

NEVADA STATE BOARD
of
DENTAL EXAMINERS



BOARD MEETING

FEBRUARY 22, 2019

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 was available for this meeting at the Nevada State Board of Medical Examiners Office Conference Room located at: 9600 Gateway Drive; Reno, NV 89521

PUBLIC MEETING

Friday, November 9, 2018
9:11 a.m.

Board Meeting Draft Minutes

Please Note: The Nevada State Board of Dental Examiners may hold board meetings via video conference or telephone conference call. The public was 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 9600 Gateway; Reno, NV 89521 (when applicable).

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

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

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

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

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

Dr. Timothy Pinther ("Dr. Pinther") -----PRESENT
 Dr. Byron Blasco ("Dr. Blasco") -----PRESENT
 Dr. Jason Champagne ("Dr. Champagne") -----PRESENT
 Dr. Gregory Pisani ("Dr. Pisani") -----PRESENT
 Dr. R. Michael Sanders ("Dr. Sanders") -----PRESENT
 Dr. D. Kevin Moore ("Dr. Moore") -----PRESENT
 Dr. David Lee ("Dr. Lee") -----PRESENT
 Ms. Betty Pate ("Ms. Pate") -----PRESENT
 Mrs. Yvonne Bethea ("Ms. Bethea") -----PRESENT
 Ms. Jennifer Reeder ("Ms. Reeder") -----EXCUSED
 Ms. Gabrielle Cioffi ("Ms. Cioffi") -----PRESENT

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

Pledge of allegiance.

Dr. Blasco introduced and welcomed three of four newly appointed board members that were present.

Dr. Lee stated that he had been practicing dentistry in Las Vegas for many years, and that he looked forward to working with board.

Ms. Cioffi stated that she was currently a nurse in Las Vegas and works for Dignity Health.

63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127

Dr. Moore stated that he was a longtime resident of Las Vegas and has practiced for over 20+ years in private practice. He stated that he was happy to be at the Board.

Thank the former board members that sat on the board and for their work.

Public Attendees: Sharon Gabriel, RDH; Linda Ly, on behalf of Adrian Ruiz, DDS of the LVDA; Lisa Joner, Campbell Jones Cohen CPA; Kay See, Campbell Jones Cohen CPA; Daniel Bouer, Cameraman for the LVDA.

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

Ms. Linda Ly stepped forward to read a statement for the record on behalf of Dr. Adrian Ruiz of the LVDA.

Note: 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

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)

MOTION: Dr. Sanders moved that the Board take the agenda out of order to agenda item (3)(b)(2). Motioned seconded by Dr. Pinther. All were in favor of the motion.

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

***b. Financials – NRS 631.180/NRS 631.190** (For Possible Action)

(2) Approval of Annual Audit Report for FY 2018 (For Possible Action)

Dr. Blasco drew the Board's attention to Ms. Joner and Ms. See of Campbell Jones and Cohen, CPA's. Both Ms. Joner and Ms. See stepped up to go over their audit with the Board. Ms. Joner noted that overall the Board's finances were balancing fairly. She noted a couple of differences in comparison to the audit from the year prior, which she briefly discussed with the Board.

MOTION: Dr. Pisani moved that the Board approve the annual audit as presented by Campbell, Jones and Cohen, CPA. Motion seconded by Dr. Pinther. With no further discussion, the motion was unanimously approved.

Ms. Joner and Ms. See stated that they would submit the audit to the state.

MOTION: Dr. Sanders moved that the Board return to agenda order. Motion seconded by Dr. Pinther. All were in favor of the motion.

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

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

- (1) 07/13/2018 – Formal Hearing
- (2) 07/14/2018 – Formal Hearing
- (3) 09/14/2018 – Board Meeting
- (4) 10/05/2018 – Formal Hearing

Dr. Blasco drew the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel stated that every Board member present should have had the opportunity to review the proposed draft minutes and inquired if there were any amendments to be made. With no amendments offered, Dr. Blasco called for a motion.

MOTION: Ms. Pate moved that the Board adopt the draft minutes of July 13, 2018; July 14, 2018; September 14, 2018; and October 5, 2018. Motion seconded by Dr. Pinther. Discussion: Mrs. Bernstein Chapman wanted it clarified for the record that in some of the minutes being approved, Ms. Pate and Dr. Pisani recused themselves from voting because they sit on the review panel. She noted that in one the meeting minutes; one board member is excused from attendance, which is why they were not listed as abstaining. With no further discussion, the motion was unanimously approved.

128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190

***b. Financials – NRS 631.180/NRS 631.190** (For Possible Action)

- (1) Review Balance Sheet and Statement of Revenues, Expenses and Balances for period July 1, 2018 to September 30, 2018 (Informational Purposes only)

Dr. Blasco drew the Board's attention to Ms. Hummel, the Board's accountant, to go over the review of the financial statements. Mrs. Hummel stepped forward to review the financials with the Board. There was brief discussion on a few areas of the budget. She added that currently there were 2,049 Active dentists licensed; and 1, 419 active dental hygienists licensed. Furthermore, that in total, there was a total of 3,163 dentists currently licensed in Nevada, and a total of 2,603 dental hygienists licensed in Nevada. It was noted that the total represented any licensee with an active, inactive, retired, or disabled license status.

- (3) Request to reimburse Disciplinary Screening Officer his cost for legal counsel to represent him in his capacity as an agent of the Board due to actual or potential conflict regarding current litigation naming him as a defendant
(For Possible Action)

(a) Bradley Strong, DDS

Dr. Blasco drew the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel stated that Dr. Strong is a DSO, and for the new board members, they are members that are appointed by the board to that capacity. There was discussion of an individual's right to hire their own counsel to be represented in matters regarding the Board when serving in the capacity as an agent of the Board. The Board members and counsel held a discussion regarding the matter.

MOTION: Dr. Sanders moved that the Board approve Dr. Strong's request to be reimbursed for the legal costs incurred for defending himself in a case for serving in the capacity of a DSO for the Board. Motion seconded by Ms. Pate. With no further discussion, the motion was unanimously approved.

- (4) Approve to Amend budget to increase Disciplinary Screening Officer Expense Account by \$15,000.00 for legal costs associated with litigation in District Court
(For Possible action)

Dr. Blasco drew the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel stated that this would be to help prepare the Board for potential additional costs that weren't originally budgeted for in DSO expenses and that this would be for the FY19 budget, only.

MOTION: Dr. Pinther moved that the Board approve to amend the budget to increase the DSO expense account by \$15,000. Motion was seconded by Dr. Pisani. With no further discussion, the motion was unanimously approved.

***c. Contract:** (For Possible Action)

- (1) Amend contract for legal services with Lee Drizin, Esquire to increase the amount of contract by \$80,000.00 to the maximum amount of \$150,000.00 for the term of the contract all other provisions are in full force and effect
(For Possible Action)

Dr. Blasco drew the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel stated that with Mr. Drizin currently working on two (2) court cases for the Board, the legal fees were approaching the contracted amount, and therefore asked for the Board's approval to amend the contract to increase the legal fees.

MOTION: Dr. Pinther moved that the Board approve to amend the contract to the maximum amount of \$150,000. Motion seconded by Dr. Pisani. There was additional discussion held regarding in-house counsel, outside counsel, and the Attorney General's ability to represent the Board in certain cases. With no further discussion, the motion was unanimously approved; Dr. Moore abstained.

- 191 (2) Approve to Amend budget to increase legal services expense account by
192 \$80,000 for legal costs associated with contract for litigation in District Court (For
193 Possible action)
194

195 **MOTION:** Dr. Pisani moved that the Board approve to amend the budget to increase legal
196 services expense account by \$80,000. Motion seconded by Dr. Sanders. With no further
197 discussion, the motion was unanimously approved; Dr. Moore abstained.
198
199

200 ***d. Policy:** (For Possible Action)
201

- 202 (1) Request for the Board to adopt policy regarding reimbursement to agents of the
203 Board for legal costs who are named in civil action in their capacity as an agent
204 of the Board for actual or potential conflicts (For Possible Action)
205

206 Dr. Blasco drew the Board's attention to Mrs. Bernstein Chapman. Mrs. Bernstein Chapman discussed
207 establishing a policy regarding the reimbursement to agents of the Board for legal cost who are named in
208 civil action in their capacity as an agent of the board for potential conflicts. There was discussion of the
209 policy they would like to establish. Mrs. Shaffer-Kugel stated that by establishing a policy they can have
210 something in place should this ever arise again.
211

212 It was requested that Mrs. Bernstein Chapman draft a policy to place to be presented on the next agenda.
213

- 214 (2) Discussion for the Board to consider adopting indwelling catheters as the
215 standard of care when administering moderate sedation or general anesthesia
216 to patients (For Possible Action)
217

218 Dr. Blasco drew the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel stated that some inspectors
219 noticed that there were some dentists using a butterfly catheter and Dr. Johnson and Okundaye were
220 concerned because the butterfly catheter is not secure. Therefore, Dr. Johnson and Dr. Okundaye were
221 asking for a change to state whether or not the use of a butterfly catheter would be considered adequate.
222 There was some discussion regarding the subject and whether it should be considered appropriate to use.
223 It was requested that this matter be referred to the Anesthesia Subcommittee for further discussion.
224
225

226 ***e. Calendar:** (For Possible Action)
227

- 228 (1) Approval of Board Meeting Calendar of Events for 2019 (For Possible Action)
229

230 Dr. Blasco drew the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel stated that the dates listed
231 were the proposed Board meeting dates for the year 2019. She stated that should any Board member be
232 unavailable for a particular date to please notify office staff. There was discussion of what the AADB
233 meetings consisted of. Mrs. Shaffer-Kugel stated that due scheduling conflicts with the AADB meeting, they
234 would review the calendar to what other dates the conference room would be available in March.
235

236 **MOTION:** Dr. Pisani moved that the Board approve the proposed Board Meeting Calendar of
237 Events for 2019, with the exception that they change the March 8, 2018 date. Motion
238 seconded by Ms. Pate. With no further discussion, the motion was unanimously
239 approved.
240
241

242
243 ***4. Board General Counsel's Report** (For Possible Action)
244

245 ***a. Legal Actions/Lawsuit(s) Update** (Informational Purposes)
246

247 Dr. Blasco drew the Board's attention to Mrs. Bernstein Chapman. Mrs. Bernstein Chapman indicated to the
248 Board that there were two (2) pending matters. She gave a brief synopsis of the two cases and their current
249 status.
250
251
252
253

254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317

***b. Approve/Reject Stipulation Agreements** (For Possible Action)

(1) Kevin Deuk, DMD

Dr. Blasco directed the attention to the Board's general counsel, Melanie Bernstein Chapman. Mrs. Bernstein Chapman went over the provisions of the proposed corrective action plan stipulation agreement. She stated that the proposed corrective action plan stipulation agreement was agreed to by the review panel, and recommended approval by the Board. Mrs. Bernstein Chapman explained to the new board members the difference between a corrective action non-disciplinary stipulation agreement and a disciplinary action stipulation agreement. There was discussion regarding the complaint process, stipulation agreements, informal hearings, and formal hearings.

MOTION: Dr. Pinther moved that the corrective action plan stipulation agreement between the Nevada State Board of Dental Examiners and Dr. Kevin Deuk, DMD be adopted. Motion seconded by Dr. Sanders. Motion was unanimously approved by the Board members present at this meeting; with an abstention by Ms. Pate and Dr. Pisani. Discussion: Dr. Moore discussed some areas of the stipulation agreement since he was confused on some of the process. Motion was unanimously approved by the Board, with abstentions from Ms. Pate and Dr. Pisani.

(2) Thomas Matteucci, DDS

Dr. Blasco directed the attention to the Board's general counsel, Melanie Bernstein Chapman. Mrs. Bernstein Chapman went over the provisions of the proposed corrective action plan stipulation agreement. She stated that the proposed corrective action plan stipulation agreement was agreed to by the review panel, and recommended approval by the Board.

MOTION: Dr. Pinther moved that the corrective action plan stipulation agreement between the Nevada State Board of Dental Examiners and Dr. Thomas Matteucci, DDS be adopted. Motion seconded by Dr. Sanders. Motion was unanimously approved by the Board members present at this meeting; with abstentions by Ms. Pate and Dr. Pisani.

***5. Old Business** (For Possible Action)

***a. Approval/Rejection of Moderate Sedation Training Program – NAC 631.2213**
(For Possible Action)

(1) DOCS Education in Collaboration with Oregon Health & Science University School of Dentistry – IV Sedation for Dentistry (For Possible Action)

Dr. Blasco requested that they table this agenda item since former board member, Brendan Johnson, would have been the one to review the materials, but the information had yet to be reviewed.

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

***a. Approval of Two Board Members to the Review Panel for period January 1, 2019 to December 31, 2019 - NRS 631**(For Possible Action)

- (1) R. Michael Sanders, DMD
- (2) Yvonne Bethea, RDH

Dr. Blasco drew the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel stated that the review panel must consist of one dental board member and one dental hygiene board member. Dr. Moore inquired on what the Review Panel entailed, which Mrs. Bernstein Chapman explained the duties of the review panel.

MOTION: Dr. Pisani moved that the Board approve to appoint Dr. Sanders and Mrs. Bethea to the Review Panel for the year 2019. Motion seconded by Dr. Pinther. With no further discussion, the motion was unanimously approved.

318 *b. **Approval of Two Alternate Board Members to the Review Panel for period January 1,**
319 **2019 to December 31, 2019 when potential conflicts arise** (For Possible Action)
320

- 321 (1) Gregory Pisani, DDS
322 (2) Betty Pate, RDH
323

324 Dr. Blasco drew the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel stated that the alternative
325 board members would be use in the event that there is potential conflict.
326

327 **MOTION:** Dr. Pinther moved that the Board appoint Dr. Pisani and Ms. Pate as alternate Board
328 members to the review panel for the year 2019. Motion seconded by Dr. Sanders. With
329 no further discussion, the motion was unanimously approved.
330
331

332 *c. **Approval of Anesthesia Evaluator/Inspector – NRS 631.190** (For Possible Action)
333

- 334 (1) Barry Frank, DDS
335

336 Dr. Blasco drew the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel explained the process to
337 become an evaluator and what serving in the capacity of an evaluator entailed. Mrs. Shaffer-Kugel stated
338 that Dr. Frank's application was reviewed by former Board member Dr. Brendan Johnson, and approval was
339 recommended.
340

341 **MOTION:** Dr. Pisani moved that the Board approve the appointment of Dr. Barry Frank as an
342 Anesthesia Evaluator/Inspector for the Board. Motion seconded by Dr. Pinther. With no
343 further discussion, the motion was unanimously approved.
344
345

346 *d. **Approval/Rejection of Application for Injection of Neuromodulators, Dermal and Soft**
347 **Tissue Filler Certification Course** (For Possible Action)
348

- 349 (1) American Academy of Facial Esthetics – Dr. Louis Malmacher
350
 - 351 • Botulinum Toxin and Dermal Filler (Live) Patient Training (20 hours)
 - 352 • Frontline TMJ & Orofacial Pain (Live) Patient Training (10 hours)
 - 353 • Solid Filler PDO Threads (Live) Patient Training (12 hours)
354

355 Dr. Blasco drew the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel stated that the course was
356 reviewed by Dr. Blasco. She stated that this particular case was a 42 hour course, and met the minimum
357 course requirements of 24 hours.
358

359 **MOTION:** Dr. Sanders moved that the Board approve the course. Motion seconded by Dr. Pisani.
360 With no further discussion, the motion was unanimously approved.
361
362

363 *e. **Approval of Voluntary Surrender of License – NAC 631.160** (For Possible Action)
364

- 365 (1) Catherine L. Miller, RDH
366

367 Dr. Blasco drew the Board's attention to Mrs. Shaffer-Kugel. Mrs. Shaffer-Kugel stated that the licensee listed
368 had no pending matters with the Board and recommended approval of the voluntary surrender. She noted
369 that once approved, the voluntary surrender was absolute and irrevocable.
370

371 **MOTION:** Dr. Pinther moved that the board approve the request for voluntary surrender of Ms.
372 Catherine Miller's dental hygiene licensee. Motion seconded by Dr. Pisani. With no further
373 discussion, the motion was unanimously approved.
374
375

376 *f. **Approval for Anesthesia – Permanent Permit – NAC 631.2233** (For Possible Action)
377

378 **(1) General Anesthesia** (For Possible Action)
379

- 380 a. Kristin E. Chino, DMD
381 b. Michael S. Moody, DMD
382 c. Ashley T. Roberts, DMD
383 d. Gregory C. Walton, DMD

384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452

Dr. Blasco stated that all were reviewed and recommended for approval by former Board member Dr. Brendan Johnson; all was in order and recommended approval.

MOTION: Dr. Pinther moved that the board approve the general anesthesia sedation permits for Dr. Chino, Dr. Moody, Dr. Roberts, and Dr. Walton. Motion seconded by Dr. Sanders. With no further discussion, the motion was unanimously approved.

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

(1) Moderate Sedation – 13 years of age or older (For Possible Action)

- a. Shane L. Ellsworth, DMD

Dr. Blasco stated that the application was reviewed by former board member; Dr. Brendan Johnson, that all was in order and that he recommended the approval of a temporary moderate sedation permit for Dr. Ellsworth.

MOTION: Dr. Pisani moved that the board approve the temporary moderate sedation permit for Dr. Ellsworth. Motion seconded by Dr. Pinther. With no further discussion, the motion was unanimously approved.

(2) Moderate Sedation (Pediatric Specialty) 21 years of age or younger
(For Possible Action)

- a. Larry S. Hon, DMD

Dr. Blasco stated that the application was reviewed by former board member; Dr. Brendan Johnson, that all was in order and that he recommended the approval of a temporary moderate sedation (pediatric specialty) permit for Dr. Hon.

MOTION: Dr. Pinther moved that the board approve the temporary moderate sedation (pediatric specialty) permit for Dr. Hon. Motion seconded by Dr. Sanders. With no further discussion, the motion was unanimously approved.

(3) General Anesthesia (For Possible Action)

- a. Christopher J. Galea, DDS
- b. Matthew T. Popp, DDS

Dr. Blasco stated that the application was reviewed by former board member; Dr. Brendan Johnson, that all was in order and that he recommended the approval of a temporary general anesthesia sedation permit for Dr. Galea and Dr. Popp.

MOTION: Dr. Pisani moved that the board approve the temporary general anesthesia sedation permit for Dr. Galea and Dr. Popp. Motion seconded by Dr. Pinther. With no further discussion, the motion was unanimously approved.

***h. Approval for a 90-Day Extension of Anesthesia Permit – NAC 631.2254(2)** (For Possible Action)

(1) Moderate Sedation (Pediatric Specialty) 21 years of age or younger (For Possible Action)

- a. Ruth Alvarez, DDS
- b. Kellie J. McGinley, DDS

Dr. Blasco requested approval for an extension to conduct the inspections for Dr. Alvarez and Dr. McGinley.

MOTION: Dr. Pinther moved that the board approve the request for an extension. Motion seconded by Dr. Sanders. With no further discussion, the motion was unanimously approved.

453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516

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

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

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

Dr. Pinther stated that there was no report.

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

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

Dr. Pisani stated that there was no report.

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

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

(Dr. Blasco; Ms. Bethea)

Dr. Blasco stated that there was no report.

Mrs. Pate stated attended the meeting and has provided a report for the record that will be forwarded to them as well.

Mrs. Shaffer-Kugel stated that she attended the Executive Director's meeting in October and noted that they will be including Executive Director's to the DERB and HERB meetings.

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

(Timothy Pinther, DDS)

Dr. Pinther stated that there was no report.

***d. Continuing Education** (For Possible Action)

(Chair: Dr. Blasco; Dr. Shahrestani; Dr. Pisani; Ms. Gabriel)

Dr. Blasco stated that there was no report.

***e. Committee of Dental Hygiene** (For Possible Action)

(Chair: Ms. Gabriel; Ms. Pate; Mrs. Bethea; Dr. Shahrestani)

Ms. Pate stated that while there was no report, she noted that they will be rescheduling the Committee on Dental Hygiene meeting for a future date.

***f. Anesthesia** (For Possible Action)

(Chair: Dr. Johnson; Dr. Pinther; Dr. Champagne; Dr. Sanders)

Dr. Pinther stated that there was no report.

***g. Infection Control** (For Possible Action)

(Chair: Ms. Gabriel; Dr. Blasco; Dr. Champagne; Dr. Pisani; Mrs. Bethea)

Dr. Blasco stated that there was no report.

***h. Budget and Finance Committee** (For Possible Action)

(Chair: Dr. Champagne; Dr. Pinther; Dr. Blasco; Ms. Pate)

Dr. Champagne stated that there was no report.

517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548

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

Ms. Sharon Gabriel stated that she enjoyed her time on the board and thanked the Board.

Note: 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

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)

9. Announcements: Dr. Pinther encouraged the new board members to meet with Mrs. Bernstein Chapman and Mrs. Shaffer-Kugel to answer any questions they may have.

***10. Adjournment** (For Possible Action)
Dr. Blasco called for a motion to adjourn.

MOTION: Dr. Sanders moved that the November 9, 2018 meeting of the Nevada State Board of Dental Examiners be adjourned. Motion seconded by Dr. Pinther, and without discussion, unanimously approved by the Board. Meeting adjourned at 10:58 a.m.

*Minutes approved at the January 11, 2019 Board Meeting
Respectfully Submitted by:*

Debra Shaffer-Kugel, Executive Director

DRAFT



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



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

Telephone Conference

PUBLIC MEETING

Thursday, November 29, 2018

6:02 P.M.

Board Meeting Draft Minutes

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

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

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

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

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

Board President Blasco called the meeting to order and the Executive Director conducted the following roll call:

- Dr. Timothy Pinther ("Dr. Pinther") -----PRESENT
- Dr. Byron Blasco ("Dr. Blasco") -----PRESENT
- Dr. Jason Champagne ("Dr. Champagne") -----PRESENT
- Dr. Gregory Pisani ("Dr. Pisani") -----PRESENT
- Dr. R. Michael Sanders ("Dr. Sanders") -----EXCUSED
- Dr. D. Kevin Moore ("Dr. Moore") -----PRESENT
- Dr. David Lee ("Dr. Lee") -----PRESENT
- Ms. Betty Pate ("Ms. Pate") -----PRESENT
- Mrs. Yvonne Bethea ("Ms. Bethea") -----PRESENT
- Ms. Gabrielle Cioffi ("Ms. Cioffi") -----PRESENT

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

Public Attendees: Malcolm LaVergne, Counsel for the Las Vegas Dental Association (LVDA); Zoe Alterwitz, representative of the LVDA; Daniel Bouer, Cameraman for the LVDA.

61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114

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

Mr. Malcom LaVergne, Counsel for the LVDA made public comment, to include, a written copy of the his statements for the record. Mr. LaVergne submitted exhibits to support his comments, but it was noted that the exhibits did not provide the names of the licensees. The Board Members requested Mr. LaVergne provide additional information that would identify the licensees he was referencing in his comments. A Board Member requested this matter be placed on the next Board Meeting agenda for further discussion.

Zoe Alterwitz made public comment on behalf of the LVDA. A request for a copy of the public comment Ms. Alterwitz was reading into the record was made by the Executive Director. However, the Board has not received a copy of the written public comment. Ms. Alterwitz was addressing Agenda item 3(1)(a) pertaining to the proposed contract for an appellate attorney to represent the Nevada State Board of Dental Examiners.

Ms. Alterwitz went on to state the position of the members of the Las Vegas Dental Association regarding 4 Board Members, former Board Counsel, current General Counsel and the Executive Director.

Note: 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

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

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

***(1) Approval of Contract for Appellate Attorney to represent the Board in case(s) filed with the Nevada Supreme Court – NRS 631.190** (For Possible Action)

(a) Robert Eisenberg, Esq. with Lemon Grundy & Eisenberg

General Counsel for the Board provided the Board Members with an update regarding the pending litigation filed against the Board and certain members and staff. General Counsel stated that an appellate attorney for the filing party had been retained and made appearance in the litigation. Therefore, in the event the Board is in need of an appellate attorney the Board would have an approved contract for Mr. Robert Eisenberg, Esquire to provide legal services to the Board Members, Board Staff and investigators. Discussion between Board Members was held. This item was tabled until the next meeting of the Board.

It was asked that certain items be placed on the January meeting agenda for discussion.

MOTION: Board Member Moore moved that the board table this agenda item. Motion seconded by Board Member Lee

Roll call vote: (A 'Yes' vote would be in favor of the motion)

Dr. Byron Blasco	-----	No	Dr. D. Kevin Moore	-----	Yes
Dr. Timothy Pinther	-----	Yes	Dr. David Lee	-----	Yes
Dr. Gregory Pisani	-----	Yes	Ms. Betty Pate	-----	No
Dr. Jason Champagne	-----	Yes	Mrs. Yvonne Bethea	-----	No
Dr. R Michael Sanders	-----	Excused	Ms. Gabrielle Cioffi	-----	Yes

Motion passed, agenda item tabled.

***(2) Consideration to Approve/Reject Stipulation Agreement** (For Possible Action)

(a) Christine Navales, DDS

General Counsel went over the provisions of the proposed stipulation agreement regarding Dr. Navales. General Counsel advised the Board this investigation was reviewed by the Review Panel in accordance with the statutes and on behalf of the Disciplinary Screening Officer and the Review Panel a request for Board

115
116
117
118
119
120

122
123
124
125
126
127
128
129
130
131
132
133
134

135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157

approval. The agreement addresses the deficiencies of the licensee while protecting the public. There was discussion regarding the stipulation agreement and the investigative process.

MOTION: Board Member Pinther moved that the stipulation agreement between the Nevada State Board of Dental Examiners (NSBDE) and Dr. Christine Navales, DDS be adopted. Motion seconded by Board Member Champagne. Roll call vote:

Dr. Byron Blasco	-----	Yes	Dr. D. Kevin Moore	-----	Yes
Dr. Timothy Pinther	-----	Yes	Dr. David Lee	-----	Yes
Dr. Gregory Pisani	-----	Abstained	Ms. Betty Pate	-----	Abstained
Dr. Jason Champagne	-----	Yes	Mrs. Yvonne Bethea	-----	Yes
Dr. R Michael Sanders	-----	Excused	Ms. Gabrielle Clouff	-----	Yes

Motion passed; stipulation agreement between NSBDE and Dr. Christine Navales adopted.

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

Mr. LaVergne commented on the comments made by him and Ms. Alterwitz at the beginning of the meeting and the possibility of looking at the processes outlined in statute more closely at a future board meeting.

Note: 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

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

5. Announcements: No announcements were made.

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

Board Member Blasco called for a motion to adjourn.

MOTION: Board Member Pisani moved that the November 29, 2018 Telephone Conference meeting of the Nevada State Board of Dental Examiners be adjourned. Motion seconded by Board Member Pinther, and without discussion, unanimously approved by the Board. Meeting adjourned at 6:40 p.m.

*Minutes approved at the January 11, 2019 Board Meeting
Respectfully Submitted by:*

Debra Shaffer-Kugel, Executive Director

Added 02/19/2019

Financials

Nevada State Board of Dental Examiners

Balance Sheet

As of December 31, 2018

Dec 31, 18

ASSETS

Current Assets

Checking/Savings

10000 · Wells Fargo-Operating	284,836.36
10015 · Wells Fargo - Saving	885,380.59
10010 · Wells Fargo-Reserves	<u>1,200,117.69</u>

Total Checking/Savings 2,370,334.64

Accounts Receivable

11000 · Accounts Receivable	87,598.93
11001 · Allowance for Bad Debts	<u>-84,477.53</u>

Total Accounts Receivable 3,121.40

Other Current Assets

11050 · Reimbursements Receivable	331.88
11200 · Prepaid Expenses	16,964.68
11210 · Prepaid Insurance	2,983.76
18000 · Deferred Outflows-Pension	<u>246,396.00</u>

Total Other Current Assets 266,676.32

Total Current Assets 2,640,132.36

TOTAL ASSETS 2,640,132.36

LIABILITIES & FUND BALANCE

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable	<u>45,313.85</u>
--------------------------	------------------

Total Accounts Payable 45,313.85

Other Current Liabilities

22125 · DDS Deferred Revenue	349,341.62
22136 · RDH Deferred Revenue	337,240.81
20500 · Fines Payable-State of Nevada	200.00
23750 · Accrued Vacation/Sick Leave	<u>85,014.94</u>

Total Other Current Liabilities 771,797.37

Total Current Liabilities 817,111.22

Long Term Liabilities

20601 · Pension Liability	644,106.00
---------------------------	------------

21001 · Deferred Inflows-Pension	<u>46,114.00</u>
----------------------------------	------------------

Total Long Term Liabilities 690,220.00

Total Liabilities 1,507,331.22

Fund Balance 1,132,801.14

TOTAL LIABILITIES & FUND BALANCE 2,640,132.36

Added 02/19/2019

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

Ordinary Income/Expense	Jul - Dec 18	Budget	\$ Over Budget
Income			
40000 · Dentist Licenses & Fees			
40100 · DDS Active License Fee	297,598.73	293,250.00	4,348.73
40102 · DDS Inactive License Fee	17,143.66	16,752.00	391.66
40135 · DDS Activate/Inactive/Suspend	5,900.00	10,980.00	(5,080.00)
40136 · DDS Activate Revoked License	1,800.00	1,500.00	300.00
40140 · Specialty License App	1,375.00	2,000.00	(625.00)
40145 · Limited License App	875.00	1,500.00	(625.00)
40115 · Limited License Renewal Fee	5,108.07	6,990.00	(1,881.93)
40146 · Limited License-S Application	1,600.00	0.00	1,600.00
40116 · LL-S Renewal Fee	1,191.67	900.00	291.67
40150 · Restricted License App	600.00	300.00	300.00
40180 · Anesthesia Site Permit App	4,250.00	3,450.00	800.00
40182 · CS/GA/Site Permit Renewals	22,102.61	21,240.00	862.61
40183 · GA/CS/DS or Site Permit Relnp	2,350.00	8,700.00	(6,350.00)
40175 · Conscious Sedation Permit Appl	2,250.00	5,250.00	(3,000.00)
40170 · General Anesthesia Permit Appl	6,750.00	6,750.00	0.00
40186 · Pediatric Anesthesia Permit	3,500.00	3,000.00	500.00
40184 · Infection Control Inspection	8,750.00	9,000.00	(250.00)
40212 · DDS ADEX License Application	12,000.00	7,800.00	4,200.00
40205 · DDS Credential Appl Fee-Splcity	6,600.00	8,400.00	(1,800.00)
40211 · DDS WREB License Application	24,000.00	40,800.00	(16,800.00)
40214 · DDS License by Endorsement	18,600.00	12,000.00	6,600.00
Total 40000 · Dentist Licenses & Fees	444,344.74	460,562.00	(16,217.26)
50000 · Dental Hygiene Licenses & Fees			
40105 · RDH Active License Fee	106,912.96	106,781.00	131.96
40106 · RDH Inactive License Fee	3,746.23	3,830.00	(83.77)
40130 · RDH Activate/Inactive/Suspend	7,275.00	1,100.00	6,175.00
40110 · RDH LA/N2O Permit Fee	2,900.00	3,000.00	(100.00)
40224 · RDH ADEX License Application	2,400.00	0.00	2,400.00
40222 · RDH WREB License Application	23,100.00	16,800.00	6,300.00
40226 · RDH License by Endorsement	2,400.00	4,200.00	(1,800.00)
Total 50000 · Dental Hygiene Licenses & Fees	148,734.19	135,711.00	13,023.19
50750 · Other Licenses & Fees			
43650 · Reimbursed Investigation Costs	12,390.70	12,000.00	390.70
40602 · Monitoring Fees	87.50	0.00	87.50
40220 · License Verification Fee	2,725.00	3,075.00	(350.00)
40227 · CEU Provider Fee	5,850.00	6,000.00	(150.00)
40225 · Duplicate License Fee	525.00	400.00	125.00
40555 · Fines	450.00	0.00	450.00
40185 · Lists/Labels Printed	4,045.00	2,350.00	1,695.00
40600 · Miscellaneous Income	132.00	150.00	(18.00)
Total 50750 · Other Licenses & Fees	26,205.20	23,975.00	2,230.20

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

	<u>Jul - Dec 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Total Income	619,284.13	620,248.00	(963.87)
Expense			
68001 · CE Class Expenses	1,768.28	0.00	1,768.28
60500 · Bank Charges	4,366.66	5,160.00	(793.34)
68000 · Conferences & Seminars	7,692.79	11,000.00	(3,307.21)
63000 · Dues & Subscriptions	5,207.68	4,700.00	507.68
65100 · Furniture & Equipment	4,952.67	4,980.00	(27.33)
66500 · Insurance	4,975.89	5,260.00	(284.11)
66520 · Internet/Web/Domain			
66520-2 · E-mail; Website Services	1,774.92	2,226.00	(451.08)
66520-3 · Internet Services	1,813.92	1,812.00	1.92
66520-4 · Jurisprudence Exam Website	198.00	198.00	0.00
Total 66520 · Internet/Web/Domain	3,786.84	4,236.00	(449.16)
73500 · Information Technology	728.00	880.00	(152.00)
66600 · Office Supplies	6,080.26	7,100.00	(1,019.74)
66650 · Office Expense	9,122.99	11,224.00	(2,101.01)
67000 · Printing	3,006.32	2,250.00	756.32
67500 · Postage & Delivery	6,987.49	6,000.00	987.49
68500 · Rent/Lease Expense			
68500-1 · Equipment Lease	758.78	760.00	(1.22)
68500-2 · Office	36,179.22	36,180.00	(0.78)
68500-4 · Storage Warehouse	1,064.87	962.00	102.87
Total 68500 · Rent/Lease Expense	38,002.87	37,902.00	100.87
75000 · Telephone	955.42	1,015.00	(59.58)
75100 · Travel (Staff)	352.11	950.00	(597.89)
73550 · Per Diem (Staff)	29.62	180.00	(150.38)
73600 · Professional Fee			
73600-1 · Accounting/Bookkeeping	13,620.00	12,500.00	1,120.00
73600-4 · Legislative Services	10,285.71	9,000.00	1,285.71
73600-2 · Legal-General	102,740.65	74,200.00	28,540.65
Total 73600 · Professional Fee	126,646.36	95,700.00	30,946.36
73700 · Verification Services	8,282.50	9,020.00	(737.50)
72000 · Employee Wages & Benefits			
72100 · Executive Director	65,806.56	65,076.00	730.56
72300 · Credentialing & Licensing Coord	29,034.34	29,376.00	(341.66)
72132 · Site Inspection Coordinator	21,017.18	20,607.00	410.18
72200 · Technology/Finance Liaison	23,885.48	26,169.00	(2,283.52)
72130 · Public Info & CE Coordinator	17,065.09	16,470.00	595.09
72160 · Legal Counsel	58,412.52	62,064.00	(3,651.48)
72165 · Legal Assistant	13,557.74	26,112.00	(12,554.26)
72010 · Payroll Service Fees	882.00	900.00	(18.00)
72005 · Payroll Tax Expense	3,453.63	4,482.00	(1,028.37)
72600 · Retirement Fund Expense (PERS)	61,271.73	64,770.00	(3,498.27)
65525 · Health Insurance	34,016.19	36,582.00	(2,565.81)

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

	<u>Jul - Dec 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Total 72000 · Employee Wages & Benefits	328,402.46	352,608.00	(24,205.54)
72400 · Board of Directors Expense			
73650-5 · BOD Hearing Stipend	2,230.00	1,650.00	580.00
72400-1 · Director Stipends	7,470.00	4,950.00	2,520.00
72400-2 · Committee Mtgs-Stipends	320.00	600.00	(280.00)
72400-3 · Director Travel Expenses	2,864.00	3,500.00	(636.00)
72400-9 · Refreshments - Board Meetings	783.50	500.00	283.50
Total 72400 · Board of Directors Expense	<u>13,667.50</u>	<u>11,200.00</u>	<u>2,467.50</u>
60001 · Anesthesia Eval Committee			
60001-1 · Evaluator's Fee	2,766.83	6,000.00	(3,233.17)
60001-4 · Travel/Misc. Expense	386.51	1,800.00	(1,413.49)
Total 60001 · Anesthesia Eval Committee	<u>3,153.34</u>	<u>7,800.00</u>	<u>(4,646.66)</u>
73650 · Investigations/Complaints			
72550 · DSO Coordinator	2,025.00	1,800.00	225.00
73650-1 · DSO Consulting Fee	12,200.00	22,800.00	(10,600.00)
73650-2 · DSO Travel/Postage Expense	418.62	1,350.00	(931.38)
73651-1 · DSO Review Panel Fee	2,650.00	6,000.00	(3,350.00)
73651-2 · DSO Review Panel Travel Expense	1,021.44	1,740.00	(718.56)
73650-3 · Legal Fees-Investigations	2,732.17	8,920.00	(6,187.83)
73650-4 · Staff Travel	113.00	0.00	113.00
73650-8 · DSO Calibration Expense	150.00	150.00	0.00
73650-7 · Miscellaneous Investigation Exp	11,227.39	16,800.00	(5,572.61)
73650-9 · Refunded Investigation Costs	1,991.00	0.00	1,991.00
Total 73650 · Investigations/Complaints	<u>34,528.62</u>	<u>59,560.00</u>	<u>(25,031.38)</u>
60002 · Infection Control Inspection			
60002-1 · Initial Inspection Expense	4,466.37	4,740.00	(273.63)
60002-2 · Reinspection Expense	362.46	360.00	2.46
60002-3 · Random Inspection Expense	762.50	600.00	162.50
60002-4 · Travel/Misc. Expense	1,311.66	630.00	681.66
Total 60002 · Infection Control Inspection	<u>6,902.99</u>	<u>6,330.00</u>	<u>572.99</u>
Total Expense	<u>619,599.66</u>	<u>645,055.00</u>	<u>(25,455.34)</u>
Net Ordinary Income	(315.53)	(24,807.00)	24,491.47
Other Income/Expense			
Other Income			
40800 · Interest Income	315.37	312.00	3.37
Total Other Income	<u>315.37</u>	<u>312.00</u>	<u>3.37</u>
Net Other Income	<u>315.37</u>	<u>312.00</u>	<u>3.37</u>
Net Expense Over Income	<u>(0.16)</u>	<u>(24,495.00)</u>	<u>24,494.84</u>

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

Policy Regarding Payment of Fees for Personal Counsel

As provided in this paragraph, it is the policy of the Nevada State Board of Dental Examiners (the "Board") to provide legal counsel at the Board's expense to represent any Board member, Board employee, Board investigator or other agent of the Board (collectively referred to herein as "Board personnel") named in any litigation arising directly out of their duties and/or actions taken in their capacity as Board personnel. Specifically, the representation provided at the Board's expense shall be provided through the Board's General Counsel, outside counsel retained by the Board, and/or the Attorney General's Office (collectively referred to herein as "Board counsel").

While Board personnel may, if desired, retain personal counsel other than Board counsel to represent them in a suit arising out of their duties or actions as Board personnel, it is the policy of the Board that the expense for such personal counsel retained by these individuals is the individual's responsibility. It is the Board's policy that, subject to the exceptions noted below, such fees and expenses will not be paid by the Board nor will the individual be reimbursed for fees paid to independently-retained counsel.

In the event that there are perceived extenuating circumstances by Board personnel which cause them to desire the retention of separate counsel other than Board counsel, the Board will evaluate requests for reimbursement of those fees on a case by case basis. In order for the Board to consider reimbursement of these fees, however, a request must be made to the Board prior to Board personnel incurring any such fees. Any reimbursement pursuant to this paragraph will be limited to the payment of an hourly rate not to exceed the hourly rate allowed pursuant to NRS 228.113 as paid to the Attorney General's Office.

In the event of an actual conflict of interest as identified by Board counsel that requires retention of counsel other than Board counsel for any Board personnel, the Board will have the discretion to hire independent, separate counsel at the Board's expense to represent Board personnel or to authorize the Board personnel to retain independent counsel at an hourly rate agreed to by the Board prior to retaining said counsel.

CONTRACT

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Agency Name: Nevada State Board of Dental Examiners Contractor Name: ROBERT EISENBERG, ESQUIRE Lemons, Grundy & Eisenberg
 Agency Code: B007 105 Address: 6005 Plumas Street, Ste 300
 Appropriation Unit: _____ Reno, NV 89519-6069
 Is budget authority available?: X Yes No Contact / Phone: 775-786-6969
 If "No" please explain: _____ Vendor No.: _____ CDB# _____

To what State Fiscal Year(s) will the contract be charged? FY2019/FY2020

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input type="checkbox"/> General Funds _____ %	<input checked="" type="checkbox"/> Fees <u>Licensing</u> <u>100</u> %
<input type="checkbox"/> Federal Funds _____ %	<input type="checkbox"/> Bonds _____ %
<input type="checkbox"/> Highway Funds _____ %	<input type="checkbox"/> Other funding: _____ %

2. Contract start date:
 a. Effective upon Board of Examiner's approval? or b. other effective date _____
 Anticipated BOE meeting date Upon approval by BOE
[Contracts with an effective date prior to BOE approval (retroactive) must be accompanied by a memorandum explaining the reason prior BOE approval was not obtained.]

3. Termination date: December 31, 2018 (original contract)
 Contract term: Approximately 1 year (indicate in years the length of the contract and any potential renewals)

4. Type of contract (check one):
 a. New Contract Cooperative Agreement
 Contract Amendment # _____ Revenue Contract
 Interlocal Contract Other Contract: _____
 b. Contract Description (limited to 3 or 4 key words): _____

5. Purpose of contract (Describe Scope of Work or service to be accomplished):
Appellate Attorney to represent Board on case(s) being appealed through the Nevada Supreme Court

6. a. NEW CONTRACTS ONLY:
 The maximum amount of the contract for the term of the contract is: \$150,000.00
 Payment for services will be made at the rate of \$300.00 per HOUR
(enter dollar amount) (time interval, i.e., hour, year)
 or, if not applicable, specify other basis for payment: _____

b. CONTRACT AMENDMENTS ONLY: Meeting date of BOE approval

Maximum amount of the original contract: (refer to 6 a)	1.	<u>\$150,000.00</u>	_____
Total amount of any previous contract amendments	2.	<u>0</u>	_____
Amount of current contract amendment	3.	<u>0</u>	_____
New maximum contract amount (Add lines 1, 2, and 3 for the total of line 4)	4.	<u>\$150,000.00</u>	_____

and/or the termination date of the original contract has changed to: _____
 and/or explain other changes: _____

II. JUSTIFICATION

7. What conditions mandate that this work be done?

NRS 631.190

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NRS 631.190

9. Were quotes or proposals solicited? Yes No

Was the solicitation (RFP) done by the Purchasing Division? Yes No If both are No, see 9 b.

a. If yes, list the names of vendors that submitted proposals.

b. Solicitation Waiver # _____ Professional Service Exempt

c. Why was this contractor chosen in preference to others?

d. Last bid date: _____ Anticipated re-bid date: _____

10. Does the contract contain any IT components? Yes No

If yes, per NRS 242.151 DoIT approval is required.

DoIT Director or designee approval

Date

III. OTHER INFORMATION:

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion or advice for a fee")

Yes No

b. Is the contractor a current employee the State of Nevada?

Yes No If "Yes," is the contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

Yes No If "Yes," please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes No If "Yes," please explain

12. Has the contractor ever been engaged under contract by any State agency?

Yes No If "Yes," specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

13. Contracts over \$25,000 per fiscal year: Is the contractor currently involved in litigation with the State of Nevada?

Yes No If "Yes," please provide details of the litigation and facts supporting approval of the contract.

14. Agency Field Contract Monitor:

Printed Name

Title

Phone No.

15. Certified Contract Manager Approval:

Printed Name

Signature

Phone No.

16. Agency Head Approval:

Signature

17. Date Contract Summary was Prepared:

11/29/2018

Date

CETS#
RFP#

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Nevada State Board of Dental Examiners
Address:	6010 S Rainbow Blvd, Suite A-1
City, State, Zip Code:	Las Vegas, NV 89118
Contact:	Debra Shaffer-Kugel, Ex. Director
Phone:	702-486-7044
Fax:	702-486-7044
Email:	dashaffer@nsbde.nv.gov

Contractor Name:	Robert Eisenberg, Esquire Lemons, Grundy & Eisenberg
Address:	6005 Plumas Street, Suite 300
City, State, Zip Code:	Reno, NV 89519-6069
Contact:	Robert Eisenberg, Esq.
Phone:	775-786-6868
Fax:	775-786-9716
Email:	rle@lge.net

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

CETS#
RFP#

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be Date January 2019).

Effective from:	Upon BOE approval	To:	December 31, 2019
-----------------	-------------------	-----	-------------------

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFP # and AMENDMENTS #-N/A
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$475.00 (Robert Eisenberg, Esquire)	per	hour
\$200.00 (Associates)		
\$125.00 (Appellate Paralegals)		

Total Contract or installments payable at:	Within 30 days of receipt of invoice for work completed
--	---

Total Contract Not to Exceed:	\$ 150,000.00
-------------------------------	---------------

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

CETS#
RFP#

9. **INSPECTION & AUDIT.**

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

CETS#
RFP#

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

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

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

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

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

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

CETS#
RFP#

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

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

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

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

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

CETS#
RFP#

- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

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

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal

CETS#
RFP#

property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

CETS#
RFP#

- A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

CETS#
RFP#

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

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

_____	_____	_____
Independent Contractor's Signature	Date	Independent Contractor's Title
	08/06/2018	Executive Director
_____	_____	_____
State of Nevada Authorized Signature	Date	Title
_____	_____	_____
State of Nevada Authorized Signature	Date	Title
_____	_____	_____
State of Nevada Authorized Signature	Date	Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

LEMONS, GRUNDY & EISENBERG, CHARTERED

Business Entity Information			
Status:	Active	File Date:	6/19/1974
Type:	Domestic Professional Corporation	Entity Number:	C1929-1974
Qualifying State:	NV	List of Officers Due:	6/30/2019
Managed By:		Expiration Date:	
NV Business ID:	NV19741002526	Business License Exp:	6/30/2019

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	DOUGLAS R BROWN	Address 1:	6005 PLUMAS ST STE 300
Address 2:		City:	RENO
State:	NV	Zip Code:	89519
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent		
Status:	Active		

Financial Information			
No Par Share Count:	2,500.00	Capital Amount:	\$ 0
No stock records found for this company			

- Officers		<input type="checkbox"/> Include Inactive Officers	
Director - DOUGLAS R BROWN			
Address 1:	6005 PLUMAS STREET SUITE 300	Address 2:	
City:	RENO	State:	NV
Zip Code:	89519	Country:	
Status:	Active	Email:	
President - ROBERT L EISENBERG			
Address 1:	6005 PLUMAS STREET SUITE 300	Address 2:	
City:	RENO	State:	NV
Zip Code:	89519	Country:	

Status:	Active	Email:	
Director - DAVID R GRUNDY			
Address 1:	6005 PLUMAS STREET SUITE 300	Address 2:	
City:	RENO	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	
Treasurer - EDWARD J LEMONS			
Address 1:	6005 PLUMAS STREET SUITE 300	Address 2:	
City:	RENO	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	
Director - EDWARD J LEMONS			
Address 1:	6005 PLUMAS STREET SUITE 300	Address 2:	
City:	RENO	State:	NV
Zip Code:	89519	Country:	
Status:	Active	Email:	
Director - ALICE C MERCADO			
Address 1:	6005 PLUMAS STREET SUITE 300	Address 2:	
City:	RENO	State:	NV
Zip Code:	89519	Country:	
Status:	Active	Email:	
Secretary - CHRISTIAN L MOORE			
Address 1:	6005 PLUMAS STREET SUITE 300	Address 2:	
City:	RENO	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	
Director - CHRISTIAN L MOORE			
Address 1:	6005 PLUMAS STREET SUITE 300	Address 2:	
City:	RENO	State:	NV
Zip Code:	89519	Country:	
Status:	Active	Email:	

- Actions\Amendments			
Action Type:	Articles of Incorporation		
Document Number:	C1929-1974-001	# of Pages:	0
File Date:	6/19/1974	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	C1929-1974-003	# of Pages:	1
File Date:	6/19/1975	Effective Date:	
LOYAL ROBERT HIBBS			

475 SO ARLINGTON AVE RENO NV			
Action Type:	Amendment		
Document Number:	C1929-1974-004	# of Pages:	1
File Date:	6/28/1976	Effective Date:	
LOYAL ROBERT HIBBS PROFESSIONAL CORPORATION BH < 001			
Action Type:	Amendment		
Document Number:	C1929-1974-005	# of Pages:	1
File Date:	4/7/1982	Effective Date:	
HIBBS & NEWTON, CHARTERED B d 002			
Action Type:	Amendment		
Document Number:	C1929-1974-006	# of Pages:	1
File Date:	4/29/1983	Effective Date:	
HIBBS, ROBERTS & LEMONS, CHARTERED B d % 003			
Action Type:	Amendment		
Document Number:	C1929-1974-007	# of Pages:	1
File Date:	2/8/1989	Effective Date:	
HIBBS, ROBERTS, LEMONS & GRUNDY, CHARTERED B d % 004			
Action Type:	Registered Agent Address Change		
Document Number:	C1929-1974-008	# of Pages:	1
File Date:	6/4/1992	Effective Date:	
LOYAL ROBERT HIBBS			
350 S CENTER ST RENO NV 89501 F B			
Action Type:	Registered Agent Change		
Document Number:	C1929-1974-009	# of Pages:	1
File Date:	4/23/1993	Effective Date:	
LOYAL ROBERT HIBBS SUITE 750			
50 W. LIBERTY STREET RENO NV 89501 T D			
Action Type:	Registered Agent Change		
Document Number:	C1929-1974-010	# of Pages:	1
File Date:	10/17/1994	Effective Date:	
FRANK H. ROBERTS SUITE 750			
50 W. LIBERTY ST RENO NV 89501 M K			
Action Type:	Amendment		
Document Number:	C1929-1974-011	# of Pages:	1
File Date:	4/21/1995	Effective Date:	
CERTIFICATE OF AMENDMENT AMENDING THE NAME (1 PAGE) SMW			
HIBBS, ROBERTS, LEMONS, GRUNDY & EISENBERG, CHARTERED SMWB d % 005			
Action Type:	Annual List		
Document Number:	C1929-1974-015	# of Pages:	1
File Date:	6/13/1998	Effective Date:	
(No notes for this action)			

Action Type:	Annual List		
Document Number:	C1929-1974-016	# of Pages:	1
File Date:	6/28/1999	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	C1929-1974-012	# of Pages:	1
File Date:	3/6/2000	Effective Date:	
DAVID R. GRUNDY SUITE 750 GXH			
50 W. LIBERTY STREET RENO NV 895011947 GXH			
Action Type:	Annual List		
Document Number:	C1929-1974-017	# of Pages:	1
File Date:	5/17/2000	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C1929-1974-018	# of Pages:	1
File Date:	5/9/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C1929-1974-014	# of Pages:	1
File Date:	5/8/2002	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C1929-1974-013	# of Pages:	1
File Date:	5/29/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C1929-1974-002	# of Pages:	1
File Date:	6/11/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050187435-15	# of Pages:	1
File Date:	5/17/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060232197-12	# of Pages:	1
File Date:	4/12/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070243280-88	# of Pages:	1
File Date:	4/6/2007	Effective Date:	
(No notes for this action)			

Action Type:	Annual List		
Document Number:	20080246834-67	# of Pages:	1
File Date:	4/8/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090328820-64	# of Pages:	2
File Date:	4/8/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100447574-24	# of Pages:	2
File Date:	6/21/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110261398-63	# of Pages:	2
File Date:	4/6/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120251748-12	# of Pages:	2
File Date:	4/10/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130222498-93	# of Pages:	2
File Date:	4/2/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140276629-39	# of Pages:	2
File Date:	4/15/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150172430-65	# of Pages:	2
File Date:	4/16/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160194002-65	# of Pages:	2
File Date:	4/29/2016	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20170189478-17	# of Pages:	2
File Date:	5/1/2017	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		

Document Number:	20180200582-68	# of Pages:	2
File Date:	5/2/2018	Effective Date:	
(No notes for this action)			

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

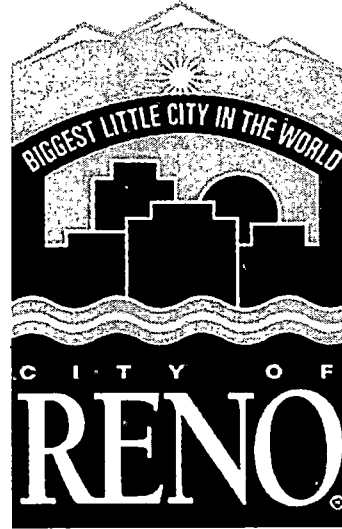
EFFECTIVE DATE: 05/01/2018

BUSINESS CLASSIFICATION: Professional Services

BUSINESS LOCATION: 6005 PLUMAS ST, 3RD FLOOR ST
RENO, NV 89519

NAME OF BUSINESS: LEMONS GRUNDY & EISENBERG CHTD

LICENSEE-NAME AND ADDRESS: Robert Eisenberg
6005 PLUMAS ST, 3RD FLOOR
RENO, NV 89519



LICENSE #: R2984A

Annual
License

EXPIRATION DATE: 04/30/2019

RENO, WASHOE CO., NEVADA

THIS LICENSE EXPIRES AS SPECIFIED
ABOVE

LICENSED BUSINESS TO BE
CONDUCTED IN CONFORMITY WITH
AND SUBJECT TO THE STATUTES OF
NEVADA AND RENO MUNICIPAL CODE.

A handwritten signature in black ink, appearing to read "A. J. [unclear]", is written over a horizontal line.

CITY CLERK

City of Reno



HOME OFFICE ADDRESS:
111 N. Higgins, Suite 200
Missoula, MT 59802

PHONE:
(800) 367-2577

MAILING ADDRESS:
PO Box 9169
Missoula, MT 59807-9169

POLICY DECLARATIONS

NOTICE: THE POLICY IS A CLAIMS MADE AND REPORTED POLICY. NO COVERAGE EXISTS UNDER THE POLICY FOR A CLAIM WHICH IS FIRST MADE AGAINST THE INSURED OR FIRST REPORTED TO THE COMPANY BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY.

POLICY NUMBER: ALPS3322- 21

Item 1 – Named Insured: Lemons, Grundy & Eisenberg
Address: 6005 Plumas Street, Suite 300
Reno, NV 89519-6069

Item 2 – Retroactive Coverage Date: 08/01/1979

Item 3 – Name of Each Insured Attorney:

See Attached

Item 4 – Policy Period:

Effective Date and Time: 09/12/2018 at 12:01 AM at the address stated in Item 1.
Expiration Date and Time: 09/12/2019 at 12:01 AM at the address stated in Item 1.

Item 5 – Limit of Liability: \$5,000,000 Each Claim*
\$5,000,000 Aggregate

Item 6 – Deductible: \$5,000 Each Claim*

Item 7 – Annual Premium: \$22,588

Item 8 – Endorsements attached at inception of the policy form LPL PREMIER (01-18):

Signature Page NV Amendatory First Dollar Defense Endorsement

* Important Notice: All Claims that arise out of or in connection with the same Professional Services or Related Professional Services, whenever made and without regard to the number of Claims, claimants, or implicated Insureds, shall be treated as a single Claim.

All current and previously submitted application forms delivered to the Company are made a part of the Policy. The Named Insured may obtain a copy of all application forms by submitting a written request to the Company.

Countersigned by: Debra M. Bossé
Authorized Representative

Date: September 12, 2018



HOME OFFICE ADDRESS:
111 N. Higgins, Suite 200
Missoula, MT 59802

PHONE:
(800) 367-2577

MAILING ADDRESS:
PO Box 9169
Missoula, MT 59807-9169

POLICY DECLARATIONS

NOTICE: THE POLICY IS A CLAIMS MADE AND REPORTED POLICY. NO COVERAGE EXISTS UNDER THE POLICY FOR A CLAIM WHICH IS FIRST MADE AGAINST THE INSURED OR FIRST REPORTED TO THE COMPANY BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY.

POLICY NUMBER: ALPS3322- 21

Item 1 – Named Insured: Lemons, Grundy & Eisenberg
Address: 6005 Plumas Street, Suite 300
Reno, NV 89519-6069

Item 2 – Retroactive Coverage Date: 08/01/1979

Item 3 – Name of Each Insured Attorney:

See Attached

Item 4 – Policy Period:

Effective Date and Time: 09/12/2018 at 12:01 AM at the address stated in Item 1.
Expiration Date and Time: 09/12/2019 at 12:01 AM at the address stated in Item 1.

Item 5 – Limit of Liability: \$5,000,000 Each Claim*
\$5,000,000 Aggregate

Item 6 – Deductible: \$5,000 Each Claim*

Item 7 – Annual Premium: \$22,588

Item 8 – Endorsements attached at inception of the policy form LPL PREMIER (01-18):

Signature Page NV Amendatory First Dollar Defense Endorsement

* **Important Notice:** All Claims that arise out of or in connection with the same Professional Services or Related Professional Services, whenever made and without regard to the number of Claims, claimants, or implicated Insureds, shall be treated as a single Claim.

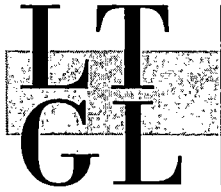
All current and previously submitted application forms delivered to the Company are made a part of the Policy. The Named Insured may obtain a copy of all application forms by submitting a written request to the Company.

Countersigned by: Debra M. Boase
Authorized Representative

Date: September 12, 2018

**REQUEST to VACATE
PROBATIONARY TERMS
OF STIP**

Dr. Leslie Kotler



LAURIA
TOKUNAGA
GATES &
LINN, LLP
ATTORNEYS AT LAW

Anthony D. Lauria*+
Mark D. Tokunaga*+
Raymond R. Gates*+
Scott A. Linn*
Robert B. Smith*+
Brian A. Rosenthal*
Paul A. Cardinale*+
Artak Paskevichyan*
Esther Ismayelyan*

*Licensed in California
+Licensed in Nevada

Please reply to Las Vegas office

February 11, 2019

Debra Shaffer-Kugel
Nevada Board of Dental Examiners
6010 S. Rainbow Boulevard
Building A, Suite 1
Las Vegas, Nevada 89118
Email: dashaffer@nsbde.nv.gov

Re: Request to Vacate Probationary Terms of January 10, 2018 Stipulation
Dr. Leslie M. Kotler

Dear Ms. Shaffer-Kugel:

Dr. Kotler respectfully requests termination of the probationary terms of the Stipulation entered into on January 10, 2018. Recently, the United States District Judge Andrew P. Gordon ordered Dr. Kotler's criminal probationary terms terminated given Dr. Kotler's proper completion of the probationary terms as well as his exemplary post-conviction behavior. As a result of Judge Gordon's Order, Dr. Kotler has received an Expiration of Supervision Terms from his Probation Officer, Gabriella Mitchel. I attached both of these documents for Board member review.

Since the 2018 Stipulation, Dr. Kotler has been working at various dental practices. Unfortunately, the majority of dental insurance companies have refused to credential Dr. Kotler's involvement until his probationary terms are completed. Given Judge Gordon's Order, Dr. Kotler respectfully requests the Board to vacate the probationary terms to permit him to obtain credentials from these insurance companies.

Notably, Dr. Kotler is currently working full time at Streamline Dental Solutions but is limited to providing treatment to cash patients and patients insured by a small number of insurance companies that have credentialed him. However, without the probation terms being lifted, Dr. Kotler cannot work with a majority of the dental insurance companies as they will not credential him at this time.

WWW.LTGLAW.NET

INCLINE VILLAGE
617 Fourteenth Green Drive
Incline Village, NV 89451
Tel: (775) 833-2017
Fax: (775) 833-2037

SACRAMENTO
1755 Creekside Oaks Drive, Suite 240
Sacramento, CA 95833
Tel: (916) 492-2000
Fax: (916) 492-2500

LAS VEGAS
601 South Seventh Street
Las Vegas, NV 89101
Tel: (702) 387-8633
Fax: (702) 387-8635

Melanie Bernstein Chapman, Esq.

Re: Dr. Leslie M. Kotler

February 11, 2019

Page 2

Finally, Dr. Kotler has chosen to remain in Las Vegas and is surrendering his California license.

Very truly yours,

LAURIA, TOKUNAGA, GATES & LINN, LLP

/s/ Raymond R. Gates

Raymond R. Gates, Esq.

RRG/cca

Enclosures



LAURIA
TOKUNAGA
GATES &
LINN, LLP
ATTORNEYS AT LAW

Anthony D. Lauria*+
Mark D. Tokunaga*+
Raymond R. Gates*+
Scott A. Linn*
Robert B. Smith*+
Brian A. Rosenthal*
Paul A. Cardinale*+
Artak Paskevichyan*
Esther Ismayelyan*

*Licensed in California
+Licensed in Nevada

Please reply to Las Vegas office

January 23, 2019

Debra Shaffer-Kugel
Nevada Board of Dental Examiners
6010 S. Rainbow Boulevard
Building A, Suite 1
Las Vegas, Nevada 89118
Email: dashaffer@nsbde.nv.gov

Re: **Dr. Leslie M. Kotler**
Request to Be Put on Board Agenda Meeting

Dear Ms. Shaffer-Kugel:

Please permit this as my formal request on behalf of Dr. Leslie M. Kotler to be placed the Nevada Dental Board Agenda for February 22, 2019 in order for the Board to consider fulfillment of Dr. Kotler's stipulation matter. I will be submitting a request to vacate the probationary terms of the Stipulated entered into on January 10, 2018. Please be advised United States District Judge Andrew P. Gordon has ordered Dr. Kotler's probation vacated and terminated given Dr. Kotler's proper completion of terms and post-conviction behavior. I attach a copy of Judge Gordon's Order for your review and file as well as the Expiration of Supervision Term from Probation Officer Gabriella Mitchel.

Should you require any additionally documentation, please feel free to contact me. Dr. Kotler appreciates your consideration.

Very truly yours,

LAURIA, TOKUNAGA, GATES & LINN, LLP

/s/ *Raymond R. Gates*
Raymond R. Gates, Esq.
RRG/cca
Enclosures

WWW.LTGLAW.NET

INCLINE VILLAGE
617 Fourteenth Green Drive
Incline Village, NV 89451
Tel: (775) 833-2017
Fax: (775) 833-2037

SACRAMENTO
1755 Creekside Oaks Drive, Suite 240
Sacramento, CA 95833
Tel: (916) 492-2000
Fax: (916) 492-2500

LAS VEGAS
601 South Seventh Street
Las Vegas, NV 89101
Tel: (702) 387-8633
Fax: (702) 387-8635

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3 * * *

4 UNITED STATES OF AMERICA,

5 Plaintiff,

6 v.

7 LESLIE M. KOTLER,

8 Defendant.

Case No. 2:14-cr-00206-APG-CWH

**ORDER TERMINATING SUPERVISED
RELEASE**

9
10 Defendant Leslie Kotler moves for early termination of supervised release. ECF No. 48.
11 The United States Attorney and the United States Probation Office do not oppose. *Id.* at 7.
12 Modification or termination of supervised release is governed by 18 U.S.C. § 3583(e), which
13 requires me to consider the defendant's conduct and the interests of justice. I also must consider
14 "the factors set forth in section 3553 (a)(1), (a)(2)(B), (a)(2)(C), (a)(2)(D), (a)(4), (a)(5), (a)(6),
15 and (a)(7)." After examining those section 3553 factors, I may terminate probation "if [I am]
16 satisfied that such action is warranted by the conduct of the defendant released and the interest of
17 justice." 18 U.S.C. § 3583(e)(1). Early termination is not the norm.

18 Dr. Kotler was convicted of tax evasion and sentenced to 13 months in custody. Since
19 his release from custody, he has complied with all conditions of supervised release. Dr. Kotler is
20 gainfully employed and seeks termination of supervision so he can increase his dental practice.

21 I believe Dr. Kotler is rehabilitated. The public is not in need of protection from him, and
22 continued supervision will not provide any additional deterrence to him committing crimes in the
23 future. 18 U.S.C. § 3553(b)(2)(B), (C). As for the policy statements issued by the Sentencing

1 Commission (18 U.S.C. §3553(a)(5)), Application Note 5 to United States Sentencing Guideline
2 § 5D1.2 states that “[t]he court is encouraged to exercise this authority [to terminate early
3 release] in appropriate cases.” This is an appropriate case.

4 Because of the circumstances of this case, the interests of justice are served by the early
5 termination of supervised release. I will grant the motion.

6 The defendant’s motion for early termination of supervised release (**ECF No. 48**) is
7 **GRANTED.**

8 DATED this 21st day of December, 2018.

9
10 
11 _____
12 ANDREW P. GORDON
13 UNITED STATES DISTRICT JUDGE
14
15
16
17
18
19
20
21
22
23

United States District Court

DISTRICT OF NEVADA
PROBATION OFFICE

Chad R. Boardman
CHIEF PROBATION OFFICER

Reply to Las Vegas
Foley Federal Building
300 Las Vegas Blvd. South
Suite 1200
Las Vegas, NV 89101
Tel: 702-527-7300
Fax: 702-527-7345



Reply to Reno
Bruce R. Thompson U.S. Courthouse
400 S. Virginia St.
Suite 103
Reno, NV 89501
Tel: 775-686-5980
Fax: 775-686-5990

January 9, 2019

Leslie M. Kotler
[REDACTED]

RE: EXPIRATION OF SUPERVISION TERM
Case No. 2:14CR00206

Dear Mr. Kotler:

This letter serves to formally confirm the expiration of your supervision term as ordered in criminal case 2:14CR00206, effective December 21, 2019.

Despite your expiration from supervision, you remain liable for any court-imposed restitution and/or fine amounts that remain outstanding and will be expected to continue with your monthly payments. If you have a felony conviction, you must adhere to all Federal and State laws prohibiting possession of firearms and/or explosive devices. Additionally, should you continue to reside in Nevada, you remain subject to local criminal registration requirements.

Sincerely,

Gabriella Mitchell

Gabriella Mitchell

2019.01.09

09:32:36 -08'00'

Gabriella Mitchell
Probation Services Technician

NEOPOST
FIRST CLASS MAIL
01/20/2010
USPS STAGE \$001.219
ZIP 95833
041M11289108

LAURIA TOKUNAGA
GATES & LINN, LLP
Attorneys At Law
1755 Creekside Oaks Drive
Suite 240
Sacramento, California 95833

Debra Shaffer-Kugel
Nevada Board of Dental Examiners
6010 S. Rainbow Boulevard
Building A, Suite 1
Las Vegas, Nevada 89118

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Complainant,

vs.

LESLIE M. KOTLER, DMD.,

Respondent

CASE NO. 74127-03120

DISCIPLINARY STIPULATION
AGREEMENT


IT IS HEREBY STIPULATED AND AGREED by and between LESLIE M. KOTLER, DMD ("Respondent" or "Dr. Kotler") by and through his attorney, RAYMOND R. GATES of the law firm of LAURIA TOKUNAGA GATES & LINN, and the NEVADA STATE BOARD OF DENTAL EXAMINERS (the "Board"), by and through the Board's legal counsel, MELANIE BERNSTEIN CHAPMAN, ESQ., as follows via the *Disciplinary Stipulation Agreement* (Stipulation Agreement" or "Stipulation"):

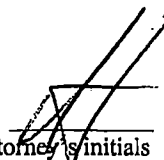
Prior Stipulation and Voluntary Surrender of License

1. In 2017, Respondent, represented by counsel, entered into a *Disciplinary Stipulation Agreement* with the Board in case no. 74127-03120, whereby Respondent voluntarily surrendered his license to practice dentistry in the State of Nevada. Respondent, his counsel, the Disciplinary Screening Officer and counsel for the Board approved the terms of the *Disciplinary Stipulation Agreement* (the "2017 Stipulation") in October 2016 and the 2017 Stipulation was approved by the Board on January 20, 2017.

2. The 2017 Stipulation is incorporated by reference herein.

3. The 2017 Stipulation arose out of a *Notice of Investigative Complaint and Request for Records* dated July 23, 2016, the investigation of which concerned imposition of judgement against Respondent in the matter of *United States of America v. Leslie M. Kotler*, United States District


Respondent's initials


Respondent's attorney's initials

1 Court, District of Nevada, Case No., 2:14-cr-00206-AGP-CWH, USM Number 49204-048.

2 4. NRS 631.3478(8) provides as follows:

3 NRS 631.3475 Malpractice; professional incompetence; disciplinary action
4 in another state; substandard care; procurement or administration of controlled
5 substance or dangerous drug; inebriety or addiction; gross immorality;
6 conviction of certain substances; failure to obtain certain training; certain
7 operation of medical facility. The following acts, among others, constitute
8 unprofessional conduct:

9 ***

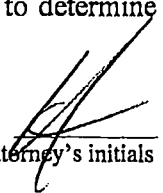
8. Conviction of a felony or misdemeanor involving moral turpitude, or
9 which relates to the practice of dentistry in the State, or conviction of any
10 criminal violation of this chapter;

10 5. On or about June 2014, Respondent pled guilty to one count of felony tax evasion (26
11 USC 7201), in violation of NRS 631.3475(8). Sentencing for same was delayed to June 30, 2016, at
12 which time Respondent was sentenced to thirteen (13) months in custody with the Federal Bureau of
13 Prisons, due to commence on October 28, 2016. *See, Judgment in a Criminal Case, United States of*
14 *America v. Leslie M. Kotler*, United States District Court, District of Nevada, Case No., 2:14-cr-
15 00206-AGP-CWH, USM Number 49204-048. Upon release from imprisonment, Respondent shall be
16 on a supervised release for a term of three (3) years. *Id.*, at pgs. 3-4. Respondent was also ordered to
17 pay restitution to the IRS in the amount of \$712,280.00. *Id.*, at pgs. 5-6.

18 6. Following investigation by Disciplinary Screening Officer, J. Stephen Sill, DMD, Dr.
19 Sill found that Respondent was in violation of NRS 631.3475(8). Respondent admitted to the
20 findings of DSO Sill as contained in the 2017 Stipulation and admitted that a sufficient quantity
21 and/or quality of evidence could be proffered sufficient to meet a preponderance of the evidence
22 standard of proof regarding the factual matters noted therein.

23 7. Pursuant to the 2017 Stipulation, Respondent absolutely, irrevocably and voluntarily
24 agreed to surrender his license to practice dentistry in the State of Nevada. Pursuant to Paragraph
25 5(A)(3) of the 2017 Stipulation, following his incarceration relative to the matter of *United States of*
26 *America v. Leslie M. Kotler*, United States District Court, District of Nevada, Case No., 2:14-cr-
27 00206-AGP-CWH, USM Number 49204-048, Respondent could petition to the Board to determine
28


Respondent's initials


Respondent's attorney's initials

1 whether Respondent is eligible to submit an application for licensure pursuant to NRS 631.240.

2 8. Respondent was incarcerated on October 28, 2016 and was released to the Las Vegas
3 Community Correction Center (halfway house) on July 11, 2017. Respondent was thereafter released
4 from the Las Vegas Community Correction Center on October 6, 2017. He is currently on three (3)
5 years' probation. Respondent has paid the IRS restitution of \$712,280. *See, Certification of Release*
6 *of Lien* (attached to Petition for License).

7 **Application for Licensure**

8 9. On October 24, 2017, Respondent petitioned the Board at a properly noticed meeting
9 to seek a determination of eligibility to submit an application for licensure pursuant to Paragraph
10 5(A)(3) of the 2017 Stipulation.

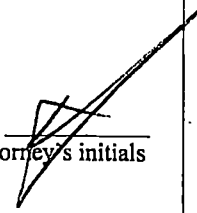
11 10. At the October 24, 2017 meeting, the Board granted permission for Respondent to
12 apply for licensure and agreed that it may grant licensure upon the execution of a stipulation
13 agreement that is consistent with the terms and conditions of Respondent's probation and with any
14 sanctions placed upon Respondent by the California Dental Board.

15 11. Respondent applied for licensure on or about December 7, 2017. That application was
16 rejected by the Board's Secretary/Treasurer pursuant to NAC 631.0505(2)(a) and pursuant to the
17 Board's determination that licensure would be contingent upon the execution of a stipulation
18 agreement consistent with the terms and conditions of Respondent's probation and with any sanctions
19 placed upon Respondent by the California Dental Board.

20 12. On or about January 5, 2018, Respondent, by and through his counsel of record,
21 petitioned the Board for Review of Application for License, which included agreement to enter into
22 the instant Disciplinary Stipulation Agreement.

23 13. Respondent has advised the Board that the Dental Board of California has placed his
24 California license to practice dentistry on probation, subject to the terms and conditions of a
25 Stipulated Settlement and Disciplinary Order, effective December 31, 2017 (the "California
26 Agreement"). The California Agreement has been submitted to the Board for its review.

27
28 
Respondent's initials


Respondent's attorney's initials

Disciplinary Terms and Conditions


14. After considering Respondent's application for licensure and other matters noted herein and referenced at the properly noticed Board meeting, the Board and Respondent agree that Respondent shall be granted a license to practice dentistry in the State of Nevada pursuant to the following terms and conditions:

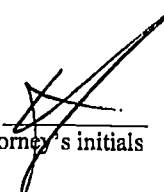
A. Pursuant to NRS 631.350(1)(d)(h), Respondent shall be placed on probation for a period of three (3) years from the date of the adoption of this Stipulation Agreement (the "probationary period"). This time period is to run concurrently with the probation imposed pursuant to Respondent's judgment in *United States of America v. Leslie M. Kotler*, United States District Court, District of Nevada, Case No. 2:14-cr-00206-AGP-CWH, USM Number 49204-048. Should Respondent's probation in that matter be suspended prior to the end of the three year probationary period set forth in this Stipulation Agreement, he may petition the Board in writing to deem this Stipulation Agreement satisfied and complete.

B. OBEY ALL LAWS – During the probationary period, Respondent shall obey all federal, state and local laws and all rules and regulations governing the practice of dentistry in Nevada, and remain in full compliance with any court ordered criminal probation, payments, and other requirements. A full and detailed account of all misdemeanor and felony arrests and convictions shall be reported by Respondent to the Board in writing within seven (7) days of occurrence. To permit monitoring of compliance with this condition, Respondent has submitted a completed Nevada Department of Justice state and federal Livescan fingerprint as part of the licensure application process.

C. COMPLIANCE WITH THE BOARD'S PROBATION PROGRAM – Respondent shall fully comply with the conditions of probation established by the Board and all requirements necessary to implement the conditions of probation established by the Board. Respondent shall cooperate with the Board in its monitoring and investigation of the Respondent's compliance with the conditions of probation. Respondent shall respond to all requests and inquiries from the Board or its agent(s) within fifteen (15) days of the Board's request. Upon successful completion with the conditions of probation, and completion of the probation term without further or additional disciplinary or corrective action, Respondent's license shall be fully restored.

D. ADDRESS CHANGE, NAME CHANGE, LICENSE STATUS – Respondent shall inform the Board in writing within seven (7) calendar days of any change in his address of record, physical employment address, physical residence address, and any legal name change. Respondent shall maintain an active, current license with the Board, including while suspended from practice of dentistry unless otherwise specified by the disciplinary orders. Any misrepresentation by Respondent or his restricted license status to the public shall be a violation of the probation conditions.


Respondent's initials


Respondent's attorney's initials

1 E. MEETINGS AND INTERVIEWS – Respondent shall appear in person for
2 meetings and shall be available by telephone for interviews as directed by the Board or its
3 agent(s).

4 F. STATUS OF RESIDENCY, PRACTICE, OR LICENSURE OUTSIDE OF
5 STATE – In the event Respondent should leave Nevada to reside or practice outside the state,
6 Respondent must provide written notification to the Board of the dates of departure and
7 anticipated return to the state. Respondent's probation is tolled, if and when he ceases
8 practicing in Nevada prior to the completion of the probationary period. Period of practice
9 outside of Nevada will not apply to the reduction of the probationary period. Respondent
10 shall provide a list of all states, United States territories, and elsewhere in the world where he
11 is currently licensed or becomes licensed as a dentist or dental auxiliary or holds any health-
12 care related professional license or certificate. Respondent shall further provide information
13 regarding the status of each license and certificate and any changes in the license or
14 certificate status during the term of probation. Respondent shall inform the Board if he
15 applies for or obtains a dental or dental auxiliary license or certificate outside of Nevada
16 during the term of probation. In the event that the probationary period is tolled because
17 Respondent does not practice in the State of Nevada and the terms and conditions of this
18 Stipulation Agreement are not satisfied, including completion of the probationary period,
19 within five (5) years from the adoption of this Stipulation Agreement by the Board,
20 Respondent agrees that his license to practice dentistry may be deemed voluntarily
21 surrendered with disciplinary action. Thereafter, the Board's Executive Director, without any
22 further action or hearing of the Board, may issue an Order of Voluntary Surrender with
23 disciplinary action and report the same to the National Practitioners' Data Bank.

24 G. SUBMISSION OF DOCUMENTATION – Respondent shall submit proof of
25 having been issued a Nevada business license prior to engaging in any work as an
26 independent contractor. Upon request, Respondent shall submit other documentation to the
27 Board including, but not limited to the following: Livescan forms, reports concerning
28 compliance with any provision of this Stipulation Agreement, and/or authorization for release
of confidential information. Such documentation shall be submitted under penalty of perjury,
as required by the Board or its agent(s).

H. PROBATION MONITORING COSTS – Pursuant to NRS 631.350(1)(d)
and/or NRS 622.400, during the probationary period, Respondent shall be responsible for all
costs incurred by the Board relative to activities undertaken and consistent with the
probationary terms and probationary period as stated herein. Said costs shall not exceed fifty
(\$50.00) dollars per hour. The total cost of monitoring shall not exceed \$2500.00 over the
course of Respondent's probationary period, provided that Respondent remains in
compliance with the terms and conditions of this Stipulation Agreement. In the event that
additional monitoring is necessitated by Respondent's failure to comply with the terms and
conditions of this Stipulation Agreement, costs of said monitoring shall not exceed fifty
dollars (\$50.00) per hour. Respondent shall reimburse the Board within thirty (30) days of
written request for reimbursement of the same.

28
3K
Respondent's initials

Respondent's attorney's initials

1 I. LICENSE SURRENDER – If Respondent is unable to satisfy the terms and
2 conditions of this Stipulation Agreement due to reasons including, but not limited retirement
3 and/or health reasons, Respondent shall notify the Board and request that the Board evaluate
4 his license status. The Board shall evaluate Respondent’s request and exercise its discretion
5 whether to grant the request, or to take any other action deemed appropriate and reasonable
6 under the circumstances. Such action as determined by the Board upon Respondent’s request
7 shall be accomplished without the filing of a complaint or further hearing. Depending upon
8 the license status determined by the Board, Respondent may be required to deliver his wallet
9 and wall certificates to the Board or its designee and Respondent shall no longer practice
10 dentistry in Nevada. Action taken by the Board pursuant to this paragraph shall become a
11 part of Respondent’s license and disciplinary history with the Board. If Respondent’s license
12 is suspended, revoked or voluntarily surrendered pursuant to this paragraph, Respondent may
13 petition the Board after no less than one (1) year to determine whether Respondent is eligible
14 to reinstate and/or submit an application for licensure pursuant to NRS Chapter 631 and/or
15 Nevada Senate Bill 69.

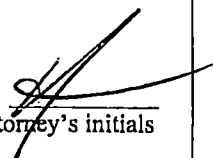
16 J. EXAMINATION – Per Respondent’s Petition for License, he was required to
17 take and pass the Nevada Jurisprudence exam. Respondent passed the Jurisprudence exam
18 on November 28, 2017.

19 K. CONTINUING EDUCATION/ETHICS COURSE – Respondent agrees to
20 obtain an additional four (4) hours of continuing education on the subject of ethics. Within
21 sixty (60) days of the effective date of this decision, Respondent shall submit for prior Board
22 approval a course in ethics that will be completed within the first year of probation. Units
23 obtained for an approved course in ethics shall not be used for continuing education units
24 required for renewal of licensure. Correspondence or internet courses shall be allowed at the
25 discretion of the Executive Director. An ethics course taken after the acts that gave rise to
26 the charges in the Investigative Complaint but prior to the effective date of this Stipulation
27 Agreement may, in the sole discretion of the Board or its agent(s), be accepted towards the
28 fulfillment of this condition, including ethics courses taken per the requirement of the related
Dental Board of California Stipulated Settlement and Disciplinary Order. Costs associated
with the supplemental education are the sole responsibility of Respondent.

L. VIOLATION OF TERMS OF THIS STIPULATION
AGREEMENT/PROBATION – Upon receipt by the Board’s Executive Director of
substantial evidence that Respondent has violated or failed to comply with any of the terms
and conditions of this Stipulation Agreement, Respondent agrees that his license to practice
dentistry in the State of Nevada may be automatically suspended without any further action
of the Board, other than the issuance of an Order of Suspension by the Board’s Executive
Director. Thereafter, Respondent may request, in writing, a hearing before the Board to
reinstate Respondent’s license. However, prior to a full Board hearing, Respondent waives
any right to seek judicial review, including injunctive relief from any Court of competent
jurisdiction, including a Nevada Federal District Court or Nevada State District Court to
reinstate his privilege to practice dentistry in the State of Nevada pending a final Board

28

Respondent’s initials


Respondent’s attorney’s initials

1 hearing. Respondent shall also be responsible for any costs or attorney's fees incurred in the
2 event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry
during the period Respondent's license is automatically suspended.

3 M. EXTENSION OF PROBATIONARY PERIOD: If Respondent has not
4 complied with any condition of this Stipulation during the probationary period, and
5 Respondent has presented sufficient documentation of his good faith efforts to comply with
6 the condition, and if Respondent is in compliance with all other probation conditions, the
7 Board, in its sole discretion, may grant an extension of Respondent's probation period up to
8 one year without further hearing in order to comply with the condition. During the one year
extension, all original conditions of probation shall apply unless they have been modified by
the Board via a petition for modification of probation.

9 WAIVER AND CONSENT

10 15. Respondent acknowledges that he has been advised of his right to have this matter
11 reviewed by independent counsel, that review and advice by independent counsel is in his best
12 interest, and that he has had ample opportunity to seek independent counsel. Having been advised of
13 his right to independent counsel, as well as having been given the opportunity to seek independent
14 counsel, Respondent was, in fact, represented by counsel during the negotiations leading to the
15 execution of this Stipulation Agreement and at the time of the execution of this Stipulation
16 Agreement. Respondent specifically acknowledges that he has been advised by said counsel with
17 respect to this Stipulation Agreement and consents to the terms and conditions contained in this
18 Stipulation Agreement only after discussion with, and advice of, counsel.

19 16. Respondent has carefully read, fully discussed with counsel, and agrees with all of the
20 provisions contained in this Stipulation Agreement.

21 17. Respondent is fully aware of his legal rights in this matter, and is aware that, by
22 entering into this Stipulation Agreement, he is waiving certain valuable due process rights contained
23 in, but not limited to, NRS 631, NAC 631, NRS 233B and NAC 233B. Respondent voluntarily,
24 knowingly, and intelligently waives and gives up each and every right set forth herein.

25 18. Respondent understands and acknowledges that this Stipulation Agreement is
26 contingent upon acceptance by the Board and that the ultimate decision of whether to accept or reject
27 this Stipulation Agreement rests entirely with the Board. Respondent expressly waives any right to
28

2K
Respondent's initials

Respondent's attorney's initials

1 challenge the Board for bias in deciding whether or not to adopt this Stipulation Agreement.

2 19. Respondent has read all of the provisions contained in this Stipulation Agreement and
3 agrees with them in their entirety. Respondent recognizes and agrees that this Stipulation Agreement
4 is the result of voluntary settlement negotiations, which involved give and take, and that this
5 Stipulation is a voluntary compromise and final agreement.

6 20. Respondent acknowledges and agrees that any and all questions or concerns that he
7 has with respect to this Stipulation Agreement, its terms, conditions, effects, or his consent to same
8 have been answered to his satisfaction by his counsel and/or by counsel for the Board.

9 21. Respondent acknowledges he is consenting to this Stipulation Agreement voluntarily
10 and in the exercise of his own free will, without undue influence, coercion, duress or intimidation.

11 22. Respondent acknowledges that no other promises in reference to the provisions
12 contained in this Stipulation Agreement have been made by any agent, employee, counsel or any
13 person affiliated with the Nevada State Board of Dental Examiners.

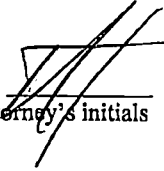
14 23. Respondent acknowledges the provisions in this Stipulation Agreement contain the
15 entire agreement between Respondent and the Board, and the provisions of this Stipulation
16 Agreement can only be modified in writing, with Board approval.

17 24. Respondent agrees that in the event the Board adopts this Stipulation Agreement, he
18 hereby waives any and all rights to seek judicial review or otherwise to challenge or contest the
19 validity of the provisions contained herein.

20 25. Respondent and the Board agree none of the parties shall be deemed the drafter of this
21 Stipulation Agreement. In the event this Stipulation Agreement is construed by a court of law or
22 equity, such court shall not construe it or any provision hereof against any party as the drafter. The
23 parties hereby acknowledge all parties have contributed substantially and materially to the preparation
24 of this Stipulation Agreement.

25 26. In consideration of the execution and adoption of this Stipulation Agreement,
26 Respondent hereby releases, remises, and forever discharges the State of Nevada, the Board, and each
27 of their members, agents, employees and legal counsel in their individual and representative
28


Respondent's initials


Respondent's attorney's initials

1 capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions,
2 claims, and demands whatsoever, known and unknown, in law or equity, that Respondent ever had,
3 now has, may have, or claim to have against any or all of the persons or entities named in this section,
4 arising out of this matter and this Stipulation Agreement.

5 27. Respondent acknowledges that in the event the Board adopts this Stipulation
6 Agreement, it may be considered in any future Board proceeding(s) or judicial review, whether such
7 judicial review is performed by either the State or Federal District Court(s).

8 28. Respondent understands and acknowledges that this Stipulation Agreement will be
9 considered by the Board in an open meeting (to which Respondent hereby specifically waives any
10 and all notice requirements for same, whether required by NRS 241.033 or any other statute or
11 regulation).

12 29. It is understood and stipulated that the Board is free to accept or reject this Stipulation
13 Agreement and if it is rejected by the Board, the Board may take other and/or further action as
14 allowed by statute, regulation, and/or appropriate authority. This Stipulation Agreement will only
15 become effective when the Board has approved the same in an open meeting.

16 30. Respondent understands and acknowledges that, should the Board adopt this
17 Stipulation Agreement, such adoption shall be considered a final disposition, that it will become a
18 public record and that it is reportable and reported to the National Practitioners Data Bank.

19 DATED this 10 day of January, 2018.

20
21 By Leslie M. Kotler
22 Leslie M. Kotler, DMD
23 Respondent

24 **APPROVED AS TO FORM AND CONTENT**

25
26 By [Signature] this 10 day of January, 2018.
27 Raymond Gates, Esq.
28 Lauria Tokunaga Gates & Linn, LLP
Respondent's Counsel

[Signature]
Respondent's initials

[Signature]
Respondent's attorney's initials

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM AND CONTENT

By Melanie Bernstein Chapman this 10th day of January, 2018.
Melanie Bernstein Chapman, Esq.
General Counsel
Nevada State Board of Dental Examiners

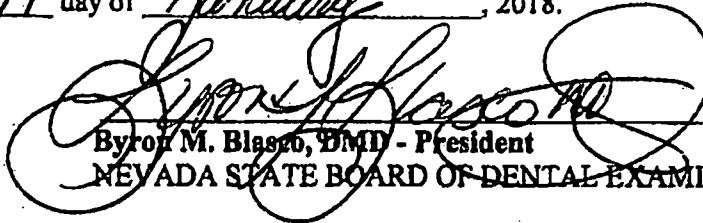
BOARD ACTION

This *Disciplinary Stipulation Agreement* in the matter captioned as Nevada State Board of Dental Examiners vs. Leslie M. Kotler, DMD, case no. 74127-03120 was (check appropriate action):

Approved ✓ Disapproved _____

by a vote of the Nevada State Board of Dental Examiners at a properly noticed meeting

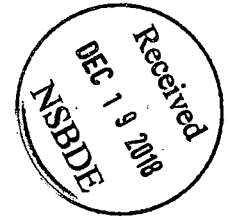
DATED this 19 day of January, 2018.


Byron M. Blasco, DMD - President
NEVADA STATE BOARD OF DENTAL EXAMINERS

R **F R**
R

R

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

Permit Re-Evaluation/Re-Inspection Request Form

Licentee Name: [Redacted] License Number: [Redacted]

Office Address: Currently changing job will notify the board
when I get into a new practice

Please select applicable permit:

Moderate Sedation (patients 13 years of age and older) X

Moderate Sedation (patients 12 years of age and younger) _____

Pediatric Moderate Sedation (patients 21 years of age and younger & adults w/special needs) _____

General Anesthesia (patients 13 years of age and older) _____

General Anesthesia (patients of all ages) _____

Invoice		
Re-Evaluation/Re-Inspection Fee		
Please select applicable box:		
Administering Permit Re-Evaluation Fee:	\$500.00	<input checked="" type="checkbox"/>
Site Permit Re-Inspection Fee:	\$350.00	<input type="checkbox"/>
Remit payment to: Nevada State Board of Dental Examiners 6010 S Rainbow Blvd, Suite A-1 Las Vegas, NV 89118		

PAID
✓ #1135 / \$500.-

CE PROVIDER APPLICATION

DOCS Education



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

RECEIVED

JUL - 5 2018

NSBDE

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 not less than 20 patients:

Business Name: Oregon Health & Science University School of Dentistry	; DOCS Education
Business Address: 2730 SW Moody	106 Lenora Street
City, State & Zip: Portland, OR 97201	Seattle, WA 98121
Business Telephone: (503) 494-8857	(206) 412-0089

Comprehensive Course Materials and Objectives: Please submit copies of all course materials.

351-page course book delivered to Sandra Spilsbury on July 2, 2018.

Hours of Actual Instruction: 60

Location/Facility Name, Address and Instructors Name:
OHSU School of Dentistry, 2730 SW Moody, Portland, OR 97201
Anthony Feck, DMD; Leslie Fang, MD, PhD (DOCS Education, 106 Lenora Street, Seattle, WA 98121)

Date(s) of Course: 2017: July 20-23; August 10-13; October 20-22; 2018: March 22-26; April 12-15; April 26-29; May 3-6; May 31-June 3

Individual Submitting Request: John Bitting, Esq.

Business Address: 1908 Verbania Dr

City, State & Zip: Las Vegas, NV 89134

Business Telephone: (206) 412-0089

Date of Request: June 18, 2018

Signature of Person Authorized to Represent Conscious Sedation 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]:

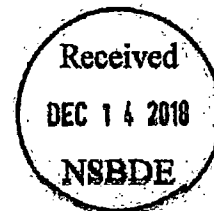
CE PROVIDER APPLICATION

**PDS University – Lasers
in Dentistry**



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



CONTINUING EDUCATION PROVIDER APPLICATION

Instructor Name: Brad Guyton, DDS; Jan LeBeau, RDH; Jenelle Paulo, RDH; Joy Rathnam, RDH; Jennifer Tumlinson RDH

Business Address: 17000 Red Hill St

City, State & Zip: Irvine, CA 92614

Business Telephone:

Course Title and Objectives [Must relate directly to the practice of dentistry and/or dental hygiene]:

Lasers for Dentistry:

This course is compliant with the Academy of Laser Dentistry Guidelines for a Standard Proficiency course: Please see attached for ALD guidelines and course objectives.

Number of Participants: 15:1 Instructor ratio compliant with AGD guidelines

Hours of Actual Instruction: 8 hours *(6.5 hours Didactic / 1.5 hours Hands On)*

Location/Facility Name and Address:

2460 Paseo Verde Parkway #145, Henderson, NV 89074

Date(s) of Course:

Individual Submitting Request: Jan LeBeau, RDH; Brad Guyton, DDS - *PDS University*

Business Address: 17000 Red Hill St.

City, State & Zip: Irvine, CA 92614

Business Telephone: 714 845 8500

Date of Request: 12/15/2018

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:

8hrs - Clinical

Effective Date of Approval:

11/25/19

Disapproved [Explanation]:

file pd by clk

CE PROVIDER APPLICATION

**National Provider
Compliance Corp.**



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



CONTINUING EDUCATION PROVIDER APPLICATION

Instructor Name: Dr. Christine Barry - National Provider Compliance Corporation
Business Address: 7373 University Ave, Suite 210 *↳ Rosann Zeke, Bridget Harper, Marcia Bean-Ebersole/Instructors*
City, State & Zip: La Mesa CA 91942
Business Telephone: 800 669 3322

Course Title and Objectives [Must relate directly to the practice of dentistry and/or dental hygiene]:

See Attachment



Number of Participants: Average 20
Hours of Actual Instruction: 4hrs
Location/Facility Name and Address: Doubletree by Hilton
7250 Pollock Dr. Las Vegas NV 89119
Date(s) of Course: Jan 25, 2019 July 26, 2019
Individual Submitting Request: Dr. Christine Barry
Business Address: 7373 University Ave, Suite 210
City, State & Zip: La Mesa CA 91942
Business Telephone: 773 750 2249
Date of Request: 9/9/18

Christine Barry

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]: Please provide detailed CV's of all course instructors. Please provide a detailed description of individuals background describing how they obtained their expertise to present regarding Nevada law.

Resubmission still does not address all concerns. Packet has been forwarded to Cont. Ed Comm for review

Revised 01/2014

**VOLUNTARY
SURRENDER OF LICENSE**



Nevada State Board of Dental Examiners

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



VOLUNTARY SURRENDER OF LICENSE

STATE OF California

COUNTY OF Los Angeles

I, Elena Maddern, hereby surrender my Nevada
Dental Dental Hygiene (circle one) license number 101623 on 14th day of
September, 2018.

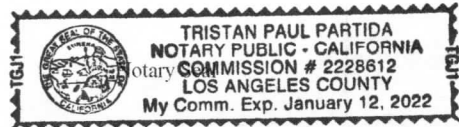
By signing this document, I understand, pursuant to Nevada Administrative Code (NAC) 631.160, the surrender of this license is absolute and irrevocable. Additionally, I understand that the voluntary surrender of this license does not preclude the Board from hearing a complaint for disciplinary action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

Elena Maddern

Licensee Signature

9/14/18

Date



Tristan Paul Partida

Notary Signature

~~Licensee Current Mailing Address:~~



Home Phone _____

Cell Phone: _____



Nevada State Board of Dental Examiners

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



VOLUNTARY SURRENDER OF LICENSE

STATE OF California

COUNTY OF Riverside

I, Joseph Danesh, hereby surrender my Nevada
Dental /Dental Hygiene (circle one) license number 6122 on 6 day of
December, 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.

Joseph Danesh

Licensee Signature

12/6/18

Date

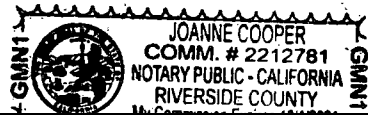
Joanne Cooper

Notary Signature

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

State of California, County of Riverside
Subscribed and sworn to (or affirmed) before me
on this 6th day of December, 2018,
by Joseph Danesh

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature: Joanne Cooper



Licensee Current Mailing Address: [Redacted]

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