

NEVADA STATE BOARD  
of  
DENTAL EXAMINERS



BOARD MEETING &  
PUBLIC HEARING

MARCH 23, 2018

9:00 A.M.

**PUBLIC BOOK**

PLEASE DO NOT REMOVE BOOK FROM OFFICE

# Draft Minutes



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**

**DRAFT**

Friday, January 19, 2018  
 9:00 a.m.

**Board Meeting, Workshop and Public Hearings 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).

Persons wishing to comment may appear at the scheduled workshop/hearing or may address their comments, data, views, arguments or small business impact in written form to: **Nevada State Board of Dental Examiners, 6010 S. Rainbow Blvd, A-1, Las Vegas, Nevada 89118, Attn: Debra Shaffer-Kugel, Executive Director; FAX number (702) 486-7046; e-mail address nsbde@nsbde.nv.gov.** Written submissions must be received by the **NEVADA STATE BOARD OF DENTAL EXAMINERS** on or before **January 12, 2018** in order to make copies available to members and the public.

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.

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

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

Dr. 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. M Sharon Gabriel ("Ms. Gabriel") -----PRESENT
Dr. Jason Champagne ("Dr. Champagne") -PRESENT	Ms. Betty Pate ("Ms. Pate") -----PRESENT
Dr. Gregory Pisani ("Dr. Pisani") -----PRESENT	Ms. Yvonne Bethea ("Ms. Bethea") -----PRESENT
Dr. Brendan Johnson ("Dr. Johnson") -----PRESENT	Ms. Nikki Harris ("Ms. Harris") -----PRESENT
Dr. Ali Shahrestani ("Dr. Shahrestani") -----PRESENT	

**Others Present:** Melanie Bernstein Chapman, Board General Counsel; Debra Shaffer-Kugel, Executive Director.

**Public Attendees:** Brian Reeder, NDA; Rick Dragon, NDA; Lancette VanGuilder, NDHA/Future Smiles; Marke Funke, NDA; Chantalle Funke, NDA; Rick Thiriot, DDS, UNLV SDM; Ray Gates, Esquire, LTGL; Leslie Kotler, DMD; Robert Talley, NDA; Heather Medam, NEA Dentistry; Albert Castellán, DDS.

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

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There was 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)

**\*3. Election of Officers** - NRS 631.160 (For Possible Action)

\*(a) President (For Possible Action)

Board Member Blasco mentioned the statutory requirement to elect officers at the first meeting of each calendar year. Board Member Pinther made a motion to elect Byron Blasco, DMD President of the Board. Motion was seconded by Board Member Pisani.

Motion: Board Member Pinther  
Seconded: Board Member Pisani  
Discussion: No discussion  
Motion Passes

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

Board Member Sanders made a motion to elect Jason Champagne, DDS as the Board's Secretary Treasurer. Motion was seconded by Board Member Gabriel.

Motion: Board Member Sanders  
Seconded: Board Member Gabriel  
Discussion: No discussion  
Motion Passes

**\*4. Public Workshop:** (For Possible Action)

**Notice of Public Workshop, Request for Comments and review of Nevada Administrative Code Chapter 631 related to the practice of dentistry and dental hygiene and proposed regulation(s) regarding SB 256 (Review Panel) and change to NAC 631.395 (Participation of Investigator).**

**The purpose of the workshop is to receive comments from all interested persons and to consider the review of Nevada Administrative Code Chapter 631 and regulation changes and amendments. The general topics include the following; proposed regulation(s) regarding SB 256 (Review Panel) and change to NAC 631.395 (Participation of Investigator).**

Review and Discussion was held regarding the draft proposed regulations pertaining to SB 256 which was enacted by the Legislature to add a Review Panel to the investigative process. The proposed regulations define the duties and processes of the Review Panel for action that may be taken by the Board in the future. General Counsel for the Board explained the proposed regulations to the Board Members and Public. Board Members Sanders had questions pertaining to the negotiations of stipulation agreements. Board Members Pinther requested information on who will serve on the Review Panel(s).  
Board Member Pisani made a motion to approve the proposed regulations with no changes  
Motion was seconded by Board Member Pinther

Motion: Board Member Pisani

112 Seconded: Board Member Pinther  
113 Discussion: No discussion  
114 Motion Passes

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116 **\*5. Public Hearings-Notice of Intent to Act Upon- R044-17 and R004-17** (For Possible Action)

117  
118 **\*(a) R044-17-** The purpose of the Hearing is to receive comments from all interested persons  
119 regarding the adoption of the following proposed regulations that pertain to Chapter 631 of the Nevada  
120 Administrative Code. The revisions are regarding the following:

121  
122 The proposed regulations are necessary to establish Board of Dental Examiners policy and to  
123 clarify existing Board of Dental Examiners policy for the injection of neuromodulator that is derived from  
124 Clostridium botulinum and injection of dermal or soft tissue fillers and to amend NAC 631.175 with the  
125 addition of at least 2 hours of training for dentists who are registered to dispense controlled substances  
126 pursuant to NRS 453.231 relating specifically to the misuse and abuse of controlled substances, the  
127 prescribing of opioids or addiction during each period of licensure. (For Possible Action)

128  
129  
130 After conducting a Public Workshop the proposed regulations were returned from LCB  
131 regarding SB101. These regulations pertain to the injection of neuromodulator that is derived  
132 from Clostridium botulinum and injection of dermal or soft tissue fillers and to amend NAC  
133 631.175 with the addition of at least 2 hours of training for dentists who are registered to  
134 dispense controlled substances pursuant to NRS 453.231 relating specifically to the misuse and  
135 abuse of controlled substances, the prescribing of opioids or addiction during each period of  
136 licensure. Discussion was held to include, questions and clarification from Board Member Blasco  
137 and Board Member Sanders.

138  
139 The regulations set forth the education, training and reporting requirements if a licensee injects  
140 of neuromodulator that is derived from Clostridium botulinum and injection of dermal or soft  
141 tissue fillers to patients and reporting certification as part of licensure renewal.

142  
143 In addition, the regulation adds to the existing continuing education requirements 2 hours of  
144 training for dentists who are registered to dispense controlled substances pursuant to NRS  
145 453.231 relating specifically to the misuse and abuse of controlled substances, the prescribing of  
146 opioids or addiction during each period of licensure as required by AB 474 and NRS 631.344.

147  
148 Board Member Pisani made a motion to accept the proposed regulations identified as R044-17  
149 with no changes for botox and dermal fillers only. Seconded by Board Members Sanders

150  
151 Motion: Board Member Pisani  
152 Seconded: Board Member Sanders  
153 Discussion: No discussion  
154 Motion Passes

155  
156 Board Member Sanders reminded the Board of the amendment to NAC 631.175 regarding  
157 continuing education for controlled substances. Board Member Sanders made a motion to  
158 accept the proposed regulations regarding NAC 631.175 relative to continuing education for  
159 controlled substances without any changes known as R044-17. Seconded by Board Member  
160 Pisani.

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163 Motion: Board Member Sanders

164 Seconded: Board Member Pisani  
165 Discussion: No discussion  
166 Motion Passes

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169 **\*(b) R004-17-**The purpose of the Hearing is to receive comments from all interested persons  
170 regarding the adoption of the following proposed regulations that pertain to Chapter 631 of the Nevada  
171 Administrative Code. The revisions are regarding the following:

172

173 The proposed regulations are necessary to establish Board of Dental Examiners policy and to  
174 clarify existing Board of Dental Examiners policy relative to the administration of sedation and/or  
175 anesthesia, NAC 631.003; NAC 631.004; NAC 631.029; NAC 631.2205; NAC 631.2211; NAC 631.2213; NAC  
176 631.2217; NAC 631.2219; NAC 631.2221; NAC 631.2223; NAC 631.2225; NAC 631.2227; NAC 631.2229;  
177 NAC 631.2231; NAC 631.2235; NAC 631.2236; NAC 631.2237; NAC 631.2239; NAC 631.224; NAC  
178 631.2241; NAC 631.2254; NAC 631.2256 and NAC 631.230. (For Possible Action)

179

180 The Board held multiple meetings and a Public Workshop to draft amendments and changes to  
181 the Anesthesia Section of the Nevada Administrative Code. The proposed regulations have  
182 been returned from LCB and are identified as R004-17. The Board is conducting this hearing to  
183 accept, reject or make changes to the proposed regulations. The purpose of the proposed  
184 regulations is to make the appropriate changes to be consistent with the definition change  
185 made through the 2015 Legislative Session for minimal and moderate sedation defined and  
186 add a moderate sedation permit for sedating children 12 years of age or younger, additional  
187 emergency drugs and equipment.

188

189 Board Member Johnson, Chair of the Anesthesia Committee explained to the Board and Public  
190 the need for these amendments/changes and went through each regulation individually.

191

192

193 **NAC 631.003- Moderate Sedation defined**

194

195 Change the word conscious sedation to moderate sedation consistent with the statute NRS  
196 631.025. Board Member Pinther made a motion to accept the language as set forth in R004-17  
197 without changes. Seconded by Board Member Gabriel.

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200 Motion: Board Member Pinther  
201 Seconded: Board Member Gabriel  
202 Discussion: No discussion  
203 Motion Passes

204

205 **NAC 631.004- Moderate Sedation Permit defined**

206

207 Change the word conscious sedation to moderate sedation consistent with the statute NRS  
208 631.025. Board Member Pisani made a motion to accept the proposed regulation without  
209 change. Seconded by Board Member Pinther. Board Members Sanders asked whether a  
210 licensee would be required to get a permit for patients 12 years of age or younger and whether  
211 a permit is required for minimal sedation.

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214 Motion: Board Member Pisani  
215 Seconded: Board Member Pinther

216 Discussion: No discussion  
217 Motion Passes

218  
219 **NAC 631.029-Schedule of fees**

220  
221 Change the word conscious sedation to moderate sedation consistent with the statute NRS  
222 631.025. Board Member Pisani made a motion to accept the language without changes.  
223 Seconded by Board Member Gabriel

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225 Motion: Board Member Pisani  
226 Seconded: Board Member Gabriel  
227 Discussion: No discussion  
228 Motion Passes

229  
230 **NAC 631.2205-Contents of form for registration to provide continuing education**

231  
232 Change the word conscious sedation to moderate sedation consistent with the statute NRS  
233 631.025 Board Member Sanders made a motion to accept the language as set forth in R004-17  
234 without changes. Seconded by Board Member Gabriel

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237 Motion: Board Member Sanders  
238 Seconded: Board Member Gabriel  
239 Discussion: No discussion  
240 Motion Passes

241  
242 **NAC 631.2211-Scope**

243  
244 Amend the regulation to define minimal sedation is as set forth in NRS 631.078 and change the  
245 word conscious sedation to moderate sedation. Board Member Pisani made a motion to  
246 accept the language with changes to include single dose added. Seconded by Board  
247 Member Sanders

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249 Motion: Board Member Pisani  
250 Seconded: Board Member Sanders  
251 Discussion: No discussion  
252 Motion Passes

253  
254 **NAC 631.2213-Permit required**

255  
256 This amendment to the regulation changes conscious sedation to moderate sedation, adds a  
257 moderate sedation permit to administer on patients 12 years of age or younger and the  
258 educational requirements for said permit.

259  
260 Board Member Pisani made a motion to accept the language with changes to include as  
261 appropriate for site permits, removal of general anesthesia from section 1(b)(2) and 1(c)(1)  
262 and other changes. Seconded by Board Member Pinther

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264 Motion: Board Member Pisani  
265 Seconded: Board Member Pinther  
266 Discussion: No discussion  
267 Motion Passes

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**NAC 631.2217-Review of holder of permits**

Change the word conscious sedation to moderate sedation consistent with the statute NRS 631.025. Board Member Sanders made a motion to accept the language as set forth in R004-17 without changes. Seconded by Board Member Gabriel

Motion: Board Member Sanders  
Seconded: Board Member Gabriel  
Discussion: No discussion  
Motion Passes

**NAC 631.2219-**

**NAC 631.2221-**

**NAC 631.2223**

**NAC 631.2225**

**NAC 631.2227**

With no changes to these regulations the Board collectively approved the above proposed regulations. Board Member Pinther made a motion to accept the language as set forth in R004-17 without changes. Seconded by Board Member Gabriel

Motion: Board Member Pinther  
Seconded: Board Member Gabriel  
Discussion: No discussion  
Motion Passes

**NAC 631.2231- Inspection and evaluation; emergency drugs**

Change the word conscious sedation to moderate sedation consistent with the statute NRS 631.025 and add additional emergency drugs for the administration of general anesthesia and to administer moderate sedation to patients 12 years old or younger. Board Member Pinther made a motion to accept the language with changes add additional emergency drugs for the administration of general anesthesia and to administer moderate sedation to patients 12 years old or younger. Seconded by Board Member Sanders

Motion: Board Member Pinther  
Seconded: Board Member Sanders  
Discussion: No discussion  
Motion Passes

**NAC 631.2235- Inspection and evaluation; Failure to pass; request for reevaluation**

Change the word conscious sedation to moderate sedation consistent with the statute NRS 631.025 and amend to define the written notification processes when failure occurs and the due process rights of the licensee. Board Member Pisani made a motion to accept the language with changes from the Board to Executive Director. Seconded by Board Member Sanders



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Motion: Board Member Pisani  
Seconded: Board Member Sanders  
Discussion: No discussion  
Motion Passes

**NAC 631.2236- Certificate of site approval; general requirements**

Change the word conscious sedation to moderate sedation consistent with the statute NRS 631.025 and amend regulation to define the due process rights of the licensee when failure occurs. Board Member Pisani made a motion to accept the language with changes. Seconded by Board Member Pinther

Motion: Board Member Pisani  
Seconded: Board Member Pinther  
Discussion: No discussion  
Motion Passes

**NAC 631.2237-Procedures required before administration of anesthesia & NAC 631.2239- Properly equipped facility required; qualifications of auxiliary personnel**

Change the word conscious sedation to moderate sedation consistent with the statute NRS 631.025 for regulation NAC 631.2237. Board Member Pinther made a motion to accept the language as set forth in R004-17 without changes for NAC 631.2237 and took up collectively NAC 631.2239 to approve NAC 631.2239 with changes regarding CPR. Seconded by Board Member Gabriel

Motion: Board Member Pinther  
Seconded: Board Member Gabriel  
Discussion: No discussion  
Motion Passes

**NAC 631.224, NAC 631.2241, NAC 631.2254, NAC 631.2256 and NAC 631.230** were taken up by the Board collectively with no changes to R004-17

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

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

- (1) 11/03/2017-Board Meeting
- (2) 12/18/2017- Board Meeting-Conference Call

(1) Board Member Pate requested changes to November 3, 2017 line 240. Board Member Pinther made a motion to accept the minutes with changes proposed by Board Member Pate. Seconded by Board Member Sanders

Motion: Board Member Pinther  
Seconded: Board Member Sanders  
Discussion: No discussion  
Motion Passes

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374 (2) Board Member Pisani made a motion to accept the minutes as is. Seconded by Board  
375 Member Sanders  
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378 Motion: Board Member Pisani  
379 Seconded: Board Member Sanders  
380 Discussion: No discussion  
381 Motion Passes  
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386 **\*b. Financials - NRS 631.180/NRS 631.190 (For Possible Action)**  
387

388 (1) Review Balance Sheet and Statement of Revenues, Expenses and Balances for period  
389 July 1, 2017 to November 30, 2017 (Informational Purposes only)  
390

391 Ms. Hummel asked if the Board Members have any questions.  
392 Ms. Hummel addressed the board regarding the financials explained certain revenue estimated  
393 for licensure was lower but it is accrued and the Board receives a majority of licensure  
394 applications in the spring and the account should catch up and explained her budgeting  
395 processes. Board Member Pate asked for clarification on a budget item.  
396

397 No action taken.  
398

399 \*(2) Amend budget to increase cost for T1 line through Cox Communications in the  
400 amount of \$800.00 (For Possible Action):  
401

402 (1) Ms. Hummel explained the need to amend the budget to increase the line item for Cox  
403 Communications and move monies from another account that currently has extra revenue. Board  
404 Member Sanders asked questions regarding the various accounts and where the monies would be  
405 taken from. Board Member Pisani made a motion to approve the change to budget. Seconded by  
406 Board Member Sanders  
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409 Motion: Board Member Pisani  
410 Seconded: Board Member Sanders  
411 Discussion: No discussion  
412 Motion Passes  
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415 **\*c. Authorized Investigative Complaints - NRS 631.360 (For Possible Action)**  
416

417 (1) Appoint Agent to Investigate the dental practice of decedent (Katayoun "Katy" Barin,  
418 DDS) pursuant to NRS 631.385 and NAC 631.273 (For Possible Action)  
419

420 (a) Donna Hellwinkel, DDS

421 Ms. Shaffer-Kugel explained the reason for this appointment due to the death of Dr. Katayoun  
422 Barin and the statutory requirements should the surviving member continue to own the practice.  
423 Board Member Pinther made a motion to approve the appointment of Dr Hellwinkel. Seconded  
424 by Board Member Pisani  
425

426 Motion: Board Member Pinther  
427 Seconded: Board Member Pisani

428 Discussion: No discussion  
429 Motion Passes

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431 (2) Dr Z-NRS 631.3475(3) and NAC 631.155(3) (For Possible Action)

432  
433 Ms. Shaffer-Kugel requested the Board approve an authorized investigative complaint against  
434 Dr Z for possible violations of NRS 631.3475(3) and NAC 631.155(3) . Board Member Pisani made a  
435 motion to approve the authorized investigative complaint against Dr Z. Seconded by Board  
436 Member Sanders

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438 Motion: Board Member Pisani  
439 Seconded: Board Member Sanders

440 Discussion: No discussion  
441 Motion Passes

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443 \*d. **Correspondence:** (For Possible Action)

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445 (1) **American Board of Dental Examiners (ADEX)**

446  
447 \*(a) Appointment of ADEXHR and ADEX Dental Exam Member (For Possible Action)

448  
449 Ms. Shaffer-Kugel notified the Board of the correspondence sent to the Board from ADEX for the  
450 appointment of the ADEXHR and ADEX Dental Exam Member. Board Member Pisani made a  
451 motion to approve Timothy Pinther, DDS to act as both for the Board. Seconded by Board  
452 Member Johnson

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455 Motion: Board Member Pisani  
456 Seconded: Board Member Johnson  
457 Discussion: No discussion  
458 Motion Passes

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461 (2) **Joint Commission of National Dental Examinations (JNCDE)**

462  
463 Ms. Shaffer-Kugel notified the Board of the correspondence sent to the Board from the Joint  
464 Commission of National Dental Examinations to notify the Board of changes taken place in 2020  
465 to the examination and suggest Boards make changes if applicable to statutes prior to 2020.

466  
467 No action taken

468  
469 (3) **CODA Accreditation Site Visit Invitation-Roseman University Orthodontics and Dental  
470 Orthopedic Program on September 11, 2018**

471  
472 \*(a) Approval of Two Board Member Representatives (For Possible Action)

473  
474 Ms. Shaffer-Kugel notified the Board of the request by CODA to appoint two Board Members to  
475 participate in the site visit for Roseman University Ortho Program. Board Member Pinther and  
476 Sanders offered to participate. Board Member Pisani made a motion to approve Timothy  
477 Pinther, DDS and R. Michael Sanders, DMD for the submission to CODA. Seconded by Board  
478 Member Champagne

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481 Motion: Board Member Pisani

482 Seconded: Board Member Champagne

483 Discussion: No discussion

484 Motion Passes

485 **\*e. Discussion of NRS 631.3452 related to designation of dental directors for**  
486 **certain dental office and clinics to include the CSN Dental Facility Practice** (For Possible Action)

487

488 Ms. Sharon Peterson, RDH and past program director for Dental Hygiene came forward to  
489 discuss the history regarding the CSN Dental Faculty Practice ("DFP") and the submission of the  
490 mission statement of the DFP filed with the Board of Regents in 1996 and whether the DFP is  
491 required to have a dental director pursuant to NRS 631.3452.

492

493 Discussion was held regarding the statute pertaining to the designation of a dental director and  
494 Board Member Pisani made a motion to direct the Executive Director to send a letter to CSN  
495 and advise them of the designation of a dental director within thirty (30) days. Seconded by  
496 Board Member Champagne.

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499 Motion: Board Member Pisani

500 Seconded: Board Member Champagne

501 Discussion: No discussion

502 Motion Passes

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504 **\*7. General Counsel's Report** (For Possible Action)

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506 **\*a. Legal Actions/Lawsuit(s) Update**

507

508 (1) District Court Case(s) Update

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510 General Counsel advised the Board that there are no pending lawsuits

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512 No action taken

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515 **\*b. Consideration of Application for Licensure by Endorsement - NRS 622/SB59** (For Possible Action)

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519 General Counsel explained the prior history of Leslie Kotler, DMD with the Board to include, prior  
520 actions and the appearance before the Board to petition for permission to submit an  
521 application for licensure to the Board. Dr Kotler submitted an application for licensure by  
522 endorsement. Dr. Kotler and his attorney Raymond Gates, Esquire were present. Dr. Kotler  
523 entered into a proposed stipulation agreement in good faith as a condition for licensure. The  
524 prior action taken by the Board was discussed. Board Member Pisani made a motion to  
525 approve licensure by endorsement. Seconded by Board Member Sanders.

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528 Motion: Board Member Pisani

529 Seconded: Board Member Sanders

530 Discussion: No discussion

531 Motion Passes

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534 **\*c. Consideration of Stipulation Agreement** (For Possible Action)

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(1) Leslie Kotler, DDS

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General Counsel went over the proposed stipulation agreement entered into by Leslie Kotler, DMD as a condition for the granting of licensure by endorsement. Board Member Pisani made a motion to approve the stipulation agreement. Seconded by Board Member Sanders.

Motion: Board Member Pisani  
Seconded: Board Member Sanders  
Discussion: No discussion  
Motion Passes

**\*8. New Business** (For Possible Action)

**\*a. Approval for Travel of Board Members & Staff to the AADA & AADB Mid-Year Meeting Chicago, IL April 22-23, 2018** (For Possible Action)

- (1) Timothy Pinther, DDS
- (2) Ali Shahrestani, DMD
- (3) Gregory Pisani, DDS
- (4) R. Michael Sanders, DMD
- (5) Debra Shaffer-Kugel, ED
- (6) Melanie Bernstein Chapman, Esquire
- (7) Vacant
- (8) Vacant

Ms. Shaffer-Kugel notified the Board of the meeting of the AADA/AADB in April of 2018. The Executive Director requested approval for travel for the following listed Board Members and Staff and requested to fill the remaining two positions. Ms. Pate and Ms. Bethea offered to become members of the AADB and attend the meeting. Board Member Pisani made a motion to approve travel and the two new members to the AADB. Seconded by Board Member Champagne

Motion: Board Member Pisani  
Seconded: Board Member Champagne  
Discussion: No discussion  
Motion Passes

**\*b. Approval of Dental Hygiene Board Member to Review Panel-SB256** (For Possible Action)

- (1) Betty Pate, RDH
- (2) Yvonne Bethea, RDH
- (3) Maria "Sharon" Gabriel, RDH

Ms. Shaffer-Kugel explained that SB 256 requires a Board Member Dental Hygienist be appointed to the Review Panel. The names of all dental hygiene Board Members were submitted for possible approval. After further discussion, Ms. Pate offered to serve on the Review Panel. Board Member Pisani made a motion to approve Ms. Pate to the Review Panel. Seconded by Board Member Champagne

Motion: Board Member Pisani  
Seconded: Board Member Champagne

593 Discussion: No discussion  
594 Motion Passes

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597 **\*c. Approval of \$50.00 per hour salary for Review Panel Members** (For Possible Action)  
598

599 Ms. Shaffer-Kugel explained the current salary for Disciplinary Screening Officers and  
600 requested the Board approved the same rate of salary for members of the Review Panel. Board  
601 Member Pinther made a motion to approve \$50.00 per hour for members of the Review Panel.  
602 Seconded by Board Member Champagne

603  
604 Motion: Board Member Pinther  
605 Seconded: Board Member Champagne  
606 Discussion: No discussion  
607 Motion Passes

608  
609  
610 **\*d. Approval/Rejection of Evaluators recommendations of failure of the five (5) year re-**  
611 **evaluation for the administration of conscious sedation permit specifically the emergency**  
612 **scenarios and grant the re-evaluation upon request pursuant to 631.2235** (For Possible Action)  
613

614 (1) Dr. Y  
615  
616

617 Ms. Shaffer-Kugel explained the recommendations of the Evaluators who's recommendations is  
618 for the Board to accept the failure of the five year re-evaluation of Dr Y and if the Board  
619 accepts the recommendations of failure and should Dr Y request a re-eval the Board authorize  
620 the Executive Director to grant the re-eval. Board Member Pisani made a motion to approve  
621 the recommendations of the Evaluators of failure and grant the Executive Director the  
622 authorization to approve. Seconded by Board Member Pinther

623  
624 Motion: Board Member Pisani  
625 Seconded: Board Member Pinther  
626 Discussion: No discussion  
627 Motion Passes

628  
629  
630 **\*e. Approval of Reactivation of Dental License – NAC 631.170(4)** (For Possible Action)  
631

632 (1) Albert Castellan, DDS  
633

634 Ms. Shaffer-Kugel advised the Board of the application submitted by Dr Castellan for the  
635 reactivation of his disabled license. Dr Castellan was present to answer questions. Board  
636 Member Blasco asked about Dr Castellan's licensure history and how long he has been out of  
637 active practice. Discussion regarding the regulation for reactivation of license pursuant to NAC  
638 631.170 and the requirement of a skills assessment by the Board. Board Members asked what  
639 type of procedures Dr Castellan will be performing at the Prison where he will be employed.  
640 After discussions, the Board stated they were willing to approve his license pending the  
641 successful completion of a skills assessment for fixed restorative (fillings) and removal  
642 prosthodontics. Board Member Pisani made a motion to approve the reactivation of Dr  
643 Castellan pending the completion of a skills assessment. Seconded by Board Member  
644 Champagne

645  
646 Motion: Board Member Pisani  
647 Seconded: Board Member Champagne

648 Discussion: No discussion  
649 Motion Passes

650  
651 **\*f. Approval of Public Health Endorsement – NRS 631.287** (For Possible Action)  
652

653 **Community Health Alliance Program:**

- |   |                              |
|---|------------------------------|
| 654 (1) Marian Angelica L. Baldovino, RDH | (5) Guadalupe Lopez, RDH     |
| 655 (2) Emily S. Brooks, RDH              | (6) Tamara L. Schwender, RDH |
| 656 (3) Kristen N. Grayson, RDH           | (7) Liesel S. Tavey, RDH     |
| 657 (4) Karen L. Lohmeyer, RDH            |                              |

658  
659 Dr Champagne after reviewing the applications for compliance recommended the Board  
660 approve applicants 1-7 for Public Health Endorsements. Board Member Pisani made a motion  
661 to approve the applications. Seconded by Board Member Sanders. Dr Champagne  
662 abstained.

663  
664 Motion: Board Member Pisani  
665 Seconded: Board Member Sanders  
666 Discussion: No discussion  
667 Motion Passes

668  
669  
670 **\*g. Approval for Anesthesia-Permanent Permit – NAC 631.2233** (For Possible Action)  
671

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

- 673 (a) Daniel C. Martin, DDS  
674

675 Dr Johnson after reviewing the application for compliance recommended the Board approve  
676 Dr Martin for a general anesthesia permit. Board Member Champagne made a motion to  
677 approve the application. Seconded by Board Member Pinther.  
678

679 Motion: Board Member Champagne  
680 Seconded: Board Member Pinther  
681 Discussion: No discussion  
682 Motion Passes  
683

684 **(2) Conscious Sedation** (For Possible Action)

- 685 (a) Lindsay M. Row, DMD  
686 (b) Spencer C. Wirig, DMD  
687 (c) Nasim Zarkesh, DDS  
688

689 Dr Johnson after reviewing the applications for compliance listed as Drs. Row, Wirig and Zarkesh  
690 Dr Johnson recommended the Board approve these applicants for a conscious sedation  
691 permit. Board Member Pinther made a motion to approve the application. Seconded by  
692 Board Member Pisani.  
693

694 Motion: Board Member Pinther  
695 Seconded: Board Member Pisani  
696 Discussion: No discussion  
697 Motion Passes  
698  
699

700 **\*h. Approval for Anesthesia-Temporary Permit – NAC 631.2254** (For Possible Action)  
701

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

703 (a) Kevin M. Croft, DDS

704 Dr Johnson after reviewing the application for compliance recommended the Board approve  
705 Dr Croft for a temporary general anesthesia permit. Board Member Pinther made a motion to  
706 approve the application. Seconded by Board Member Sanders.  
707

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709  
710 Motion: Board Member Pinther  
711 Seconded: Board Member Sanders  
712 Discussion: No discussion  
713 Motion Passes

714  
715  
716 **\*i. Approval for a 90-Day Extension of Anesthesia Permit – NAC 631.2254(2)** (For Possible Action)

717  
718 **(1) Conscious Sedation** (For Possible Action)

- 719 (a) Chandler D. Hyer, DMD
- 720 (b) Treagan N. White, DDS
- 721

722 Dr Johnson recommends the Board approve a 90 day extension for Drs. Hyer and White  
723 regarding their temporary conscious sedation permit. Board Member Pinther made a motion to  
724 approve the 90 day extension. Seconded by Board Member Pisani.  
725

726 Motion: Board Member Pinther  
727 Seconded: Board Member Pisani  
728 Discussion: No discussion  
729 Motion Passes  
730

731  
732 **\*i. Appointment of Infection Control Inspectors NRS 631.190** (For Possible Action)

Mary Bosnos, RDH	Christine L Haskin, DDS
Kathryn Spargo, RDH	Donna J Hellwinkel, DDS
Catherine Buckley, RDH	Nelson D Lasiter, DMD
Karen Clark, RDH	Gordon J Murray, DDS
Linda Fairley, RDH	Brett A Noorda, DMD
Joyce Herceg, RDH	Pamela J Patten, DDS
Elvera Kajans, RDH	George F Rosenbaum, DDS
Betty McGuire, RDH	Bradley A Wilbur, DDS
James J McKernan, RDH	Bradley A Ditsworth, DMD
John C DiGrazia, DDS	Steven N Fleming, DDS

734  
735 Ms. Shaffer-Kugel requests the Board appoint the following licensees to act as Infection Control  
736 Inspectors for the Board. Board Member Pisani made a motion to approve the above  
737 referenced licensees as Infection Control Inspectors. Seconded by Board Member  
738 Champagne.  
739

740 Motion: Board Member Pisani  
741 Seconded: Board Member Champagne  
742 Discussion: No discussion  
743 Motion Passes  
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**\*k. Appointment of Disciplinary Screening Officers NRS 631.190** (For Possible Action)

Rick Thriot, DDS, DSO Coordinator	Richard Dragon, DMD
Michael Squitieri, DDS	Joyce Herceg, RDH
James E Jones, DDS	Sharon Peterson, RDH
Bradley Roberts, DDS	A Ted Twesme, DDS
Bradley Strong, DDS	Thomas Myatt, DDS
Tina Brandon-Abbatangelo, DDS	Edward Gray, DMD
Jason Ferguson, DDS	Mark Degen, DDS,MD
Donna Hellwinkel, DDS	Gary Braun, DMD
J Gordon Kinard, DDS	Gary Geracci, DDS
J Stephen Sill, DMD	David Welmerink, DDS
Edward Herschaft, DDS	Larry Frugoli, DMD
Michael Webberson, DDS	Kenneth Lang, DDS

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Ms. Shaffer-Kugel requests the Board appoint the following licensees to act as Disciplinary Screening Officers for the Board. Board Member Pisani made a motion to approve the above referenced licensees as Disciplinary Screening Officers. Seconded by Board Member Sanders.

Motion: Board Member Pisani  
Seconded: Board Member Sanders  
Discussion: No discussion  
Motion Passes

**\*l. Appointment of Anesthesia Evaluators/Inspectors-NRS 631.190** (For Possible Action)

General Anesthesia	Conscious Sedation
Blaine D Austin, DDS	Michael G Almaraz, DDS
Michel J Daccache, DDS	Joshua M Branco, DMD
Gary J Geracci, DDS	Jason E Ferguson, DDS
Edward J Gray, DMD	Jon P Galea, DDS
Gregory J Hunter, DMD, MD	Ryan S Gifford, DDS
Brendan G Johnson, DDS	Perry T Francis, DDS
Patrick O'Connor, DDS	Tomas D Kutansky, DDS
Amanda Jo Okundaye, DDS	Brian P Mantor, DMD
Troy D Savant, DDS	Dawn L McClellan, DDS
Steven A Saxe, DMD	Jade A Miller, DDS
Albert T Twesme, DDS	Daniel K Moore, DDS
	Joshua L Saxe, DDS
	Paul D Schwarz, DMD
	Gilbert A Trujillo, DDS
	David J Trylovich, DDS

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Ms. Shaffer-Kugel requests the Board appoint the following licensees to act as Anesthesia Evaluators/Inspectors for the Board. Board Member Pisani made a motion to approve the above referenced licensees as Anesthesia Evaluators/Inspectors. Seconded by Board Member Sanders. Dr Johnson abstained.

Motion: Board Member Pisani  
Seconded: Board Member Sanders  
Discussion: No discussion  
Motion Passes

**\*m. Approval of Moderate Sedation Training Program - NAC 631.2213** (For Possible Action)

- 778 (1) Academy of Dental & Medical Anesthesia (ADMA) with Memorandum of Understanding  
779 with The Good Neighbor House – Conscious/Moderate Parenteral Sedation Course  
780 [Cory Pickens, MD] (For Possible Action)  
781

782 Dr Johnson recommends this item be tabled and he is requesting additional information. Board  
783 Member Pinther made a motion to approve the 90 day extension. Seconded by Board  
784 Member Champagne.  
785

786 Motion: Board Member Pinther  
787 Seconded: Board Member Champagne  
788 Discussion: No discussion  
789 Motion Passes  
790  
791

792 **\*n. Appointment of Maria “Sharon” Gabriel, RDH to Chair the Committee on Dental Hygiene**  
793 (For Possible Action)

794 Ms. Shaffer-Kugel is requesting the Board appoint Ms. Gabriel as the Chair of the Committee on  
795 Dental Hygiene after the departure of Ms. Guillen. Board Member Pisani made a motion to  
796 approve Ms. Gabriel as Chair of the Committee of Dental Hygiene. Seconded by Board  
797 Member Johnson.  
798

799 Motion: Board Member Pisani  
800 Seconded: Board Member Johnson  
801 Discussion: No discussion  
802 Motion Passes  
803

804 **\*o. Appointment of Board Member Pate, Board Member Bethea and Board Member Harris**  
805 **to Resource Groups - NRS 631.190** (For Possible Action)  
806

807 Ms. Shaffer-Kugel is requesting the Board appoint new Board Members (Pate, Bethea and  
808 Harris) to resource groups. The Board considered the following appointments: Ms Harris is  
809 appointed to the Legislative and Legal groups; Ms. Pate is considering Committee on Dental  
810 Hygiene and Budget and Finance lastly Ms. Bethea is being considered for Committee on  
811 Dental Hygiene and Infection Control groups. Board Member Champagne made a motion to  
812 approve Ms. Harris to the Legislative and Legal groups. Seconded by Board Member Pisani.  
813

814 Board Member Pisani made a motion to approve Ms. Pate and Ms. Bethea to the Committee to  
815 the Dental Hygiene and Ms. Pate to the Budget and Finance group and Ms. Bethea to Infection  
816 Control group. Seconded by Board Member Johnson.  
817  
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819 **\*7. Resource Group Reports** (For Possible Action)  
820

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

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

823 No Report

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

825 (Chair: Dr. Pisani; Dr. Blasco; Dr. Shahrestani; Dr. Sanders; Ms. Harris)

826  
827 No Report  
828  
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830 **\*c. Examinations Liaisons** (For Possible Action)  
831

832                    **\*(1) WREB/HERB Representatives** (For Possible Action)  
833                                    (Dr. Blasco; Ms. Gabriel)

834    No Report

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837                    **\*(2) ADEX Representatives** (For Possible Action)

838    No Report

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841                    **\*d. Continuing Education** (For Possible Action)  
842                                    (Chair: Dr. Blasco; Dr. Shahrestani, Dr. Pisani; Ms. Gabriel)

843    No Report

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845                    **\*e. Committee of Dental Hygiene** (For Possible Action)  
846    No Report  
847                                    (Chair: Ms. Gabriel; Dr. Shahrestani; Ms. Pate; and Ms. Bethea)

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

850    No Report

851  
852                    **\*g. Anesthesia** (For Possible Action)  
853                                    (Chair: Dr. Johnson; Dr. Pinther; Dr. Champagne; Dr. Sanders)

854    No Report

855                    **\*h. Infection Control** (For Possible Action)  
856                                    (Chair: Ms. Gabriel; Dr. Blasco; Dr. Champagne; Dr. Pisani; and Ms. Bethea)

857    No Report

858  
859                    **\*i. Budget and Finance Committee** (For Possible Action)  
860                                    (Chair: Dr. Champagne; Dr. Pinther; Dr. Blasco; and Ms. Pate)

861    No Report

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

<p>865    <b>Note:</b> No vote may be taken upon a matter raised under this item of the agenda until the matter itself has been 866    specifically included on an agenda as an item upon which action may be taken. (NRS 241.020)</p>
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867  
868    No Public Comment

869  
870  
871    **9. Announcements**

872  
873    No announcements

874  
875    **\*10. Adjournment** (For Possible Action)

876  
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878    MOTION to ADJOURN: Board Member Champagne  
879    2<sup>ND</sup> : Board Member Sanders

880  
881    Motion Passes

882  
883    MEETING ADJROUNED AT: 11:39AM

884  
885

# Financials

**Nevada State Board of Dental Examiners**

**Balance Sheet**

As of January 31, 2018

Jan 31, 18

**ASSETS**

**Current Assets**

**Checking/Savings**

10000 · Wells Fargo-Operating	391,995.64
10015 · Wells Fargo - Saving	1,031,129.45
10010 · Wells Fargo-Reserves	<u>1,053,858.38</u>

**Total Checking/Savings** 2,476,983.47

**Accounts Receivable**

11000 · Accounts Receivable	111,026.44
11001 · Allowance for Bad Debts	<u>-26,358.30</u>

**Total Accounts Receivable** 84,668.14

**Other Current Assets**

11050 · Reimbursements Receivable	123.69
11200 · Prepaid Expenses	12,474.92
11210 · Prepaid Insurance	5,171.66
18000 · Deferred Outflows-Pension	<u>239,676.00</u>

**Total Other Current Assets** 257,446.27

**Total Current Assets** 2,819,097.88

**TOTAL ASSETS** 2,819,097.88

**LIABILITIES & FUND BALANCE**

**Liabilities**

**Current Liabilities**

**Accounts Payable**

20000 · Accounts Payable	<u>30,986.86</u>
--------------------------	------------------

**Total Accounts Payable** 30,986.86

**Other Current Liabilities**

22125 · DDS Deferred Revenue	893,316.98
22136 · RDH Deferred Revenue	94,268.87
20500 · Fines Payable-State of Nevada	1,250.00
23400 · Payroll Taxes - WH & MC	249.07
23750 · Accrued Vacation/Sick Leave	68,236.50
23820 · Employee HSA/Ins Payable	5.75
23821 · Employee Deferred Comp Payable	<u>145.00</u>

**Total Other Current Liabilities** 1,057,472.17

**Total Current Liabilities** 1,088,459.03

**Long Term Liabilities**

20601 · Pension Liability	647,372.00
21001 · Deferred Inflows-Pension	<u>48,282.00</u>

**Total Long Term Liabilities** 695,654.00

**Total Liabilities** 1,784,113.03

**Fund Balance** 1,034,984.85

**TOTAL LIABILITIES & FUND BALANCE** 2,819,097.88

**Nevada State Board of Dental Examiners**  
**Statement of Revenues, Expenses and Fund Balance**  
July 2017 through January 2018

	<u>Jul '17 - Jan 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
40000 · Dentist Licenses & Fees			
40100 · DDS Active License Fee	315,825.26	342,125.00	(26,299.74)
40102 · DDS Inactive License Fee	18,779.78	18,725.00	54.78
40135 · DDS Activate/Inactive/Suspend	19,725.00	7,437.50	12,287.50
40136 · DDS Activate Revoked License	1,400.00	1,000.00	400.00
40140 · Specialty License App	3,400.00	2,250.00	1,150.00
40145 · Limited License App	1,525.00	875.00	650.00
40115 · Limited License Renewal Fee	6,574.00	7,060.00	(486.00)
40116 · LL-S Renewal Fee	1,365.26	1,400.00	(34.74)
40150 · Restricted License App	0.00	500.00	(500.00)
40180 · Anesthesia Site Permit App	3,250.00	11,665.00	(8,415.00)
40182 · CS/GA/Site Permit Renewals	22,503.98	22,575.00	(71.02)
40183 · GA/CS/DS or Site Permit Relnp	10,050.00	12,450.00	(2,400.00)
40175 · Conscious Sedation Permit Appl	8,000.00	7,250.00	750.00
40170 · General Anesthesia Permit Appl	6,750.00	7,300.00	(550.00)
40186 · Pediatric Anesthesia Permit	0.00	2,000.00	(2,000.00)
40184 · Infection Control Inspection	10,250.00	13,125.00	(2,875.00)
40212 · DDS ADEX License Application	7,800.00	19,200.00	(11,400.00)
40205 · DDS Credential Appl Fee-Spcity	7,200.00	16,200.00	(9,000.00)
40211 · DDS WREB License Application	54,000.00	44,400.00	9,600.00
40214 · DDS License by Endorsement	12,000.00	12,000.00	0.00
43650 · Reimbursed Investigation Costs	18,543.81	45,000.00	(26,456.19)
<b>Total 40000 · Dentist Licenses &amp; Fees</b>	<b>528,942.09</b>	<b>594,537.50</b>	<b>(65,595.41)</b>
50000 · Dental Hygiene Licenses & Fees			
40105 · RDH Active License Fee	125,506.31	118,500.00	7,006.31
40106 · RDH Inactive License Fee	4,699.41	4,690.00	9.41
40130 · RDH Activate/Inactive/Suspend	1,100.00	3,900.00	(2,800.00)
40110 · RDH LA/N2O Permit Fee	3,350.00	3,425.00	(75.00)
40224 · RDH ADEX License Application	0.00	4,800.00	(4,800.00)
40222 · RDH WREB License Application	16,500.00	21,600.00	(5,100.00)
40226 · RDH License by Endorsement	5,100.00	6,000.00	(900.00)
<b>Total 50000 · Dental Hygiene Licenses &amp; Fees</b>	<b>156,255.72</b>	<b>162,915.00</b>	<b>(6,659.28)</b>
50750 · Other Licenses & Fees			
40220 · License Verification Fee	4,500.00	3,575.00	925.00
40227 · CEU Provider Fee	4,650.00	5,425.00	(775.00)
40225 · Duplicate License Fee	550.00	1,075.00	(525.00)
40555 · Fines	0.00	300.00	(300.00)
40185 · Lists/Labels Printed	4,826.00	3,750.00	1,076.00
40600 · Miscellaneous Income	181.00	560.00	(379.00)
<b>Total 50750 · Other Licenses &amp; Fees</b>	<b>14,707.00</b>	<b>14,685.00</b>	<b>22.00</b>
<b>Total Income</b>	<b>699,904.81</b>	<b>772,137.50</b>	<b>(72,232.69)</b>

**Nevada State Board of Dental Examiners**  
**Statement of Revenues, Expenses and Fund Balance**  
July 2017 through January 2018

Expense	Jul '17 - Jan 18	Budget	\$ Over Budget
<b>60500 · Bank Charges</b>			
60500-1 · Bank Service Fees	0.00	175.00	(175.00)
60500-2 · Merchant Fees	6,803.58	10,750.00	(3,946.42)
<b>Total 60500 · Bank Charges</b>	<b>6,803.58</b>	<b>10,925.00</b>	<b>(4,121.42)</b>
<b>68000 · Conferences &amp; Seminars</b>	7,876.49	6,900.00	976.49
<b>63000 · Dues &amp; Subscriptions</b>	3,504.83	4,000.00	(495.17)
<b>65100 · Furniture &amp; Equipment</b>	18,358.94	19,500.00	(1,141.06)
<b>65500 · Finance Charges</b>	0.00	50.00	(50.00)
<b>66500 · Insurance</b>			
66500-1 · Liability	4,335.32	6,405.00	(2,069.68)
66500-2 · Workers Compensation	2,524.94	2,725.00	(200.06)
<b>Total 66500 · Insurance</b>	<b>6,860.26</b>	<b>9,130.00</b>	<b>(2,269.74)</b>
<b>66520 · Internet/Web/Domain</b>			
66520-1 · Licensing Software	0.00	2,100.00	(2,100.00)
66520-2 · E-mail, Website Services	2,487.07	2,187.50	299.57
66520-3 · Internet Services	1,788.58	1,400.00	388.58
66520-4 · Jurisprudence Exam Website	198.00	198.00	0.00
<b>Total 66520 · Internet/Web/Domain</b>	<b>4,473.65</b>	<b>5,885.50</b>	<b>(1,411.85)</b>
<b>73500 · Information Technology</b>			
73500-1 · Computer Repair/Upgrade	660.00	1,800.00	(1,140.00)
<b>Total 73500 · Information Technology</b>	<b>660.00</b>	<b>1,800.00</b>	<b>(1,140.00)</b>
<b>66600 · Office Supplies</b>	5,966.49	5,775.00	191.49
<b>66650 · Office Expense</b>			
68710 · Miscellaneous Expenses	1,926.88	2,887.50	(960.62)
<b>68700 · Repairs &amp; Maintenance</b>			
68700-1 · Janitorial	3,500.00	3,500.00	0.00
68700-2 · Copier Maintenance	1,357.45	2,685.00	(1,327.55)
68700-3 · Copier Maintenance (7435P)	968.18	1,095.00	(126.82)
<b>Total 68700 · Repairs &amp; Maintenance</b>	<b>5,825.63</b>	<b>7,280.00</b>	<b>(1,454.37)</b>
68725 · Security	490.00	810.00	(320.00)
68715 · Shredding Services	510.00	962.50	(452.50)
68720 · Utilities	2,614.98	2,885.00	(270.02)
<b>Total 66650 · Office Expense</b>	<b>11,367.49</b>	<b>14,825.00</b>	<b>(3,457.51)</b>
<b>67000 · Printing</b>	3,974.35	5,350.00	(1,375.65)
<b>67500 · Postage &amp; Delivery</b>	7,069.54	7,875.00	(805.46)
<b>68500 · Rent/Lease Expense</b>			
68500-1 · Equipment Lease	1,137.33	875.00	262.33
68500-2 · Office	41,104.14	41,590.00	(485.86)
68500-4 · Storage Warehouse	1,065.68	670.00	395.68
<b>Total 68500 · Rent/Lease Expense</b>	<b>43,307.15</b>	<b>43,135.00</b>	<b>172.15</b>
<b>75000 · Telephone</b>	1,110.20	630.00	480.20
<b>75100 · Travel (Staff)</b>	60.00	1,000.00	(940.00)
<b>73550 · Per Diem (Staff)</b>	0.00	500.00	(500.00)

**Nevada State Board of Dental Examiners**  
**Statement of Revenues, Expenses and Fund Balance**  
July 2017 through January 2018

	<u>Jul '17 - Jan 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>73600 · Professional Fee</b>			
73600-1 · Accounting/Bookkeeping	14,932.50	18,000.00	(3,067.50)
73600-4 · Legislative Services	21,000.00	21,000.00	0.00
73600-2 · Legal-General	9,134.67	5,600.00	3,534.67
<b>Total 73600 · Professional Fee</b>	<u>45,067.17</u>	<u>44,600.00</u>	<u>467.17</u>
<b>73700 · Verification Services</b>	8,378.99	8,750.00	(371.01)
<b>72000 · Employee Wages &amp; Benefits</b>			
72100 · Executive Director	73,900.32	76,918.75	(3,018.43)
72300 · Credentialing & Licensing Coord	34,601.82	34,955.00	(353.18)
72132 · Site Inspection Coordinator	24,637.79	23,463.00	1,174.79
72200 · Technology/Finance Liaison	30,920.34	30,215.00	705.34
72130 · Public Info & CE Coordinator	18,885.32	19,910.00	(1,024.68)
72140 · Administrative Assistant (P/T)	0.00	2,775.00	(2,775.00)
72160 · Legal Counsel	61,907.94	68,019.00	(6,111.06)
72165 · Legal Assistant	26,463.48	31,699.50	(5,236.02)
72010 · Payroll Service Fees	1,186.50	1,001.50	185.00
72005 · Payroll Tax Expense	4,549.96	5,125.00	(575.04)
72600 · Retirement Fund Expense (PERS)	71,951.04	76,244.00	(4,292.96)
65525 · Health Insurance	38,833.62	48,209.00	(9,375.38)
<b>Total 72000 · Employee Wages &amp; Benefits</b>	<u>387,838.13</u>	<u>418,534.75</u>	<u>(30,696.62)</u>
<b>72400 · Board of Directors Expense</b>			
72400-1 · Director Stipends	7,760.00	7,400.00	360.00
72400-2 · Committee Mtgs-Stipends	0.00	375.00	(375.00)
72400-3 · Director Travel Expenses	2,851.57	2,250.00	601.57
72400-9 · Refreshments - Board Meetings	874.56	837.00	37.56
<b>Total 72400 · Board of Directors Expense</b>	<u>11,486.13</u>	<u>10,862.00</u>	<u>624.13</u>
<b>60001 · Anesthesia Eval Committee</b>			
60001-1 · Evaluator's Fee	6,799.50	7,000.00	(200.50)
60001-4 · Travel/Misc. Expense	1,917.69	2,040.00	(122.31)
<b>Total 60001 · Anesthesia Eval Committee</b>	<u>8,717.19</u>	<u>9,040.00</u>	<u>(322.81)</u>
<b>73650 · Investigations/Complaints</b>			
72550 · DSO Coordinator	1,925.00	1,975.00	(50.00)
73650-1 · DSO Consulting Fee	17,295.83	18,060.00	(764.17)
73650-2 · DSO Travel/Postage Expense	1,601.17	875.00	726.17
73651-1 · DSO Review Panel Fee	0.00	8,400.00	(8,400.00)
73651-2 · DSO Review Panel Travel Expense	0.00	1,750.00	(1,750.00)
73650-3 · Legal Fees-Investigations	1,609.01	0.00	1,609.01
73650-5 · BOD Hearing Stipend	0.00	600.00	(600.00)
73650-4 · Staff Travel	0.00	350.00	(350.00)
73650-8 · DSO Calibration Expense	0.00	1,500.00	(1,500.00)
73650-7 · Miscellaneous Investigation Exp	4,706.86	9,275.00	(4,568.14)
<b>Total 73650 · Investigations/Complaints</b>	<u>27,137.87</u>	<u>42,785.00</u>	<u>(15,647.13)</u>
<b>60002 · Infection Control Inspection</b>			
60002-1 · Initial Inspection Expense	4,567.26	6,420.00	(1,852.74)



**Nevada State Board of Dental Examiners**  
**Statement of Revenues, Expenses and Fund Balance**  
July 2017 through January 2018

	<u>Jul '17 - Jan 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>
60002-2 · Reinspection Expense	458.29	595.00	(136.71)
60002-3 · Random Inspection Expense	438.24	295.00	143.24
60002-4 · Travel/Misc. Expense	586.04	1,470.00	(883.96)
<b>Total 60002 · Infection Control Inspection</b>	<u>6,049.83</u>	<u>8,780.00</u>	<u>(2,730.17)</u>
<b>Total Expense</b>	<u>616,068.28</u>	<u>680,632.25</u>	<u>(64,563.97)</u>
<b>Net Ordinary Income</b>	83,836.53	91,505.25	(7,668.72)
<b>Other Income/Expense</b>			
<b>Other Income</b>			
40800 · Interest Income	354.59	490.00	(135.41)
<b>Total Other Income</b>	<u>354.59</u>	<u>490.00</u>	<u>(135.41)</u>
<b>Other Expense</b>			
75501 · Bad Debt Expense	(50.00)	0.00	(50.00)
<b>Total Other Expense</b>	<u>(50.00)</u>	<u>0.00</u>	<u>(50.00)</u>
<b>Net Other Income</b>	<u>404.59</u>	<u>490.00</u>	<u>(85.41)</u>
<b>Net Income Over Expense</b>	<u><u>84,241.12</u></u>	<u><u>91,995.25</u></u>	<u><u>(7,754.13)</u></u>

**Moderate Sedation Training Program**  
**- ADMA / Cory Pickens, MD**  
Agenda Item 7(c)



Nevada State Board of Dental Examiners

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CONSCIOUS SEDATION PROVIDER APPROVAL REQUEST

Pursuant to NAC 631.2213(2)(a) which states: The completion of a course of study, subject to the approval of the Board, of not less than 60 Hours dedicated exclusively to the administration of conscious sedation, and the successful management of the administration of conscious sedation to no less than 20 patients:

Business Name: ADMA
Business Address: 627 E 1st St.
City, State & Zip: Dayton, OH 45402
Business Telephone: 406-698-8538
Comprehensive Course Materials and Objectives: Please submit copies of all course materials.

Hours of Actual Instruction: 60
Location/Facility Name, Address and instructors Name:
Kettering Health Residency Dental Clinic, 627 E 1st St. Dayton, OH 45402, Dr. Gary Mermel

Date(s) of Course: Quarterly
Individual Submitting Request: Dr. Cory Pickens
Business Address: 627 E 1st St.
City, State & Zip: Dayton, OH 45402
Business Telephone: 406-698-8538
Date of Request: 26 July 2017

[Handwritten Signature]

Signature of Person Authorized to Represent Course Provider

PLEASE ATTACH NAMES AND BRIEF BIOGRAPHICAL SKETCHES OF INSTRUCTORS AND OUTLINE OF COURSE, INCLUDING METHOD OF PRESENTATION TO THIS FORM.

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE.

Approved by:
Number of Hours Approved:
Effective Date of Approval:
Disapproved [Explanation]:

App fee pd. c/c 12/5/17

*ADMA - C. Pickens - New Material for Consideration*

[http://missoulian.com/news/state-and-regional/billings-man-s-medical-license-to-be-monitored-for-life/article\\_ef9d318a-2387-11e2-af1c-0019bb2963f4.html](http://missoulian.com/news/state-and-regional/billings-man-s-medical-license-to-be-monitored-for-life/article_ef9d318a-2387-11e2-af1c-0019bb2963f4.html)

## **Billings man's medical license to be monitored for life after prescriptions forged**

Associated Press Oct 31, 2012

SUBSCRIBE FOR 33¢ / DAY

*ADMA - C. Pickens - New Material for Consideration*

HELENA — The medical license of a Billings anesthesiologist who pleaded guilty to forging prescriptions to support his addiction to pain pills will be monitored by the Montana Professional Assistance Program for the rest of his career.

The Health Care Licensing Bureau placed the licensing restriction on 41-year-old Cory L. Pickens on Sept. 21. He also must pay a \$1,000 fine by Nov. 21.

Pickens was charged with forging prescriptions in August 2010. He was sentenced to three years on probation in March 2011 and fined \$2,500.

*ADMA - C. Pickens - New Material for Consideration*

The Montana Professional Assistance Program helps physicians address problems such as chemical dependency, substance abuse, psychiatric illness and other issues that diminish their ability to practice.

**ADMA - C. Pickens - New Material for Consideration**

THE UNITED STATES ATTORNEY'S OFFICE

MONTANA



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**Cory L. Pickens Pleads Guilty in U.S. Federal Court**

FOR IMMEDIATE RELEASE

Wednesday, September 08, 2010

The United States Attorney's Office announced that during a federal court session in Billings, on September 8, 2010, before Chief U.S. District Judge Richard F. Cebull, CORY L. PICKENS, a 39-year-old resident of Billings, pled guilty to prescription fraud. Sentencing has been set for December 15, 2010. He is currently released on special conditions.

In an Offer of Proof filed by Assistant U.S. Attorney Jessica T. Fehr, the government stated it would have proved at trial the following:

PICKENS is a licensed Anesthesiologist practicing in Billings and a member of a physician group practice in Billings.

In November of 2009, several area pharmacists reported to law enforcement that questionable prescriptions for narcotics were being issued by PICKENS to at least six patients. The pharmacists reported they thought it was odd that an anesthesiologist was treating individual patients for pain. The individuals for whom the prescriptions were written were interviewed by law enforcement. The majority of the individuals interviewed had no idea PICKENS was writing them prescriptions for narcotics. One individual admitted he filled prescriptions written by PICKENS and shared the narcotics obtained with PICKENS.

Law enforcement also learned that numerous prescriptions were being written to three of the same patients allegedly by another physician. The other physician was contacted. The other physician confirmed he had no patients by the names on the prescriptions and that he had never written prescriptions to those individuals.

On November 2, 2009, PICKENS was questioned by the Billings Police Department as he attempted to fill one of the prescriptions, written in one of the previously identified individual's name and containing a forged signature of the other physician. PICKENS admitted he had forged the other physician's name on prescriptions to obtain narcotics.

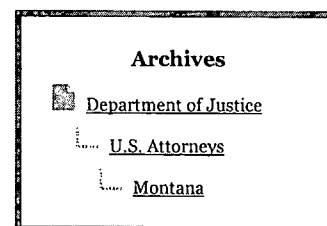
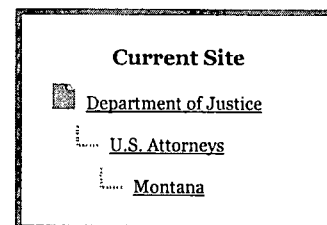
From October of 2007 to November of 2009, PICKENS filled or had filled over 70 prescriptions for Oxycodone, Oxycontin and Hydrocodone for which there was no legitimate medical need and no legitimate doctor/patient relationship. PICKENS used the illegally obtained narcotics to support his opiate addiction.

PICKENS faces possible penalties of 4 years in prison, a \$250,000 fine and 1 year supervised release.

The investigation was a cooperative effort between Drug Enforcement Administration Diversion and the Billings Big Sky Safe Streets Task Force.

A copy of the Offer of Proof can be obtained by contacting Sally Frank at (406) 247-4638.

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*ADMA - C. Pickens - New Material for Consideration*

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*ADMA - C. Pickens - New Material for Consideration*

[http://billingsgazette.com/news/crime/billings-anesthesiologist-facing-false-claims-over-medicaid-payments/article\\_3a18fee9-12a3-5f04-bb73-a3f1f6140bc6.html](http://billingsgazette.com/news/crime/billings-anesthesiologist-facing-false-claims-over-medicaid-payments/article_3a18fee9-12a3-5f04-bb73-a3f1f6140bc6.html)

## **Billings anesthesiologist facing false claims over Medicaid payments**

By CLAIR JOHNSON [cjohnson@billingsgazette.com](mailto:cjohnson@billingsgazette.com) Sep 22, 2016

SUBSCRIBE FOR 33¢ / DAY

## ADMA - C. Pickens - New Material for Consideration



James F. Battin Federal Courthouse

CASEY PAGE, Gazette Staff

BUY NOW

A Billings anesthesiologist who was convicted of prescription drug fraud is facing new allegations of making false claims to receive payments through Medicaid, a program from which he had been barred.

In a civil complaint filed in U.S. District Court in Billings on Wednesday, Assistant U.S. Attorney Megan Dishong of Missoula said Cory Lee Pickens provided services to two dental providers, who paid him and then filed claims with Medicaid.

Because of Pickens' criminal conviction, federal law excluded him from participating in federal health care programs, like Medicaid, for at least five years.

## *ADMA - C. Pickens - New Material for Consideration*

Pickens was sentenced in 2011 to three years of federal probation for prescription drug fraud and fined \$2,500. He admitted to filling prescriptions for narcotic painkillers from 2007 to 2009 to support an opiate addiction.

The complaint seeks a judgment “equal to three times the actual value of the false or fraudulent claims” submitted to Medicaid plus a civil penalty of \$5,500 to \$11,000 per violation.

Pickens’ attorney, Mark Parker of Billings, said Thursday, “We’ve been working with the Department of Justice on this issue. We haven’t come to a resolution, but we hope to.”

The federal Department of Health and Human Services notified Pickens in August 2011 that he had been excluded from federal programs and that his name had been added to the List of Excluded Individuals and Entities, which is a publicly available website employers can check for background information on prospective employees.

Pickens, Dishong said, was granted a waiver to the exclusion in November 2011 and allowed to practice at Benefis Hospital in Great Falls. The waiver, however, said Pickens was not allowed to practice for any other employer in any other location, she said.

*ADMA - C. Pickens - New Material for Consideration*

The complaint alleges that in October 2011, Pickens started providing sedation services to patients of a Laurel dentist, William B. Winterholler, who had confirmed with the Montana State Medicaid website that Pickens was a state provider. But Winterholler did not check with the list of excluded persons, and Pickens did not disclose that he was excluded, the complaint said.

About two years later, Winterholler learned from a third party that Pickens was excluded, the complaint said. Winterholler confronted Pickens, who told him he had a waiver.

Dishong said the Montana Medicaid office told Winterholler that Pickens was an approved state provider. However, in late October 2013, it notified Winterholler that Pickens was on the exclusion list and had no waiver that would allow him to provide services to his patients.

Winterholler ended his relationship with Pickens and reported the conduct to DPHHS. The dentist identified \$36,414 that was improperly paid by Medicaid for services to his patients and agreed to repay the government \$54,621 to settle the violation, Dishong said.

### *ADMA - C. Pickens - New Material for Consideration*

In a second similar situation, Pickens began providing anesthesia services in March 2013 to a group of dental practices known as Remington, which included Remington Family Dental; Hardin Family Dental and Rubicon Dental Associates, Dishong said.

In October 2013, a third party informed Remington that Pickens was an excluded provider, Dishong said. Remington then discovered Pickens was on the exclusion list and ended its relationship with the doctor.

Remington voluntarily reported the conduct to DPHHS, identified \$16,386 in Medicaid payments and paid the government \$24,579 to settle the violation, the prosecutor said.

Pickens, Dishong said, contracted services with Winterholler and Remington through a business called Ambulatory Anesthesia Consultants in Billings. He provided a fee for services and was paid directly by the provider rather than billing a private insurer or Medicaid. After Winterholler and Remington paid Pickens, they submitted claims to Medicaid for eligible patients and the claims included the services Pickens had provided.

The Montana Department of Labor and Industry showed that Pickens received a medical license in March 2004, and its expiration date was March 2015. The state listed Pickens' license status as "suspended expired."

U.S. District Judge Susan Watters has referred the case to U.S. Magistrate Judge Carolyn Ostby.

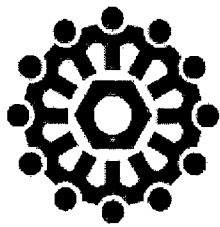
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Clair Johnson

Federal Court, Yellowstone County Reporter

Federal court and county reporter for The Billings Gazette.

*ADMA - C. Pickens - New Material for Consideration*



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## Licensee Detail

License Type:      Medical Doctor  
 State License Number:      MED-PHYS-LIC-10547  
 Name:      CORY LEE PICKENS  
 License State:      MT  
 Title:  
 Licensing Board:      Medical Examiners  
 City, State      BILLINGS MT 59102  
 Zip:  
 Business Name:  
 Business License Expiration Date:  
 License Issue Date:      03/19/2004  
 License Expiration Date:      03/31/2015  
 Method:      Credential  
 License Status:      Terminated

*ADMA - C. Pickens - New Material for Consideration*



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(<https://www.linkedin.com/in/mercer-pickens-8201b414a/>)

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# DENTISTS

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**ADMA - C. Pickens - New Material for Consideration**



<p>TAMPA PEDIATRIC ORAL SEDATION (<a href="https://admatraining.org/product-category/oral-sedation-certification/pediatric-oral-sedation-2/">https://admatraining.org/product-category/oral-sedation-certification/pediatric-oral-sedation-2/</a>) sedation-2/ \$2,395.00 luct/san-</p>	<p>TAMPA ADULT ORAL SEDATION (<a href="https://admatraining.org/product-category/oral-sedation-certification/adult-oral-sedation-2/">https://admatraining.org/product-category/oral-sedation-certification/adult-oral-sedation-2/</a>) ADULT-ORAL-SEDATION-2/ \$2,395.00</p>	<p>CHICAGO A (<a href="https://admatraining.org/product-category/oral-sedation-certification/san-diego-adult-oral-sedation-2/">https://admatraining.org/product-category/oral-sedation-certification/san-diego-adult-oral-sedation-2/</a>) adult</p>
<p>Select Options (<a href="https://admatraining.org/product-category/oral-sedation-certification/san-diego-adult-oral-sedation-2/">https://admatraining.org/product-category/oral-sedation-certification/san-diego-adult-oral-sedation-2/</a>)</p>		

## DENTAL SEDATION COURSES FOR DENTISTS\*

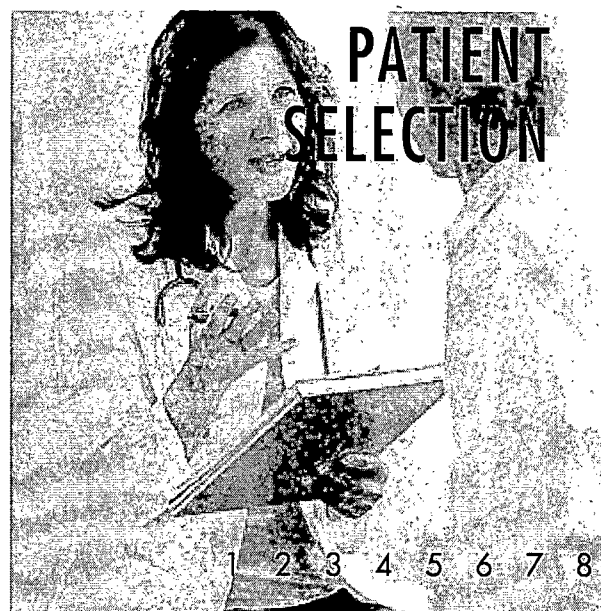
*\*Utilize the navigation ribbon at the top of any page to locate the desired type of sedation course.*

The sedation permit process and the sedation CE required to maintain a permit can be very confusing. The information below can be used as a general guide that navigates the sedation permit process in all 50 states. The state dental boards construct and enforce sedation rules and regulations. The ADA can only publish guidelines and make national

recommendations. Occasionally, state regulations are less stringent than the ADA national recommendations. In some cases, like the state of Illinois, the state regulations are more stringent. Most states parallel their regulations with the ADA guidelines. Dentists should be compliant with both entities to avoid dental legal liability.

Below we will review three types of permits. The certification process to obtain a permit and the sedation CE process to maintain a permit will be outlined.

- Minimal oral (enteral) conscious sedation permit; Adult and Minor
- Moderate oral (enteral) conscious sedation permit; Adult and Minor
- Moderate IV (parenteral) conscious sedation permit; Adult and Minor





*ADMA - C. Pickens - New Material for Consideration***PERMIT CERTIFICATION**

Upon completion of any sedation training, the training entity certifies completion of the course. This certification packet is then mailed to the dental board with the states requested application. The state reviews the application and issues a permit. In most states (except for minimal sedation), a site inspection is necessary within a year at the beginning of the dentists sedation career. Some states do not issue a temporary permit prior to the first site inspection. Typically, the site inspection is repeated every 5 years.

**MINIMAL ORAL (ENTERAL) CONSCIOUS SEDATION PERMIT; ADULT AND MINOR**

The ADMA protocols that this course teaches include traditional halcion (triazolam) protocols with titration (sequential dosing), combination protocols with titration (sequential dosing) and combination triazolam / inhalational N2O protocols. Patients are not dosed to deeper moderate conscious sedation levels with these protocols. The dosing levels remain safe, effective, and patients are able to be discharged home with their caregiver without significant concerns. Amnesia and comfort are readily achieved with these protocols without pushing safe oral dosing limits. The ADMA limits the total oral exposure doses due to the prolonged clinical effects of halcion (triazolam) metabolites. The metabolites cause safety issues while the patient recovers at home. This is why the ADMA trains all of their dentist to remain in the minimal oral conscious sedation spectrum when they administer orally.

ADA Recommendations:

- A minimum of 16 hours
- Clinically-oriented experiences during which competency in oral minimal sedation techniques is demonstrated.
- Minor (sedation training for children 13 and younger) requires additional course content and clinical learning experience specific for children.

ADMA Oral Conscious Sedation Course:

- 30 hours of didactics
- Individual monitoring to include capnography & ECG, and airway management training
- Live cases
- 17 sedation simulations with emergency response challenges
- ACLS review
- Pediatric course: This course includes pediatric anatomy and physiology, pediatric airway management, and live pediatric simulated emergency response.

**MODERATE ORAL (ENTERAL) CONSCIOUS SEDATION PERMIT; ADULT AND MINOR**

## *ADMA - C. Pickens - New Material for Consideration*

Most states are adapting the 60 hr + 20 cases regulation for oral moderate sedation. The ADMA oral combination protocols can achieve moderate sedation safely. However, we recommend that if a dentist wants to deliver consistent and safe sedation at this depth, IV (parenteral) techniques are used. The key point is the patient's status upon discharge. Typically, if traditional halcion protocols are used to maintain moderate sedation for longer than 2 hours, patients are at risk from high secondary benzodiazepine metabolites after discharge. ADMA combination protocols avoid this risk by using non benzodiazepine sedatives to lower halcion doses while achieving a moderate sedative state.

### Typical State Regulations / ADA Future Recommendations:

- A minimum of 60 hours of sedation didactics
- 20 clinical cases during which competency in oral moderate sedation techniques are demonstrated.
- Minor (sedation training for children 13 and younger) requires additional course content and clinical learning experience specific for children.

### ADMA Moderate Oral Conscious Sedation Course:

- 60 hours of didactics
- Individual monitoring to include capnography & ECG, and airway management training
- 25 live cases
- 17 sedation simulations with emergency response challenges
- ACLS review
- Pediatric course: This course includes pediatric anatomy and physiology, pediatric airway management, and live pediatric simulated emergency response.

## **MODERATE IV (PARENTERAL) CONSCIOUS SEDATION PERMIT; ADULT AND MINOR**

The ADMA has now structured a University Training course with training performed under the Kettering Health Medical Residency program. Clinical training is conducted at Kettering Health's Dental Clinic which is a state of the art training facility. Each dentist sedates their own patients with one on one instruction from a board certified anesthesiologist.

### Typical State Regulations / ADA Recommendations:

- A minimum of 60 hours of sedation didactics
- 3 Dentists to 1 Patient ratio allowed for 20 clinical cases during which competency in IV (parenteral) moderate sedation techniques are demonstrated.
- Minor (sedation training for children 13 and younger) requires additional course content and clinical learning experience specific for children.
- ACLS/PALS or emergency response course equivalent recommended

## ADMA - C. Pickens - New Material for Consideration

### ADMA Moderate Oral Conscious Sedation Course:

- 75 hours of didactics
- Individual monitoring to include capnography & ECG, and airway management training
- 25 live cases: 1 Dentist to 1 Patient & 1 Instructor to 1 Dentist
- 15 sedation simulations with emergency response challenges
- ACLS certification
- Pediatric course: This course includes pediatric anatomy and physiology, pediatric airway management, and live pediatric simulated emergency response. 25 pediatric live dental sedation cases are required.

## PERMIT MAINTENANCE ▽ SEDATION CE

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## ADMA - C. Pickens - New Material for Consideration



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# IV SEDATION CERTIFICATION

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KETTERING HEALTH DENTAL CLINIC	KETTERING HEALTH DENTAL CLINIC	KETTERING

**ADMA - C. Pickens - New Material for Consideration**



<p>IV SEDATION CERTIFICATION – DAYTON, OH (<a href="https://admatraining.org/product-category/iv-sedation-certification-dayton-oh-3/">https://admatraining.org/product-category/iv-sedation-certification-dayton-oh-3/</a>) \$5,000.00</p>	<p>IV SEDATION CERTIFICATION – DAYTON, OH (<a href="https://admatraining.org/product-category/iv-sedation-certification-dayton-oh-5/">https://admatraining.org/product-category/iv-sedation-certification-dayton-oh-5/</a>) \$5,000.00</p>	<p>IV SEDATI [ SEDATI DA</p>
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<https://admatraining.org/product-category/iv-sedation-certification-dayton-oh-3/> <https://admatraining.org/product-category/iv-sedation-certification-dayton-oh-5/> <https://admatraining.org/product-category/iv-sedation-certification-dayton-oh-5/>

The ADMA, in conjunction with RMS, is proud to offer university accredited sedation certification at a Kettering Health Residency Dental Clinic. For Ohio Dentists, Rocky Mountain Sedation will remain the regional training provider. The Ohio State Dental Board has approved the RMS training program as a member of the ADMA.

**THE ABOVE COURSES CERTIFY DENTISTS TO APPLY FOR A PARENTERAL (IV) SEDATION PERMIT\***

*\*Click on learn more above to view an in depth course description.*

We have vast experience providing IV sedation training. This course is the cornerstone of our corporation. Maintaining direct communication with the Dental Boards ensures we provide training that exceeds your state’s expectations. Train with the experts. Individualize your training.

We are the only course that utilizes 1 on 1 training.

The ADMA does not allow 3 dentists to share 1 patient.

The ADMA designs your protocols based off of your skills, state requirements, and patient demographics. Every dentist receives training from Board Certified Anesthesiologists, Oral Surgeons, and Expert Sedation Dentists. To become certified for parenteral (IV) conscious sedation, the ADMA requires:

1. Comprehensive training in the administration and management of 25 individual parenteral (IV) sedation cases.
2. Live training in patient evaluation and selection, use of equipment, personnel requirements,

## ***ADMA - C. Pickens - New Material for Consideration***

monitoring, documentation, patient medical management, and emergency management.

3. A minimum of 75 hours of sedation education. This curriculum exceeds the ADA national recommendations.

We are a Physician and Dentist Based Board Certified Anesthesia staff that specializes in training dentists to the American Society of Anesthesiologists standards. We certify dentists to exceed state regulations in all 50 states.\* The ADMA certifies dentists nationwide and produces results. Our success for permits is 100%, and we walk you through the entire credentialing process. 6 months of post course clinical help is included. \*MO requires a one year residency for a parenteral sedation permit.

Home (<https://admatraining.org/>)

Contact (<https://admatraining.org/contact/>)

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**HealthFirst**  
compliance for your practice, your patients & your planet™

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The largest online dental CE directory in the world

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**Approval of Public Health  
Endorsement Program**  
Agenda Item 7(d)

BRIAN SANDOVAL  
Governor



JULIE KOTCHEVAR, Ph.D.  
Interim Administrator

RICHARD WHITLEY, MS  
Director

LEON RAVIN, M.D.  
Acting Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
4150 Technology Way  
Carson City, Nevada 89706  
Telephone (775) 684-4200 • Fax (775) 687-7570  
<http://dpbh.nv.gov>

Dear Nevada Board of Dental Examiners,

The intent of this letter is to request the addition of the Southern Nevada Health District (SNHD) to the Board's list of public health dental hygiene approved programs.

The Chief Health Officer of the Southern Nevada Health District is Dr. Joseph Iser. The mission of the Southern Nevada Health District is to, "assess, protect, and promote the health, the environment, and the well-being of Southern Nevada communities, residents, and visitors." Under Dr. Iser's leadership the Southern Nevada Health District continues to develop innovative programs to meet the changing needs of local residents and improve the health of Southern Nevada. Dr. Iser recognizes the fundamental relationship between oral health, systemic health, and overall quality of life. The Southern Nevada Health District has collaborated with the Division of Public and Behavioral Health's Oral Health Program in medical-dental integration project to bring services to rural counties. The Southern Nevada Health District is requesting recognition as a public health dental program to better address the dental health challenges of the patients within the health district.

If granted public health dental hygiene program approval from the Board, the Southern Nevada Health District plans to provide treatment through the work of a dental hygienist who holds a public health endorsement to Clark County citizens through the use of SNHD clinics and individuals in Esmeralda, Lincoln, Nye, and White Pine Counties through the use of the SNHD mobile clinic.

The Southern Nevada Health District hygienist will:

- Provide dental prophylaxis, fluoride varnish applications, sealants, and assessments of the oral health of patients through medical and dental histories, radiographs, indices, risk assessment, and intraoral and extraoral procedures that analyze and identify the oral health needs of patients.
- Through motivational interviewing set oral health goals and train patients and for minors, their guardians on oral hygiene techniques including tooth brushing, flossing, and routine oral health examination schedules.
- Assist Dr. Iser in including oral health information in SNHD literature and building partnerships that expand the opportunity for dental professionals to volunteer their services within SNHD clinics. This may include involvement in the SNHD back-to-school programs and community health fairs throughout Southern Nevada.

I respectfully ask that you give this request every consideration.

Sincerely,

Antonina Capurro

Digitally signed by Antonina Capurro  
DN: cn=Antonina Capurro, o=UNLV SDM, ou,  
email=antonina.capurro@unlv.edu, c=US  
Date: 2018.02.27 16:21:28 -0800

Antonina Capurro, DMD, MPH, MBA  
State Dental Health Officer  
Division of Public and Behavioral Health  
Oral Health Program

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**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

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***Notification of Additional Program through Special Health Endorsement***

Licensee Name: \_\_\_\_\_ License No. \_\_\_\_\_

Licensee's Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Do you have a current special health endorsement? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of Additional Program: Southern Nevada Health District

Address for Additional Program: See attachment  
\_\_\_\_\_

Telephone Number for Additional Program: 702-759-1000

Name of Program Director: Dr. Joseph Iser, Chief Health Officer

.....  
\*\*Please note\*\* You may only provide public health dental hygiene after receiving a special health endorsement approved by the Board and you may only provide these services at the following, Board approved programs, health care facility, health facility and schools pursuant to NAC 631.210(7). Please verify with the Board office regarding Board approved programs.

.....  
For Office Use:

Verify Program/Facility: \_\_\_\_\_

Date Licensees additional program information was updated: \_\_\_\_\_ by \_\_\_\_\_

## Nevada Policy for Urgent Dental Issues Identified During Community Screening

This State policy provides a framework to guide dental/medical professionals when an urgent dental need has been identified as part of an oral health screening conducted at a health fair, school, or other community-based venue, and/or when people of any age are identified as having dental needs. This policy is rooted in the ethical belief that *any* type of public health screening includes a responsibility to recognize and report dental neglect and this obligation extends beyond informing the patient to simply seek care when a minor or vulnerable adult is the patient in question.

Dental caries is the most common chronic disease of childhood and can quickly progress to negatively and significantly impact overall health.<sup>1</sup> It is for this reason that public health dental assessments/screenings followed by oral hygiene and dietary education for guardians and preventative fluoride varnish for children should be provided. Children especially those with dental needs should be assisted in finding a dental home to manage current oral health issues and establish a level of care that will protect against future infections. A similar protocol should exist for vulnerable adults or adult with special needs. In adults, poor oral health may be associated with or exacerbate chronic diseases such as diabetes and cardiovascular disease and may affect mental health and overall quality of life.<sup>2,3</sup> Every effort should be made to assist these patients in finding a qualified dental provider.

### Background

Community outreach, patient education, and dental assessments or screenings provide a positive public service by quickly informing large groups of individuals on their current dental status, and empowering them to become active participants in their oral health. A dental assessment or screening is a visual examination that identifies overall dental care, obvious signs of infection, dental cavities (caries), and oral disease and assigns a level of urgency regarding a dental visit. It should be noted that a dental assessment/screening does not constitute a comprehensive dental examination. A dental examination is a more thorough evaluation and includes the use of x-rays. For this reason, individuals that receive a screening and are identified as having an urgent or non-urgent dental finding should seek a more thorough clinical examination and health history to address the issue.

At a minimum, patients screened should receive oral health care education, information on their current dental status, and a dental referral in the form of a list of community dental clinics whose contact information has been verified. This clinical directory should include those offices that offer reduced fee, free, or Medicaid dental services. Some screening venues also notify area community clinics in advance of the date of a large-scale dental screening and have arranged to refer patients for same day care.

A more inclusive effort, particularly for individuals with urgent dental needs, includes some level of case management. Parents or guardians in the case of vulnerable adults if not onsite with the patient should be notified of the dental care needs, referred for treatment, assisted with information to address barriers, and contacted by phone to determine if the situation has been addressed. For the purposes of this Nevada policy, 'urgent dental needs' are defined as "needing dental care within 24 to 48 hours because of signs or symptoms that include pain, infection, or swelling"<sup>4</sup>.

<sup>1</sup> Oral Health in America: A Report of the Surgeon General. Rockville, Md: US Dept of Health and Human Services, National Institutes of Health, National Institute of Dental and Craniofacial Research. 2000.

<sup>2</sup> Schou L. Oral health, oral health care, and oral health promotion among older adults: social and behavioral dimensions. In: Cohen LK, Gift HC, editors. Disease Prevention and Oral Health Promotion. Copenhagen: Munksgaard; 1995.

<sup>3</sup> Shlossman M, Knowler WC, Pettitt DJ, Genco RJ. Type 2 diabetes and periodontal disease. J Am Dent Assoc 1990;121:532-6

<sup>4</sup> *Basic Screening Surveys: An Approach to Monitoring Community Oral Health*. Association of State and Territorial Dental Directors. Available at <http://www.astdd.org/basic-screening-survey-tool/>

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## Legal Obligation

When a dental/medical professional conducts a dental assessment or screening, s/he has assumed the responsibility of recognizing and reporting dental neglect. Per the American Academy of Pediatric Dentistry Council on Clinical Affairs, dental neglect is defined as a, “willful failure of parent or guardian to seek and follow through with treatment necessary to ensure a level of oral health essential for adequate function and freedom from pain and infection.”<sup>5</sup> In Nevada, the protection of children from abuse and neglect is outlined in NRS 432. Negligent treatment or maltreatment is defined by NRS 432B.140 as occurring, “if a child has been subjected to harmful behavior that is terrorizing, degrading, painful or emotionally traumatic, has been abandoned, is without proper care, control or supervision or lacks the subsistence, education, shelter, **medical care or other care necessary for the well-being of the child** because of the faults or habits of the person responsible for the welfare of the child or **the neglect or refusal of the person to provide them when able to do so.**”<sup>6</sup> Medical neglect is a form of child abuse particularly when a guardian refuses to access dental/medical care for a child experiencing a dental/medical emergency.

In the case of suspected abuse in vulnerable adult or adult with special needs, a dental/medical professional who, “has reasonable cause to believe that a vulnerable person has been abused, neglected, exploited or isolated shall (a) Report the abuse, neglect, exploitation or isolation of the vulnerable person to a law enforcement agency; and (b) Make such a report as soon as reasonably practicable but not later than 24 hours after the person knows or has reasonable cause to believe that the vulnerable person has been abused, **neglected, exploited or isolated.**”<sup>7</sup> “Neglect” means the failure of (a) A person who has assumed legal responsibility or a contractual obligation for caring for an older person or a vulnerable person or who has voluntarily assumed responsibility for his or her care to **provide food, shelter, clothing or services which are necessary to maintain the physical or mental health** of the older person or vulnerable person; or (b) An older person or a vulnerable person to provide for his or her own needs because of inability to do so.

"Older person" means a person who is 60 years of age or older.

"Protective services" means services the purpose of which is to prevent and remedy the abuse, neglect, exploitation and isolation of older persons. The services may include investigation, evaluation, counseling, arrangement and referral for other services and assistance.”<sup>8</sup>

## Case Management

For minors and/or vulnerable adults, a consent form from the patient’s guardian must be obtained before conducting a dental assessment/screening. The guardian’s name, contact information, patient’s name, and current dentist’s name should be provided on dental screening forms. Every patient screened should be sent home with information about the dental screening, the dental findings, and at a minimum, verified contact information on community clinics as described above. For adult patients, the findings of the screening can be discussed with both the individual and the guardian. For children and vulnerable adults with urgent dental needs, some form of case management should be attempted to explain the dental findings and assist in removing barriers to treatment. Only through this type of follow-up communication can dental neglect be identified.

<sup>5</sup> *Definition of dental neglect.* American Academy of Pediatric Dentistry Council on Clinical Affairs. 2016. Available at [http://www.aapd.org/media/Policies\\_Guidelines/D\\_DentalNeglect1.pdf](http://www.aapd.org/media/Policies_Guidelines/D_DentalNeglect1.pdf)

<sup>6</sup> NRS 432B Protection of children from abuse and neglect

<sup>7</sup> NRS 200.50935 Report of abuse, neglect, exploitation or isolation of vulnerable person.

<sup>8</sup> NRS 200.5092 Definitions.

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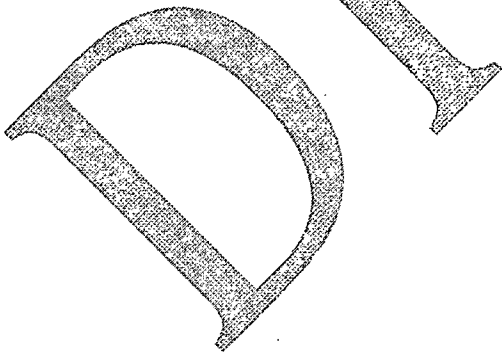
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When dental screenings have been conducted by the State Oral Health Program, the State Dental Health Officer will initiate contact with the individual's parent/guardian and discuss the etiology and treatment needed. The seriousness of the individual's condition in regards to overall health will be reiterated to the parent/guardian. The parent/guardian will be asked to schedule an appointment with a dentist within 24 to 48 hours. Should a parent/guardian be willing but unable to make a dental appointment, the State Oral Health Program will provide a Community Dental Resource Inventory which outlines dental clinics throughout the state that offer reduced fee, free, or Medicaid dental services. Specifics regarding Nevada's Medicaid dental plan which provides comprehensive dental care for patients 0-21, emergency dental services for adult patients, and transportation services will be explained. Individuals will be provided with contact information for Medicaid agencies for more information regarding eligibility.

The Oral Health Program staff will make subsequent follow-up phone calls to confirm that the individual was seen by a dentist. If the appointment was cancelled without being rescheduled, a parent/guardian will be called and given 24 hours to reschedule the appointment. The parent/guardian will be advised that if they cannot schedule *and keep* a dental appointment (which will be determined by subsequent follow-up phone calls with the parent/guardian and dentist), the Division of Child and Family Services (DCFS) will be notified to provide additional case management. Should they refuse dental care or be unable to pay for treatment due to loss of Medicaid eligibility or financial hardship, further case management will be provided by the local child welfare agency.

If an individual with urgent needs resides on tribal land, then a report should be made to the tribal social work office or local Division of Child and Family Services (DCFS). The local welfare agency or DCFS will determine jurisdiction and proceed.

A similar protocol should be followed by dental/medical professionals conducting community or school dental assessments/screenings. When an urgent dental need has been identified, the individual's parent/guardian should be assisted in accessing care and scheduling a dental appointment. It is the obligation of the provider or provider's organization to ensure that some form of case management has been attempted and referral to government agencies (ie. DCFS or Oral Health Program) is made when appropriate.



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**Budget and Financial Reporting Requirements**

Subgrantee agrees to adhere to the following budget:

<b>PERSONNEL:</b>	<b>Hourly Cost</b>	<b>Hours</b>	<b>Weeks</b>	<b>Fringe</b>	<b>Amount Requested</b>
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<u>Dental Hygienist Assistant</u>	\$35	25	16	30%	\$18,200
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Job Description:

This employee will provide oral hygiene education, assessment, and preventive services to SNHD patients in community settings and in the SNHD mobile clinic.

**TOTAL PERSONNEL COSTS: \$18,200.00**

**EQUIPMENT:**

AseptiChair Portable Dental Chair	\$1,520
AseptiChair Portable Dental Operator's Stool	\$614
LED curing light	\$1,580
Patient bibs, fluoride varnish, sealant materials, disposable mirrors	\$3,500
Aseptico Portable Dental Unit	\$4,000

**TOTAL EQUIPMENT COSTS: \$11,214.00**

**SUPPLIES**

Oral Hygiene Charts and Instructional Aids— Provided by NOHP	\$0
Puppets— Provided by NOHP	\$0
PPE supplies(gloves, mask, gowns)— Provided by SNHD	\$0

**TOTAL SUPPLIES COSTS: \$0**

**INDIRECT COST: (8%) \$2,353.12**

**TOTAL BUDGET \$31,767.12**

Contractor agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the contract period.

- Reimbursement may be requested monthly for expenses incurred in the implementation of the Scope of Work, and no later than 30 days of the end of the fiscal period. Fiscal period ends June 30, 2018.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred.
- Final invoices will not be approved for payment until Outcomes Report is received by the Nevada State Oral Health Program.

- Additional expenditure detail will be provided upon request from the Division.
- Provided the Nevada Oral Health Program with later use of the equipment purchased under this agreement.

This agreement may be TERMINATED by either party prior to the date set forth on the Notice of Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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ATTACHMENT AA: Scope of Work  
Contract Number: C 1800103

The Southern Nevada Health District (SNHD), agrees to the following:

<b>Goal 1: Program Management: Enhance program infrastructure and capacity to provide preventive dental services.</b>						
<b>Objective</b>	<b>Activities</b>	<b>Outputs</b>	<b>Timeline</b>	<b>Target Population</b>	<b>Evaluation Measure (indicator)</b>	<b>Evaluation Tool</b>
1.1: By March 12, 2018 hire a dental hygienist to provide oral health services	1.1.1 Hire staff with education and experience to provide oral hygiene education, routine dental prophylaxis, dental case management, and community dental services(dental examinations, fluoride varnish application, and sealants). Hygienist should devote at least half of his/her time to service patients in community arenas specifically the SNHD mobile clinic, and partner SNHD clinics.	A hired staff to provide oral hygiene education and regular cleanings to patients	By March 12, 2018	N/A	Date and # of staff hired	Outcomes report
	1.1.2 Provide CPR, bloodborne pathogens, infection control, and HIPPA safety and security training for dental hygienist along with verification of current vaccinations and TB testing.	Trained staff to safely provide oral hygiene education and regular cleanings to patients	By April 9, 2018	N/A	Verification of training completion	Outcomes report
	1.1.3 Assist dental hygienist in applying for public health endorsement through the Nevada Board of Dental Examiners.	Nevada Board of Dental Examiners application for 3/23 board meeting. Material	By March 12, 2018	N/A	Submission of application	Outcomes report

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		deadline March 15,2018				
1.2: Prepare educational and marketing materials	1.2.1 Develop oral health educational materials that focus on the relationship between oral health and overall health for patients served by the SNHD.	Creation of promotional cards and educational printed materials.	Through June 30, 2018 with a final report due July 21, 2018	N/A	# and types of educational materials created, # of submissions accepted to include oral health educational information, and # and types of promotional materials created to market the SNHD dental services.	Outcomes report
	1.2.2 Explore partnerships with organizations that provide patient focused health related educational materials. Particularly investigate submission of an oral health section as part of the SNHD <i>Living Well with HIV</i> booklet.					
	1.2.3 Create cards and flyers that can be provided to patients at health fairs and community events that include the SNHD contact information and NOHP dental resource directory information.					
1.3: Identify opportunities and prepare paperwork necessary to apply for grants that will provide program sustainability	1.3.1 Explore and apply for all funding options available to your organization that will ensure program sustainability.	Application for grants	Through June 30, 2018 with a final report due July 21, 2018	N/A	# of opportunity identified # of application	Outcomes report
1.4: Identify opportunities to support the structure of the Nevada Oral Health Program.	1.4.1 Explore the feasibility of housing the NOHP Program Manager and Administrative Assistant at the SNHD.	Outline definitive steps towards this goal	Through December 30,2018	N/A	Successful relocation of NOHP	Program record
1.5: By July 21,	1.4.1 Develop and	One outcomes	Through	N/A	# of report	Program

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2018 provide one outcomes report to the Nevada Oral Health Program.	submit one outcomes report that includes expense data, number and type of patient cases, outreach activities, and ability to meet expected deliverables to the NOPH.	report	June 30, 2018 with a final report due July 21, 2018		submitted in a timely manner	record
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**Goal 2: Clinical Services – Provide preventive dental treatment to non-hospital patients with case management for completion of dental needs and adhere to NOPH policy on patients with urgent needs identified during community screenings.**

<b>Objective</b>	<b>Activities</b>	<b>Outputs</b>	<b>Timeline</b>	<b>Target Population</b>	<b>Evaluation Measure (indicator)</b>	<b>Evaluation Tool</b>
2.1: Through June 30, 2018, provide preventive dental treatment to patients served by the SNHD.	2.1.1 Collect, track, and evaluate dental assessment data. For community events, use screening and consent forms provided by the NOHP and enter collected information into a HIPAA compliant database.	Screening information and treatment services entered into HIPPA compliant database.	Through June 30, 2018	Patients served by SNHD	# of clinical sessions conducted # of patients served in the SNHD clinics and in community settings	Program record and outcomes report
2.2 Through June 30, 2018, oversee program administration and identify equipment/supplies necessary to fulfill the obligations of this agreement.	2.2.1 Purchase mobile dental equipment to support dental hygienist working in community clinics, SNHD mobile clinic, and SNHD program clinics. Equipment purchased as part this contract and provided in this budget will be available to NOHP for future utilization.	Documentation of purchase orders and orders received.	Through June 30, 2018	Patients served by SNHD	# of clinical sessions conducted # of patients served in the SNHD clinic and in community settings	Copy of all purchase orders and invoices
	2.2.2 Provide	Treatment	Through	N/A	# of	Program

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	infection control armament necessary to fulfill community screening services which may include gloves, mask, gown, eye glass shields, eyewear, etc.	services entered into HIPPA compliant database.	June 30, 2018		clinical sessions conducted # of patients served in the SNHD clinic and in community settings	record and outcomes report
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## **Southern Nevada Health District**

### **Mobile Clinic Program**

#### **Description/Protocol**

The Southern Nevada Health District (SNHD) Mobile Clinic Program is a mobile clinic that offers preventive oral health services, routine medical examinations, and vaccinations in Nevada. Dental program staff will offer oral health education, oral hygiene instruction, oral health screenings, dental sealants and fluoride varnish as outlined in the attached sealant/fluoride varnish placement protocol. Services are offered in community settings throughout the state and in Southern Nevada Health District clinics using portable dental equipment. Findings from the oral health screening are documented on a Basic Screening Survey (BSS) Form. The Southern Nevada Health District (SNHD) Mobile Clinic Program is working with the State Oral Health Program to analyze the data collected. The BSS was created for use by state oral health programs by the Association of State and Territorial Dental Directors (ASTDD).

A Community Dental Resource Inventory sheet which outlines dental clinics throughout the state that offer reduced fee, free, or Medicaid dental services will be provided to patients along with a copy of the dental screening form. Findings from the BSS form will be entered into a HIPPA compliant case management report by the dental program staff. Southern Nevada Health District will follow the State Oral Health Program's policy on urgent dental issues identified during community screening as outlined in the attached policy.

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**Southern Nevada Health District Public Health Centers**

**Southern Nevada Health District Main Facility**

- 280 S. Decatur Blvd., Las Vegas, NV 89107

**East Las Vegas Public Health Center**

- 560 N. Nellis Blvd., Suite D-1, Las Vegas, NV 89110

**Southern Nevada Health District Henderson Clinic**

- 874 American Pacific Dr., Henderson, NV 89014

**Mesquite Public Health Center**

- 830 Hafen Lane, Mesquite, NV 89027

**Mobile Clinic:**

- Windmill Library  
7060 W. Windmill Ln.  
Las Vegas, NV 89113
- Skyview YMCA  
3050 E. Centennial Pkwy.  
North Las Vegas, NV 89081
- Laughlin Jr./Sr. High School  
1900 Cougar Drive  
Laughlin, Nevada 89029
- Rural Trips through Esmeralda, Nye, Lincoln, and White Pine Counties

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**INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

A Contract Between the State of Nevada  
Acting by and Through Its  
Department of Health and Human Services  
Division of Public and Behavioral Health

**Bureau of Child, Family & Community Wellness  
Oral Health Program (OHP) ("DPBH OHP")**  
3811 W. Charleston Blvd. Suite 205  
Las Vegas, Nevada 89102  
Ph: (702) 774-2573 · Fax: (702) 774-2521  
Contact: Antonina Capurro, DMD, MPH, MBA

and

**Southern Nevada Health District ("Health District")**  
PO Box 3902  
Las Vegas, Nevada 89127  
Ph: (702) 759-1201  
Contact: Joseph Iser, MD, DrPH, MSc  
C1800103

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WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are 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 appropriate official action of the governing body of each party.
- 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.
- 3. CONTRACT TERM.** This Contract shall be effective **upon approval to June 30<sup>th</sup>, 2018**, unless sooner terminated by either party as set forth in this Contract.
- 4. TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. 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 set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: BUSINESS ASSOCIATES AGREEMENT

7. CONSIDERATION. Both parties agree to provide the services set forth in paragraph (6) at no cost. Any intervening end to an annual or 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.

8. 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 expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, 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 where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, 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.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. 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. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. 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 but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. 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

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excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. 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.

16. 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.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, 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 this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

21. 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 and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. 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. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter

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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, approved by the State of Nevada Office of the Attorney General.

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

**Southern Nevada Health District**  
Public Agency #1

Andrew J. Glass      1/25/18      Director of Administration  
Andrew J. Glass, FACHE, MS      Date      Title

Approved as to form:

Annette L. Bradley      1/17/18  
Annette L. Bradley Esq.      Date  
General Counsel

**Division of Public and Behavioral Health**  
Public Agency #2

\_\_\_\_\_      Administrator  
for Amy Roukie, MBA      Date      Division of Public and Behavioral Health  
Title

Approved as to form and compliance with law by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada      On \_\_\_\_\_ Date

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**ATTACHMENT A: SCOPE OF WORK****Project: Oral Health Program Dental Hygiene Services**

1. **Purpose:** To promote oral health education for clients of the Southern Nevada Health District (Health District) throughout Southern Nevada beginning in February of 2018. This Scope of Work (SOW) more specifically describes the dental services to be provided and the expectations of the Department of Health and Human Services (DHHS), Division of Public and Behavioral Health (DPBH), Oral Health Program (OHP) and Health District pursuant to this Contract.
2. **Resources:** All activities and services below shall be dependent on the Parties' respective and available assets and resources required to provide the necessary resources and clinical services.
3. **Payment:** All fees and expenses incurred relating to this Contract shall be paid by the Party incurring such fees or expenses. This Contract does not necessarily anticipate the present exchange of monies between the Parties.
4. **Nevada DHHS, DPBH, OHP shall:**
  - a) Provide a licensed dental hygienist with a public health endorsement.
  - b) Provide the necessary equipment and supplies to deliver quality dental services.
  - c) Provide oral health educational resources and oral hygiene patient materials, analyze the raw data collected from patient surveys, and share findings with the Health District Retain the sole rights to publish the findings from this collaborative model.
  - d) Seek and apply for funding opportunities individually and/or jointly with SNHD that will sustain and expand this collaboration.
  - e) List the Health District as a collaborator on any literature written as a result of this agreement, and where applicable, grant funding sources.
  - f) Retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by it in the performance of the services hereunder.
  - g) Ensure malpractice coverage is provided for dental hygienist while performing duties under this contract.
  - h) In performing the services hereunder, DPBH OHP will follow dental hygienist practices consistent with generally accepted professional standards.
5. **Health District shall:**
  - a) Provide the DPBH OHP with clinical space and administrative support
  - b) As deemed appropriate, support collaborative partnerships and opportunities for the DPBH OHP to work with Health District staff in other Health District departments
  - c) Seek and apply for funding opportunities individually or jointly with DHHS and/or DPBH that will sustain and expand this collaboration
  - d) Provide transportation through the SNHD Mobile Clinic for DPBH OHP dental hygienist to reach patients
  - e) Maintain general liability coverage when OHP dental hygienist is located on SNHD property
  - f) In a secure location, house the OHP mobile dental trailer which holds dental equipment and supplies
6. **The Parties Mutually Agree:**

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- a) The Parties shall be solely responsible for all matters relating to the payment of their respective employees and have and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons under their respective employ.
- b) Except as the other Party expressly authorizes in writing in advance, neither Party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services.
- c) They shall fully cooperate with one another, and shall take any additional acts, or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- d) **Neither DHHS, DPBH, nor OHP** is an agent or employee of Health District and shall furnish services contemplated herein in its own manner and method except as required by this Contract.
- e) As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression.
- f) To comply with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, to protect the security, confidentiality, and integrity of protected health information, the Parties will execute and be bound by Attachment B, Business Associate Agreement.

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**ATTACHMENT B**  
**BUSINESS ASSOCIATE AGREEMENT**  
**BETWEEN**  
**SOUTHERN NEVADA HEALTH DISTRICT**  
**AND**  
**STATE OF NEVADA**  
**ACTING BY AND THROUGH ITS**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH**  
**BUREAU OF CHILD, FAMILY & COMMUNITY WELLNESS**  
**ORAL HEALTH PROGRAM (OHP)**

This Business Associate Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 between the Southern Nevada Health District (“Covered Entity”), and State of Nevada, acting by and through its Department of Health and Human Services, Division of Public and Behavioral Health, Bureau of Child, Family & Community Wellness Oral Health Program (OHP) (“Business Associate”), (individually referred to as “Party” or collectively as “Parties”).

**WITNESSETH:**

WHEREAS, the Department of Health and Human Services (“HHS”) has promulgated regulations at 45 CFR Part 160 and 164, implementing the privacy and electronic security requirements set forth in the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”); and

WHEREAS, Business Associate provides services to Covered Entity pursuant to one or more contractual relationships, said Agreements are detailed below and are hereinafter referred to as “Service Agreements,” and

WHEREAS, in the course of fulfilling its responsibilities under such Service Agreements, Business Associate may have access to, use, and/or disclose Protected Health Information (as defined below); and

WHEREAS, Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document as if fully set out herein; and

WHEREAS, the enactment of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 establishes certain requirements relating to the use, disclosure, and safeguarding of protected health information by persons providing services to Covered Entities, and both Parties have mutually agreed to satisfy such requirements through this Agreement; and

NOW THEREFORE, in consideration of the Parties continuing obligations under the Service Agreement(s) and other good and valuable consideration, the Parties mutually agree to the provisions of this Agreement to address the requirements of the HIPAA Rules, establish satisfactory assurances Business Associate will appropriately safeguard any Protected Health Information received from or on behalf of Covered Entity, and, therefore, execute this Agreement.

**I. AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT**

Business Associate will provide services to Covered Entity pursuant to the following Service Agreements:

Agreement between Southern Nevada Health District and State of Nevada, acting by and through its Department of Health and Human Services, Division of Public and Behavioral Health, Bureau of Child, Family & Community Wellness Oral Health Program (OHP) – C1800103

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## II. DEFINITIONS

Any terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160 and 164.

- i) "Breach" means the acquisition, access, use, or disclosure of PHI a manner that is not permitted under the privacy regulations which compromises the security or privacy of the PHI. Any unpermitted access, use, or disclosure is presumed a breach absent a demonstration of a low probability that the PHI has been compromised.
- ii) "Protected Health Information" (PHI) means individually identifiable health information including, without limitation, all data, documentation, demographic, medical, and financial information collected from an individual which relates to the past, present, or future physical or mental health, condition, provision of health care, or payment for the provision of health care to an individual. PHI includes without limitation "Electronic Protected Health Information" as defined below.
- iii) "Electronic Protected Health Information" (ePHI) means PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- iv) "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- v) "Required by Law" has the same meaning as the term "required by law" in 45 CFR § 164.103.
- vi) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

## III. BUSINESS ASSOCIATE CONFIDENTIALITY REQUIREMENTS (Privacy Rule)

### **Business Associate acknowledges and agrees:**

- i) To not use or disclose PHI other than as permitted or required by this Agreement, the Service Agreements, or as Required by Law.
- ii) To use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- iii) In case of any conflict between this Agreement and the Service Agreements, this Agreement shall govern.
- iv) All PHI created, received, maintained, or transmitted by Covered Entity and disclosed or made available in any form or format by Covered Entity or its operating units to Business Associate or is created, received maintained or transmitted by Business Associate on Covered Entity's behalf shall be subject to this Agreement.
- v) To use or disclose any PHI solely for meeting its obligations as set forth in the Service Agreement(s) and as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity.
- vi) Ensure all such uses and disclosures of PHI are subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and minimum necessary requirements.
- vii) Ensure any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restriction and conditions that apply through this Agreement to Business Associate with respect to such information (45 CFR § 164.314).
- viii) To fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the HIPAA Rules.
- ix) Subject to the exceptions contained in the HITECH Act, Business Associate will not directly or indirectly receive remuneration for the sale or exchange of any PHI without a valid authorization from the applicable

individual. Business Associate will not engage in any communication which might be deemed "marketing" under the HIPAA Rules.

**IV. BUSINESS ASSOCIATE SECURITY REQUIREMENTS (Security Rule)**

Business Associate acknowledges and agrees:

- i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of PHI other than as permitted in this Agreement or by the HIPAA Rules.
- ii) To use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Service Agreement(s), this Agreement, or as Required by Law. This includes the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect and secure the Covered Entity's ePHI against any reasonably anticipated threats or hazards, utilizing technology commercially available to the Business Associate. (45 CFR §§ 164.308, 164.310, 164.312). Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training, and sanctions of its workforce member. (45 CFR §164.316).
- iii) To notify Covered Entity immediately of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- iv) In the case of an unsuccessful attempt to gain unauthorized access, Business Associate need only notify Covered Entity of an attempt that had a reasonable probability of success.
- v) To notify Covered Entity immediately upon discovery of a breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment and final determination on whether to notify affected individuals, media, or HHS.
  - a. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.
  - b. Business Associate shall provide Covered Entity with all required content of notification pursuant to 45 CFR § 164.410 and 45 CFR 404 within 15 business days of discovery of the Breach.
- vi) For breaches determined to have resulted from the Business Associate actions and/or its subcontractors, Business Associate will handle and pay all costs for any breach notifications and/or mitigation to affected individuals and notifications to HHS and the media, on behalf of the Covered Entity.
- vii) All notifications as permitted or required pursuant to this Agreement must be in writing, and shall be made by personal delivery, overnight delivery, via U.S. certified mail, postage prepaid to Covered Entity, or overnight courier service at the address set forth below:

Andrew J. Glass  
Director of Administration and Privacy Officer  
280 S. Decatur BLVD.  
Las Vegas, NV 89107

**V. BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES**

Notwithstanding the prohibitions otherwise set forth in this Agreement, Business Associate may use and disclose PHI as follows:

- i) Subject to the limitations of this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

*[Handwritten signature]*

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- ii) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(b).
- iii) Business Associate shall report to Covered Entity any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident it becomes aware, including breaches of unsecured PHI.
- iv) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

**VI. SPECIFIC USE AND DISCLOSURES**

- i) HHS has the right to review, audit, or investigate Business Associate's records and practices related to the use and disclosure of PHI to ensure Covered Entity's compliance with the terms of the HIPAA Rules.
- ii) Upon request, provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
- iii) At Covered Entity's Request, Business Associate agrees:
  - a. To comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed and of which Business Associate has been notified.
  - b. Within 15 days of a request by Covered Entity, account for disclosures of PHI and make an account of such disclosure available to Covered Entity as required by 45 CFR § 164.528.

**VII. TERMINATION**

- i) Covered Entity shall have the right to terminate this Agreement and the Service Agreement(s) immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.
- ii) If Covered Entity reasonably believes that Business Associate has violated a material term of this Agreement, where practicable, Covered Entity shall either:
  - a. give written notice to Business Associate with an opportunity to reasonably and promptly cure or end the violation and terminate the Agreement if the Business Associates does not cure the breach or end the violation within the reasonable time specified; or
  - b. terminate this Agreement and the Service Agreement(s) immediately.
- iii) This Agreement shall terminate in the event the underlying relationship, functions, or services that gives rise to the necessity of this Agreement terminates for any reason. Upon such termination, the provisions of this Agreement which expressly or by their nature survive expiration or termination will remain in effect.
- iv) Upon termination of the Service Agreement(s), this Agreement, or at the request of Covered Entity, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information.
  - a. If such return or destruction is not feasible, Business Associate shall provide written assurances as to the means of continued protection of the data and extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible for so long as Business Associate maintains the same.
  - b. Business Associate shall consult with Covered Entity as necessary to ensure an appropriate means for the return and/or destruction of any PHI and notify the Covered Entity in writing when such destruction is complete.
  - c. If PHI is returned, the Parties shall document when the PHI has been received by the Covered Entity.

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**VIII. MISCELLANEOUS**

- i) The Parties agree that the provisions of HIPAA and the HITECH Act that apply to Business Associate are incorporated by reference into this Agreement in their entirety.
- ii) Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of 45 CFR § 164.526.
- iii) Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third Parties.
- iv) The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement(s) and/or the business relationship of the Parties, and shall continue to bind Business Associate, its subcontractors, agents, employees, contractors, successors, and assigns.
- v) This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- vi) The Parties are independent entities and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent Parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.
- vii) This Agreement will be governed by the laws of the State of Nevada.
- viii) Failure to declare a breach or the actual waiver of any particular breach of the Agreement or Service Agreement(s) 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.
- ix) Waiver of any term, provision or condition of this Agreement, in any one or more instances, shall not be deemed to be construed as a further waiver from any such term, provision or condition, or as a waiver of any other term, provision or condition of this Agreement.
- x) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the HIPAA Rules.
- xi) Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- xii) In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- xiii) This Agreement is the result of the joint efforts of Covered Entity and Business Associate, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there shall be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.
- xiv) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

*[SIGNATURES ON NEXT PAGE]*

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COVERED ENTITY  
SOUTHERN NEVADA HEALTH DISTRICT

By: *Andrew J. Glass*  
Name: Andrew J. Glass, FACHE, MS  
Title: Director of Administration

Date: 1/25/18

BUSINESS ASSOCIATE  
Division of Public and Behavioral Health

\_\_\_\_\_  
for Amy Roukie, MBA Date

Administrator  
Division of Public and Behavioral Health \_\_\_\_\_  
Title

Approved as to form and compliance with law by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada

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

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# **Voluntary Surrender**



# Nevada State Board of Dental Examiners

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

## VOLUNTARY SURRENDER OF LICENSE

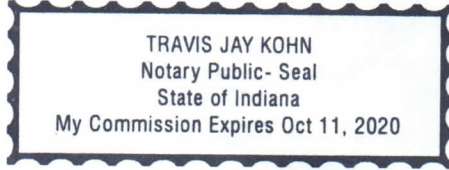


STATE OF NV license (IN)  
COUNTY OF \_\_\_\_\_ (Wayne)

I, Corbin Partridge, hereby surrender my Nevada  
Dental /Dental Hygiene (circle one) license number 52-1540 on 02 day of  
March, 2018.

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



3/2/18  
Date

Notary Seal

[Signature]  
Notary Signature

Licensee Current Mailing Address: \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone: \_\_\_\_\_