

NEVADA STATE BOARD
of
DENTAL EXAMINERS



BOARD MEETING & WORKSHOP

JULY 21, 2017

9:00 A.M.

PUBLIC BOOK

**Proposed Regulation Changes
Workshop on July 21, 2017**

PROPOSED REGULATION CHANGES
(NAC 631.033 and NAC 631.175)

NAC 631.033 Use of laser radiation, *administration of botulinum toxins and dermal fillers in practice: Documentation required with application for renewal of license.* (NRS 631.190, 631.330.) Each licensee who uses or wishes to use laser radiation, in his or her practice of dentistry or dental hygiene must include with the application for renewal of his or her license:

1. A statement certifying that each laser used by the licensee in his or her practice of dentistry or dental hygiene has been cleared by the Food and Drug Administration for use in dentistry; and

2. Proof that he or she has successfully completed a course in laser proficiency that:

(a) Is at least 6 hours in length; and

(b) Is based on the *Curriculum Guidelines and Standards for Dental Laser Education*, adopted by reference pursuant to NAC 631.035.

3. *Each holder of a license to practice dentistry who administers or wishes to administer botulinum toxins and dermal fillers limited to the oral and maxillofacial region must include with the application for renewal of his or her dental license;*

(1) Proof that he or she has successfully completed a didactic and hands-on continuing education course approved by the Board in the administration of botulinum toxin and dermal fillers that:

(a) Is at least 24 credit hours in length; and

(b) The course shall contain 4 hours of didactic and 4 hours of hands-on continuing education in the administration of botulinum toxins and dermal fillers for each of the following subjects:

(i) Botulinum for TMD and Myofascial Pain

(ii) Botulinum for Esthetics

(iii) Dermal Fillers for Esthetics

NAC 631.175 Continuing education: Approved subjects; minimum requirements for clinical subjects; maximum credit for certain types of courses and activities. (NRS 631.190, 631.342)

1. Approved subjects for continuing education in dentistry and dental hygiene are:

(a) Clinical subjects, including, without limitation:

(1) Dental and medical health;

(2) Preventive services;

(3) Dental diagnosis and treatment planning; and

(4) Dental clinical procedures, including corrective and restorative oral health procedures and basic dental sciences, dental research and new concepts in dentistry; and

(b) Nonclinical subjects, including, without limitation:

(1) Dental practice organization and management;

(2) Patient management skills;

(3) Methods of health care delivery; and

(4) Teaching methodology.

2. In completing the hours of continuing education required pursuant to [NAC 631.173](#), a dentist must annually complete at least 15 hours in clinical subjects approved pursuant to subsection 1 or biennially complete at least 30 hours in clinical subjects approved pursuant to subsection 1, as applicable, based on the renewal period set forth in [NRS 631.330](#) for the type of license held by the dentist.

3. In completing the hours of continuing education required pursuant to [NAC 631.173](#), a dental hygienist must annually complete at least 12 hours in clinical subjects approved pursuant to subsection 1 or biennially complete at least 24 hours in clinical subjects approved pursuant to subsection 1, as applicable, based on the renewal period set forth in [NRS 631.330](#) for the type of license held by the dental hygienist.

4. In completing the hours of continuing education required pursuant to [NAC 631.173](#), a dentist or dental hygienist must annually complete at least 2 hours in the clinical subject of infection control in accordance with the provisions of the guidelines adopted by reference in [NAC 631.178](#) or biennially complete at least 4 hours in the clinical subject of infection control in accordance with the provisions of the guidelines adopted by reference in [NAC 631.178](#), as applicable, based on the renewal period set forth in [NRS 631.330](#) for the type of license held by the dentist or dental hygienist.

5. Each holder of a license to practice dentistry who is registered to dispense controlled substances pursuant to NRS 453.231 shall complete a minimum of 1 hour of continuing education relating specifically to the misuse and abuse of controlled substances during each licensure renewal period. Any such holder of a license may use such training to satisfy 1 hour of any continuing education requirement established by the Board.

~~5.~~ **6.** The Board will credit, as a maximum in any one year of an annual or biennial licensing period, the following number of hours of instruction for the following types of courses or activities:

(a) For approved study by a group, 3 hours.

(b) For attendance at a meeting or convention of a dental or dental hygiene society, 1 hour for each meeting, but not more than 3 hours, exclusive of hours of continuing education offered in conjunction with the meeting.

(c) For courses completed via home study, on-line study, self-study or journal study through correspondence, webinar, compact disc or digital video disc, not more than 50 percent of the number of hours of continuing education required by subsection 1 or 2 of [NAC 631.173](#), as applicable.

(d) For all other courses conducted by an approved instructor, the number of hours completed by the dentist or dental hygienist.

(e) For approved dental or dental hygiene services provided in approved nonprofit settings, 6 hours, except that not more than 3 hours will be allowed for any day of volunteer services provided.



NEVADA STATE BOARD OF DENTAL EXAMINERS
 6010 S. Rainbow Boulevard, Suite A1
 Las Vegas, NV 89118



Video Conferencing available for this meeting at the Nevada State Board of Medical Examiners Office
 Conference Room located at: 1105 Terminal Way, Suite #301; Reno, NV 89502

PUBLIC MEETING

Friday, May 12, 2017
 9:12 a.m.

DRAFT
Board Meeting Agenda

Please Note: The Nevada State Board of Dental Examiners may hold board meetings via video conference or telephone conference call. The public is welcomed to attend the meeting at the Board office located at 6010 S. Rainbow Blvd, Suite A1; Las Vegas, Nevada 89118; or in the Conference room of the Nevada State Board of Medical Examiners office located at 1105 Terminal Way, Suite #301; Reno, NV 89502 (when applicable).

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.

Public Comment time is available after roll call (beginning of meeting) and prior to adjournment (end of meeting). Public Comment is limited to three (3) minutes for each individual. You may provide the Board with written comment to be added to the record.

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.*

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

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

Dr. Timothy Pinther ("Dr. Pinther") -----EXCUSED	Dr. R. Michael Sanders ("Dr. Sanders") ----PRESENT
Dr. Byron Blasco ("Dr. Blasco") -----PRESENT	Ms. Theresa Guillen ("Ms. Guillen") -----PRESENT
Dr. Jason Champagne ("Dr. Champagne") --PRESENT	Ms. M Sharon Gabriel ("Ms. Gabriel") -----PRESENT
Dr. Gregory Pisani ("Dr. Pisani") -----PRESENT	Ms. Mary Teresa Chandler ("Ms. Chandler") ---PRESENT
Dr. Brendan Johnson ("Dr. Johnson") -----PRESENT	
Dr. Ali Shahrestani ("Dr. Shahrestani") -----PRESENT	

Others Present: John Kelleher General Counsel; Asheesh Balli, Deputy Attorney General/Board Co-Counsel; Debra Shaffer-Kugel, Executive Director.

Public Attendees: Candace Herling, Esquire, Alverson Taylor Mortensen & Sanders – Counsel for Dr. Martinez; Arman Lan, LVDA; Alan Lan; Gloria Lan; Tina Tsou, LVDA; Michael Navaratil, Esquire, John Cotton & Associates; Diane Nohr, Keeping the Smiles; Deb Osborn, Keeping the Smiles; Rick Dragon, NDA.

Pledge of Allegiance

Dr. Blasco welcomed Ms. Terri Chandler and Mr. John Kelleher to the Board.

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

A public attendee by the name of Gloria Lam read a statement into the record, which provided in writing for the record.

A public attendee by the name of Adam Lam read a statement into the record, which provided in writing for the record.

A public attendee by the name of Tina Tsou, Secretary for the LVDA, read a statement into the record, which provided in writing for the record.

A public attendee by the name of Dr. Adrian Ruiz, President of the LVDA, read a statement into the record, which provided in writing for the record.

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)

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

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

- (1) Board Meeting – 03/24/2017
- (2) Board Meeting – 04/05/2017

Mrs. Shafer-Kugel inquired if the Board had an opportunity to review the minutes of the Board Meetings held March 24, 2017 and April 5, 2017. With an affirmative response, she asked if there were any changes or corrections to be noted. None were offered. A motion was called for by Dr. Blasco:

MOTION: Dr. Sanders moved that the Board approve minutes as written, and was seconded by Dr. Johnson. Without discussion, the motion was unanimously approved by the members of the Board.

b. Financials - NRS 631.180/NRS 631.190

- (1) Review Balance Sheet and Statement of Revenues, Expenses and Balances for period July 1, 2016 through March 31, 2017 (For Informational Purposes)

Dr. Blasco directed the Board's attention to Mrs. Stacie Hummel. Mrs. Hummel briefly discussed the balance sheet and statement of revenues, expenses, and balances with the Board and noted areas of significance. Particularly the sections regarding the formatting of the statements, which she noted changed. She addressed other areas but noted that there were no significant changes. No further discussion or comments.

***c. Authorized Investigative Complaints-NRS 631.360** (For Possible Action)

- (1) Dr Z-NRS 631.3475~~(3)~~(8)

Dr. Blasco directed the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel noted that the subsection was subsection (8) and not (3). Mrs. Shaffer-Kugel went over the alleged violations of Dr. Z and read into the record the regulation noted above. A motion was called for:

MOTION: Ms. Guillen moved that the Board authorize an investigation against Dr. Z, seconded by Dr. Shahrestani. Without discussion, the motion was unanimously approved by the members of the Board.

***4. General Counsel's Report** (For Possible Action)

114 **a. Legal Actions/Lawsuit(s) Update**

115
116 (1) District Court Case(s) Update

117
118 Dr. Blasco directed the Board's attention to Mr. John Kelleher. Mr. Kelleher updated the Board on the legal actions
119 and lawsuits regarding a Mr. Casco. He informed the members that the court issued a civil contempt of court –
120 and that the status check hearing would be in the upcoming weeks.

121
122 ***b. Stipulation Agreements: Approval/Rejection by the Board** (For Possible Action)

123
124 (1) Michelle Martinez-Pham, DMD

125
126 Counsel for Dr. Martinez-Pham, Candace Herling, Esquire was present and approached the Board. Mr. Kelleher
127 introduced a stipulation before the Board for consideration regarding Michelle Martinez-Pham, D.M.D. He explained
128 the events leading to an authorized investigation which resulted in the terms contained in the stipulation. Ms.
129 Herling noted for the record that there was not an informal hearing, as stated by Mr. Kelleher. After a brief
130 question and answer period, the following motion was made:

131
132 **MOTION:** Dr. Pisani moved that the stipulation between the Nevada State Board of Dental Examiners and Michelle
133 Martinez-Pham, D.M.D. be approved. Motion was seconded by Dr. Sanders and unanimously approved by
134 the members of the Board present at this meeting. Discussion: Dr. Pisani stated that as a former DSO –
135 noted that all the DSO's appointed by the Board are calibrated to abide by the Chapter 631 complaint
136 process – and that the DSO's are experienced in their capacity of an investigator for the board. Dr.
137 Shahrestani abstained from the motion.

138
139 (2) Lisa Hoang, DDS

140
141 Mr. Kelleher introduced a stipulation before the Board for consideration regarding Lisa Hoang, D.D.S. He explained
142 the events leading to an authorized investigation which resulted in the terms contained in the stipulation. After a
143 brief question and answer period, the following motion was made:

144
145 **MOTION:** Ms. Guillen moved that the stipulation between the Nevada State Board of Dental Examiners and Lisa
146 Hoang, D.D.S. be approved. Motion was seconded by Dr. Champagne and unanimously approved by the
147 members of the Board present at this meeting.

148
149 ***5. Old Business:**

150
151 ***a. Approval for Moderate Sedation Training Program (NAC 631.2213)** (For Possible Action)

152
153 (1) Conscious Sedation Consulting with Memorandum of Understanding
154 with St. Barnabas Hospital [Randy Pigg] (For Possible Action)

155
156 Dr. Blasco directed the Board's attention to Dr. Johnson. Dr. Johnson stated that at the previous meeting, they
157 spoke with Mr. Pigg regarding the CODA approved program – however, that certain information was unclear and,
158 thus required additional information, which was received. Dr. Johnson stated that upon his review he recommended
159 approval of the course, only if taken at St. Barnabas hospital. He clarified that no other facilities or locations be
160 approved. A motion was called for:

161
162 **MOTION:** Dr. Pisani moved that the Board approve the course be accepted if taken at St. Barnabas, only; motion
163 seconded by Dr. Sanders. Without discussion, the motion was unanimously approved by the members of
164 the Board.

165
166
167 ***6. New Business** (For Possible Action)

168
169 ***a. Request for Board to consider CE auditing entities to house CE certificates for Nevada**
170 **licensees - NRS 631.190** (For Possible Action)

171
172 (1) CE Zoom

173 (2) The Dental Exchange
174

175 Dr. Blasco directed the Board's attention to Mrs. Shaffer-Kugel. She refreshed the Board that at the January board
176 meeting CE Zoom presented its services, which included an auditing component. She stated that currently the
177 audits are conducted in accordance with NAC 631.177. She read the regulation into the record. She explained the
178 process for the random audit and how the process of review is completed. Dr. Blasco noted that at the initial
179 review at the January meeting, it appeared unnecessary to have the licensees upload their CE's to one of these
180 entities. There was a brief question and answer period. Mrs. Shaffer-Kugel argued that there would be no
181 documentation on file with the Board if they were to utilize one of the entities listed. There was extensive discussion
182 of the housing of CE's and the regulated requirement of licensees maintaining the certificates for a period of three
183 (3) years.

184
185 **MOTION: Dr. Pisani moved that the Board not change their system and that the Board not move forward with any**
186 **company, nor change the current regulations, seconded by Dr. Johnson. Without discussion, the motion**
187 **was unanimously approved by the members of the Board.**
188

189 ***b. Approval of Public Health Endorsement – NRS 631.287** (For Possible Action)
190

191 (1) Diane S. Nohr, RDH – Keeping the Smiles Program
192

193 Dr. Blasco directed the Board's attention to Dr. Jason Champagne. Dr. Champagne stated that the application was
194 in order for a public health endorsement according to NRS 631.287. A motion was called for.
195

196 **MOTION: Ms. Guillen moved that the Board approve the public health endorsements for the licensee listed above;**
197 **seconded by Dr. Pisani. Without discussion, the motion was unanimously approved by the members of the**
198 **Board; Dr. Champagne abstained.**
199

200 (2) Edeltrout M. Sitton, RDH – Keeping the Smiles Program
201

202 Dr. Blasco directed the Board's attention to Dr. Jason Champagne. Dr. Champagne stated that the application was in
203 order for a public health endorsement according to NRS 631.287. A motion was called for.
204

205 **MOTION: Ms. Gabriel moved that the Board approve the public health endorsement for the licensee listed above;**
206 **seconded by Ms. Guillen. Ms. Deb Osborne thanked the Board for their approval and continued support**
207 **for such programs. Without further discussion, the motion was unanimously approved by the members of**
208 **the Board. Dr. Champagne abstained.**
209

210 ***c. Approval of Voluntary Surrender of License – NAC 631.160** (For Possible Action)
211

- 212 (1) Mehra Pouyan, DDS
213 (2) Michael R. McGraw, DDS
214 (3) Anas Najm, DDS
215

216 Dr. Blasco directed the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel stated that the licensees had no
217 pending actions or matters with the Board, and noted that once approved they are absolute and irrevocable. A
218 motion was called for.
219

220 **MOTION: Dr. Pisani moved that the Board to accept the voluntary surrenders, seconded by Ms. Guillen. Without**
221 **discussion, the motion was unanimously approved by the members of the Board; Dr. Shahrestani**
222 **abstained.**
223

224 ***d. Approval for Anesthesia-Permanent Permit – NAC 631.2233** (For Possible Action)
225

226 **(1) General Anesthesia** (For Possible Action)
227

- 228 (a) James S. Sunwoo, DDS
229

230 Dr. Blasco directed the Board's attention to Dr. Brendan Johnson. Dr. Johnson stated that he reviewed the
231 application for Dr. James Sunwoo and that the application was in order and that he recommended approval. A
232 motion was called for.

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MOTION: Dr. Sanders moved that the Board approve Dr. Sunwoo for a temporary general anesthesia permit; seconded by Dr. Champagne. Without discussion, the motion was unanimously approved by the members of the Board; Dr. Johnson abstained.

***e. Approval for Anesthesia-Temporary Permit – NAC 631.2254** (For Possible Action)

(1) General Anesthesia (For Possible Action)

- (a) James Yong Kim, DDS

Dr. Blasco directed the Board’s attention to Dr. Brendan Johnson. Dr. Johnson stated that he reviewed the application for Dr. James Yong Kim and that the application was in order and recommended approval. A motion was called for.

MOTION: Dr. Pisani moved that the Board approve Dr. Kim for a temporary general anesthesia permit; seconded by Dr. Sanders. Without discussion, the motion was unanimously approved by the members of the Board; Dr. Johnson abstained from the motion.

(2) Conscious Sedation (For Possible Action)

- (a) John Dilibero, DDS
- (b) Lawrence A. Drake, DDS
- (c) Mark A. Ferrari, DDS
- (d) Douglas K. Kern, DMD
- (e) John E. Stephenson, DDS
- (f) Leila Zokaei, DDS

Dr. Blasco directed the Board’s attention to Dr. Brendan Johnson. Dr. Johnson stated that he reviewed the applications for the licensees listed above and that the applications were in order and recommended approval. A motion was called for.

MOTION: Dr. Sanders moved that the Board approve the licensees listed for temporary conscious sedation permits; seconded by Dr. Shahrestani. Without discussion, the motion was unanimously approved by the members of the Board; Dr. Johnson abstained from the motion.

***f. Appointment of Mary Teresa Chandler, RDH to the following Resource Groups – NRS 631.190** (For Possible Action)

- (1) Committee on Dental Hygiene
- (2) Legal and Disciplinary Action
- (3) Continuing Education
- (4) Infection Control

Dr. Blasco noted to the Board that Ms. Chandler would be replacing Mrs. Leslea Villigan, a former Board member.

MOTION: Dr. Pisani moved that the Board approve the appointment of Ms. Chandler to the resource groups listed, seconded by Ms. Guillen. Without discussion, the motion was unanimously approved by the members of the Board.

***7. Resource Group Reports** (For Possible Action)

***a. Legislative and Dental Practice** (For Possible Action)

(Chair: Dr. Pinther; Dr. Champagne; Dr. Blasco; Dr Sanders; Ms. Guillen)

Dr. Champagne stated that there was no report.

***b. Legal and Disciplinary Action** (For Possible Action)

(Chair: Dr. Pisani; Dr. Blasco; Dr. Shahrestani; Dr. Sanders)

Dr. Pisani stated that there was no report.

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

***(1) WREB/HERB Representatives** (For Possible Action)

39 (Dr. Blasco; Ms. Gabriel)

40
41 a. Report from Ms. Gabriel regarding HERB meeting

42
43 Dr. Blasco stated that there was no report.

44
45 Ms. Gabriel noted that the report from her meetings were provided in their board books and to the public in
46 the public documents posted for the record.

47 ***(2) ADEX Representatives** (For Possible Action)
48 (Timothy Pinther, DDS)

49
50 Dr. Pinther was excused for this meeting - there was no report.

51
52 ***d. Continuing Education** (For Possible Action)
53 (Chair: Dr. Blasco; Dr. Shahrestani, Dr. Pisani; Ms. Gabriel)

54
55 Dr. Blasco stated that there was no report.

56
57 ***e. Committee of Dental Hygiene** (For Possible Action)
58 (Chair: Ms. Guillen; Ms. Gabriel; Dr. Shahrestani)

59
60 Ms. Guillen stated that there was no report.

61
62 ***f. Specialty** (For Possible Action)
63 (Chair: Dr. Pisani; Dr Johnson; Dr. Pinther)

64
65 Dr. Pisani stated that there was no report.

66
67 ***g. Anesthesia** (For Possible Action)
68 (Chair: Dr. Johnson; Dr. Pinther; Dr. Champagne; Dr Sanders)

69
70 Dr. Johnson stated that there was no report.

71
72 ***h. Infection Control** (For Possible Action)
73 (Chair: Ms. Gabriel; Dr. Blasco; Dr. Champagne; Dr. Pisani)

74
75 Ms. Gabriel stated that there was no report.

76
77 ***i. Budget and Finance Committee** (For Possible Action)
78 (Chair: Dr. Champagne, Dr. Pinther, Ms. Tyler, Ms. Guillen)

79
80 Dr. Champagne stated that there was no report.

81
82
83 **8. Public Comment:** (Public Comment is limited to three (3) minutes for each individual)

84
85 There were no public comments made.

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

90
91 **9. Announcements** Mrs. Shaffer-Kugel made an announcement that a secondary postcard would be mailed in
92 the upcoming weeks to remind dentist' to renew their dental licenses, and that the newsletter was available
93 on the Board website.

94
95 Mrs. Shaffer-Kugel announced to the Board that there was a Senate Bill being proposed, SB 256, regarding
96 the consideration of the Board having a Review Panel. She noted that the board was never opposed to the
97 panel, but legally could not comply with the recommendation because establishing a review panel required a
98 statutory change. She noted that the bill being presented, which their lobbyist presented himself to explain
99 the concerns, that the language presented required that the panel be composed of a certain number of

100 dentists and dental hygienist' but in doing so would make it impossible for the board to obtain a quorum
101 should a complaint or investigation proceed to a full board hearing.
102

103 Mrs. Shaffer-Kugel went on to discuss SB101, regarding botulinium toxins and the administration thereof, and
104 noted that the bill would only allow for a Nevada licensed Dentist to administer. She noted that a dentist
105 hygienist, a dental assistant, nor a medical assistant would be permitted to administer the toxin or other
106 facial injectables.
107

108
109 ***10. Adjournment** (For Possible Action)
110

111 Dr. Blasco called for a motion to adjourn.
112

113 **MOTION: Dr. Sanders moved that the May 12, 2017 meeting of the Nevada State Board of Dental**
114 **Examiners be adjourned. Motion was seconded by Dr. Champagne, and without discussion,**
115 **unanimously approved by the Board.**
116

117 Meeting adjourned at 10:10 a.m.
118

119
120
121 Respectfully Submitted by:

122 **DRAFT MINUTES**

123 **MAY 12, 2017**

124 _____
125 Debra Shaffer-Kugel, Executive Director
126

127 ***** THESE MINUTES BEING PROVIDED ARE DRAFT MINUTES AND ARE NOT TO BE USED**
128 **AS A FINAL ACCOUNT OF THE DISCUSSIONS AND ACTIONS TAKEN BY THE BOARD AT**
129 **THIS INDICATED MEETING. THESE DRAFT MINUTES ARE SUBJECT TO REVIEW, EDITING**
130 **AND OFFICIAL APPROVAL BY THE BOARD PURSUANT TO NRS 241.035.*****
131



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



Telephone Conferencing site for this meeting was at the Nevada State Board of Dental Examiners Office
 Conference Room: 6010 S Rainbow Blvd, Suite A1, Las Vegas, Nevada 89118

Telephone Conference

PUBLIC MEETING

Thursday, May 25, 2017
 5:32 p.m.

DRAFT

Board Meeting Agenda

Please Note: The Nevada State Board of Dental Examiners may hold board meetings via telephone conference call. The public was welcomed to attend the telephone conference meeting at the Board office located at 6010 S. Rainbow Blvd, Suite A1; Las Vegas, Nevada 89118.

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.

Public Comment time is available after roll call (beginning of meeting) and prior to adjournment (end of meeting). Public Comment is limited to three (3) minutes for each individual. You may provide the Board with written comment to be added to the record.

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.*

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

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

Dr. Timothy Pinther ("Dr. Pinther") -----PRESENT	Dr. R. Michael Sanders ("Dr. Sanders") -----PRESENT
Dr. Byron Blasco ("Dr. Blasco") -----PRESENT	Ms. Theresa Guillen ("Ms. Guillen") -----EXCUSED
Dr. Jason Champagne ("Dr. Champagne") --PRESENT	Ms. M Sharon Gabriel ("Ms. Gabriel") -----PRESENT
Dr. Gregory Pisani ("Dr. Pisani") -----PRESENT	Ms. Mary Teresa Chandler ("Ms. Chandler") ---PRESENT
Dr. Brendan Johnson ("Dr. Johnson") -----PRESENT	
Dr. Ali Shahrestani ("Dr. Shahrestani") -----PRESENT	

Others Present: Sophia Long, Deputy Attorney General/Board Co- Counsel; Debra Shaffer-Kugel, Executive Director.

Public Attendees: Howard Steffan, Nevada resident.

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

Mr. Steffan began his public comment regarding a complaint that he was demanding the board look into. Board Co-counsel, Ms. Long, interrupted Mr. Steffan to advise him that his comments were inappropriate as they would violate NRS 631, regarding the confidentiality of complaints that are remanded. Mrs. Shaffer-Kugel read the

61 statute into the record. After much discussion between Ms. Long and Mr. Steffan, Mr. Steffan ended his public
62 comment and disconnected from the telephone conference.

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

65
66 *3. New Business (For Possible Action)
67

68 *a. Consideration to Amend Paragraph 8(D) and 8(E) of the corrective action stipulation agreement
69 approved by the Board on January 20, 2017 with regards to reimbursement of investigative costs,
70 supplemental continuing education and the request for additional time to complete
71 (For Possible Action)
72

73 (1) Timothy Wilson, DDS
74

75 Mrs. Shaffer-Kugel noted to the Board that Dr. Timothy Wilson entered into a stipulation agreement with the
76 Board and that he was now asking to amend said stipulation agreement to allow for payment plan arrangements.
77 Mrs. Shaffer-Kugel noted to the Board that Dr. Wilson did make a payment of \$2500 earlier in the day at the board
78 office. She added that Dr. Wilson was asking for the remaining balance to be payable in two payments, and for an
79 extension of time to complete the required continuing education hours.
80

81 MOTION: Dr. Johnson made the motion to approve Dr. Timothy Wilson's request for an extension of fees due and
82 to complete his continuing education requirement until July 15, 2017. Motion was seconded by Dr. Sanders. All
83 were in favor of the motion.
84

85 *b. Approval for Board Members/Staff to be Members of the American Association of Dental Boards
86 (AADB) for fiscal year July 1, 2017 through June 30, 2018 –NRS 631.190 (For Possible Action)
87

- (1) Debra Shaffer-Kugel, Ex. Director
- (2) John P Kelleher, Esq. General Counsel
- (3) Ali Shahrestani, DMD
- (4) Timothy Pinther, DDS
- (5) Mary "Terri" Chandler, RDH
- (6) Gregory Pisani, DDS
- (7) R. Michael Sanders, DDS
- (8) [TBD]

1 MOTION: Dr. Pinther made the motion to approve all 7 individuals listed, with an opportunity for another Board
2 member to attend if interested. Motion was seconded by Dr. Pisani. All were in favor of the motion.
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5 4. Public Comment: (Public Comment is limited to three (3) minutes for each individual)
6

7 No public Comment.
8

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

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12 5. Announcements: Mrs. Shaffer-Kugel announced that the new licensing system would be up soon.
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14 *6. Adjournment (For Possible Action)
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16 A motion and a second were made to adjourn the meeting. All were in favor.
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19 Meeting Adjourned at 5:52 p.m.

20 Respectfully submitted by:
21

22 _____
23 Debra Shaffer-Kugel, Executive Director
24



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



Telephone Conferencing site for this meeting was at the Nevada State Board of Dental Examiners Office
 Conference Room: 6010 S Rainbow Blvd, Suite A1, Las Vegas, Nevada 89118

Telephone Conference

PUBLIC MEETING

Thursday, June 1, 2017

5:33 p.m.

DRAFT

Board Meeting Agenda

Please Note: The Nevada State Board of Dental Examiners may hold board meetings via telephone conference call. The public was welcomed to attend the telephone conference meeting at the Board office located at 6010 S. Rainbow Blvd, Suite A1; Las Vegas, Nevada 89118.

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.

Public Comment time is available after roll call (beginning of meeting) and prior to adjournment (end of meeting). Public Comment is limited to three (3) minutes for each individual. You may provide the Board with written comment to be added to the record.

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.*

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

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

Dr. Timothy Pinther ("Dr. Pinther") -----PRESENT	Dr. R. Michael Sanders ("Dr. Sanders") -----PRESENT
Dr. Byron Blasco ("Dr. Blasco") -----PRESENT	Ms. Mary Teresa Chandler ("Ms. Chandler") - PRESENT
Dr. Jason Champagne ("Dr. Champagne") --PRESENT	Ms. Theresa Guillen ("Ms. Guillen") -----PRESENT
Dr. Gregory Pisani ("Dr. Pisani") -----PRESENT	Ms. M Sharon Gabriel ("Ms. Gabriel") -----PRESENT
Dr. Brendan Johnson ("Dr. Johnson") ----- EXCUSED	
Dr. Ali Shahrestani ("Dr. Shahrestani") -----PRESENT	

Others Present: Sophia Long, Deputy Attorney General Co-Counsel; Debra Shaffer-Kugel, Executive Director.

Public Attendees: No public attendees.

2. Public Comment: (Public Comment is limited to three (3) minutes for each individual) No public comment.

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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)

***3. New Business** (For Possible Action)

***a. Consideration to Amend the corrective action stipulation agreement approved by the Board on September 18, 2015 which was amended on November 20, 2015 and on December 1, 2016 with regards to reimbursement of investigative costs and the request for additional time to complete** (For Possible Action)

(1) Erika J Smith, DDS

Mrs. Shaffer-Kugel noted to the Board that Dr. Smith presented herself to the office earlier in the day and paid her balance for the reimbursement of investigation costs. Furthermore, that she had also completed the CE's required. She noted lastly, that Dr. Smith's stipulation agreement was now fulfilled, therefore making this a non-actionable item.

***b. Consideration to accept or decline Contents Insurance Coverage through the State of Nevada** (For Possible Action)

Mrs. Shaffer-Kugel stated that they recently received a letter regarding carrying contents insurance, and that in reviewing the office lease, the Board is actually expected to carry such insurance per the current lease agreement. She advised that, legally, all the contents in the office belonged to the state, and therefore recommended that the Board consider obtaining such insurance coverage.

MOTION: Dr. Pinther made the motion to approve that the Board move forward with obtaining Contents Insurance Coverage through the State of Nevada. Motion was seconded by Dr. Pisani. All were in favor of the motion.

4. Public Comment: (Public Comment is limited to three (3) minutes for each individual) No public comment.

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)

5. Announcements: Mrs. Shaffer-Kugel announced that they will be scheduling a Budget and Finance Committee meeting soon.

***6. Adjournment** (For Possible Action)

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

Meeting Adjourned at 5:41 p.m.

Respectfully submitted by:

Debra Shaffer-Kugel, Executive Director

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

EDULOKA LIMITED
Dbas; inLumon
9645 Gateway Drive, Suite A
Reno, Nevada 89521
T: 775.324.0938
F: 1.206.338.2638
(800) 246-0541
Email: info@inlumon.com

(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 January 1, 2018 subject to Board of Examiners' approval to December 31, 2022, 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: SCOPE OF WORK
ATTACHMENT BB: INSURANCE SCHEDULE: And

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 total cost of \$ 134,000.00 (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses). The cost for each year of the contracted five years is as follows:

First Year:	\$2,100.00 per month
Second Year:	\$2,163.00 per month
Third Year:	\$2,227.89 per month
Fourth Year:	\$2294.73 per month
Fifth Year:	\$2363.57 per month

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?	_____	_____ <u>KB</u>
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____ <u>KB</u>
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____ <u>KB</u>
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____ <u>KB</u>
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)?	_____	_____ <u>KB</u>
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____ <u>KB</u>
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____ <u>KB</u>

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.

B. Kartha-Raj 5/19/17
Independent Contractor's Signature Date

PRESIDENT
Independent's Contractor's Title ~~President Graphic Imaging Services, Inc.~~
EDULOKA LIMITED

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 "Indemnatee") 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 Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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

- o 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 AA



**Nevada State Board of Dental
Examiners**

Implementation Plan
for
**Maintenance of Software
Application for the Nevada State
Board of Dental Examiners**

May 2017

Extracted from Original Proposal

Submitted by

inLumon

**www.inlumon.com
Email: info@inlumon.com
800-246-0541**

1 SUPPORT AND SERVICE LEVEL AGREEMENT

The Nevada State Board of Dental Examiners (NBDE) is looking to retain inLumon to maintain the new Licensing system provided by inLumon.

Our company is focused not only on attracting new customers, but also on keeping our existing customers happy and satisfied. Our program in terms of its application is extremely scalable and dependable. Our highly trained technical team continuously work on improving the applications by implementing the best practices and latest in technology. Our Research and development team is highly competent and is continuously exploring solutions to make the user experience even better and making sure the needs of our customers are fulfilled.

Support Services

- As per the needs and requirements of our clients, both on-site and off-site support service is provided
- The off-site support is carried on through remote login, telephone, e-mail, messenger, letters, etc. On-site support is provided by inLumon's technical staff by visiting the Office
- During the initial implementation phase, visit to the Customer location is a must! This is to make sure we understand your requirement to make your system operational and ready for use
- To ease out the implementation process, training sessions are provided to the customers
- inLumon will specifically support initially signed off requirement for the first 6 months as part of the initial acceptance. Additional functional programming requests may be subject to additional costs as determined at the time of the upgrade request(s).

SERVICE LEVEL AGREEMENT

The inLumon Service Level Agreement (SLA) and Support Plan Guide details the parameter of the Support Plans inLumon offers and what Customers should expect in terms of product and support services.

inLumon Support Desk Hours

The inLumon Support Desk operates from 7:00 AM to 6:00 PM Pacific Time, Monday through Friday except for federal holidays. Customers may use the inLumon Support Desk as a single point of contact for all support inquiries regarding inLumon products. The inLumon Support Desk provides first and second level diagnostic support including analysis of the issue, problem solving and resolution.

Support Ticket Prioritization

inLumon will prioritize Support tickets based on:

- The severity of the issue
- The urgency of the issue
- The effort involved in resolution

inLumon will work with the Customer to determine the appropriate Severity and priority.

Support Ticket Severity and Response Times

The table below describes the severity inLumon will associate with each support ticket.

The table also list the standard response time for each level of severity.

Severity	Description	Response Time
P1	<ul style="list-style-type: none"> • System crash, major system portion unusable and no reasonable workaround within application, irretrievable data loss • Requires immediate resolution and should be fixed in the next release or patch 	30 mins to 4 hours
P2	<ul style="list-style-type: none"> • Some portions of the system not working as intended/planned, resulting in noticeable deficiency or difficulty with allowing system use • Application is usable with functional restrictions and impacted operations • Workarounds should be provided and plan for next available patch release is created 	4 hours to 12 hours
P3	<ul style="list-style-type: none"> • Superficial defect and minor imperfection bug does not impede system functionality • Should be fixed in the next major release 	Within 48 hours
P4	<ul style="list-style-type: none"> • No impact on performance or usability and does not impede functionality • Should be reviewed for a future release 	48 hours to 96 hours

2 TERMS AND CONDITIONS

- The tasks, steps, techniques and tools that are proposed are based on the current level of understanding and technology levels prevailing in the project domain. The proposed approach will be validated and may have to be refined and modified for the actual project requirement after discussing with NBDE team.
- inLumon will start the project within one week of acceptance of proposal or signing of the contract.
- Acceptance criteria shall be mutually discussed and decided by NBDE and inLumon's Project Manager.
- inLumon and NBDE will come into an agreement to fulfill the scope and whenever there is change in scope, mutually will agree and the document same in the agreement as and when it arises. Any other product or service required during implementation or at a later date shall be covered under a separate agreement.
- Transactional cost associated with electronic payment (Credit Card, Debit Card, eCheck) if any, is the responsibility of NBDE and has to be discussed between NBDE and the bank.
- Implementation time may vary depending on NBDE requirement and other factors beyond inLumon and NBDE.
- If NBDE and inLumon consider that, due to existing circumstances, the achievement of agreed upon objectives are no longer possible at all or not to a satisfactory degree, services may terminate with a written notice of not less than sixty (60) days.
- Monthly rates are billed monthly at month beginning. Payment is required within 30 days from date of receipt of invoice; late invoices will be charged at 1.5% interest per month.
- On an annual basis, the support and/or subscription amount can be adjusted by 3% at inLumon's discretion.
- **Force Majeure:** inLumon shall be under no liability whatsoever on the occurrence of any Force Majeure event such as act of war, sabotage, strikes, fires, freight embargoes, floods, explosions, epidemics, orders of government or other duly constituted authority, any natural calamities or Act of God or other causes or events beyond the control and without the fault or negligence of Buyer (NBDE) or Seller (inLumon).

Summary of 2018 Dental Exam Format Changes

(revised 6/27/17)

Overview

The Dental exam will consist of the following required sections: Operative, Endodontics, and Comprehensive Treatment Planning (CTP). The Periodontal section remains part of the exam and is included in the full exam fee, but the Candidate may opt out during registration if the state to which they are applying for initial licensure does not require this procedure. The Periodontal section is not a required section of the WREB exam, but there is no additional fee to take it. It is included in the full exam fee. An optional Prosthodontic section will also be offered, if the state to which a Candidate is applying for initial licensure requires it. The Prosthodontic section is not a required section of the WREB exam, but there is no additional fee to take it. It is included in the full exam fee.

The CTP exam is a written exam that will be taken in the fall at a Prometric Testing Center. Windows to take the exam at Prometric are approximately six weeks long and are pre-assigned based on the site where the Candidate will take the clinical exam.

Exam Sections

Operative: This is a required section. The Candidate may complete up to two procedures to demonstrate competence on the Operative section. The procedures may be any of the following, in any combination:

- Direct Posterior Class II Composite
- Direct Posterior Class II Amalgam
- Indirect (cast gold inlay/onlay up to $\frac{3}{4}$ Crown)
- A Direct Anterior Class III Composite will remain an option as the second procedure only for state boards that require it.

If the Candidate is successful, (3.00 or higher), on the first procedure, the section is Passed, with no need to complete another procedure. If the first procedure scores below a 3.00, the Candidate may proceed with a second procedure, which will be averaged with the first procedure. For states requiring two Operative procedures, Candidates will have the option to complete a second procedure, even if the first procedure scored above a 3.00. The average of the two procedures must be 3.00 or higher to pass the section. If a second procedure is completed and the average scores below 3.00, the attempt is completed and reported as failing. In this instance, the Candidate must pay to retake the full Operative exam at a different site. No onsite retakes are available for Operative.

If needed, the second procedure may be completed on Clinic Days Two or Three.

Endodontics: This is a required section and will be completed on simulated teeth. Teeth mounted in sextants and preoperative radiographs will be provided to Candidates by WREB upon arrival in the simulation lab. Candidates are required to place and maintain the manikin in correct patient treatment position and remain articulated in correct vertical dimension. Universal precautions and a rubber dam are required for all endodontic treatment. Candidates are allotted three (3) hours to complete their treatment and postoperative radiographs. The sextants and radiographs are then submitted for



WREB

A National Dental and Dental Hygiene Testing Agency

23460 North 19th Avenue, Suite 210 • Phoenix, Arizona 85027

Phone: (623) 209-5400 • Fax: (602) 371-8131

www.wreb.org

dentalinfo@wreb.org

hygieneinfo@wreb.org

calibrated examiner scoring to published criteria. Candidates are allotted a thirty (30) minute set up period prior to the start of the exam. Required Endodontic procedures:

- Anterior– Graded on Access and Condensation
- Posterior– Graded on Access only

Candidates with a failing result in Endodontics will have the opportunity to retake the section at the same exam site on the third clinic day. Onsite retakes for Endodontics are not available on Clinic Days 1 or 2. Three hours will be allotted for the retake on Clinic Day 3 if the schools are willing to provide the simulation lab space. There is no additional fee for an onsite retake. If, for any reason, the section is not retaken onsite, the Candidate must pay to retake the section at a different site.

Periodontal Treatment: Initial Phase Treatment, S/RP subject to acceptance criteria. Candidates will have the choice to opt out of the periodontal section during registration if the state to which they are applying for initial licensure does not require this procedure. It remains part of the WREB exam and candidate results are reported to state dental boards unless the candidate removes it at application.

A retake of the Periodontal section may be taken onsite on Clinic Days Two or Three, if applicable. There is no additional fee for an onsite retake. If, for any reason, the section is not retaken onsite, the Candidate must pay to retake the section at a different site.

Prosthodontics: Simulated preparation of two abutments to support a posterior three-unit fixed partial denture prosthesis and preparation of an anterior tooth for a full-coverage ceramic crown. The preparations are performed on simulated teeth set in arches with simulated gingival tissue mounted in an articulator or manikin. Candidates will prepare a maxillary central incisor for an All Ceramic Crown (ACC) restoration. The posterior three-unit fixed partial denture prosthesis will replace a missing tooth in an upper quadrant. For example, if the missing tooth is #4; the tooth to be prepared as the anterior abutment for the fixed partial denture will be #5, and the tooth to be prepared as the posterior abutment for the fixed partial denture will be #3. Candidates are monitored to ensure they work independently, observe universal precautions, and work in a manner that simulates performing procedures on a patient, including that they maintain proper patient head position and normal vertical dimension. The prosthodontic preparations are completed in a single day during a time slot assigned for this purpose. Candidates are allotted three (3) hours to complete their prosthodontic preparations, and are given thirty (30) minutes prior to start of the exam to set up their unit, mount their arches and prepare to begin. Candidates can choose to opt into the prosthodontic section during registration if the state to which they are applying for initial licensure requires this procedure. The Prosthodontic section is not part of the WREB Dental Examination unless the candidate adds it at the time of application.

Candidates with a failing result in Prosthodontics will have the opportunity to retake the section at the same exam site on the third clinic day. Onsite retakes for Prosthodontics are not available on Clinic Days 1 or 2. Three hours will be allotted for the retake on Clinic Day 3 if the schools are willing to provide the simulation lab space. There is no additional fee for an onsite retake. If, for any reason, the section is not retaken onsite, the Candidate must pay to retake the Prosthodontic section at a different site.

Comprehensive Treatment Planning (CTP): This is a required section. The Comprehensive Treatment Planning (CTP) examination is a computer-based examination administered at Prometric test centers. The exam consists of three (3) patient cases of varying complexity, one of which is a pediatric patient. For each

Revised 6/27/17



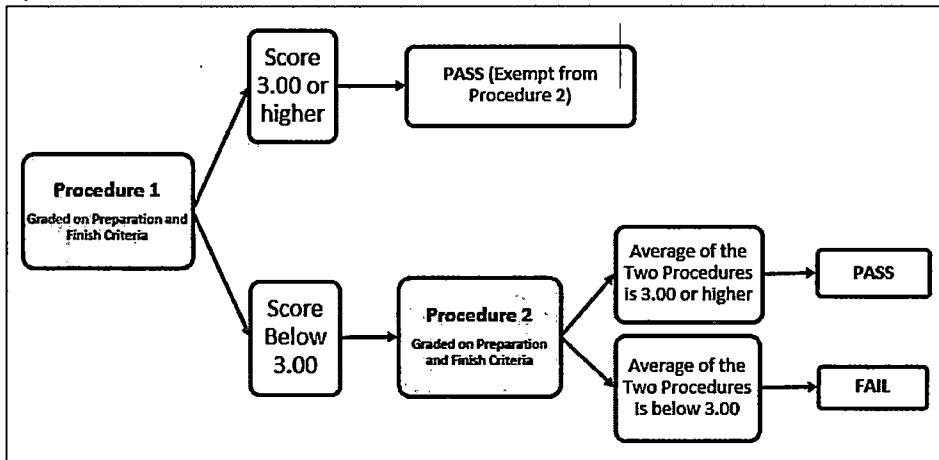
case, Candidates assess patient history, photographs, radiographs, and clinical information in order to create and submit a treatment plan. Candidates are required to answer questions with constructed responses and perform tasks related to each case such as appropriate pharmacy prescriptions and case specific dental laboratory work authorizations, when required. Candidates are allowed three (3) hours to complete the CTP exam. A 15-minute tutorial is provided prior to the beginning of the examination. Candidate scoring is completed by calibrated examiners utilizing published scoring criteria rating scales.

Clinical Exam Schedule

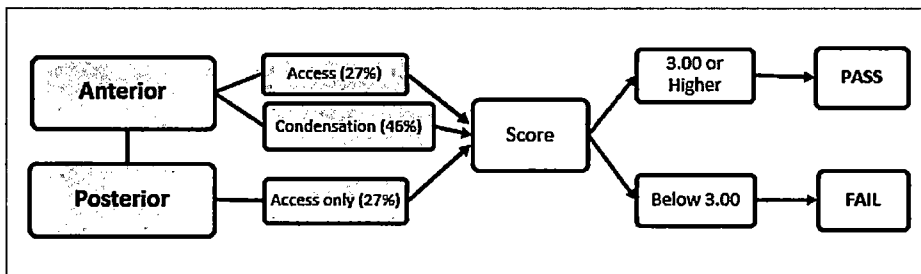
The clinical exam will consist of one Orientation Day and two clinical days starting at 8:00 am and ending at 4:00 pm, plus a third half day starting at 8:00 am and ending at 11:00 am. Provisional results will be posted at the end of each clinic day. The initial Operative and Periodontal procedures must be started on Clinic Days 1 or 2. Endodontics, (and Prosthodontics if taken), are scheduled sections and will be scheduled on Clinic Days 1 or 2. The third half day will be reserved for onsite retakes or operative second procedures only.

Passing Requirements

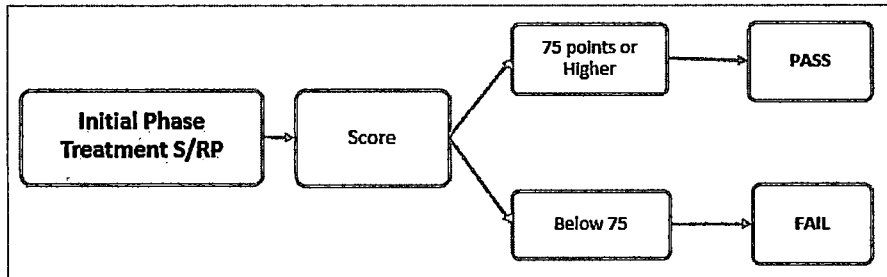
Operative



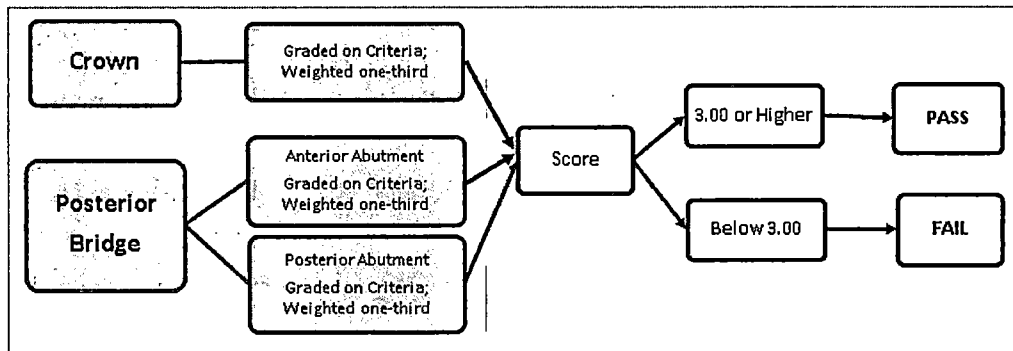
Endodontics



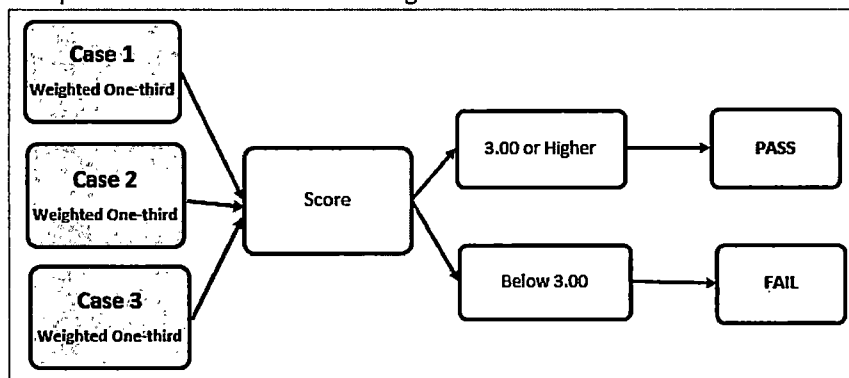
Periodontal Treatment



Prosthodontics



Comprehensive Treatment Planning



Candidate results of any completed section, pass or fail, (initial or retake) are reported to state dental boards.



Successful completion of the WREB core examination requires passing the Operative, Endodontics and Comprehensive Treatment Planning sections. Individual state licensing bodies may also require passing performance on the Periodontal and/or Prosthodontic examinations.

Core Examination

OPERATIVE
Univ of Missouri, Kansas City 04/03/2016
PASS

ENDODONTICS
Univ of Missouri, Kansas City 04/03/2016
PASS

COMPREHENSIVE TREATMENT PLANNING
Univ of Missouri, Kansas City 04/03/2016
PASS

Elective Sections*

PERIODONTAL
Univ of Missouri, Kansas City 04/03/2016
FAIL

PROSTHODONTICS
N/A

*Passing performance on the Periodontal and/or Prosthodontics sections is not required for successful completion of the WREB core examination. Individual state licensing bodies may also require passing performance on one or both of these elective examinations.

Please note that WREB sends group performance reports to WREB member state boards only. If you are applying for licensure in a non-member state that requires scores be sent directly from WREB, you will need to complete a score request form found on our website at www.wreb.org.

For a listing of WREB member states and states accepting WREB, visit our website at www.wreb.org. For more information on licensure, visit the American Association of Dental Boards website at www.dentalboards.org.

WREB is a testing agency only, and therefore, its employees cannot answer your questions regarding licensure.

IMPORTANT DOCUMENT - MAINTAIN FOR YOUR RECORDS



June 29, 2017

*Via U.S. Mail and
Electronic Mail*

Debra Shaffer-Kugel
Executive Director
Nevada State Board of Dental Examiners
6010 S Rainbow Blvd, Suite A1
Las Vegas, NV 89118

7900

WEST

SAHARA

RE: Nevada State Board of Dental Examiners/Carla LaLande, DMD
Our File No : 2059.1
NVBDE File: 74127-03184

SUITE 200

LAS VEGAS, NEVADA

Dear Ms. Shaffer-Kugel:

89117

Please allow this correspondence to serve as Dr. Lalande's request to amend the stipulation reached between Dr. Lalande and the Medical Board approved by the Board on March 24, 2017. Per my discussion with Mr. Kelleher, I am writing to formally request the agreement to be amended to include the following:

TELEPHONE: 702.832.5909

FACSIMILE: 702.832.5910

"The Board is satisfied with Dr. Lalande's response to this investigation and measures taken to ensure proper medical records destruction and securing of records by electronic means. Dr. Lalande now employs exclusively electronic medical records, has trained all employees on HIPAA with annual supplemental reviews, and testing to confirm understanding of proper records destruction, moving all paper records to Iron Mountain which is a HIPAA compliant facility, additional training for managers and supervisors regarding HIPAA, and a thorough IT analysis to determine computers, hardware, and software are HIPAA compliant. Accordingly, the Board and Dr. Lalande have agreed to suspend the remainder of the probation period agreed to in the stipulation between Dr. Lalande and the Board and approved by the Board on March 24, 2017. Effective upon approval of this amendment by the Board, Dr. Lalande's license to practice will no longer be under probation.

The Board and Dr. Lalande agree that if there are any further disciplinary actions taken by the Board against Dr. Lalande within the next two years, the remainder of the probation period will be added to any such disciplinary action. If there are no further disciplinary actions against Dr. Lalande within the next two years, the probation period will not be added to any subsequent discipline and this matter shall be deemed closed."



As discussed with Mr. Kelleher, please present this proposal to the Board when it meets again on July 21, 2017.

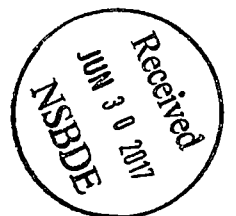
If you have any questions or wish to discuss this further, please do not hesitate to contact me.

Very truly yours,

Michael D. Navratil/Gy
Michael D. Navratil, Esq.

/mn

Cc: John Kelleher, Esq.



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

June 14, 2017

Jay K Selznick. DMD, MD



Dear Dr. Selznick,

The Nevada State Board of Dental Examiners is in receipt of your request for an advisory opinion regarding whether it is permissible for a person licensed as an Oral & Maxillofacial Surgeon to provide denture treatments pursuant to either NRS 631.250 and/or NRS 631.255. This matter will be noticed before the Board at the next regularly scheduled meeting to be held on Friday July 21, 2017 at 9:00 a.m. This meeting will be held at the Board's office located at 6010 South Rainbow Boulevard, Suite A-1, Las Vegas, Nevada 89118.

Your present is required to address any questions the Board Members may have regarding this request and the supporting documentation submitted.

Should you have additional questions, please do not hesitate to contact me at (702) 486-7044 ext. 23.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra".

Debra Shaffer-Kugel, Executive Director
Nevada State Board of Dental Examiners

Cc. File



Nevada 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

6/13/2017

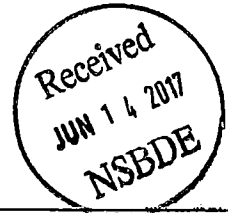
PETITION FOR ADVISORY OPINION

Applicant/Licensee: JAY K. SELZNICK Date: 6/13/17
 Address: 2500 W. SAHARA AVE. Suite No. # 202
 City: LAS VEGAS State: NV Zip Code: 89102
 Telephone: (702) 436-9090 Fax: (702) 436-8535 Email: [REDACTED]

In the matter of the petition for an advisory opinion of NRS & NAC Chapter 631:

This request is for clarification of the following statute, regulation, or order:
 (Identify the particular aspect thereof to which the request is made.)

Note: If you require additional space you may attach separate pages to the petition form.



My Specialty Lic. # is 52-22.
PART OF RESTORING FUNCTION TO THE MOUTH/FACE IS MAKING
PUD'S + FUD'S - I AM UNIQEELY QUALIFIED TO
PROVIDE THIS SERVICE. FOR MY RURAL NEVADA OFFICES,
ELKO & PARRISH, I WOULD LIKE TO REQUEST TO PROVIDE
THIS DENTAL SERVICE FOR MAXIMUM PATIENT OUTCOMES.

The substance and nature of this request is as follows:
 (State clearly and concisely petitioner's question.)

Note: If you require additional space you may attach separate pages to the petition form.

THERE ARE NOT ENOUGH PRACTITIONERS AVAILABLE
IN RURAL COUNTIES (ACCESS TO HEALTHCARE), TO
PROVIDE THIS DENTAL SERVICE -
PLEASE RESPECT PATIENT NEEDS. I RESPECTFULLY
ASK TO BE ALLOWED TO PROVIDE PROSTHETIC SERVICES
AS PART OF OML SURGERY & PATIENT CARE NEEDS -

(Please submit any additional supporting documentation with the petition form)

Wherefore, applicant/licensee requests that the Nevada State Board of Dental Examiners grant this petition and issue an advisory opinion in this matter.

Thank you -

[Signature] 2893 (52-22)
 Applicant/Licensee Signature

cc: DEBRA STAFFOR-KUGEL, Executive Director

RE: Dr. Selznick/Dental Services Access

From: Chuck Damon <chuck.damon@dhcfp.nv.gov>
To: 'jay'
Subject: RE: Dr. Selznick/Dental Services Access
Date: May 2, 2017 7:19 AM

Hello Dr Selznick,

I received your email. I will forward it to my administration. Once I hear something back I will let you know.

Thank you,

Chuck

Charles (Chuck) F. Damon, RN
Health Care Coordinator II - Nurse
Nevada Department of Health and Human Services
Division of Health Care Financing and Policy | Policy Development and Program
Management - Dental Program
1100 E. William Street, Ste. 101 | Carson City, NV 89701
T: (775) 684-3771 | F: (775) 684-3762 | E: chuck.damon@dhcfp.nv.gov
<http://dhhs.nv.gov/> | <http://dhcfp.nv.gov/>

Helping People. It's who we are and what we do.

Find help 24/7 by dialing 2-1-1; texting 898-211; or visiting www.nevada211.org

NOTICE: This message and accompanying documents are covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. Violations may result in administrative, civil, or criminal penalties. If you have received this communication in error, please notify sender immediately by e-mail, and delete the message.

-----Original Message-----

From: jay [mailto:]
Sent: Monday, May 01, 2017 6:57 PM



6/13/2017

RE: Dr. Selznick/Dental Services Access

To: Chuck Damon
Subject: Dr. Selznick/Dental Services Access

Good evening Chuck.

I am writing to you for your help. I would like to be allowed to make Dentures, and Partial Dentures for those Nevadans that are incapable of receiving the quality of healthcare they deserve and need.

I need a letter from you, addressed to the Nevada State Board of Dental Examiners, informing them that I am a provider with Medicaid (Dentist-22, specialist 080). The board needs you state that I, as a specialist, am allowed to help the patients receive dentures in the underserved regions of the state in which access to healthcare is very problematic.

My NPI # is [REDACTED]

I am a licensed Dentist NV2893. I am a specialist in Oral & Maxillofacial Surgery S2-22.

I have 25 years of experience.

Specialists in Oral Surgery must practice within the scope of their specialty.

Dentures fall into the category of treating the Oral & Maxillofacial functional aspects of Dental Health. Re-establishing the ability to speak, chew and eat nutritiously, and obtain self esteem. Restoration of the patient with dentures also treats Temporomandibular (jaw joint) pain, facial pain and dysfunction.

I am very skilled at making dentures.

I have had a NYE county location for 15 years, and an Elko County location for 4 years.

The most recent Monitoring for Healthcare Access for Nevada Medicaid Beneficiaries is alarming. In the following counties I could make a tremendous difference in providing denture services:

Elko
Humbolt
White Pine
Lander
Pershing
Nye
Eureka



These counties total close to 35,000 Medicaid lives. All in rural Nevada and within

6/13/2017

RE: Dr. Selznick/Dental Services Access

difficult access ranges to dentists that are Medicaid providers.

There are so few Dentists that take Medicaid in these counties that I know I can make an enormous difference in the lives of so many Nevadans.

The state Board meets this week. The Executive Director, Debra Shaffer-Kugel can put my request to be able to make dentures as an Oral Surgeon on the agenda for this week if she receives the letter from you by Thursday afternoon. They can approve my request to make dentures at this week's board meeting if they have this supporting letter.

Her email is dashaffer@nsbde.nv.gov

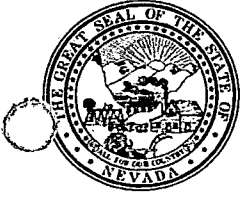
Please let me know if you have any questions.

I appreciate and thank you in advance.

Regards,

Dr. Jay Selznick





Nevada State Board of Dental Examiners

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APPLICATION TO REACTIVATE AN INACTIVE / RETIRED LICENSE

Name Trinidad J Guillen Current Phone [REDACTED]
Complete Mailing Address [REDACTED]

I, _____, wish to reactivate my inactive Dental Dental Hygiene (circle one) license number 1026 which was placed on inactive/retired status on 7-1-2013. I certify (choose one below):

I have maintained an active license and practice (active license and working) outside the state of Nevada during the period my Nevada license has been **inactive**;

Requirements for reactivation are:

1. Payment of the reactivation fee of **\$300.00** in addition to the current active license fees. You will need to contact the Board office for confirmation of the correct fees to pay;
2. Provide a list of employment during the time the Nevada license was inactive;
3. Submit proof of current CPR certification (online certification is NOT acceptable);
4. Submit proof of completion of continuing education credits as follows (courses must be completed within the previous 12 months):
 - a. For Dentists reactivating, 20 credit hours are required (of those 20, a minimum of 14 MUST be live-instruction and a minimum of 2 must be in infection control);
 - b. For Hygienists reactivating, 15 credit hours are required (of those 15, a minimum of 10.5 MUST be live-instruction and a minimum of 2 must be in infection control);
5. Provide a current self query report from the National Practitioners Data Bank;
6. Provide certification from each jurisdiction in which you currently hold a license (expired, inactive, retired, etc.) to practice dentistry or dental hygiene, that the license is in good standing and that no proceedings which may affect that standing are pending;
7. Provide letters of recommendation from two (2) licensed dentists;

I have not maintained an active license and practice (no active license and not working) for one or more years outside the state of Nevada during the period my Nevada license has been **inactive or retired**;

Requirements for reactivation are:

1. For licenses on inactive/retired status for less than 2 years:
 - a. Complete items (1) through (5) above.
2. For licenses on inactive/retired status for 2 years or more:
 - a. Complete items (1) through (5) above;
 - b. Pass such additional examinations for licensure as the Board may prescribe.

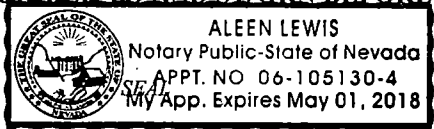


I certify that during the period of July 1-2015 through June 30, 2017 (the period my license was inactive/retired), I had [REDACTED] filing(s) or service or claim(s) or complaint(s) of malpractice or disciplinary action(s) in any jurisdiction outside the State of Nevada. **FULL DISCLOSURE OF EACH SUCH CASE MUST BE ENCLOSED WITH THIS REACTIVATION APPLICATION.**

I authorize and empower the Nevada State Board of Dental Examiners or its agent to contact any person, firm, service, agency, or the like to obtain information deemed necessary or desirable by the Board to verify any information contained in my application to reactivate my inactive/retired license based upon this affidavit. I acknowledge I have a continuing responsibility to update all information contained in this application until such time as the Board takes action on this application. Failure of an applicant to update the information prior to final action of the Board is grounds for subsequent disciplinary action.

SIGNATURE OF LICENSEE [Signature] DATE June 13, 2017

SUBSCRIBED TO AND SWORN BEFORE ME, this 13th day of June, 2017.



[Signature] Churchill, Nevada
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PD \$300 ✓ 20125
\$400 cc 08172
6/29



Nevada State Board of Dental Examiners

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VOLUNTARY SURRENDER OF LICENSE

STATE OF Nevada

COUNTY OF Clark

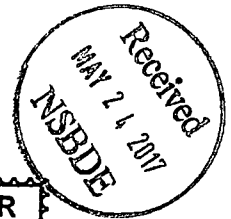
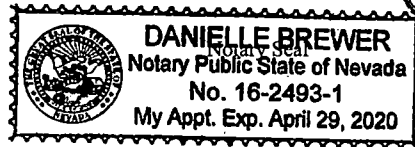
I, Larry E. McEntire, hereby surrender my Nevada
Dental /Dental Hygiene (circle one) license number Gv 63707C on _____ day of
5-19, 20 17.

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.

Larry E. McEntire AAS
Licensee Signature

05/19/2017
Date

Danielle Brewer
Notary Signature



~~Licensee Current Mailing Address:~~ [Redacted]
~~Home Phone~~ [Redacted] ~~Cell Phone:~~ [Redacted]



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0540

VOLUNTARY SURRENDER OF LICENSE

STATE OF Nevada

COUNTY OF Washoe



I, Whitney Baker Hackstaff, DDS, hereby surrender my Nevada
Dental/Dental Hygiene (circle one) license number 540 on 16 day of
May, 2017.

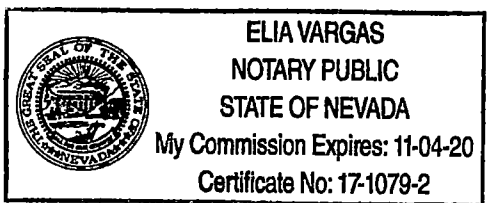
By signing this document, I understand, pursuant to Nevada Administrative Code (NAC) 631.160, the surrender of this license is absolute and irrevocable. Additionally, I understand that the voluntary surrender of this license does not preclude the Board from hearing a complaint for disciplinary action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

Whitney Baker Hackstaff
Licensee Signature

5-16-17
Date

Notary Seal

[Signature]
Notary Signature



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

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



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VOLUNTARY SURRENDER OF LICENSE



STATE OF NEVADA

COUNTY OF WASHOE

I, LOUIS JOSEPH PATETTA JR., D.D.S., hereby surrender my Nevada
(Dental)/Dental Hygiene (circle one) license number 887 on 24th day of
MAY, 2017.

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.

Joseph Patetta Jr.
Licensee Signature

MAY 24, 2017
Date

Jenny Kanekoa
Notary Signature

Notary Seal



Licensee Current Mailing Address: [REDACTED]

Home Phone [REDACTED] Cell Phone: [REDACTED]



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VOLUNTARY SURRENDER OF LICENSE

STATE OF CA.

COUNTY OF SANTA CLARA

I, Derick Wang, hereby surrender my Nevada
Dental /Dental Hygiene (circle one) license number 3-269C on 23 day of
May, 2017.

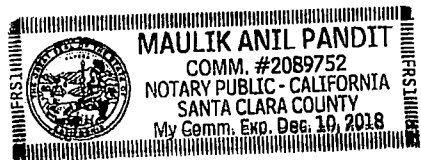
By signing this document, I understand, pursuant to Nevada Administrative Code (NAC) 631.160, the surrender of this license is absolute and irrevocable. Additionally, I understand that the voluntary surrender of this license does not preclude the Board from hearing a complaint for disciplinary action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

[Signature]
Licensee Signature
5-23-17

Date

Mandit
Notary Signature

Notary Seal



Licensee Current Mailing Address: [Redacted]

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

State of California County of
SANTA CLARA

Subscribed and sworn to (or affirmed)

before me on this 23 day of MAY, 2017, by
DERICK WANG
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature Mandit

(Seal)



Nevada State Board of Dental Examiners

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VOLUNTARY SURRENDER OF LICENSE



STATE OF NV

COUNTY OF Carson City

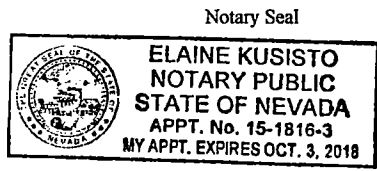
I, Robert W Baurer, hereby surrender my Nevada
Dental /Dental Hygiene (circle one) license number 685 on 18 day of
April, 2017.

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.

[Signature]
Licensee Signature

4/20/2017
Date

Elaine Kusisto
Notary Signature



Licensee Current Mailing Address: [Redacted]

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



Nevada State Board of Dental Examiners

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VOLUNTARY SURRENDER OF LICENSE

STATE OF New York
COUNTY OF NASSAU

I, Tara Boshnack, hereby surrender my Nevada
Dental/Dental Hygiene (circle one) license number 6271 on 6 day of
June, 2017.

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.



[Signature]
Licensee Signature

6/14/17
Date

[Signature]
Notary Signature

JOANNE D MANKIEWICH-PI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6163302
Qualified in Nassau County
My Commission Expires March 19, 2019

Licensee Current Mailing Address: [Redacted]

Home Phone [Redacted] Cell Phone [Redacted]



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VOLUNTARY SURRENDER OF LICENSE



STATE OF Nevada

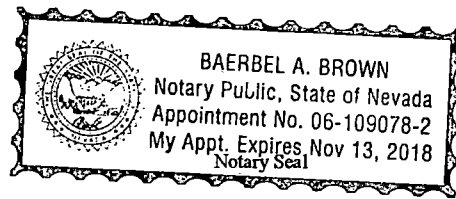
COUNTY OF Washoe

I, Michael Marti Day, hereby surrender my Nevada
Dental /Dental Hygiene (circle one) license number 983 on 7th day of
June, 2017.

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.

Michael Marti Day
Licensee Signature

6-7-17
Date



Baerbel A. Brown
Notary Signature

Licensee Current Mailing Address: _____

Home Phone _____ Cell Phone: _____



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VOLUNTARY SURRENDER OF LICENSE



STATE OF WA

COUNTY OF King

I, Jennifer Harden Ginn, hereby surrender my Nevada

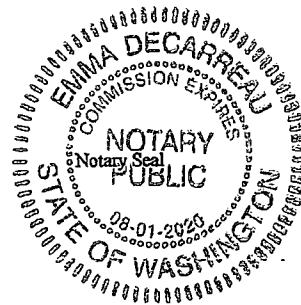
Dental Dental Hygiene (circle one) license number _____ on 23 day of June, 2017.

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.

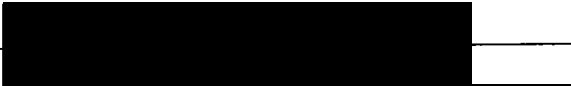
Jennifer Ginn
Licensee Signature

6/23/2017
Date

[Signature]
Notary Signature



Licensee Current Mailing Address:



Home Phone



Cell Phone:





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VOLUNTARY SURRENDER OF LICENSE

STATE OF Nevada

COUNTY OF _____

I, Junghun Ji, hereby surrender my Nevada
Dental Dental Hygiene (circle one) license number 6580 on 19th day of
June, 2017.

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.

[Signature]
Licensee Signature

6/19/17
Date

Notary Seal



Notary Signature

Licensee Current Mailing Address:



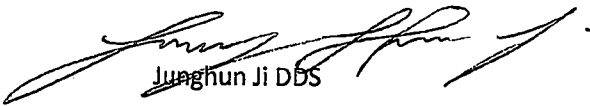
Home Phone _____

Cell Phone: [Redacted]

To Nevada Dental Board

I'm Dr. Junghun Ji. My License# is 6580. I practiced in Reno from 2014 fall to early summer of 2016. And then I moved to my home state Oregon to be with my family. So at this point I am not likely to coming back to Nevada. I would like to voluntarily surrender my license. I got E-mail notice saying I need to complete Bioterrorism CE. I ask you to please waive the requirement for me.

Its been good two years working in Nevada. I thank board and staff for all the help I got.


Junghun Ji DDS

6/19/17





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VOLUNTARY SURRENDER OF LICENSE

STATE OF CALIFORNIA

COUNTY OF SUTTER

I, Otis B. Kittle, DDS, hereby surrender my Nevada
Dental/Dental Hygiene (circle one) license number 0964 on 20th day of
June, 2017.

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.

Otis B. Kittle
Licensee Signature

6/20/17
Date

Jill Hansen
Notary Signature



Notary Seal



Licensee Current Mailing Address: [Redacted]

Home Phone [Redacted] Cell Phone: [Redacted]



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VOLUNTARY SURRENDER OF LICENSE



STATE OF Nevada
COUNTY OF Clark

I, Carmen A. Fernandez, hereby surrender my Nevada
Dental (Dental Hygiene) (circle one) license number 3206 on 30th day of
June, 2017. 57-21

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.

[Signature]
Licensee Signature

June 19, 2017
Date

Notary Seal

see notary attachment
Notary Signature

Licensee Current Mailing Address:



Home Phone



Cell Phone:

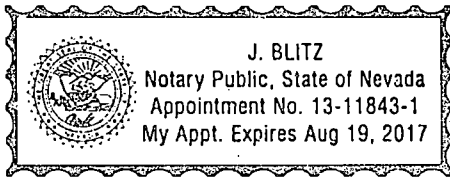


NEVADA INDIVIDUAL ACKNOWLEDGMENT
NRS 240.166



State of Nevada }
County of Clark } ss.

This instrument was acknowledged before me
on June 19, 2017 by
Date



Carmen A. Fernandez (i)
Name of Signer No. 1

(and

No additional signers)
Name of Signer No. 2 (if any)

Place Notary Seal and/or Stamp Above

[Signature]
Signature of Notary Public

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.

Description of Attached Document

Title or Type of Document: Voluntary Surrender of License
Document Date: N/A Number of Pages: 1
Signer(s) Other Than Named Above: No additional signers



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VOLUNTARY SURRENDER OF LICENSE



STATE OF Nevada

COUNTY OF Washoe

I, Mark Sampse, hereby surrender my Nevada
Dental Dental Hygiene (circle one) license number 2205 on 30 day of
June, 2017.

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.

Mark Sampse
Licensee Signature

6/1/17
Date

[Signature]
Notary Signature

Notary Seal
GERALDINE R. NATHAN
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF WASHOE
Comm. No. 17-2172-2
My Comm. Expires 02-24-2021

Licensee Current Mailing Address: [Redacted]

Home Phone [Redacted] Cell Phone: [Redacted]



Nevada State Board of Dental Examiners

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VOLUNTARY SURRENDER OF LICENSE

STATE OF California

COUNTY OF Los Angeles

I, Erin Ma, hereby surrender my Nevada
Dental Dental Hygiene (circle one) license number 6528 on 9th day of
MAY, 2017.

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.

[Signature]
Licensee Signature

May 9th, 2017
Date

[Signature]
Notary Signature



please see the attached Acknowledgment Notary I.C.

Licensee Current Mailing Address: [Redacted]

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



02/2013



Nevada State Board of Dental Examiners

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VOLUNTARY SURRENDER OF LICENSE

STATE OF Nevada

COUNTY OF Las Vegas

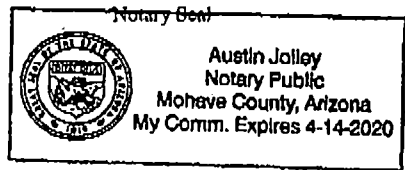
I, Rebecca Lavene, hereby surrender my Nevada
Dental /Dental Hygiene (circle one) license number S4-98C on 19th day of
April, 2017. on 5th day of May 2017.

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.

Rebecca Ann Lavene
Licensee Signature

4/19/2017 May 5, 2017
Date

[Signature]
Notary Signature



Licensee Current Mailing Address: [REDACTED]
Home Phone [REDACTED] Cell Phone: [REDACTED]



2017 Legislative Session in Review

You may download the bill information by visiting www.leg.state.nv.gov

AB 474– AN ACT relating to drugs; requiring certain persons to make a report of a drug overdose or suspected drug overdose; revising provisions concerning the computerized program to track each prescription for a controlled substance; revising provisions governing the accessibility of health care records in certain investigations; requiring an occupational licensing board that licenses certain practitioners who are authorized to prescribe controlled substances to review and evaluate information and impose disciplinary action in certain circumstances; authorizing such an occupational licensing board to suspend the authority of a practitioner to prescribe, administer or dispense a controlled substance in certain circumstances; imposing certain requirements concerning the prescription of a controlled substance; revising the required contents of certain written prescriptions; providing a penalty; and providing other matters properly relating thereto. –For the purpose of adopting regulations necessary to carry out the provisions of this act and on January 1, 2018.

SB69 (under Chapter 622)– AN ACT relating to state government; requiring certain regulatory bodies to adopt regulations governing the issuance of a license by endorsement to a natural person who holds a comparable license issued by the District of Columbia or any state or territory of the United States and meets certain other requirements; prohibiting the appointment as a member of a regulatory body of a person who has served as a member for 12 years or more under certain circumstances; revising provisions relating to the payment of fees for legal services on a contingent basis; and providing other matters properly relating thereto. Sections 1 to 8.5, inclusive, and 10 to 14, inclusive, effective June 9, 2017. Section 9.5 effective on July 1, 2017, if and only if Senate Bill No. 516 of this session is enacted by the Legislature and approved by the Governor. Section 9 effective on the date on which the provisions of 42 U.S.C. § 666 requiring each state to establish procedures under which the state has authority to withhold or suspend, or to restrict the use of professional, occupational and recreational licenses of persons who have failed to comply with a subpoena or warrant relating to a proceeding to determine the paternity of a child or to establish or enforce an obligation for the support of a child; or are in arrears in the payment for the support of one or more children, (are repealed by the Congress of the United States.

SB 101 – (under Chapter 454 & Chapter 631) AN ACT relating to professions; prohibiting the injection of neuromodulators derived from *Clostridium botulinum*, neuromodulators that are biosimilar to or the bioequivalent of such neuromodulators and dermal and soft tissue fillers by certain persons and under certain conditions; authorizing the imposition of professional discipline against persons who violate such a prohibition; requiring certain persons to receive training before injecting neuromodulators derived from *Clostridium botulinum*, neuromodulators that are biosimilar to or the bioequivalent of such neuromodulators or dermal or soft tissue fillers; providing penalties; and providing other matters properly relating thereto—Approved by the Governor effective July 1, 2017

SB 256 (under Chapter 631) AN ACT relating to dentistry; requiring the Board of Dental Examiners of Nevada to appoint a panel to review investigations and informal hearings conducted by an investigator of the Board; requiring the review and consideration of the findings and recommendations of a review panel before disciplinary action is taken against a person; and providing other matters properly relating thereto.—Effective May 26, 2017 for the purpose of adopting any regulations and performing any other preparatory administrative tasks that are necessary to carry out the provisions of this act; and on January 1, 2018, for all other purposes.