time.

**\*d. Continuing Education** (For Possible Action)  
(Dr. Blasco, Chair; Dr. Shahrestani, Dr. Pisani; Mrs. Villigan)

Dr. Blasco stated that a committee needed to be schedule to discuss continuing education requirements for botox training for dentists.

**\*e. Committee of Dental Hygiene** (For Possible Action)  
(Chair: Ms. Guillen; Mrs. Villigan; Dr. Shahrestani)

Ms. Guillen stated that they will be scheduling a workshop to revisit to proposed language in R119.

Ms. Guillen also reported that she was present for the Sunset Committee meeting but had to leave early. Mrs. Shaffer-Kugel stated that the Sunset committee requested for additional information to be submitted, however, she noted that their key issue appeared to be the investigation costs, which she believed derived from the

complaints noted earlier by Assemblyman Stewart. She stated that she was working on providing the committee with a breakdown of attorney fees and investigation costs.

- \*f. **Specialty** (For Possible Action)  
(Chair: Dr. Pisani; Dr. Pinther)

Dr. Pisani stated that there was no report at this time, and welcomed Dr. Johnson to the Board.

- \*g. **Anesthesia** (For Possible Action)  
(Dr. Pinther; Dr. Champagne; Dr. Kinard)

Mrs. Shaffer-Kugel stated that there were changes in AB89 regarding the regulations for anesthesia, which required them to be revamped. She noted that the Anesthesia subcommittee held a meeting and began discussing potential changes they would like to see made. She gave a brief summary of the direction that the Subcommittee appeared to be heading in.

- \*h. **Infection Control** (For Possible Action)  
(Chair: Mrs. Villigan; Dr. Blasco; Dr. Champagne; Dr. Pisani; Mrs. Wark)

Mrs. Villigan read a brief summary that Dr. Steven Hall, the appointed representative for the Board that attended the Boot Camp with OSAP, provided from his attendance. She read several key points from his report.

- \*i. **Budget and Finance Committee** (For Possible Action)  
(Chair: Dr. Blasco, Dr. Pinther, Mrs. Wark, Ms. Guillen)

Dr. Blasco stated that he had no report at this time.

9. **Public Comment:** (Public Comment is limited to three (3) minutes for each individual)

Chris Garvey read a statement into the record.

Dr. Dragon commented on agenda item (4) and asked if he may submit a written comment regarding the proposed regulation. Mr. Hunt responded affirmatively.

Ms. Failing commented that the NDHA would like to be a collaborative partner in exploring duties delegable to a dental hygienist.

Terry Chandler provided the Board with some statistics of all the work and services that her program has been fortunate enough to provide since Future Smile's inception in 2000. She thanked the Board and welcomed all board members to visit their facilities.

Note: No vote may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken. (NRS 241.020)

10. **Announcements:** Dr. Pinther thanked Ms. Solie and Dr. Miller for the dedication and for the terms they served on the Board. Dr. Pinther welcomed the new Board members to the Board.

- \*11. **Adjournment** (For Possible Action)

MOTION: Dr. Blasco made the motion to adjourn. Motion was seconded by Dr. Pisani. All were in favor of the motion.

Meeting Adjourned at 12:34 p.m.

Respectfully submitted by:

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Debra Shaffer-Kugel, Executive Director

**Nevada State Board of Dental Examiners**  
**Balance Sheet**  
As of January 31, 2016

Jan 31, 16

<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10000 · Wells Fargo-Operating	422,320.79
10015 · Wells Fargo - Saving	530,304.87
10010 · Wells Fargo-Reserves	<u>1,053,235.40</u>
<b>Total Checking/Savings</b>	<u>2,005,861.06</u>
<b>Accounts Receivable</b>	
11000 · Accounts Receivable	<u>90,286.63</u>
<b>Total Accounts Receivable</b>	<u>90,286.63</u>
<b>Other Current Assets</b>	
11050 · Reimbursements Receivable	2,219.21
11200 · Prepaid Expenses	18,517.75
11210 · Prepaid Insurance	5,778.68
18000 · Deferred Outflows-Pension	<u>66,562.00</u>
<b>Total Other Current Assets</b>	<u>93,077.64</u>
<b>Total Current Assets</b>	<u>2,189,225.33</u>
<b>TOTAL ASSETS</b>	<u><u>2,189,225.33</u></u>
<b>LIABILITIES &amp; FUND BALANCE</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	<u>49,665.12</u>
<b>Total Accounts Payable</b>	49,665.12
<b>Other Current Liabilities</b>	
23821 · Employee Deferred Comp Payable	225.00
22125 · DDS Deferred Revenue	840,266.91
22136 · RDH Deferred Revenue	91,931.41
20500 · Fines Payable-State of Nevada	2,950.00
23750 · Accrued Vacation/Sick Leave	<u>34,003.15</u>
<b>Total Other Current Liabilities</b>	<u>969,376.47</u>
<b>Total Current Liabilities</b>	1,019,041.59
<b>Long Term Liabilities</b>	
20601 · Pension Liability	429,013.00
21001 · Deferred Inflows-Pension	<u>110,641.00</u>
<b>Total Long Term Liabilities</b>	<u>539,654.00</u>
<b>Total Liabilities</b>	1,558,695.59
<b>Fund Balance</b>	<u>630,529.74</u>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<u><u>2,189,225.33</u></u>

**Nevada State Board of Dental Examiners**  
**Statement of Revenues, Expenses and Fund Balance**  
July 2015 through January 2016

	<u>Jul '15 - Jan 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>40000 · Dentist Licenses &amp; Fees</b>			
40100 · DDS Active License Fee	299,375.96	324,006.00	(24,630.04)
40102 · DDS Inactive License Fee	19,673.34	18,526.00	1,147.34
40135 · DDS Activate/Inactive/Suspend	14,325.00	6,100.50	8,224.50
40136 · DDS Activate Revoked License	1,000.00	500.00	500.00
40140 · Specialty License App	1,500.00	875.00	625.00
40145 · Limited License App	625.00	375.00	250.00
40115 · Limited License Renewal Fee	7,002.58	6,883.00	119.58
40116 · LL-S Renewal Fee	1,650.00	1,825.00	(175.00)
40150 · Restricted License App	0.00	1,458.35	(1,458.35)
40180 · Anesthesia Site Permit App	13,000.00	9,000.00	4,000.00
40182 · CS/GA/Site Permit Renewals	20,031.21	19,570.00	461.21
40183 · GA/CS/DS or Site Permit Relnp	12,750.00	12,678.75	71.25
40175 · Conscious Sedation Permit Appl	6,000.00	7,490.00	(1,490.00)
40170 · General Anesthesia Permit Appl	4,850.00	1,500.00	3,350.00
40184 · Infection Control Inspection	12,000.00	8,500.00	3,500.00
40212 · DDS ADEX License Application	7,325.00	12,000.00	(4,675.00)
40205 · DDS Credential Appl Fee-Spclty	12,000.00	16,800.00	(4,800.00)
40211 · DDS WREB License Application	43,800.00	36,000.00	7,800.00
<b>Total 40000 · Dentist Licenses &amp; Fees</b>	<u>476,908.09</u>	<u>484,087.60</u>	<u>(7,179.51)</u>
<b>50000 · Dental Hygiene Licenses &amp; Fees</b>			
40105 · RDH Active License Fee	122,426.38	121,150.00	1,276.38
40106 · RDH Inactive License Fee	4,144.49	4,250.00	(105.51)
40130 · RDH Activate/Inactive/Suspend	1,475.00	3,625.00	(2,150.00)
40126 · RDH Reinstate Revoked License	0.00	200.00	(200.00)
40110 · RDH LA/N2O Permit Fee	2,800.00	2,775.00	25.00
40222 · RDH WREB License Application	17,700.00	12,600.00	5,100.00
<b>Total 50000 · Dental Hygiene Licenses &amp; Fees</b>	<u>148,545.87</u>	<u>144,600.00</u>	<u>3,945.87</u>
<b>50750 · Other Licenses &amp; Fees</b>			
40220 · License Verification Fee	3,325.00	3,150.00	175.00
40227 · CEU Provider Fee	3,000.00	5,540.00	(2,540.00)
40225 · Duplicate License Fee	925.00	700.00	225.00
40185 · Lists/Labels Printed	5,199.00	5,950.00	(751.00)
40600 · Miscellaneous Income	309.00	222.00	87.00
<b>Total 50750 · Other Licenses &amp; Fees</b>	<u>12,758.00</u>	<u>15,562.00</u>	<u>(2,804.00)</u>
<b>Total Income</b>	<u>638,211.96</u>	<u>644,249.60</u>	<u>(6,037.64)</u>

**Nevada State Board of Dental Examiners**  
**Statement of Revenues, Expenses and Fund Balance**  
July 2015 through January 2016

	<u>Jul '15 - Jan 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Expense</b>			
<b>60500 · Bank Charges</b>			
60500-1 · Bank Service Fees	44.86	40.00	4.86
60500-2 · Merchant Fees	5,579.86	3,500.00	2,079.86
<b>Total 60500 · Bank Charges</b>	<u>5,624.72</u>	<u>3,540.00</u>	<u>2,084.72</u>
<b>68000 · Conferences &amp; Seminars</b>	5,482.11	8,100.00	(2,617.89)
<b>63000 · Dues &amp; Subscriptions</b>	3,132.43	2,860.00	272.43
<b>65100 · Furniture &amp; Equipment</b>	16,528.42	15,600.00	928.42
<b>65500 · Finance Charges</b>	347.62	100.00	247.62
<b>66500 · Insurance</b>			
66500-1 · Liability	3,805.67	3,827.11	(21.44)
66500-2 · Workers Compensation	1,321.27	612.50	708.77
<b>Total 66500 · Insurance</b>	<u>5,126.94</u>	<u>4,439.61</u>	<u>687.33</u>
<b>66520 · Internet/Web/Domain</b>			
66520-1 · GL Suites	22,861.44	23,044.00	(182.56)
66520-2 · E-mail, Website Services	1,653.26	1,215.00	438.26
66520-3 · Internet Services	896.77	925.00	(28.23)
66520-4 · Jurisprudence Exam Website	198.00	198.00	0.00
<b>Total 66520 · Internet/Web/Domain</b>	<u>25,609.47</u>	<u>25,382.00</u>	<u>227.47</u>
<b>73500 · Information Technology</b>			
73500-1 · Computer Repair/Upgrade	605.00	410.00	195.00
<b>Total 73500 · Information Technology</b>	<u>605.00</u>	<u>410.00</u>	<u>195.00</u>
<b>66600 · Office Supplies</b>	3,430.97	4,435.00	(1,004.03)
<b>66650 · Office Expense</b>			
68710 · Miscellaneous Expenses	599.88	1,460.00	(860.12)
68700 · Repairs & Maintenance			
68700-1 · Janitorial	3,500.00	3,500.00	0.00
68700-2 · Copier Maintenance (7545P)	2,702.87	2,180.00	522.87
68700-3 · Copier Maintenance (7435P)	1,506.48	1,356.25	150.23
<b>Total 68700 · Repairs &amp; Maintenance</b>	<u>7,709.35</u>	<u>7,036.25</u>	<u>673.10</u>
68725 · Security	609.60	490.00	119.60
68715 · Shredding Services	279.20	525.00	(245.80)
68720 · Utilities	2,773.54	2,785.00	(11.46)
<b>Total 66650 · Office Expense</b>	<u>11,971.57</u>	<u>12,296.25</u>	<u>(324.68)</u>
<b>67000 · Printing</b>	4,061.06	4,102.62	(41.56)
<b>67500 · Postage &amp; Delivery</b>	8,408.00	8,460.00	(52.00)
<b>68500 · Rent/Lease Expense</b>			
68500-1 · Equipment Lease	1,136.31	1,136.25	0.06
68500-2 · Office	39,620.89	38,893.75	727.14
68500-4 · Storage Warehouse	814.14	1,780.00	(965.86)
<b>Total 68500 · Rent/Lease Expense</b>	<u>41,571.34</u>	<u>41,810.00</u>	<u>(238.66)</u>

**Nevada State Board of Dental Examiners**  
**Statement of Revenues, Expenses and Fund Balance**  
July 2015 through January 2016

	<u>Jul '15 - Jan 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>75000 · Telephone</b>			
75000-1 · Telephone-Office	1,437.72	1,487.50	(49.78)
75000-2 · Board Teleconference	76.36	240.00	(163.64)
<b>Total 75000 · Telephone</b>	<u>1,514.08</u>	<u>1,727.50</u>	<u>(213.42)</u>
<b>75100 · Travel (Staff)</b>	694.38	1,050.00	(355.62)
<b>73550 · Per Diem (Staff)</b>	355.00	30.00	325.00
<b>73600 · Professional Fee</b>			
73600-1 · Accounting/Bookkeeping	16,027.50	18,000.00	(1,972.50)
73600-4 · Legislative Services	11,016.13	10,500.00	516.13
73600-2 · Legal-General	39,540.15	17,950.00	21,590.15
<b>Total 73600 · Professional Fee</b>	<u>66,583.78</u>	<u>46,450.00</u>	<u>20,133.78</u>
<b>73700 · Verification Services</b>	7,645.94	5,840.00	1,805.94
<b>72000 · Employee Wages &amp; Benefits</b>			
72100 · Executive Director	76,464.77	73,661.70	2,803.07
72300 · Credentialing & Licensing Coord	31,893.80	31,846.60	47.20
72132 · Site Inspection Coordinator	23,749.69	23,105.35	644.34
72200 · Technology/Finance Liaison	28,690.13	29,684.75	(994.62)
72130 · Public Info & CE Coordinator	19,202.71	18,536.70	666.01
72140 · Administrative Assistant (P/T)	9,821.43	9,421.50	399.93
72010 · Payroll Service Fees	1,019.50	961.25	58.25
72005 · Payroll Tax Expense	3,224.34	3,427.10	(202.76)
72600 · Retirement Fund Expense (PERS)	47,584.88	44,391.70	3,193.18
65525 · Health Insurance	28,913.17	28,189.60	723.57
<b>Total 72000 · Employee Wages &amp; Benefits</b>	<u>270,564.42</u>	<u>263,226.25</u>	<u>7,338.17</u>
<b>72400 · Board of Directors Expense</b>			
72400-1 · Director Stipends	5,380.00	3,960.00	1,420.00
72400-2 · Committee Mtgs-Stipends	250.00	700.00	(450.00)
72400-3 · Director Travel Expenses	4,445.51	3,268.00	1,177.51
72400-9 · Refreshments - Board Meetings	1,147.73	1,350.00	(202.27)
<b>Total 72400 · Board of Directors Expense</b>	<u>11,223.24</u>	<u>9,278.00</u>	<u>1,945.24</u>
<b>60001 · Anesthesia Eval Committee</b>			
60001-1 · Evaluator's Fee	7,611.00	7,585.00	26.00
60001-4 · Travel Expense	2,297.60	3,412.50	(1,114.90)
<b>Total 60001 · Anesthesia Eval Committee</b>	<u>9,908.60</u>	<u>10,997.50</u>	<u>(1,088.90)</u>
<b>73650 · Investigations/Complaints</b>			
72550 · DSO Coordinator	1,550.00	2,450.00	(900.00)
73650-1 · DSO Consulting Fee	23,425.00	24,275.45	(850.45)
73650-2 · DSO Travel Expense	1,941.96	3,718.75	(1,776.79)
73650-3 · Legal Fees-Investigations	133,487.29	172,083.35	(38,596.06)
73650-5 · BOD Hearing Stip	0.00	770.00	(770.00)
73650-4 · Staff Travel & Per Diem	101.92	1,750.00	(1,648.08)
73650-7 · Miscellaneous Investigation Exp	4,851.39	1,166.70	3,684.69
73650-6 · Reimb Investigation Expenses	(102,065.05)	(131,250.00)	29,184.95
<b>Total 73650 · Investigations/Complaints</b>	<u>63,292.51</u>	<u>74,964.25</u>	<u>(11,671.74)</u>

**Nevada State Board of Dental Examiners**  
**Statement of Revenues, Expenses and Fund Balance**  
**July 2015 through January 2016**

	<u>Jul '15 - Jan 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>60002 · Infection Control Inspection</b>			
60002-1 · Initial Inspection Expense	5,426.13	4,870.85	555.28
60002-2 · Reinspection Expense	295.84	481.25	(185.41)
60002-3 · Random Inspection Expense	175.00	481.25	(306.25)
60002-4 · Travel Expense	1,262.16	1,837.50	(575.34)
<b>Total 60002 · Infection Control Inspection</b>	<u>7,159.13</u>	<u>7,670.85</u>	<u>(511.72)</u>
<b>Total Expense</b>	<u>570,840.73</u>	<u>552,769.83</u>	<u>18,070.90</u>
<b>Net Ordinary Income</b>	67,371.23	91,479.77	(24,108.54)
<b>Other Income/Expense</b>			
<b>Other Income</b>			
40800 · Interest Income	487.50	320.85	166.65
<b>Total Other Income</b>	<u>487.50</u>	<u>320.85</u>	<u>166.65</u>
<b>Net Other Income</b>	<u>487.50</u>	<u>320.85</u>	<u>166.65</u>
<b>Net Income Over Expenses</b>	<u><u>67,858.73</u></u>	<u><u>91,800.62</u></u>	<u><u>(23,941.89)</u></u>



# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada  
Acting By and Through Its

NEVADA STATE BOARD OF DENTAL EXAMINERS  
6010 S. Rainbow Blvd, A-1  
Las Vegas, NV 89118  
(702) 486-7044 fax (702) 486-7046

and

HUMMEL & ASSOCIATES, INC.  
c/o STACIE HUMMEL  
8240 W. CHARLESTON BLVD, SUITE 3  
LAS VEGAS, NV 89117  
(702) 947-0021  


(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. "Current State Employee" means a person who is an employee of an agency of the State. "Former State Employee" means a person who was an employee of any agency of the State at any time within the preceding 24 months.
3. **CONTRACT TERM.** This Contract shall be effective from July 1, 2016 subject to Board of Examiners' approval to June 30, 2020, unless sooner terminated by either party as specified in paragraph ten (10).
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:
  - ATTACHMENT AA: STATE SOLICITATION OR RFP # SEE ATTACHED and AMENDMENT(S) #    ;
  - ATTACHMENT BB: INSURANCE SCHEDULE;
  - ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$ \$75.00 per \_\_\_\_\_ hour \_\_\_\_\_ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments not to exceed \$ \_\_\_\_\_ \$75,000.00 \_\_\_\_\_. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. BILLING SUBMISSION: TIMELINESS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

- iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. **Time to Correct.** Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. **Winding Up Affairs Upon Termination.** In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C:190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to

the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	sllh
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	sllh
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	sllh
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	sllh
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	sllh	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	sllh
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	sllh

**16. INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
  2. Such time as the insurance is no longer required by the State under the terms of this Contract;
- Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**General Requirements:**

- a. **Additional Insured:** By endorsement to Contractor's general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - 2) Currently rated by A.M. Best as "A-VII" or better.

**Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

**Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.**

2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.

3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

**Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract

24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer or for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. **WARRANTIES.**

a. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed

the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

29. ASSIGNMENT OF ANTITRUST CLAIMS. Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

30. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

31. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Steve L. Hummel 3/10/16  
Independent Contractor's Signature Date

President  
Independent's Contractor's Title: President, Hummel & Associates, Inc.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by: \_\_\_\_\_

On \_\_\_\_\_ (Date)

\_\_\_\_\_  
Deputy Attorney General for Attorney General

On \_\_\_\_\_ (Date)



**INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000

- Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language:  
"The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**2. Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10)

days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Department Representative's Name & Address)**.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State Department Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## **ATTACHMENT A**

### **SCOPE OF WORK**

**Provide Accounting and Bookkeeping services to include but not limited to the following:**

- 1. Posting of cash receipts**
- 2. Reconciliation of bank statements**
- 3. Posting of monthly Adjusting Journal Entries**
- 4. Review QuickBooks general ledger and make corrections as necessary**
- 5. Preparation of worksheets to track deferred revenue accounts**
- 6. Preparation of worksheets to track prepaid expenses**
- 7. Preparation of worksheets to track accrued vacation/sick leave**
- 8. Assist in compilation of documents and communications with Board Auditor on annual basis.**
- 9. Assist in any and all procedures necessary to provide a complete and accurate Balance Sheet and Statement of Revenue, Expenses and Fund Balance on a monthly basis.**

# HUMMEL & ASSOCIATES, INC.

Business Entity Information			
Status:	Active	File Date:	8/17/2000
Type:	Domestic Corporation	Entity Number:	C22187-2000
Qualifying State:	NV	List of Officers Due:	8/31/2016
Managed By:		Expiration Date:	
NV Business ID:	NV20001389537	Business License Exp:	8/31/2016

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	STACIE L HUMMEL	Address 1:	8240 W CHARLESTON BLVD #3
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	25,000.00	Capital Amount:	\$ 0
No stock records found for this company			

- Officers		<input type="checkbox"/> Include Inactive Officers	
Secretary - RANDALL J HUMMEL			
Address 1:	8240 W CHARLESTON BLVD STE 3	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	USA
Status:	Active	Email:	
Treasurer - RANDALL J HUMMEL			
Address 1:	8240 W CHARLESTON BLVD STE 3	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89131	Country:	USA
Status:	Active	Email:	
President - STACIE L HUMMEL			
Address 1:	8240 W CHARLESTON BLVD STE 3	Address 2:	
City:	LAS VEGAS	State:	NV

Zip Code:	89117	Country:	USA
Status:	Active	Email:	
<b>Director - STACIE L HUMMEL</b>			
Address 1:	8240 W CHARLESTON BLVD, STE 3	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	USA
Status:	Active	Email:	

<b>- Actions\Amendments</b>			
Action Type:	Articles of Incorporation		
Document Number:	C22187-2000-001	# of Pages:	3
File Date:	8/17/2000	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	C22187-2000-006	# of Pages:	1
File Date:	9/20/2000	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C22187-2000-005	# of Pages:	1
File Date:	7/23/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C22187-2000-003	# of Pages:	1
File Date:	7/10/2002	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C22187-2000-004	# of Pages:	1
File Date:	8/19/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C22187-2000-002	# of Pages:	1
File Date:	7/26/2004	Effective Date:	
<b>List of Officers for 2004 to 2005</b>			
Action Type:	Annual List		
Document Number:	20050290115-35	# of Pages:	1
File Date:	7/27/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060382223-18	# of Pages:	1
File Date:	6/15/2006	Effective Date:	
(No notes for this action)			

<b>Action Type:</b>	Annual List		
<b>Document Number:</b>	20070439873-03	<b># of Pages:</b>	1
<b>File Date:</b>	6/27/2007	<b>Effective Date:</b>	
<b>(No notes for this action)</b>			
<b>Action Type:</b>	Annual List		
<b>Document Number:</b>	20080425970-17	<b># of Pages:</b>	1
<b>File Date:</b>	6/25/2008	<b>Effective Date:</b>	
<b>(No notes for this action)</b>			
<b>Action Type:</b>	Annual List		
<b>Document Number:</b>	20090544873-72	<b># of Pages:</b>	1
<b>File Date:</b>	7/9/2009	<b>Effective Date:</b>	
<b>2009-2010</b>			
<b>Action Type:</b>	Annual List		
<b>Document Number:</b>	20100527540-26	<b># of Pages:</b>	1
<b>File Date:</b>	7/17/2010	<b>Effective Date:</b>	
<b>(No notes for this action)</b>			
<b>Action Type:</b>	Annual List		
<b>Document Number:</b>	20110565710-08	<b># of Pages:</b>	1
<b>File Date:</b>	7/30/2011	<b>Effective Date:</b>	
<b>(No notes for this action)</b>			
<b>Action Type:</b>	Annual List		
<b>Document Number:</b>	20120455214-86	<b># of Pages:</b>	1
<b>File Date:</b>	6/28/2012	<b>Effective Date:</b>	
<b>(No notes for this action)</b>			
<b>Action Type:</b>	Annual List		
<b>Document Number:</b>	20130447045-80	<b># of Pages:</b>	1
<b>File Date:</b>	7/8/2013	<b>Effective Date:</b>	
<b>(No notes for this action)</b>			
<b>Action Type:</b>	Annual List		
<b>Document Number:</b>	20140509747-19	<b># of Pages:</b>	1
<b>File Date:</b>	7/16/2014	<b>Effective Date:</b>	
<b>(No notes for this action)</b>			
<b>Action Type:</b>	Annual List		
<b>Document Number:</b>	20150324255-69	<b># of Pages:</b>	1
<b>File Date:</b>	7/16/2015	<b>Effective Date:</b>	
<b>(No notes for this action)</b>			

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February 26, 2016

Received

MAR 03 2016

NSBDE

Dr. Timothy T. Pinther  
President  
Nevada State Board of Dental Examiners  
6010 S. Rainbow Blvd.  
Ste. A-1  
Las Vegas, NV 89118

Dear Ms. Shaffer-Kugel:

We are writing to express the high level of concern that the American Dental Association (ADA), its Licensure Task Force and Council on Dental Education and Licensure, and the American Dental Education Association (ADEA) have with regard to the status of licensure for dentists in the United States. While licensure portability is an important matter to dental professionals, particularly to those pursuing initial licensure or attempting to relocate to another state, it is clear that the dental boards of a number of states, including your own, continue to engage in conduct that restricts, rather than enhances, that portability.

As you know, there are five clinical test administration agencies for dentistry: the Commission on Dental Competency Assessments (CDCA, formerly NERB); Central Regional Dental Testing Service, Inc. (CRDTS); Council of Interstate Testing Agencies, Inc. (CITA); the Southern Regional Testing Agency, Inc. (SRTA); and the Western Regional Examining Board (WREB). The ADA has conducted a careful analysis of the examinations administered by each of the clinical testing agencies (CDCA and CITA administer the American Board of Dental Examiners (ADEX) dental exam, while CRDTS, SRTA, and WREB administer their own exams) and has come to the conclusion that these examinations adhere to a common set of core design and content requirements that renders them conceptually comparable. In particular, each agency:

- utilizes the *Standards for Educational and Psychological Testing* as the guidelines for evaluating the validity of their exams;
- produces a publically available technical report that documents and summarizes available validity and reliability evidence concerning the examinations;
- utilizes conjunctive scoring, requiring candidates to pass each of a series of tests in order to pass the full examination;
- conducts a practice analysis on a regular basis to ensure that test content reflects normal, everyday tasks performed in general dental practice;
- reduces examiner bias and enhances fairness by ensuring that examiners do not know the identity of the candidate whose performance they are evaluating;



- requires three examiners to evaluate performance on each exam and sub-exam;
- requires examiners to participate in calibration exercises to align examiner perspectives and provide a common frame of reference;
- conducts prospective and retrospective evaluations of examiner consistency and reliability;
- makes a determination of candidate minimal competency in restorative dentistry on a patient-based exam for a Class III composite resin preparation and restoration and either a Class II amalgam or composite resin preparation and restoration;
- makes a determination of candidate minimal competency in periodontics on a patient-based exam for scaling and root planning; and
- utilizes simulation to determine minimal competency in prosthodontics (crown preparation) and endodontics.

Given the aforementioned commonality in design and content requirements, any apparent differences in the performance of these clinical examinations can be called into question and potentially interpreted as simply reflecting sampling error. In light of this, accepting the results from certain clinical examinations and not others appears specious. It has been a longstanding policy of the ADA that it represents unnecessary and meaningless duplication to require a candidate seeking licensure in different states to demonstrate his or her theoretical knowledge and clinical skill on separate examinations for each jurisdiction, especially when it is clear that the core requirements, administration, and outcomes are virtually indistinguishable between each examination.

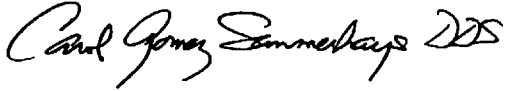
It is our understanding that your state affirmatively elects not to accept the examination results from all of these test administration agencies. The decision of your board, as well as the boards of a number of other states, to accept the test results of only a select number of clinical test administration agencies appears highly arbitrary. Moreover, those decisions have an arguably anticompetitive effect in restricting the mobility of dentists wishing to move from one state to another. As you know, the whole concept of licensure is currently under attack because of its inherent effect on competition; it is therefore incumbent on the dental profession to ensure that any such restraints are not susceptible to a claim that they are unreasonable in nature. Indeed, the House of Delegates of the American Bar Association recently passed a resolution urging bar admission authorities in various states to adopt a Universal Bar Examination in order to facilitate mobility for new lawyers. This concept of mobility among professionals is obviously gaining additional momentum.

In light of these circumstances, we respectfully request that your Board pursue the necessary steps to accept successful completion of all of the clinical test administration agency examinations for dental licensure in your state. Recognizing that the dental board's primary mission is protecting the public in your state, we believe that the board has the authority and autonomy to pursue this change. It will increase portability of dental professionals and access to quality dental care for patients.

Dr. Timothy T. Pinther  
February 26, 2016  
Page 3

We would be pleased to meet with you or your board to further discuss this matter.

Sincerely,



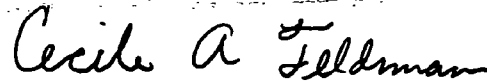
Carol Gomez Summerhays, D.D.S., M.A.G.D.  
President  
American Dental Association



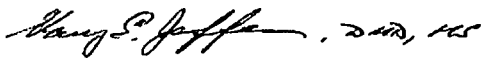
Huw F. Thomas, B.D.S., M.S., Ph.D.  
Dean, Tufts University School of Dental Medicine  
Chair of the ADEA Board of Directors



Gary L. Roberts, D.D.S.  
President-elect



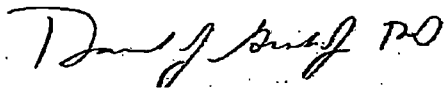
Cecile A. Feldman, D.M.D., M.B.A.  
Dean, Rutgers School of Dental Medicine  
Chair-elect of the ADEA Board of Directors



Gary E. Jeffers, D.M.D., M.S.  
Chair  
2016 ADA Licensure Task Force



Lily T. Garcia, D.D.S., M.S., FACP  
Associate Dean for Education  
University of Iowa College of Dentistry  
Immediate Past Chair of the ADEA Board of Directors



Daniel J. Gesek, Jr., D.M.D.  
Chair  
Council on Dental Education and Licensure

KMH:eg

cc: Ms. Debra Shaffer-Kugel, executive director, Nevada State Board of Dental Examiners  
Dr. Karen P. West, dean, University of Nevada Las Vegas School of Dental Medicine  
Dr. Bradley A. Wilbur, president, Nevada Dental Association  
Dr. Robert Talley, executive director, Nevada Dental Association  
Dr. Daniel J. Klemmedson, ADA Trustee, Fourteenth District  
Dr. Kathleen O'Loughlin, executive director and chief operating officer (ADA)  
Dr. Richard W. Valachovic, president and chief executive officer (ADEA)

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March 9, 2016

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Debra Shaffer-Kugel, Director  
Nevada State Board of Dental Examiners  
6010 S. Rainbow Blvd, Ste. A-1  
Las Vegas, Nevada 89118

**Received**  
**MAR 10 2016**  
**NSBDE**

Dear Ms. Shaffer-Kugel:

For the past 10 to 12 years, I have represented licensees before the Nevada State Board of Dental Examiners (hereinafter referred to as "Dental Board") in conjunction with patient complaints, informal settlement conferences, and, on occasion, Dental Board hearings. Recently, with ever increasing frequency, I have been hearing complaints from licensees and their counsel concerning the Dental Board's disciplinary process. Typically these complaints suggest that the disciplinary process is flawed, unreasonable, bias, and punitive, rather than remedial, in nature. Inasmuch as that has not been my experience when appearing before it, I felt it appropriate to write to you in response to these complaints.

Please don't get me wrong, I am not suggesting that I have agreed with every conclusion of a DSO or the discipline imposed upon a client that I have represented. What I am saying is, that I believe that in the cases I have handled, the Board has acted consistent with the statutory scheme under which it functions and, at all times, its actions were remedial, as opposed to punitive in nature.

In much the same light, I do not share the criticisms of others with regard to the Board's counsel, John Hunt. I have never found John to be heavy handed, unreasonable, or dogmatic in his investigations and his disciplinary recommendations to the Board. While John is certainly a zealous advocate on behalf of the people of the Las Vegas community, I've never

Debra Shaffer-Kugel, Director  
Nevada State Board of Dental Examiners  
March 9, 2016  
Page 2

found him to be misleading, nor vindictive, in his approach in any case that I have handled. John is always willing to listen to the licensee's position and, if he doesn't agree with it, make sure that the licensee and his counsel are aware of their options to take their position before the full Board.

In sum, while I have not always agreed with every decision of a DSO, John Hunt, or the Board itself, I do not share the beliefs of others that the Board's disciplinary process is flawed and/or needs to be overhauled. On the contrary, I believe that the Board and its representatives play an important role in ensuring that the people of this State receive quality dental care from the dentists the Board allows to practice in this State.

I thank you for allowing me this forum to share my views.

Sincerely,

OLSON, CANNON, GORMLEY  
ANGULO & STOBERSKI



Walter R. Cannon

WRC/ndl

Received  
MAR 10 2016  
NSBDE



# Nevada State Board of Dental Examiners

6010 S. Rainbow Blvd., Bldg. A, Ste. 1  
Las Vegas, NV 89118  
(702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

## VOLUNTARY SURRENDER OF LICENSE

STATE OF California

COUNTY OF Orange

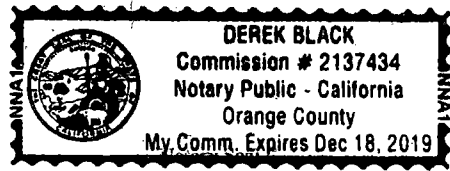
I, Marilyn J Henry, hereby surrender my Nevada  
Dental (Dental Hygiene) (circle one) license number 559 on 2 day of  
February, 2016.

By signing this document, I understand, pursuant to Nevada Administrative Code (NAC) 631.160, the surrender of this license is absolute and irrevocable. Additionally, I understand that the voluntary surrender of this license does not preclude the Board from hearing a complaint for disciplinary action filed against this licensee.

*(I'm retired as of 2013)*

Marilyn J Henry  
Licensee Signature

2-2-2016  
Date



[Signature]  
Notary Signature

~~Licensee Current Mailing Address:~~ [Redacted]

~~Home Phone:~~ [Redacted] ~~Cell Phone:~~ [Redacted]

Received  
FEB 08 2016  
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SEE ATTACHED NOTARY CERTIFICATE  
CA CIVIL CODE 1189

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

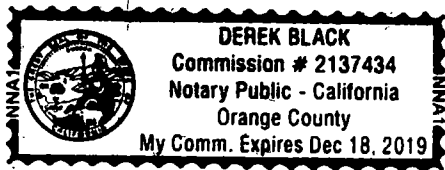
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of ORANGE  
On FEB 2<sup>ND</sup> 2016 before me, DEREK BLACK NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared MARILYNN L HENRY  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Number of Pages: 1 Signer(s) Other Than Named Above: DB

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARILYNN L HENRY  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: DB

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: DB

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