NEVADA STATE BOARD
of
DENTAL EXAMINERS

Board Meeting

January 17, 2020
2:30 P.M.

To be continued on

January 18, 2020
9:00 A.M.

PUBLIC BOOK I

PLEASE DO NOT REMOVE BOOK FROM OFFICE
Calendar of Events
Calendar of Events for 2020

TENTATIVE

Board Meetings Dates:

- Friday January 31, 2020
- Friday February 28, 2020
- Friday March 27, 2020
- Friday April 24, 2020
- Friday May 29, 2020
- Friday June 26, 2020
- Friday July 24, 2020
- August: No Meeting
- Friday September 18, 2020
- Friday October 23, 2020
- Friday November 20, 2020
- Friday December 18, 2020

American Association of Dental Board Meetings:

Mid-Year Meeting 2020 – AADB- Chicago, IL – TBA
Annual Meeting 2020- AADB- TBA
NEVADA STATE BOARD
OF DENTAL EXAMINERS

ANNUAL REPORT

JUNE 30, 2019
**NEVADA STATE BOARD OF DENTAL EXAMINERS**

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</tbody>
</table>
MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the Nevada State Board of Dental Examiners’ (Board) annual financial report presents our discussion and analysis of the Board’s financial activities during the fiscal year then ended June 30, 2019. Please read it in conjunction with the Board’s financial statements which begin immediately following management’s discussion and analysis.

FINANCIAL HIGHLIGHTS

- The Board’s assets exceeded its liabilities by $1,200,796 (net assets) for the fiscal year reported. The comparison with last year shows an increase of 6% when assets exceeded liabilities by $1,135,820.

- Total assets include cash, accounts receivable, prepaid expenses, and deferred outflow of resources which represents an increase of 27%.

- Total liabilities, which include deferred revenue of the Board, increased by 40% from $1,861,141 to $2,602,789.

- Total net assets are comprised of the following:
  
  Unrestricted net assets of $1,200,796 represent the portion available to maintain the Board’s continuing obligations and operations.

- Operating expenses were $1,297,623 during the current year.

Overview of the Financial Statements

The annual report consists of three parts - management's discussion and analysis (this section), the basic financial statements and notes to the financial statements which explain some of the information in the financial statements and provide more detailed data.

Board’s Financial Statements

The financial report of the general fund uses a reporting method similar to those used by private-sector companies’ accrual basis accounting.

The first statement of the basic financial statement is the Balance Sheet. This statement includes all of the Board’s assets and liabilities with the difference reported as Fund Balance. Over time, increases or decreases in the Board’s Fund Balance are an indicator of whether its financial health is improving or deteriorating, respectively.

The second statement is the Statement of Revenues, Expenses and Fund Balance which reports how the Board’s Fund Balance changed during the current fiscal year. Current year revenues are the result of the recognition of previously received cash from licensing activities as well as user fees and charges, and interest income. Expenses are included regardless of when they are paid for in cash. The design of the statement of revenues, expenses and fund balance is intended to show the financial reliance of the Board’s activities on revenues generated by the licensing process.
The third statement, Statement of Cash Flows, summarizes the changes in cash balances by category. These changes are derived from the collection of cash receipts and disbursement of cash payments.

The Board’s financial statements reflect operations that are primarily supported by business-type activities intended to recover all or a significant portion of their costs through licensing fees and charges. Board activities include the regulation and licensing of dentists and dental hygienists.

The Board has implemented GASB Statement No. 68, Accounting and Financial Reporting for Pensions, as amended by GASB Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date.

Financial Analysis of the Board as a Whole

By accumulating year-to-year financial information, changes in fund balances may be observed and used to discuss the changing financial position of the Board as a whole.

Net assets at fiscal year-end are $1,200,796 which is an increase of $64,976 from last year’s net assets of $1,135,820. The following table provides a summary of the Board’s net assets:

<table>
<thead>
<tr>
<th>Summary of Net Assets</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td>2018</td>
</tr>
<tr>
<td>Current and other assets</td>
<td>$3,319,509</td>
<td>$2,750,565</td>
</tr>
<tr>
<td>Deferred outflows</td>
<td>484,076</td>
<td>246,396</td>
</tr>
<tr>
<td>Total assets and deferred outflows</td>
<td>3,803,585</td>
<td>3,006,961</td>
</tr>
<tr>
<td>Current liabilities</td>
<td>1,603,711</td>
<td>1,170,921</td>
</tr>
<tr>
<td>Long-term liabilities</td>
<td>947,807</td>
<td>644,106</td>
</tr>
<tr>
<td>Deferred inflows</td>
<td>51,371</td>
<td>46,114</td>
</tr>
<tr>
<td>Total liabilities and deferred inflows</td>
<td>2,602,789</td>
<td>1,861,141</td>
</tr>
<tr>
<td>Net assets unrestricted</td>
<td>1,200,796</td>
<td>1,135,820</td>
</tr>
<tr>
<td>Total net assets</td>
<td>$1,200,796</td>
<td>$1,135,820</td>
</tr>
</tbody>
</table>

For the fiscal year ending June 30, 2019, the Board experienced an increase in total revenue from $1,315,871 in the prior year to $1,362,005. This increase was due in part to an increase in licensing fee income.

Comparative data is presented below to assist in the analysis of the Board's change in net assets:

<table>
<thead>
<tr>
<th>Summary of Changes in Net Assets</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td>2018</td>
</tr>
<tr>
<td>Revenues</td>
<td>$1,362,005</td>
<td>$1,315,871</td>
</tr>
<tr>
<td>Expenses-personnel</td>
<td>457,513</td>
<td>486,468</td>
</tr>
<tr>
<td>Operations</td>
<td>840,110</td>
<td>644,939</td>
</tr>
<tr>
<td>Total expenses</td>
<td>1,297,623</td>
<td>1,131,407</td>
</tr>
<tr>
<td>Interest income</td>
<td>594</td>
<td>612</td>
</tr>
<tr>
<td>Change in net assets</td>
<td>64,976</td>
<td>185,076</td>
</tr>
<tr>
<td>Beginning net assets</td>
<td>1,135,820</td>
<td>950,744</td>
</tr>
<tr>
<td>Ending net assets</td>
<td>$1,200,796</td>
<td>$1,135,820</td>
</tr>
</tbody>
</table>
Financial Analysis of the Board's Funds

As the Board completed the year, its general funds (as presented in the balance sheet on page 6) reported a fund balance of $1,200,796 which includes applications for licensing of dentists and dental hygienists and receipt of other required fees.

Capital Assets

The Board's purchases of capital assets include computer hardware, communication equipment, and office equipment. In accordance with its charter, the Board does not maintain ownership of the assets but they immediately become the property of the State of Nevada. As such, purchases of capital assets are accounted for in the statement of revenues, expenses and fund balance under the account “Equipment”. Purchases for the fiscal year ended June 30, 2019 were $5,148.

Economic Factors and Next Year's Budgets and Rates

The Board increased its revenue budget for FY 2020 over the FY 2019 actual by 6% to better align with expected income. The Board increased wage/benefit expenses to account for in-house Deputy General Legal Counsel, part time in-house Investigator, full time Legal Assistant and full time Receptionist by 29%. Professional fee expenses for FY 2020 have been increased by 13% over FY 2019 actual to accommodate continuing litigation. The Board’s current office space lease expires in April 2020. With the increase in staff, the Board anticipates moving offices to better accommodate this increase and has budgeted accordingly. The board continues to maintain cost allocation and recovery for regulatory enforcement and continues to manage negotiated leases, travel expenses, collaboration with other boards for expense savings, and other cost saving measures. Due to the increase in expense for personnel and an office move, the Board’s FYE 2020 budget anticipates expenses will be higher than revenue.

The Board has maintained a modest reserve account for legal and disciplinary processing and prosecution as well as unanticipated legal contingencies. The number of investigations, informal hearings, formal hearings and prosecutions has again increased in addition to more involved litigious issues associated with the investigations and hearings and the ongoing monitoring associated with compliance in stipulation orders. The Board has implemented investigating all complaints received as long as the complaint has the required verification form and release of records form attached. The Board no longer utilizes a Disciplinary Screening Officer Coordinator to review complaints to determine if the Board has jurisdiction prior to proceeding with verification of the complaint. This has resulted in an increase in investigations. The Board has discontinued the use of Disciplinary Screening Officers (DSO's) and Infection Control Inspectors (IC). The DSO and IC Inspector duties have been assigned to trained staff.

The Board's website offers licensees and the public current information pertaining to board meetings, application, resource links and a section specific to the public. The Board will be offering free continuing education courses to the licensees prior to licensure renewal. Technical Bulletins noting action taken by the Board regarding unlicensed persons practicing dentistry and/or dental hygiene in the State of Nevada is available on the Board's website. The Board continues to investigate the illegal practice of dentistry and dental hygiene. The Review Panel will be meeting more often due to the increase in investigations to be reviewed.

Contacting the Board's Financial Management

This financial report is designed to provide a general overview of the Board's finances and to show the Board's accountability for the money it receives. If you have questions about this report or need additional financial information, contact Debra Shaffer-Kugel, Executive Director, Nevada State Board of Dental Examiners, at 6010 South Rainbow Boulevard, Suite A-1, Las Vegas, Nevada 89118.
INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Nevada State Board of Dental Examiners

We have audited the accompanying financial statements of Nevada State Board of Dental Examiners (a Nevada State Agency) which comprise the balance sheet as of June 30, 2019, and the related statements of revenues, expenses, fund balances, and cash flows for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nevada State Board of Dental Examiners as of June 30, 2019, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.
Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The management's discussion and analysis information on pages 1 through 3 and the schedule of the Board's proportionate share of the net pension liability, and the schedule of Board contributions on page 14 are presented to supplement the basic financial statements. Such information although not part of the basic financial statement is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Campbell Jones Cohen CPAs

Las Vegas, Nevada
October 30, 2019
NEVADA STATE BOARD OF DENTAL EXAMINERS

BALANCE SHEET
JUNE 30, 2019

ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$3,298,091</td>
</tr>
<tr>
<td>Accounts receivable, net</td>
<td>781</td>
</tr>
<tr>
<td>Prepaid expense</td>
<td>20,637</td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td><strong>$3,319,509</strong></td>
</tr>
</tbody>
</table>

Deferred Outflow of Resources:
- Pensions (Note 5)                  | 484,076 |

**Total Assets and Deferred Outflow of Resources** | **$3,803,585**

LIABILITIES AND FUND BALANCE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Liabilities:</td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>$61,113</td>
</tr>
<tr>
<td>Accrued compensation</td>
<td>98,225</td>
</tr>
<tr>
<td>Deferred revenue</td>
<td>1,444,373</td>
</tr>
<tr>
<td><strong>Total current liabilities</strong></td>
<td><strong>$1,603,711</strong></td>
</tr>
</tbody>
</table>

Long-Term Liabilities:
- Net pension liability - proportionate share (Note 5)       | 947,807 |

Deferred Inflow of Resources:
- Pensions (Note 5)                                          | 51,271  |

**Fund Balance**                                             | 1,200,796 |

**Total Liabilities, Deferred Inflow and Fund Balance**     | **$3,803,585** |
NEVADA STATE BOARD OF DENTAL EXAMINERS

STATEMENT OF REVENUES, EXPENSES AND FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2019

<table>
<thead>
<tr>
<th>Revenues:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensing and permit fees</td>
<td>$1,317,915</td>
</tr>
<tr>
<td>Interest income</td>
<td>594</td>
</tr>
<tr>
<td>Other</td>
<td>25,868</td>
</tr>
<tr>
<td>Reimbursed investigation costs</td>
<td>18,222</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>$1,362,599</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>17,948</td>
</tr>
<tr>
<td>Legal</td>
<td>183,587</td>
</tr>
<tr>
<td>Rent</td>
<td>76,601</td>
</tr>
<tr>
<td>Payroll</td>
<td>457,513</td>
</tr>
<tr>
<td>Pension</td>
<td>193,201</td>
</tr>
<tr>
<td>Equipment</td>
<td>5,148</td>
</tr>
<tr>
<td>Professional fees</td>
<td>23,022</td>
</tr>
<tr>
<td>Travel</td>
<td>13,093</td>
</tr>
<tr>
<td>Other</td>
<td>327,510</td>
</tr>
<tr>
<td><strong>Total expenses</strong></td>
<td>1,297,623</td>
</tr>
</tbody>
</table>

| Net Excess Revenues Over Expenses | 64,976 |

| Fund Balance, Beginning         | 1,135,820 |

| Fund Balance, Ending            | $1,200,796 |
NEVADA STATE BOARD OF DENTAL EXAMINERS

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2019

<table>
<thead>
<tr>
<th>Net Excess Revenues Over Expenses</th>
<th>$ 64,976</th>
</tr>
</thead>
</table>

Reconciliation of Net Excess Revenues Over Expenses to Net Cash Provided by Operating Activities:

<table>
<thead>
<tr>
<th>Changes in Operating Assets and Liabilities:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Decrease in accounts receivable</td>
<td>$ 2,965</td>
</tr>
<tr>
<td>Increase in prepaid expense</td>
<td>(1,410)</td>
</tr>
<tr>
<td>Increase in deferred outflow - pensions</td>
<td>(237,680)</td>
</tr>
<tr>
<td>Increase in accounts payable</td>
<td>37,693</td>
</tr>
<tr>
<td>Increase in accrued compensation</td>
<td>17,809</td>
</tr>
<tr>
<td>Increase in deferred revenue</td>
<td>377,287</td>
</tr>
<tr>
<td>Increase in net pension liability</td>
<td>303,701</td>
</tr>
<tr>
<td>Increase in deferred inflow - pensions</td>
<td>5,157</td>
</tr>
<tr>
<td><strong>Net cash provided by operating activities</strong></td>
<td><strong>505,522</strong></td>
</tr>
</tbody>
</table>

Net Change in Cash

<table>
<thead>
<tr>
<th>Cash, Beginning</th>
<th>$ 2,727,593</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, Ending</td>
<td>$ 3,298,091</td>
</tr>
</tbody>
</table>
NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURAL OF ACTIVITIES
Nevada State Board of Dental Examiners (the Board) is the licensing and regulatory agency for dentists and dental hygienists in the State of Nevada. The Board was created and is regulated by the Nevada Revised Statutes. The Board is a special revenue fund of the State of Nevada that is used to account for the proceeds of licensing fees that are legally restricted to expenditures for specified purposes. The Board is required to comply with budgeting and reporting requirements in the same manner as other state agencies.

BASIS OF ACCOUNTING
The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. This method provides for recognizing expenditures at the time the related liabilities are incurred, while revenues are recorded when earned, measurable and available to finance expenditures of the fiscal period.

PROPERTY AND EQUIPMENT
The property and equipment of the Board is considered to be general property and equipment of the State of Nevada and, therefore, is not reflected in this balance sheet. Equipment purchases of the Board are charged to expenditures at the time of acquisition.

STATEMENT OF CASH FLOWS
For purposes of the statement of cash flows, the Board considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

INCOME TAXES
The Board is a public agency and is not subject to Federal Income taxes under Code Section 115(7), 1454.R.C.

DEFERRED REVENUE
By provision of statute, the Board administers its licensing registration on a biennial basis with offsetting years between the dentists and hygienists. Deferred revenue consists of license fees that are collected prior to July 1 for the ensuing year. At June 30, 2019, deferred revenue consists of one year collected fees for the hygienists and two years for the dentists. License fees are the Board’s primary source of revenue.

ESTIMATES
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.
NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PENSION EXPENSE

Financial reporting information pertaining to the Board’s participation in the Public Employees’ Retirement System (PERS) is prepared in accordance with Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions, as amended by GASB Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date.

The fiduciary net position, as well as additions to and deductions from the fiduciary net position, of PERS have been determined on the same basis as they are reported by PERS. The financial statements were prepared using the accrual basis of accounting. Employer contributions are recognized when due, pursuant to formal commitments and statutory requirements. Benefits and refunds of employee contributions are recognized when due and payable in accordance with the statutes governing PERS. Expenses are recognized when the liability is incurred, regardless of when payment is made. Investments are reported at fair value on a trade date basis. The fiduciary net position is reflected in the measurement of the Board’s net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense.

NOTE 2 - CASH DEPOSITS IN EXCESS OF INSURED LIMITS

The Board maintains cash balances with Wells Fargo Bank. Balances are insured by the Federal Deposit Insurance Corporation up to $250,000. Wells Fargo Bank, NA is collateralizing the balances in excess of $250,000 as the Board is a participant in the Nevada State Treasurer’s Pool Collateral Program in accordance with applicable Nevada Law. No balances are exposed at June 30, 2019.

NOTE 3 - CONTRACTS

The Board has an agreement with Alpha-Omega Strategies, Inc. to provide lobbying services year-round. The agreement is renewed biannually and provides for a monthly fee for services.

The Board has entered into an agreements with Lemons, Grundy & Eisenberg and Lee Drizin to represent the Board in litigation where there may be a potential or actual conflict with in-house legal counsel.

NOTE 4 - LEASE AGREEMENTS

The Nevada State Board of Dental Examiners leases office space and certain equipment under operating lease agreements with various expirations. Aggregate future minimum lease payments required on all operating leases as of June 30, 2019, are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$104,045</td>
</tr>
<tr>
<td>2021</td>
<td>127,768</td>
</tr>
<tr>
<td>2022</td>
<td>131,600</td>
</tr>
<tr>
<td>2023</td>
<td>135,552</td>
</tr>
<tr>
<td>2024 and thereafter</td>
<td>532,236</td>
</tr>
<tr>
<td></td>
<td>$1,031,201</td>
</tr>
</tbody>
</table>

Rent expense for the year ended June 30, 2019 for these leases was $76,601.
NEVADA STATE BOARD OF DENTAL EXAMINERS

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

NOTE 5 - DEFINED BENEFIT PENSION PLAN

Plan Description. The Nevada State Board of Dental Examiners contributes to the Public Employee's Retirement System (PERS), a cost-sharing, multiple-employer defined benefit pension plan administered by the State of Nevada. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. The State of Nevada issues a publicly available financial report that includes financial statements and required supplementary information of PERS. That report is available at www.nvpers.org.

Funding Policy. The Board is enrolled in the employer-pay contribution plan. In this plan, the Board is required to contribute all amounts due. The contribution requirements of plan members and the Board are established under Chapter 286 of the Nevada Revised Statutes. The Board's contribution rate for the year ended June 30, 2019 was 29.25%. The Board's contribution to PERS for the year ended June 30, 2019 was $119,044.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At June 30, 2019 the Board recorded a liability of $947,807 for their proportionate share of the net pension liability. The net pension liability for the plan in total was measured at June 30, 2018 and determined by an actuarial valuation as of that date. The Board's proportionate share of the total net pension liability was based on the ratio of our actual contributions of $64,474 paid to PERS for the year ended June 30, 2018 relative to the actual contributions of $927,699,552 from all participating employers. At June 30, 2018, the Board's proportionate share was .00695%.

For the year ended June 30, 2019, the Board recognized a pension expense of $193,201, their proportionate share of the total pension expense.

At June 30, 2019, the Board reported deferred outflows of the resources and deferred inflows of resources from the following sources related to PERS pension benefits:

<table>
<thead>
<tr>
<th>Deferred Outflows of Resources</th>
<th>Deferred Inflows of Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Differences between expected and actual experience</td>
<td>$ 29,692</td>
</tr>
<tr>
<td>Changes of assumptions</td>
<td>49,943</td>
</tr>
<tr>
<td>Net difference between projected and actual earnings on pension plan investments</td>
<td>-</td>
</tr>
<tr>
<td>Changes in proportion and differences between employer contributions and proportionate share of contributions</td>
<td>288,397</td>
</tr>
<tr>
<td>Employer contributions subsequent to the measurement date</td>
<td>119,044</td>
</tr>
<tr>
<td>Total</td>
<td>$ 484,076</td>
</tr>
</tbody>
</table>

$119,044 reported as deferred outflows of resources to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended June 30, 2019. Other amounts reported as collective deferred (inflows)/outflows of resources to be recognized in pension expense.
NOTE 5 - DEFINED BENEFIT PENSION PLAN (CONTINUED)

Year ending June 30:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$ 21,695</td>
</tr>
<tr>
<td>2021</td>
<td>5,778</td>
</tr>
<tr>
<td>2022</td>
<td>(14,873)</td>
</tr>
<tr>
<td>2023</td>
<td>8,049</td>
</tr>
<tr>
<td>2024</td>
<td>9,229</td>
</tr>
<tr>
<td>2025</td>
<td>1,251</td>
</tr>
</tbody>
</table>

And thereafter

Actuarial Assumptions

Actuarial valuations of PERS involves estimates of the reported amount and assumptions about probability of occurrence of events far into the future. Examples include assumptions about future employment mortality and future salary increases. Amounts determined regarding the net pension liability are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The last experience study was conducted in 2017.

Significant actuarial assumptions and other inputs used to measure the total pension liability:

- Measurement Date: June 30, 2018
- Valuation Date: June 30, 2018
- Investment Rate of Return: 7.50%
- Inflation: 2.75%
- Total Payroll Growth: 5.0% including inflation
  - Regular: 4.25%-9.15%; Police/Fire: 4.55%-13.9%, depending on service. Rates include inflation and productivity increase.
- Future Salary increases: 2.75%
- Consumer Price Index: None – same as those used in the June 30, 2018 funding actuarial valuation.
- Changes in Actuarial Assumptions and Methods: PERS issues a publicly available financial report that can be obtained at www.nvpers.org under quick links - publications.
- Fiduciary Net Position: The System's policies which determine the investment portfolio target asset allocation are established by the Board. The asset allocation is reviewed annually and is designed to meet the future risk and return needs of the System.

The following was the Board adopted policy target asset allocation as of June 30, 2018

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>Target Allocation</th>
<th>Return*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Equity</td>
<td>42%</td>
<td>5.50%</td>
</tr>
<tr>
<td>International Equity</td>
<td>18%</td>
<td>5.75%</td>
</tr>
<tr>
<td>Domestic Fixed Income</td>
<td>30%</td>
<td>0.25%</td>
</tr>
<tr>
<td>Private Markets</td>
<td>10%</td>
<td>6.80%</td>
</tr>
</tbody>
</table>

*As of June 30, 2018, PERS’ long-term inflation assumption was 2.75%
NOTE 5 - DEFINED BENEFIT PENSION PLAN (CONTINUED)

Discount Rate

The discount rate used to measure the total pension liability was 7.5% as of June 30, 2018. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on that assumption, the pension plan’s fiduciary net position at June 30, 2018, was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2018.

The following presents the net pension liability of the PERS as of June 30, 2018, calculated using the discount rate of 7.5%, as well as what PERS net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.5%) or 1-percentage-point higher (8.5%) than the current discount rate:

<table>
<thead>
<tr>
<th>Discount Rate</th>
<th>1% Decrease (6.5%)</th>
<th>Current Rate (7.5%)</th>
<th>1% Increase (8.5%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proportionate share of the Net Pension Liability / (Asset)</td>
<td>$ 1,445,392</td>
<td>$ 947,807</td>
<td>$ 534,372</td>
</tr>
</tbody>
</table>

NOTE 6 - COMPLIANCE WITH NEVADA REVISED STATUTES AND NEVADA ADMINISTRATIVE CODE

The Board conformed to all significant statutory constraints on its financial administration during the fiscal year.

NOTE 7 - COMMITMENTS AND CONTINGENCIES

At fiscal 2019 year-end, there are several lawsuits filed against the Board. While both cases are not completely concluded, all rulings to date have been in favor of the board. No amount of contingent liability is considered necessary at this time.

NOTE 8 - REVIEW OF SUBSEQUENT EVENTS

The Board has evaluated subsequent events through October 30, 2019 which is the date the financial statements were available to be issued.
**NEVADA STATE BOARD OF DENTAL EXAMINERS**

**REQUIRED SUPPLEMENTARY INFORMATION**

Schedule of Proportionate Share of the Net Pension Liability and Related Ratios

<table>
<thead>
<tr>
<th>Year Ended</th>
<th>Proportion of the Net Pension Liability (Asset)</th>
<th>Proportionate Share of the Net Pension Liability (Asset)</th>
<th>Actual Covered Member Payroll</th>
<th>Net Pension Liability (Asset) as a Percentage of Covered Payroll</th>
<th>Fund Balance as a Percentage of Total Pension Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/2016</td>
<td>0.00406%</td>
<td>$465,513</td>
<td>$309,418</td>
<td>150.45%</td>
<td>170.34%</td>
</tr>
<tr>
<td>6/30/2017</td>
<td>0.00481%</td>
<td>$647,372</td>
<td>$324,475</td>
<td>199.51%</td>
<td>151.35%</td>
</tr>
<tr>
<td>6/30/2018</td>
<td>0.00484%</td>
<td>$644,106</td>
<td>$475,741</td>
<td>135.39%</td>
<td>173.99%</td>
</tr>
<tr>
<td>6/30/2019</td>
<td>0.00695%</td>
<td>$947,807</td>
<td>$448,016</td>
<td>211.56%</td>
<td>119.42%</td>
</tr>
</tbody>
</table>

*The data provided in the schedule is based as of the measurement date of PERS net pension liability, which is as of the beginning of the Board’s fiscal year.*

Schedule of Board’s Contributions

<table>
<thead>
<tr>
<th>Year Ended</th>
<th>Statutorily Required Contribution</th>
<th>Actual Employer Contributions</th>
<th>Contribution Excess/(Deficiency)</th>
<th>Actual Covered Member Payroll</th>
<th>Contributions as a Percentage of Covered Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/2015</td>
<td>$62,350</td>
<td>$62,350</td>
<td>$</td>
<td>$309,418</td>
<td>20.15%</td>
</tr>
<tr>
<td>6/30/2016</td>
<td>$86,637</td>
<td>$81,574</td>
<td>$(5,063)</td>
<td>$309,418</td>
<td>26.36%</td>
</tr>
<tr>
<td>6/30/2017</td>
<td>$90,853</td>
<td>$86,940</td>
<td>$(3,913)</td>
<td>$324,475</td>
<td>26.79%</td>
</tr>
<tr>
<td>6/30/2018</td>
<td>$133,207</td>
<td>$128,948</td>
<td>$(4,259)</td>
<td>$475,741</td>
<td>27.10%</td>
</tr>
<tr>
<td>6/30/2019</td>
<td>$131,045</td>
<td>$119,044</td>
<td>$(12,001)</td>
<td>$448,016</td>
<td>26.57%</td>
</tr>
</tbody>
</table>

*Note: These schedules are intended to show information for ten years. Additional years will be displayed as they become available.*
Financials
Balance Sheet and Statement of Revenues
# Balance Sheet

**As of October 31, 2019**

## ASSETS

### Current Assets

<table>
<thead>
<tr>
<th>Description</th>
<th>Oct 31, 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checking/Savings</td>
<td>3,193,786.77</td>
</tr>
<tr>
<td>10000 - Wells Fargo-Operating</td>
<td>657,735.83</td>
</tr>
<tr>
<td>10015 - Wells Fargo - Saving</td>
<td>1,335,571.34</td>
</tr>
<tr>
<td>10010 - Wells Fargo-Reserves</td>
<td>1,200,479.60</td>
</tr>
<tr>
<td>Total Checking/Savings</td>
<td></td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td></td>
</tr>
<tr>
<td>11001 - Allowance for Bad Debts</td>
<td>-84,477.53</td>
</tr>
<tr>
<td>11000 - Accounts Receivable</td>
<td>85,082.91</td>
</tr>
<tr>
<td>Total Accounts Receivable</td>
<td>605.38</td>
</tr>
<tr>
<td>Other Current Assets</td>
<td></td>
</tr>
<tr>
<td>11050 - Reimbursements Receivable</td>
<td>903.33</td>
</tr>
<tr>
<td>11200 - Prepaid Expenses</td>
<td>16,856.00</td>
</tr>
<tr>
<td>11210 - Prepaid Insurance</td>
<td>3,639.86</td>
</tr>
<tr>
<td>18000 - Deferred Outflows-Pension</td>
<td>484,076.00</td>
</tr>
<tr>
<td>Total Other Current Assets</td>
<td>505,475.19</td>
</tr>
<tr>
<td>Total Current Assets</td>
<td>3,699,867.34</td>
</tr>
</tbody>
</table>

## TOTAL ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Oct 31, 19</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3,699,867.34</td>
</tr>
</tbody>
</table>

## LIABILITIES & FUND BALANCE

### Liabilities

<table>
<thead>
<tr>
<th>Description</th>
<th>Oct 31, 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>34,491.11</td>
</tr>
<tr>
<td>Other Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>22125 - DDS Deferred Revenue</td>
<td>1,097,524.03</td>
</tr>
<tr>
<td>22136 - RDH Deferred Revenue</td>
<td>162,514.15</td>
</tr>
<tr>
<td>23750 - Accrued Vacation/Sick Leave</td>
<td>106,250.78</td>
</tr>
<tr>
<td>Total Other Current Liabilities</td>
<td>1,366,288.96</td>
</tr>
<tr>
<td>Total Current Liabilities</td>
<td>1,400,780.07</td>
</tr>
</tbody>
</table>

### Long Term Liabilities

<table>
<thead>
<tr>
<th>Description</th>
<th>Oct 31, 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>20601 - Pension Liability</td>
<td>947,807.00</td>
</tr>
<tr>
<td>21001 - Deferred Inflows-Pension</td>
<td>51,271.00</td>
</tr>
<tr>
<td>Total Long Term Liabilities</td>
<td>999,078.00</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>2,399,858.07</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>1,300,099.27</td>
</tr>
</tbody>
</table>

## TOTAL LIABILITIES & FUND BALANCE

<table>
<thead>
<tr>
<th>Description</th>
<th>Oct 31, 19</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3,699,867.34</td>
</tr>
</tbody>
</table>

---

**Unaudited-Interim Financial Report**

Page 1 of 3
# Nevada State Board of Dental Examiners

## Statement of Revenues, Expenses and Fund Balance

**July through October 2019**

<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Jul - Oct 19</th>
<th>Budget</th>
<th>$ Over Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40000 · Dentist Licenses &amp; Fees</td>
<td>321,500.97</td>
<td>330,169.00</td>
<td>(8,668.03)</td>
</tr>
<tr>
<td>50000 · Dental Hygiene Licenses &amp; Fees</td>
<td>109,233.45</td>
<td>105,830.00</td>
<td>3,403.45</td>
</tr>
<tr>
<td>50750 · Other Licenses &amp; Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43650 · Reimbursed Investigation Costs</td>
<td>25,220.60</td>
<td>6,600.00</td>
<td>18,620.60</td>
</tr>
<tr>
<td>40220 · License Verification Fee</td>
<td>1,800.00</td>
<td>1,625.00</td>
<td>175.00</td>
</tr>
<tr>
<td>40227 · CEU Provider Fee</td>
<td>4,500.00</td>
<td>3,332.00</td>
<td>1,168.00</td>
</tr>
<tr>
<td>40225 · Duplicate License Fee</td>
<td>725.00</td>
<td>400.00</td>
<td>325.00</td>
</tr>
<tr>
<td>40555 · Fines</td>
<td>0.00</td>
<td>200.00</td>
<td>(200.00)</td>
</tr>
<tr>
<td>40185 · Lists/Labels Printed</td>
<td>248.00</td>
<td>1,100.00</td>
<td>(852.00)</td>
</tr>
<tr>
<td>40600 · Miscellaneous Income</td>
<td>156.72</td>
<td>54.00</td>
<td>102.72</td>
</tr>
<tr>
<td><strong>Total 50750 · Other Licenses &amp; Fees</strong></td>
<td>32,650.32</td>
<td>13,311.00</td>
<td>19,339.32</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>463,384.74</td>
<td>449,310.00</td>
<td>14,074.74</td>
</tr>
<tr>
<td><strong>Expense</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60500 · Bank Charges</td>
<td>5,231.15</td>
<td>5,345.00</td>
<td>(113.85)</td>
</tr>
<tr>
<td>68000 · Conferences &amp; Seminars</td>
<td>4,650.00</td>
<td>3,500.00</td>
<td>1,150.00</td>
</tr>
<tr>
<td>63000 · Dues &amp; Subscriptions</td>
<td>4,246.56</td>
<td>4,728.00</td>
<td>(481.44)</td>
</tr>
<tr>
<td>65100 · Furniture &amp; Equipment</td>
<td>0.00</td>
<td>810.00</td>
<td>(810.00)</td>
</tr>
<tr>
<td>66500 · Insurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>66500-1 · Liability</td>
<td>1,993.78</td>
<td>2,160.00</td>
<td>(166.22)</td>
</tr>
<tr>
<td>66500-2 · Workers Compensation</td>
<td>1,462.03</td>
<td>1,360.00</td>
<td>102.03</td>
</tr>
<tr>
<td><strong>Total 66500 · Insurance</strong></td>
<td>3,455.81</td>
<td>3,520.00</td>
<td>(64.19)</td>
</tr>
<tr>
<td>66520 · Internet/Web/Domain</td>
<td>2,753.27</td>
<td>2,244.00</td>
<td>509.27</td>
</tr>
<tr>
<td>73500 · Information Technology</td>
<td>1,665.00</td>
<td>1,235.00</td>
<td>430.00</td>
</tr>
<tr>
<td>66600 · Office Supplies</td>
<td>3,303.31</td>
<td>4,660.00</td>
<td>(1,356.69)</td>
</tr>
<tr>
<td>66650 · Office Expense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>68710 · Miscellaneous Expenses</td>
<td>218.00</td>
<td>1,600.00</td>
<td>(1,382.00)</td>
</tr>
<tr>
<td>68700 · Repairs &amp; Maintenance</td>
<td>3,321.81</td>
<td>3,080.00</td>
<td>241.81</td>
</tr>
<tr>
<td>68725 · Security</td>
<td>798.96</td>
<td>405.00</td>
<td>393.96</td>
</tr>
<tr>
<td>68715 · Shredding Services</td>
<td>115.00</td>
<td>92.00</td>
<td>23.00</td>
</tr>
<tr>
<td>68720 · Utilities</td>
<td>1,983.36</td>
<td>2,040.00</td>
<td>(56.64)</td>
</tr>
<tr>
<td><strong>Total 66650 · Office Expense</strong></td>
<td>6,438.13</td>
<td>7,217.00</td>
<td>(778.87)</td>
</tr>
<tr>
<td>67000 · Printing</td>
<td>2,552.31</td>
<td>2,400.00</td>
<td>152.31</td>
</tr>
<tr>
<td>67500 · Postage &amp; Delivery</td>
<td>4,390.63</td>
<td>4,600.00</td>
<td>(209.37)</td>
</tr>
<tr>
<td>68500 · Rent/Lease Expense</td>
<td>26,630.76</td>
<td>26,561.00</td>
<td>69.76</td>
</tr>
<tr>
<td>75000 · Telephone</td>
<td>745.71</td>
<td>688.00</td>
<td>57.71</td>
</tr>
<tr>
<td>73550 · Per Diem (Staff)</td>
<td>37.32</td>
<td>0.00</td>
<td>37.32</td>
</tr>
<tr>
<td>73600 · Professional Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>73600-1 · Accounting/Bookkeeping</td>
<td>12,120.00</td>
<td>8,087.00</td>
<td>4,033.00</td>
</tr>
<tr>
<td>73600-4 · Legislative Services</td>
<td>13,714.28</td>
<td>13,716.00</td>
<td>(1.72)</td>
</tr>
<tr>
<td>73600-2 · Legal-General</td>
<td>22,308.44</td>
<td>45,555.00</td>
<td>(23,246.56)</td>
</tr>
<tr>
<td><strong>Total 73600 · Professional Fee</strong></td>
<td>48,142.72</td>
<td>67,358.00</td>
<td>(19,215.28)</td>
</tr>
<tr>
<td>73700 · Verification Services</td>
<td>6,785.75</td>
<td>6,025.00</td>
<td>760.75</td>
</tr>
</tbody>
</table>
# Nevada State Board of Dental Examiners
## Statement of Revenues, Expenses and Fund Balance
### July through October 2019

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Jul - Oct 19</th>
<th>Budget</th>
<th>$ Over Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>72000</td>
<td>Employee Wages &amp; Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>72100</td>
<td>Executive Director</td>
<td>44,937.66</td>
<td>46,256.00</td>
<td>(1,318.34)</td>
</tr>
<tr>
<td>72300</td>
<td>Credentialing &amp; Licensing Coord</td>
<td>20,332.09</td>
<td>19,840.00</td>
<td>492.09</td>
</tr>
<tr>
<td>72132</td>
<td>Site Inspection Coordinator</td>
<td>14,006.86</td>
<td>14,352.00</td>
<td>(346.14)</td>
</tr>
<tr>
<td>72200</td>
<td>Technology/Finance Liaison</td>
<td>17,792.26</td>
<td>16,464.00</td>
<td>1,328.26</td>
</tr>
<tr>
<td>72130</td>
<td>Public Info &amp; CE Coordinator</td>
<td>11,616.37</td>
<td>11,173.00</td>
<td>442.37</td>
</tr>
<tr>
<td>72160</td>
<td>Legal Counsel</td>
<td>41,036.96</td>
<td>41,032.00</td>
<td>4.96</td>
</tr>
<tr>
<td>72180</td>
<td>Investigator</td>
<td>4,017.60</td>
<td>4,855.00</td>
<td>(837.40)</td>
</tr>
<tr>
<td>72010</td>
<td>Payroll Service Fees</td>
<td>918.34</td>
<td>932.00</td>
<td>(13.66)</td>
</tr>
<tr>
<td>72005</td>
<td>Payroll Tax Expense</td>
<td>2,353.95</td>
<td>3,440.00</td>
<td>(1,086.05)</td>
</tr>
<tr>
<td>72600</td>
<td>Retirement Fund Expense (PERS)</td>
<td>41,944.82</td>
<td>42,674.00</td>
<td>(729.18)</td>
</tr>
<tr>
<td>65529</td>
<td>Health Insurance</td>
<td>21,658.99</td>
<td>27,382.00</td>
<td>(5,823.01)</td>
</tr>
<tr>
<td></td>
<td>Total 72000 - Employee Wages &amp; Benefits</td>
<td>220,523.90</td>
<td>226,400.00</td>
<td>(7,876.10)</td>
</tr>
<tr>
<td>72400</td>
<td>Board of Directors Expense</td>
<td>4,677.57</td>
<td>3,998.00</td>
<td>679.57</td>
</tr>
<tr>
<td>60001</td>
<td>Anesthesia Eval Committee</td>
<td>3,726.24</td>
<td>4,656.00</td>
<td>(929.76)</td>
</tr>
<tr>
<td>73650</td>
<td>Investigations/Complaints</td>
<td>9,458.71</td>
<td>12,160.00</td>
<td>(2,701.29)</td>
</tr>
<tr>
<td>60002</td>
<td>Infection Control Inspection</td>
<td>4,839.74</td>
<td>4,202.00</td>
<td>637.74</td>
</tr>
<tr>
<td></td>
<td>Total Expense</td>
<td>364,254.59</td>
<td>394,307.00</td>
<td>(30,052.41)</td>
</tr>
<tr>
<td></td>
<td>Net Ordinary Income</td>
<td>99,130.15</td>
<td>55,003.00</td>
<td>44,127.15</td>
</tr>
<tr>
<td></td>
<td>Other Income/Expense</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Other Income</td>
<td></td>
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<td></td>
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<td></td>
<td>Net Income</td>
<td>99,342.46</td>
<td>55,203.00</td>
<td>44,139.46</td>
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</table>
Door Station Security Camera and Intercom System Replacement Proposal
**JOB ESTIMATE**

**QUOTE 814**

**JOB DESCRIPTION**
Install JP Door Station and Touch Screen Intercom

<table>
<thead>
<tr>
<th>QTY</th>
<th>MATERIAL DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>JP Series Touchscreen Intercom</td>
<td>2,342.00</td>
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<td>Door Release Relay</td>
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<tr>
<td>1</td>
<td>Misc Material, Wire Etc,</td>
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</table>

**LABOR DESCRIPTION**
Provide and install a hardwired intercom system. Locate the door camera unit to the left of door on stucco wall. Install touchscreen at reception desk. Customer to provide outlet for power supply.

**TOTAL MATERIAL**  2,520.00
**NV SALES TAX**  207.90
**LABOR**  690.00
**REKEY**  0.00

**GRAND TOTAL**  3,417.90

THIS ESTIMATE GOOD FOR THIRTY (30) DAYS FROM DATE OF ESTIMATE.

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted.

**TO ACCEPT PLEASE SIGN BELOW AND FAX TO 702-382-0491 OR EMAIL TO locks@alarmco.com**

ACCEPTED BY: ___________________________ DATE: ______________
Draft Minutes
NEVADA STATE BOARD OF DENTAL EXAMINERS
(Video Conferenced)

Meeting Location

Board of Dental Examiners
6010 S Rainbow Boulevard, Suite A-1
Las Vegas, Nevada 89118
(702) 486-7044

&

Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521

Meeting Date & Time

Friday, September 13, 2019
9:10 a.m.

DRAFT MINUTES

NOTICE OF AGENDA & PUBLIC MEETING FOR THE BUDGET AND FINANCE COMMITTEE
(R. Michael Sanders, DMD, (Chair); D. Kevin Moore, DDS; Yvonne Bethea, RDH; Gabrielle Cioffi (Public Member)

Note: Asterisks (*) denote items on which the Board may take action.

Note: Action by the Board on an item may be to approve, deny, amend, or table.

1. Call to Order, roll call, and establish quorum:
Committee Chairman Sanders called the meeting to order and the Executive Director conducted the following roll call:

   Dr. R. Michael Sanders ("Dr. Sanders")  -------------- PRESENT
   Mrs. Yvonne Bethea ("Ms. Bethea")  -------------- PRESENT
   Dr. D. Kevin Moore ("Dr. Moore")  -------------- PRESENT
   Ms. Gabrielle Cioffi ("Ms. Cioffi")  -------------- EXCUSED

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

Public Attendees: Daniel Boyer, Cameraman for LVDA; Bizu Tesfayz, media from the LVRJ; Arthur Kane, Reporter for the LVRJ; photographer with the LVRJ; Riley Snyder, Reporter for the Nevada Independent.

2. Public Comment: The public comment period is limited to matters specifically noticed on the agenda. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. Comments by the public may be limited to three minutes as a reasonable time, place and manner restriction, but may not be limited based upon viewpoint. The Chairperson may allow additional time at his/her discretion.

No public comment was made.

*3. Approve Agenda and Disclosures (For Possible Action)

   MOTION: Committee Member Sanders moved that the Board approve the agenda as outlined and no disclosures were noted. Seconded by Committee Member Moore. No discussion.
   All in favor. Motion Passed.
*4. Review, Discussion and make recommendations to the Board regarding FY20 Draft/Proposed Budget – NRS 631.190 (For Possible Action)

Mrs. Hummel presented the proposed budget to the Board. The discussion included the process for drafting this particular budget and a review of the accounts listed under Revenue and the accounts listed under Expenses.

Committee Member Moore had various questions pertaining to budgeted items including, but not limited to, free CE courses offered by the Board, AADB Board Members attendance and the budget items for three new staff positions. Committee Member Moore expressed his opposition for the three new staff positions.

   MOTION: Committee Member Sanders moved that the committee recommend the proposed budget as outlined to the entire Board at the next scheduled meeting. No second. Motion failed.

There was discussion regarding Committee Member Moore’s opposition to the proposed three new staff positions.

   MOTION: Committee Member Sanders moved that the Committee recommend the proposed budget with the exclusion of the 3 new staff positions. Seconded by Committee Member Moore. No discussion. All in favor. Motion Passed.

5. Public Comment: This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. The Chairperson of the Board will impose a time limit of three (3) minutes. The Chairperson may allow additional time at his/her discretion.

No public comment was made.

*6. Adjournment (For Possible Action)

Committee Member Sanders called for adjournment
Seconded by Committee Member Moore
No discussion
All in favor
Motion passed

Meeting adjourned at 10:28 a.m.

Minutes approved at the November 1, 2019 Board Meeting
Respectfully Submitted by:

____________________________________________
Debra Shaffer-Kugel, Executive Director
NOTICE OF AGENDA & PUBLIC MEETING FOR THE ANESTHESIA SUB-COMMITTEE

(D. Kevin Moore, DDS (Chair); Brendan Johnson, DDS; R. Michael Sanders, DMD; A. Ted Twesme, DDS; Amada Okundaye, DDS; Jade Miller, DDS; Joshua Saxe, DDS)

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

1. Call to Order, roll call, and establish quorum:
Committee Member Moore called the meeting to order and the Executive Director conducted the following roll call:

Dr. D. Kevin Moore ----------------- PRESENT
Dr. Brendan Johnson --------------- PRESENT
Dr. R. Michael Sanders ------------- PRESENT
Dr. A. Ted Twesme ---------------- PRESENT
Dr. Amanda Okundaye -------------- EXCUSED
Dr. Jade Miller ------------------- PRESENT
Dr. Joshua Saxe ------------------- PRESENT

Others Present: Melanie Bernstein Chapman, Esq., Board General Counsel; Rosalie Bordelove, Esq., Deputy Attorney General/Board Co-Counsel; Debra Shaffer-Kugel, Executive Director.

Public Attendees: Richard Dragon, DMD, NDA.

2. Public Comment: The public comment period is limited to matters specifically noticed on the agenda. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. Comments by the public may be limited to three minutes as a reasonable time, place, and manner restriction, but may not be limited based upon viewpoint. The Chairperson may allow additional time at his/her discretion.

No public comment made.

3. Approve Agenda (For Possible Action)

MOTION: Committee Member Twesme moved that the sub-committee approve the agenda.
Motion seconded by committee member Sanders. No further discussion, motion was unanimously approved.
4. **New Business:** (For Possible Action)

(a) Review and Discuss updating the emergency scenarios used when conducting evaluations for the administration of moderate sedation and general anesthesia (For Possible Action)

(b) Creation of emergency scenarios used when conducting evaluations for the administration of pediatric moderate sedation (12 years of age or younger) (For Possible Action)

(c) Review and Discuss creation of new calibration to incorporate the recent regulation changes for moderate sedation, pediatric moderate sedation and general anesthesia. (For Possible Action)

Chairman Moore opened the floor for discussion of agenda items (4)(a)-(c). There was discussion regarding emergency scenarios and calibration of all anesthesia evaluators and the possibility of the Board seeking an outside entity to conduct anesthesia evaluations rather than Board-appointed anesthesia evaluators.

MOTION: Committee Member Okundaye requested tabling this discussion for a future meeting. Motion seconded by Committee Member Twesme. All were in favor of the motion. None opposed. Motion to hold future meeting to establish emergency case scenarios during closed session passed unanimously.

MOTION: Committee Member Twesme made a motion to develop 3 different categories of scenarios, separate algorithms for under 12 years of age and for those over the age of 12, with a third algorithm specifically for general anesthesia. Motion seconded by Committee Member Sanders. Opposition: None. Motion passed unanimously.

(d) Discuss whether to contract with the Board approved Anesthesia Evaluators/Inspectors or consider a Board approved accrediting entity conduct the evaluation and/or inspections prior to issuing a Sedation, General Anesthesia or Site permits (For Possible Action)

The sub-committee members stated their opposition to becoming independent contractors to conduct evaluations due to personal liability concerns. Committee Member Twesme noted that CDCA has established an anesthesia evaluation protocol for this purpose. A presentation was given by the Accreditation Association for Dental Offices (“AAFDO”). Chairman Moore requested that the AAFDO forward the slides from the presentation for consideration by the Board.

Motion: Committee Member Okundaye requested tabling this discussion for a future meeting. Motion seconded by Committee Member Twesme. All were in favor of the motion. None opposed. Motion passed unanimously.

(e) Review, Discuss and make Recommendations to the Board regarding the application to become a recognized provider for a moderate sedation certification course for the administration of moderate sedation to patients 13 years of age or older (For Possible Action)

(1) Augusta University’s Dental College of Georgia

Committee Member Okundaye noted some of her concerns with this CODA accredited course. After some discussion Committee Member Johnson recommended rejecting the course as the course presented did not meet the Board’s standards currently.

MOTION: Committee Member Johnson motioned to deny the application until they meet Nevada standards. Motion seconded by Committee Member Saxe. With no further discussion, the vote was unanimous, motion passed.

5. **Public Comment:** This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. The Chairperson of the Board will impose a time limit of three (3) minutes. The Chairperson may allow additional time at his/her discretion.

There was no public comment.
6. **Adjournment** (For Possible Action)

Committee Member Moore called for adjournment.

Motion to adjourn by Committee Member Twesme
Motion seconded by Committee Member Sanders.
All were in favor, motion passed unanimously.

Meeting adjourned at: 1:47 p.m.

Minutes approved at the November 1, 2019 Board Meeting
Respectfully Submitted by:

____________________________________________
Debra Shaffer-Kugel, Executive Director
DRAFT MINUTES
9/20/2019
Legislative & Dental Practice Committee Meeting
NEVADA STATE BOARD OF DENTAL EXAMINERS
(Video Conferenced)

Meeting Location
Board of Dental Examiners
6010 S Rainbow Boulevard, Suite A-1
Las Vegas, Nevada 89118
(702) 486-7044

&

Video Conferencing was Available
Board of Nursing
5011 Meadowood Mall Way, Suite 300
Reno, Nevada 89502

Meeting Date & Time
Friday, September 20, 2019
2:33 p.m.

DRAFT Minutes

NOTICE OF AGENDA & PUBLIC MEETING FOR THE LEGISLATIVE AND
DENTAL PRACTICE COMMITTEE
(Timothy Pinther, DDS, (Chair); D. Kevin Moore, DDS; David Lee, DMD; Joan Shadler, RDH; Gabrielle Cioffi [Public Member])

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

1. Call to Order, roll call, and establish quorum:
Committee Member Pinther called the meeting to order and the Executive Director conducted the following roll call:

Dr. Timothy Pinther -------------------------- PRESENT
Dr. D. Kevin Moore ------------------------- PRESENT
Dr. David Lee ------------------------------- PRESENT
RDH Joan Shadler -------------------------- PRESENT
Ms. Gabrielle Cioffi ------------------------ PRESENT

Others Present: Melanie Bernstein Chapman, Esq., Board General Counsel; Rosalie Bordelove, Esq., Deputy Attorney General/Board Co-Counsel; Debra Shaffer-Kugel, Executive Director.

Public Attendees: Ariana Gaertz, Future Smiles; Maria Merrin, RDH, Future Smiles; Elizabeth Metz, Future Smiles; Xochitl Flores, Future Smiles; Brenda Thomas, Future Smiles; Elizabeth Bruins, Future Smiles; Steven Saxe, DMD, NSSOMS; Neena Laxalt, Nevada Dental Hygienists Association (“NDHA”); Caryn Solie, RDH, NDHA.

2. Public Comment: The public comment period is limited to matters specifically noticed on the agenda. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. Comments by the public may be limited to three minutes as a reasonable time, place, and manner restriction, but may not be limited based upon viewpoint. The Chairperson may allow additional time at his/her discretion.

Caryn Solie, RDH is the immediate past president of the NDHA and was speaking on their behalf; she commented in regards to Senate Bill 366 regarding dental therapists and dental hygienist use of laser treatment. The NDHS recommended the board adopt the following three (3) changes to NAC 631.210:
• NAC 631.210(3)(f) – Laser use and subsequent educational criteria – to proposed section (2)(o) and remove the proposed language limiting the use to only office lesions and herpes labialis
• Move wording of NAC 631.210 section (4) (a) and (b) regarding local anesthesia, nitrous oxide and its educational criteria to section (2) and title it (2)(p) – Justification: in accordance with S.B. 366 included language that allowed dental therapists and dental hygienists to administer local anesthesia and use of laser under the authorization as stated in section (74)(2)(b) of S.B. 366
• In existing NAC 631.210(6) change the letter (n) to (p) upon the approval of the 2 previously listed recommended changes – Justification: the scope of practice for the Public Health Dental Hygienist should not differ from that of a dental hygienist in private practice

*3. Approve Agenda [For Possible Action]
MOTION: Committee Member Cioffi moved that the committee approve the agenda. Motion seconded by Committee Member Lee. No further discussion, motion was unanimously approved.

*4. New Business: [For Possible Action]
(a) Review, Discuss and Make proposed changes to amend, add or repeal the following regulations: (For Possible Action)
(1) NAC 631.0005 through NAC 631.023 (contains new sections)
(2) NAC 631.028 through NAC 631.2256 (contains new sections)
(3) NAC 631.230 through NAC 631.410 (contains new sections)
Chairman Pinther advised that the Committee is conducting a review of the administrative codes, to include, amendments/changes, repeal and new sections. Upon review and any changes the Committee proposes will be forwarded to the Board through a Public Workshop.
The Executive Director suggested going through each regulation, discussing the reason for the proposed new section or changes, if any, and potential motion for recommended approval may be helpful to new committee members.
• NAC 631.___ “Dental Practice Act” defined.
There was no concern or discussion with the language of how ‘Dental Practice Act’ is defined.
• NAC 631. ____ “Certain Method of technical procedures” defined.
This proposed regulation is to define “Certain methods of technical procedures.” The discussion included examples of why this definition may be needed, it was agreed upon to clearly define that certain methods of technical procedures should read “… procedures that do not involve potential infection control, biohazard or sterilization concerns when performed on live patients.”
MOTION: Committee Member Moore moved that they add “when performed on live patients” to the end of the proposed language. Motion seconded by Committee Member Shadler.
With no further discussion, motion passed unanimously.
• NAC 631. ____ “Hearing” defined.
This proposed regulation is to define “Hearing”. The discussion addressed why it necessary to clarify the difference between a ‘Hearing’ and an ‘Informal Hearing.’ General Counsel explained the two types of hearings. General Counsel believes by defining a ‘Hearing’ this may avoid confusion in the future.
MOTION: Committee Member Moore motion to recommend the adoption of the regulation to define ‘hearing’ as proposed. Motion seconded by Committee Member Lee. With no further discussion, vote was unanimous. Motion passed.

- NAC 631.____ “Hearing Officer or Panel”

The proposed regulation defines “Hearing Officer or Panel.” It was noted the Board has not used hearing officers or panel to adjudicate cases on behalf of the Board. The discussion emphasized the importance of defining what each one is to avoid confusion especially with the newly implemented review panel.

MOTION: Committee Member Moore motioned to approve the definitions as proposed. Motion seconded by Committee Member Shadler. With no further discussion, vote was unanimous. Motion passed.

(b) Make Recommendations to the Board to conduct a Public Workshop regarding the proposed regulations: (For Possible Action)

Chairman Pinther stated that the committee was short on time and suggested the committee reconvene the meeting with the full board for discussion, review, and potential approval of the proposed changes.

5. Public Comment: This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. The Chairperson of the Board will impose a time limit of three (3) minutes. The Chairperson may allow additional time at his/her discretion.

Dr. Steven Saxe commented on S.B. 366 and noted some statute conflicts and read the conflict listed under section (2). Dr. Saxe stated there were no teledentistry provisions in Chapter 631 and therefore he believes it creates a conflict and wanted it noted that for the record. Dr. Saxe expressed his concern for patient safety.

*6. Adjournment (For Possible Action)

Committee Member Pinther called for adjournment.

Motion to adjourn by Committee member Moore.
Motion seconded by Committee member Cioffi.
All were in favor, motion passed unanimously.

Meeting adjourned at: 4:37 p.m.

Minutes approved at the November 1, 2019 Board Meeting
Respectfully Submitted by:

____________________________________________
Debra Shaffer-Kugel, Executive Director
DRAFT MINUTES
09/23/2019
Board Teleconference Meeting
NEVADA STATE BOARD OF DENTAL EXAMINERS
Telephone Conference Call Meeting

Meeting Location:
Board of Dental Examiners
6010 S Rainbow Blvd, Suite A1
Las Vegas, Nevada 89118

Meeting Date & Time
Monday, September 23, 2019
6:02 p.m.

DRAFT MINUTES
Agenda and Public Meeting

Note: Asterisks (*) denote items on which the Board may take action.
Note: 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 Member Bethea called the meeting to order and the Executive Director conducted the following roll call:

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

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

Public Attendees: Daniel Bouer, Cameraman for LVDA; Caryn Solie, RDH, NDHA; Donna Brown, Pyramid Lake Paiute Tribe – on behalf of Chairman Anthony Sampson; Neena Laxalt, NDHA; Robert Talley, NDA.

2. Public Comment: The public comment period is limited to matters specifically noticed on the agenda. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. Comments by the public may be limited to three (3) minutes as a reasonable time, place and manner restriction, but may not be limited based upon viewpoint. The Chairperson may allow additional time at his/her discretion

(Via telephone) Chairman Anthony Sampson with the Pyramid Lake Paiute Tribe read a statement into the record regarding the Committee on Public Health. Mr. Sampson expressed concerns that the proposed committee membership includes the Executive Director of the Nevada Dental Association, but did not list a representative of the Nevada Dental Hygienist Association; furthermore, that the proposed committee did not include representation from the rural or tribal public health areas that dental therapists are allowed to serve.
Caryn Solie representing NDHA as written by Lancette VanGuilder, public comment was submitted for the record. Ms. VanGuilder requested that the Board consider including dental hygienists to the proposed public health committee, as well as representation from the rural and tribal communities.

Terri Chandler, Executive Director for Future Smiles, commented that she offer over twenty (20) years of public health expertise. She noted that she would be honored to work on the proposed committee. She commended the board for establishing the Public Health Committee. She noted that she would not be participating as a NDHA representative, but rather as a representative of public health and the public health dental hygiene endorsement.

*3. Approval of Agenda and Disclosures: (For Possible Action)*

Board Member Bethea inquired if any Board members had any disclosures. There were none.

MOTION: Board Member Sanders moved that the Board approve the agenda as presented. Motion seconded by Board Member Blasco. No discussion was held, vote was unanimous, motion passed.

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

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

(1) Board Meeting – July 19, 2019

Executive Director presented the draft minutes for approval and requested any amendments/corrections to disclose. General Counsel noted several corrections. Brief discussion was held. Board member Lee inquired what public health was. General Counsel advised that the Board Members could address that question upon reaching that agenda item. With no further corrections, Executive Director requested approval.

MOTION: Board Member Lee motioned that the Board adopt the draft minutes with corrections noted. Motion seconded by Board Member Sanders. With no further discussion, the vote was unanimous, motion passed.

*b. Lease: NRS 631.190 (For Possible Action)*

(1) Approval of New Office Lease with Transwestern Investment Holdings VD, LLC

Discussion was held noting that the Board had previously approved consideration of new office space at a previous meeting. Executive Director presented a proposed lease for consideration. Discussion was held amongst the Board members regarding the office lease and the need for additional office space.

MOTION: Board Member Pisani motioned that the Board approve the new office lease. Motion seconded by Board Member Blasco. With no further discussion, motion passed. Board Members Moore and Lee opposed the motion.

*c. Authorized Investigative Complaint(s): NRS 631.360 (For Possible Action)*

(1) Dr. Y: Received information from the Board’s Licensing Specialist that Dr. Y has failed to file current board re-certification for his/her designated specialty in accordance with NRS 631.255 (For Possible Action)

Executive Director advised the Board members of the alleged violations of Dr. Y and requested the Board authorize an investigation against Dr. Y.

MOTION: Board Member Moore moved that the Board not authorize the investigation against Dr. Y until the Board has had time to review the audit. Motion seconded by Board Member Lee. No further discussion, vote was called with the following opposed: Board Members Blasco, Sanders, Pisani, and Pinther, Champagne, Pate, and Cioffi. Motion failed.
MOTION: Board Member Pate motioned that the Board authorize the investigation against Dr. Y. Motion was seconded by Board Member Sanders. No further discussion, motion passed, with the following opposed: Board Members Moore and Lee. Roll Call Vote:

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<tbody>
<tr>
<td>Dr. Byron Blasco</td>
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<td>Ms. Betty Pate</td>
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<td>Ms. Gabrielle Cioffi</td>
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<td>Dr. D. Kevin Moore</td>
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Motion passed, investigation against Dr. Y authorized.

(2) Dr. Z: Received information from the State Board of Pharmacy regarding allegations of non-compliance with AB 474, failing to conduct patient-queries and self-queries to the PMP possible violations of Chapter 639 and NRS 631.3485(2) and NAC 631.045(4) (For Possible Action)

Executive Director advised the Board members of the alleged violations of Dr. Z and requested the Board authorize an investigation against Dr. Z.

MOTION: Board Member Blasco motioned that the Board authorize the investigation against Dr. Z. Motion was seconded by Board Member Sanders. Discussion: discussion was held regarding the investigation process and policies and how authorized investigations are brought about. No further discussion, the motion passed, with the following oppositions: Board Members Lee & Moore.

*5. New Business (For Possible Action)*

*a. Approval/Rejection of Part-time Employee Investigator Position – NRS 631.190 (For Possible Action)*

Board Member Bethea explained the need for a part-time investigator and called for a motion.

MOTION: Board Member Pate moved that the Board approve the part-time employee investigator position. Motion seconded by Board Member Pisani. Discussion: discussion was held regarding the recommendation from Board Member Cioffi and Dr. Lee from a previous meeting regarding the possibility of hiring an in-house investigator in lieu of using disciplinary screening officers. Additional discussion held. Majority voted in favor of motion, with the following oppositions: Board Members Lee and Moore. Roll Call Vote:

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Motion passed.

*b. Approval/Rejection of Full-time In-House Deputy General Counsel Position – NRS 631.190 (For Possible Action)*

Board Member Bethea explained the need for the deputy general counsel position and called for a motion.
MOTION: Board Member Sanders moved that the Board the full-time in-house Deputy General Counsel position. Motion seconded by Board Member Pate. Discussion: Discussion was held. Board member Lee asked that they add to the next board meeting agenda consideration of contracting with outside counsel for oversight of in-house general counsel. Additional discussion held. Majority voted in favor of motion, with the following oppositions: Board Members Lee and Moore; Abstentions: Board Member Shadler – joined meeting during discussion. Roll Call Vote:

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<tr>
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<td>Yes</td>
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<td>Dr. R. Michael Sanders</td>
<td>Yes</td>
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<td>Dr. Timothy Pinther</td>
<td>Yes</td>
</tr>
<tr>
<td>Dr. Jason Champagne</td>
<td>Yes</td>
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<tr>
<td>Dr. D. Kevin Moore</td>
<td>No</td>
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</tbody>
</table>

Motion passed.

*(c. Approval/Rejection of Full-Time Employee Receptionist Position – NRS 631.190 (For Possible Action)*

Board Member Bethea noted the vacant position for a legal assistant and the Executive Director would like to promote from within the office, but that the promotion would create the need for a full-time receptionist. Board Member Bethea called for a motion.

MOTION: Board Member Pisani moved that the Board the full-time employee receptionist position. Motion seconded by Board Member Pate. Discussion: Board Member Cioffi asked for clarification of the positions for legal assistant and receptionist. Executive Director clarified the legal assistant vacancy and the idea to promote from within the office, thus creating a need for a receptionist. Additional discussion held. Majority voted in favor of motion, with the following opposition: Board Member Moore. Roll call vote:

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<tr>
<td>Dr. Byron Blasco</td>
<td>Yes</td>
</tr>
<tr>
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<td>Yes</td>
</tr>
<tr>
<td>Dr. D. Kevin Moore</td>
<td>No</td>
</tr>
</tbody>
</table>

Motion passed.

*(d. Financials: NRS 631.190 (For Possible Action)*

(1) Consideration of Fiscal Year 2020 Budget (For Possible Action)

Mrs. Hummel presented the proposed budget and the modified proposed budget. The modified budget includes the three new staff position and costs associated with these positions and the proposed budget approved by the Budget & Finance Committee excludes the three new positions. After much discussion a motion was called for.

No action taken on this item.
b. Approve/Reject Modified Budget (For Possible Action)

Board Member Bethea called for a motion.

MOTION: Board Member Pisani moved that the Board approve the modified budget – also known as the original budget. Motion seconded by Board Member Blasco. With no further discussion, majority voted in favor of motion, with the following oppositions: Board Members Lee and Moore.

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Motion passed.

*e. Approve/Reject Application for Part-time Employee Investigator Position – NRS 631.190 (For Possible Action)

(1) Steven Hall, DDS

Board Member Bethea gave an overview of Dr. Hall’s history as a dentist.

MOTION: Board Member Blasco moved that the Board approve the application of Dr. Hall for the part-time investigator position. Motion seconded by Board Member Pisani. Board Member Sanders abstained due to his previous employment at the Dental School, where Dr. Hall was also a previous employee. Discussion held regarding the position. Majority voted in favor of motion, with the following oppositions: Board Members Lee and Moore.

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</tr>
<tr>
<td>Dr. Gregory Pisani</td>
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<tr>
<td>Dr. R. Michael Sanders</td>
<td>Abstained</td>
</tr>
<tr>
<td>Dr. Timothy Pinther</td>
<td>Yes</td>
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<tr>
<td>Dr. Jason Champagne</td>
<td>Yes</td>
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</tr>
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</tbody>
</table>

Motion passed.

*f. Approval for Board Members/Staff and Travel to attend the AADB Meeting – October 19-20, 2019 in Las Vegas, Nevada (For Possible Action)

Select Board Members and staff confirmed their attendance for the AADB meeting.

MOTION: Board Member Sanders moved that the Board approve board members, staff, and travel to attend the AADB meeting. Motion seconded by Board Member Shadler. With no further discussion, vote was unanimous, motion passed.

*g. Approval for Yvonne Bethea, RDH to be the ADEX District Dental Hygiene Representative for District 2 (For Possible Action)

Discussion was held regarding the positions to serve as an ADEX representative. Board Member Sanders recommended appointed Board Member Bethea to serve as the ADEX Dental Hygiene representative.
MOTION: Board Member Pate moved that the Board approve to appoint Board Member Bethea to the ADEX District Dental Hygiene Representative for District 2. Motion seconded by Board Member Pisani. With no further discussion, vote was unanimous, motion passed.

*Pursuant to NRS 631.385 and NAC 631.273 appoint an agent of the Board to conduct an investigation into deceased dentist(s) practice to ensure compliance with the statutes and/or regulations (For Possible Action)

(1) Chance Haider, DDS
(2) James Whalen, DDS

Discussion was held regarding the appointment of an agent to oversee the practice to ensure the practices of the deceased dentists listed above are in compliance with the statutes and/or regulations.

MOTION: Board Member Sanders moved that the Board approve to appoint Dr. Steven Hall as an agent of the Board to oversee the practice of the late Dr. Haider and Dr. Whalen. Motion seconded by Board Member Blasco. With no further discussion, majority voted in favor of motion, with the following oppositions: Board Members Lee and Moore. Roll Call vote:

<table>
<thead>
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</tbody>
</table>

Motion passed.

*Request the Board issue a subpoena duces tecum signed by the Board’s Secretary-Treasurer to Dr. S. Dr. S has refused to provide the Board with unredacted patient records in connection with an authorized investigative complaint approved by the Board and in violation of NRS 629.061. (For Possible Action)

Board Member Bethea called for a motion.

MOTION: Board Member Pisani moved that the Board approve the issuance of a subpoena signed by the Secretary-Treasurer. Motion seconded by Board Member Pate. Discussion: Board Member Moore asked that the Board consider tabling this agenda item due to concerns with the audit. Discussion held regarding the matter. Majority voted in favor of motion, with the following oppositions: Board Members Lee and Moore. Roll Call vote:

<table>
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Motion passed.
*j. Request the Board issue a subpoena duces tecum signed by the Board’s Secretary-Treasurer to Dr. Z. Dr. Z has refused at the request of the Board to submit a copy of patients’ records in connection with an authorized investigative complaint approved by the Board and in violation of NRS 629.061 (For Possible Action)

Board Member Bethea called for a motion, after explaining the alleged violations that Dr. Z failed to comply with.

MOTION: Board Member Blasco moved that the Board approve the issuance of a subpoena signed by the Secretary-Treasurer, to Dr. Z. Motion seconded by Board Member Shadler. With no discussion, majority voted in favor of motion, with the following oppositions: Board Members Lee and Moore. Roll Call vote:

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Motion passed.

*k. Approval to seek order to compel/show cause and/or order of contempt pursuant to NRS 631.366 regarding Dr. X’s failure to comply with the subpoena duces tecum approved and issued by the Board (For Possible Action)

Board Member Bethea noted that the Board previously approved the issuance of a subpoena to Dr. X, whom has failed to comply with the subpoena. A motion was called for.

MOTION: Board Member Pisani moved that the Board approve the request regarding Dr. X. Motion seconded by Board Member Pate. With no discussion, majority voted in favor of motion, with the following oppositions: Board Members Lee and Moore. Roll Call vote:

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Motion passed.

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

(1) Diana M. Leimbach, RDH – Healthy Smile Healthy Child Program

Board Member Bethea explained that this was an application for a PHE. Board Member Sanders reviewed the application and recommend approval.

MOTION: Board Member Pate moved that the Board approve the PHE for Ms. Leimbach. Motion seconded by Board Member Shadler. With no discussion, vote was unanimous, motion passed; Dr. Pisani abstained.
*m.  Approval for Anesthesia-Permanent Permit – NAC 631.2233 (For Possible Action)

(1) General Anesthesia (For Possible Action)
   (a) Mahyar Ali Karimi, DDS
   (b) Luke M. Nicholson, DMD

These applications were reviewed by Board Member Moore and Board Member Sanders. Board Member Moore recommended approval of the permanent General Anesthesia permit for Dr. Karimi and Dr. Nicholson.

MOTION: Board Member Blasco moved that the board approve the permanent General Anesthesia permit for Dr. Karimi and Dr. Nicholson. Motion seconded by Board Member Shadler. No discussion, the vote was unanimous, motion passed; abstained from the motion were Board Members Moore and Sanders.

(2) Moderate Sedation (pediatric specialty) (For Possible Action)
   (a) Andrek J. Ingersoll, DMD
   (b) Michael J. Purcell, DDS

These applications were reviewed by Board Member Moore and Board Member Sanders. Board Member Moore recommended approval of the permanent Moderate Sedation (pediatric specialty) permit for Drs. Ingersoll and Purcell.

MOTION: Board Member Shadler moved that the board approve the permanent Moderate Sedation (pediatric specialty) permit for Dr. Ingersoll and Dr. Purcell. Motion seconded by Board Member Pate. No discussion, the vote was unanimous, motion passed; abstained from the motion were Board Members Moore and Sanders.

*n.  Approval for Anesthesia – Temporary Permit – NAC 631.2233 (For Possible Action)

(1) General Anesthesia (For Possible Action)
   (a) Stavan Y. Patel, DDS

The application was reviewed by Board Member Moore and Board Member Sanders. Board Member Moore recommended approval of a temporary permit for Dr. Patel.

MOTION: Board Member Blasco moved that the board approve the temporary general anesthesia permit for Dr. Patel. Motion seconded by Board Member Lee. No discussion, the vote was unanimous, motion passed; abstained from the motion were Board Members Moore and Sanders.

(2) Moderate Sedation (pediatric specialty) (For Possible Action)
   (a) Leilani D. M. Friesen, DDS
   (b) Rasika Y. Patel, DDS

These applications were reviewed by Board Member Moore and Board Member Sanders. Board Member Moore recommended approval of a temporary permit for Drs. Friesen and Dr. Patel.

MOTION: Board Member Blasco moved that the board approve the temporary Moderate Sedation (pediatric specialty) permit for Dr. Friesen and Dr. Patel. Motion seconded by Board Member Lee. No discussion, the vote was unanimous, motion passed; abstained from the motion were Board Members Moore and Sanders.

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

(1) Moderate Sedation (patients 13 years of age & older) (For Possible Action)
   (a) Damian V. Betancourt, DDS

Board Member Bethea recommended approving an extension for Dr. Betancourt.
MOTION: Board Member Pisani moved that the board approve the request for a 90-day extension for the applicant listed. Motion seconded by Board Member Blasco. No discussion, the vote was unanimous, motion passed; abstained from the motion were Board Members Moore and Sanders.

*p. Approve the Committee on Public Health-NRS 631.190 [For Possible Action]

(1) Betty Pate, RDH
(2) David Lee, DMD
(3) Gregory Pisani, DDS
(4) Antonina Capurro, DMD, State Dental Health Officer
(5) Robert Talley, DDS
(6) Terry Chandler, RDH

Discussion was held regarding the proposed members listed. It was noted that currently there was a vacant spot being held for the state dental hygiene health officer that is currently vacant with the State. It was recommended to reserve a spot until the State filled their vacancy.

MOTION: Board Member Pate moved that the Board approve the committee on Public Health. Motion seconded by Board Member Shadler. Discussion: Board Member Lee inquired what Public Health was. Board Member Sanders explained “public health”. Discussion including the addition of dental hygiene members to the committee. There was discussion of possible dental hygienists that may have interest in serving on the committee, and if so were advised to contact Board Member Pate. Executive Director would reach out to Ms. Jessica Woods to serve since she is the President of the NDHA. With no further discussion, the vote was unanimous, motion passed; abstained from the motion was Board Member Pate.

*q. Approve a 2.85 % COLA for Staff Members. This COLA increase is less 1.15% due to increase to PERS and is in accordance with the 2% COLA classified and unclassified employees received in 2017 and 2018 retro-active to July 1, 2019. [For Possible Action]

Board Member Bethea stated that the budget approved earlier already included the COLA increase for staff members. A motion was called for.

MOTION: Board Member Pate moved that the Board approve the COLA for staff members. Motion seconded by Board Member Sanders. Discussion: Board Member Lee expressed his opposition of approving an increase for staff since this is already a negative budget. Board Member Sanders called to question. With no further discussion, a majority voted in favor of the motion, with the following opposing: Board Members Lee and Moore. Roll Call Vote:

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Motion passed.

*r. Approval of Byron Blasco, DMD and Joan Shadler, RDH to the Budget & Finance Committee [For Possible Action]

Board Member Bethea noted that they have had difficulties obtaining a quorum and was thus suggesting adding additional board members to the Budget and Finance committee.
MOTION: Board Member Pisani moved that the Board approve to appoint Board Member Blasco and Board Member Shadler to the Budget and Finance Committee. Motion seconded by Board Member Sanders. Discussion: Board Member Moore inquired if this would affect the quorum. Mrs. Bordelove addressed Board Member Moore’s concerns. With no further discussion, the vote was unanimous, motion passed.

6. Public Comment: This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. The Chairperson of the Board will impose a time limit of three (3) minutes. The Chairperson may allow additional time at his/her discretion.

Ms. Chandler thanked the Board for the establishment of the Committee on Public Health

7. Announcements:

Executive Director noted that the dental hygienist mentioned for consideration to join the Committee on Public Health would be added to the next Board Meeting agenda for approval.

*8. Adjournment [For Possible Action]

Board Member Bethea called for adjournment.

Motion to adjourn by Board Member Blasco.
Motion seconded by Board Member Sanders.
All were in favor, motion passed unanimously.

Meeting adjourned at: 8:34 p.m.

Minutes approved at the November 1, 2019 Board Meeting
Respectfully Submitted by:

____________________________________________
Debra Shaffer-Kugel, Executive Director
Inlumon Licensing System
Support & Maintenance
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: EDULOKA LIMITED (inLumon)
   Address: 9645 Gateway Drive, Suite A
   Reno, Nevada 89521

   Agency Code: B007 105
   Appropriation Unit:  
   Is budget authority available?: X Yes [ ] No
   Contact / Phone: 775-324-0938
   Vendor No.: CDB#

   To what State Fiscal Year(s) will the contract be charged? FY20-23
   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.
   [ ] General Funds _________ %  X Fees Licensing 100 %
   [ ] Federal Funds _________ %  [ ] Bonds _________ %
   [ ] Highway Funds _________ %  [ ] Other funding: _________ %

2. Contract start date: BOE Approval

   a. Effective upon Board of Examiner's approval? X or b. other effective date

   Anticipated BOE meeting date [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: February 28, 2023 (original contract)
   Contract term: 36 months (indicate in years the length of the contract and any potential renewals)

4. Type of contract (check one):
   a. X New Contract
      Contract Amendment #1
      [ ] Interlocal Contract
   b. [ ] Cooperative Agreement
      [ ] Revenue Contract
      [ ] Other Contract:

      Provider Contract/Licensing Software Support

   b. Contract Description (limited to 3 or 4 key words):

5. Purpose of contract (if):
   The purpose of the contract is to provide licensing software services for the hosting, maintenance and support of licensing system. Board of Dental Examiners does not have an in-house IT support person

6. a. NEW CONTRACTS ONLY:
   The maximum amount of the contract for the term of the contract is: $83,000.00
   Payment for services will be made at the rate of $See attached docs per monthly
   (enter dollar amount) (time interval, i.e., hour, year)
   or, if not applicable, specify other basis for payment:

   b. CONTRACT AMENDMENTS ONLY:
   Maximum amount of the original contract: (refer to 6 a)
   Total amount of any previous contract amendments
   Amount of current contract amendment
   New maximum contract amount (Add lines 1, 2, and 3 for the total of line 4)
   and/or the termination date of the original contract has changed to:
   and/or explain other changes:

   Meeting date of BOE approval

   1. 
   2. 
   3. 
   4. 

Form Approved 07/09 Page 1 of 3
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 X No
   
   Was the solicitation (RFP) done by the Purchasing Division? □ Yes X 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?

   inLumon developed our licensing software system, provides licensing software services to other state occupational boards and is locally owned.

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

10. Does the contract contain any IT components? Yes X No
    If yes, per NRS 242.151 DoIT approval is required.
    DoIT has advised is not hosting any of the information on state server
    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 X No

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

   □ Yes X 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 X 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 X No If "Yes," please explain

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

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

Form Approved 07/09 Page 2 of 3
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:  01/10/2019

Date
# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada  
Acting by and Through its  

<table>
<thead>
<tr>
<th>Agency Name:</th>
<th>Nevada State Board of Dental Examiners</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>6010 S Rainbow Blvd, Suite A-1</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Las Vegas, NV 89118</td>
</tr>
<tr>
<td>Contact:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>702-486-7005</td>
</tr>
<tr>
<td>Fax:</td>
<td>702-486-7046</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Name:</th>
<th>Eduloka Limited (dba: Inlumon)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>9645 Gateway Drive, Suite A</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Reno, Nevada 89521</td>
</tr>
<tr>
<td>Contact:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>775.324.0938</td>
</tr>
<tr>
<td>Fax:</td>
<td>1.206.338.2638/800.246.0541</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:info@inLumon.com">info@inLumon.com</a></td>
</tr>
</tbody>
</table>

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.
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 [Upon BOE Approval]).

| Effective from: | BOE approval (Anticipate March 1, 2020) | To: | Date: February 28, 2023 |

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: | SCOPE OF WORK |

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:

| See attached document (Exhibit DD) | per | Month |
| Total Contract or installments payable at: | Within 30 days of receipt of invoice for work completed |
| Total Contract Not to Exceed: | $83,000.00 |

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.
9. **INSPECTION & AUDIT.**

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

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

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*Form Provided by the Attorney General of the State of Nevada*  
*Effective 02/2017*  
*Page 3 of 9*
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.

*Form Provided by the Attorney General of the State of Nevada*

*Effective 02/2017*
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.
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 additional 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
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 subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, 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:
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.
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.

<table>
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<tr>
<th>Independent Contractor’s Signature</th>
<th>Date</th>
<th>Outside Legal Counsel</th>
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<td>State of Nevada Authorized Signature</td>
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<td>State of Nevada Authorized Signature</td>
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**APPROVED BY BOARD OF EXAMINERS**

Signature – Board of Examiners

On: ____________________________

Date: ___________________________
ATTACHMENT BB
# CERTIFICATE OF LIABILITY INSURANCE

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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<th>Policy Exp Date</th>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- **A** Fidelity Bond 3rd Party BKT
- **B** Professional Liability (Errors and Omissions)
- **C** Workers Compensation
- **D** Automobile Liability
- **E** Umbrella Liability
- **F** Excess Liability

**CERTIFICATE HOLDER**

Eduloka Limited DBA InLumen and C3 Info Systems Inc
5375 Gateway Dr, Suite 150 Reno, NV 89521

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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

May 2017

Extracted from Original Proposal

Submitted by

inLumen

www.inlumen.com
Email: info@inlumen.com
800-246-0541
1 SUPPORT AND SERVICE LEVEL AGREEMENT

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

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

Support Services

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

SERVICE LEVEL AGREEMENT

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

inLumon Support Desk Hours

The inLumon Support Desk operates from 7:00 AM to 6:00 PM Pacific Time, Monday through Friday except for federal holidays. Customers may use the inLumon Support Desk as a single point of contact for all support inquiries regarding inLumon products. The inLumon Support Desk provides first and second level diagnostic support including analysis of the issue, problem solving and resolution.
Support Ticket Prioritization
inLumon will prioritize Support tickets based on:
- The severity of the issue
- The urgency of the issue
- The effort involved in resolution

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

Support Ticket Severity and Response Times
The table below describes the severity inLumon will associate with each support ticket. The table also lists the standard response time for each level of severity.

<table>
<thead>
<tr>
<th>Severity</th>
<th>Description</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>System crash, major system portion unusable and no reasonable workaround within application, irretrievable data loss</td>
<td>30 mins to 4 hours</td>
</tr>
<tr>
<td></td>
<td>Requires immediate resolution and should be fixed in the next release or patch</td>
<td></td>
</tr>
<tr>
<td>P2</td>
<td>Some portions of the system not working as intended/planned, resulting in noticeable deficiency or difficulty with allowing system use</td>
<td>4 hours to 12 hours</td>
</tr>
<tr>
<td></td>
<td>Application is usable with functional restrictions and impacted operations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Workarounds should be provided and plan for next available patch release is created</td>
<td></td>
</tr>
<tr>
<td>P3</td>
<td>Superficial defect and minor imperfection bug does not impede system functionality</td>
<td>Within 48 hours</td>
</tr>
<tr>
<td></td>
<td>Should be fixed in the next major release</td>
<td></td>
</tr>
<tr>
<td>P4</td>
<td>No impact on performance or usability and does not impede functionality</td>
<td>48 hours to 96 hours</td>
</tr>
<tr>
<td></td>
<td>Should be reviewed for a future release</td>
<td></td>
</tr>
</tbody>
</table>
2 TERMS AND CONDITIONS

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

<table>
<thead>
<tr>
<th>Increase %</th>
<th>Cost Per Month</th>
<th># of Months</th>
<th>Cost Per Year</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$2,227.89</td>
<td>12</td>
<td>$26,734.68</td>
<td>March 1, 2020 to February 28, 2021</td>
</tr>
<tr>
<td>3%</td>
<td>$2,294.73</td>
<td>12</td>
<td>$27,536.76</td>
<td>March 1, 2021 to February 28, 2022</td>
</tr>
<tr>
<td>3%</td>
<td>$2,363.57</td>
<td>12</td>
<td>$28,362.84</td>
<td>March 1, 2022 to February 28, 2023</td>
</tr>
</tbody>
</table>
Motion to Continue Hearing
-Lawrence Semenza, Esq.
for Nam Phan, DDS
MOTION TO CONTINUE

Respondent, Nam Phan, DDS, by and through his Counsel of Record, Lawrence J. Semenza, Esq., of Lawrence J. Semenza, Ltd. and respectively moves the Board of Dental Examiners to continue the Hearing set before the Board from November 8, 2019 to a time convenient to both the Board, the Board’s Counsel and Counsel for the Respondent.

This motion is based upon the fact that the date scheduled for the Hearing in this matter was set before acceptance of the Complaint upon Counsel for the Respondent. Counsel had previously scheduled a jury trial in the case of Woodrow Fox v. David Warren, Case No.: A-16-738788-C for November 4, 2019 for five to seven days, and Counsel will not be able to appear for the Board Hearing.

Dated this 14th day of October 2019.

LAWRENCE J. SEMENZA, LTD.

[Signature]

Lawrence J. Semenza, Esq.
3753 Howard Hughes Parkway Suite 200
Las Vegas, NV 89168
Telephone: (702) 369-6999
lsemenza@semenzalawfirm.com

Counsel for Nam Phan DDS
CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and NCFER 9, I hereby certify that on October 14, 2019, I caused to be sent by electronic transmission, a true copy of MOTION TO CONTINUE HEARING to the following email address:

Melanie Bernstein Chapman, Esq.
General Consul
Nevada State Board of Dental Examiners
6010 S. Rainbow Blvd., Bldg. A, Ste. 1
Las Vegas, NV 89118

mbchapman@nsbde.nv.gov

[Signature]
Lawrence J. Semenza
Consideration of Application for Licensure

- Kim D. Kimmerley, DMD
Re: Rejection of Application for Dental Licensure

Dear Nevada State Board of Dental Examiners,

I do hereby petition the Board to review my application for dental licensure at the next regularly scheduled meeting of the Board. If you choose not to grant me a full license, please grant me a probationary license. I will submit to any random substance abuse testing you require for any length of time. Thank you.

Sincerely,

[signature]

Kim D Kemmerly, DMD
I hereby make application for Nevada Dental licensure by: (Please check one below)

<table>
<thead>
<tr>
<th>Licensure by ADEX Exam (NRS 631.240): $1200</th>
<th>Licensure by WREB Exam (NRS 631.240): $1200</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensure by Credential (NRS 631.255): $1200</td>
<td>Indicate Specialty: Board Eligible □ Diplomate □</td>
</tr>
<tr>
<td>(Please select specialty below)</td>
<td></td>
</tr>
<tr>
<td>Orthodontia □</td>
<td>Prosthodontia □</td>
</tr>
<tr>
<td>Endodontia □</td>
<td>Pediatric Dentistry □</td>
</tr>
<tr>
<td>Periodontia □</td>
<td>Public Health Dentist □</td>
</tr>
<tr>
<td></td>
<td>O &amp; M Pathology □</td>
</tr>
<tr>
<td></td>
<td>O &amp; M Radiology □</td>
</tr>
<tr>
<td></td>
<td>O &amp; M Surgery □</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Limited Licensure (NRS 631.271): $125</th>
<th>Restricted Geographical (NRS 631.274): $600</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident: □</td>
<td>Instructor: □</td>
</tr>
<tr>
<td>Indicate Residency Program:</td>
<td>Indicate Instructor Facility:</td>
</tr>
</tbody>
</table>

Military by Reciprocity/Credential: $600.00 □ License by Endorsement: $1200 □

NOTE: An application is considered complete when the application, all required documents, background information, and fees are on file with the Board office. APPLICATION FEES MUST BE PAID IN ADVANCE AND MAY NOT BE REFUNDED PURSUANT TO NEVADA REVISED STATUTE (NRS) 631.345.

Please type or print legibly. All questions must be answered. If additional space is needed, attach a separate sheet identifying additional information by Section number. Applicants acknowledge they have a continuing responsibility to update all information contained in this application until such time as the Board takes final action on this application. Failure of an applicant to update the information prior to final action of the Board is grounds for subsequent disciplinary action.

Last: Kemmerly
First: Kim
Middle: DeWwayne
Suffix:  
Soc. Security #: Aged: Male  
Female  
Birthdate: Birthplace (City, County, State, & Country):  
Have you ever been known by any other name? Yes □ No □  
If yes, state in full every other name by which you have been known, the reason therefore, and the inclusive dates so known:

If a married woman, state maiden name:

If a name change was made by court order, attach a CERTIFIED COPY of the court order.

Are you a U.S. born citizen? Yes □ No □  
If no, are you naturalized? Yes □ No □  
If yes, naturalization date: Naturalization Place:  
If no, were you born abroad of US citizens? Yes □ No □  
If no, are you a legal resident? Yes □ No □  
Is your application for naturalization pending? Date of Application: Place:  
You must submit appropriate proof of Citizenship or legal documentation for lawful entitlement to remain in the U.S. and work in the U.S.

Received NOV 18 2019
(A) HOME ADDRESS & PREVIOUS ADDRESS HISTORY

Current Home Address: [redacted]  City: [redacted]  State: [redacted]  Zip code: [redacted]

Mailing Address: This is the address that all correspondence from NSBDE will be mailed. If same as current home address please check box.

Mailing Address (if different):  City: [redacted]  State: [redacted]  Zip Code: [redacted]

Telephone Residence: [redacted]  Telephone Cell: [redacted]  Email address: [redacted]

(B) PREVIOUS STREET ADDRESS

List all home addresses for the past seven (7) years. If you cannot recall certain information please indicate cannot recall. Do not leave blank. Please be sure that if you were in school you have a home address listed in the same state you went to school. (Please add additional pages as needed)

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Address</td>
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<td></td>
<td></td>
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<tr>
<td>County:</td>
<td></td>
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<td></td>
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<td>Dates: to</td>
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<td>2. Address</td>
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<td>County:</td>
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<td>Dates: to</td>
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<td>3. Address</td>
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<td>Dates: to</td>
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<td>4. Address</td>
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<td>Dates: to</td>
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<td>5. Address</td>
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<td>Dates: to</td>
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<td>Dates: to</td>
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<td>7. Address</td>
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<td>County:</td>
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<td>Dates: to</td>
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<tr>
<td>8. Address</td>
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<td>County:</td>
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<td>Dates: to</td>
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<td>9. Address</td>
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<td>County:</td>
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<td>Dates: to</td>
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<tr>
<td>10. Address</td>
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<td>County:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Dates: to</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(C) MILITARY SERVICE

Have you ever served in the military? (If yes, you must answer the questions below) Yes ☐ No ☑

<table>
<thead>
<tr>
<th>Date of Service:</th>
<th>Military Occupation Specialty/Specialties:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td></td>
</tr>
<tr>
<td>To</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Branch of Service:</th>
<th>Army/Army Reserve</th>
<th>Marine Corps/Marine Corps Reserve</th>
</tr>
</thead>
<tbody>
<tr>
<td>Navy/Navy Reserve</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Coast Guard/Coast Guard Reserve</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Service:</th>
<th>Military Occupation Specialty/Specialties:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td></td>
</tr>
<tr>
<td>To</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Branch of Service:</th>
<th>Army/Army Reserve</th>
<th>Marine Corps/Marine Corps Reserve</th>
</tr>
</thead>
<tbody>
<tr>
<td>Navy/Navy Reserve</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Coast Guard/Coast Guard Reserve</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

(D) EDUCATION & CERTIFICATIONS

<table>
<thead>
<tr>
<th>Doctoral:</th>
<th>Post Doctoral:</th>
</tr>
</thead>
<tbody>
<tr>
<td>University/College:</td>
<td>UNLV School of Dental Medicine</td>
</tr>
<tr>
<td>City:</td>
<td>Las Vegas</td>
</tr>
<tr>
<td>State:</td>
<td>Nevada</td>
</tr>
<tr>
<td>Years Attended: (month/year)</td>
<td>Sept. 2014 to Oct. 2019</td>
</tr>
<tr>
<td>Graduation Date:</td>
<td>August 16, 2019</td>
</tr>
<tr>
<td>Degree Earned:</td>
<td>DMD ☑</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>University/College:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
</tr>
<tr>
<td>State:</td>
</tr>
<tr>
<td>Years Attended: (month/year)</td>
</tr>
<tr>
<td>Graduation Date:</td>
</tr>
</tbody>
</table>

(E) LASER USE AND CERTIFICATION

I utilize laser radiation in the performance of my practice of dentistry. Yes ☐ No ☑

I certify that each laser I use in my practice of dentistry has been cleared by the United States Food and Drug Administration for use in dentistry. Yes ☐ No ☐

Attach a copy of proof of course completion of laser proficiency indicating successful completion of a recognized course pursuant to Board regulation NAC 631.033 and NAC 631.035 based on the curriculum guidelines and standards for dental laser education as adopted by the Academy of Laser Dentistry.

(F) CONTINUED CLINICAL COMPETENCY

Have you been out of active practice for two or more years just prior to completing this application? Yes ☐ No ☑

If yes, attach a separate sheet with details of how you have maintained your clinical skills.

(G) HISTORY OF IMPAIRMENT

Do you now, or have you ever, abused alcohol, other chemical substances, or do you have any medical/mental impairments or emotional condition(s) that would impair your ability to perform as a licensee pursuant to NRS and NAC Chapters 631? (If yes, submit details on separate sheet) Yes ☐ No ☑

Do you now, or have you ever had, any contagious or infectious disease(s) that would impair your ability to perform as a licensee pursuant to NRS and NAC Chapters 631? (If yes, submit details on separate sheet) Yes ☐ No ☑
(H) DENTAL PRACTICE & EMPLOYMENT HISTORY

Have you ever been engaged in private dental practice, been employed as a dentist, been self-employed or done business under a fictitious name (D.B.A.)?  
Yes ☐ No ☑

If yes, list the following information for the past ten years including the dates you practiced dentistry: the names of all employers; partners, associates or persons sharing office space; list dates of self-employment and nature of business; list all fictitious names (D.B.A.), dates and nature of business; and the reason for leaving each practice. If you were unemployed for any period of time please write the month and year of unemployment. (Use additional sheets if necessary)

<table>
<thead>
<tr>
<th>Current Practice Address (if any):</th>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email address:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(I) PREVIOUS EMPLOYMENT

1. Practice Address:  
From: To: (Include month/year) Telephone:
Name of Employers, Associates, Etc... Reason for leaving:

2. Practice Address:  
From: To: (Include month/year) Telephone:
Name of Employers, Associates, Etc... Reason for leaving:

3. Practice Address:  
From: To: (Include month/year) Telephone:
Name of Employers, Associates, Etc... Reason for leaving:

4. Practice Address:  
From: To: (Include month/year) Telephone:
Name of Employers, Associates, Etc... Reason for leaving:

5. Practice Address:  
From: To: (Include month/year) Telephone:
Name of Employers, Associates, Etc... Reason for leaving:
## EXAMINATION AND LICENSURE HISTORY

### NATIONAL BOARD EXAMINATION

<table>
<thead>
<tr>
<th>Part</th>
<th>Date Taken</th>
<th>PASS</th>
<th>FAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>5/5/2016</td>
<td>✔</td>
<td>☐</td>
</tr>
<tr>
<td>II</td>
<td>1/5/2018</td>
<td>✔</td>
<td>☐</td>
</tr>
</tbody>
</table>

Please list below all dental/hygiene clinical examinations in which you have participated: *(Use additional sheets if necessary)*

### CLINICAL EXAMS:

<table>
<thead>
<tr>
<th>ADEX</th>
<th>Date(s) of Clinical Examination:</th>
<th>PASS</th>
<th>FAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>to</td>
<td>☐</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WREB</th>
<th>Date(s) of Clinical Examination:</th>
<th>PASS</th>
<th>FAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔</td>
<td>3/16/2018 to 8/5/2018</td>
<td>✔</td>
<td>☐</td>
</tr>
</tbody>
</table>

### OTHER EXAMS:

Regional/State, Territory, DC:

<table>
<thead>
<tr>
<th>Date(s) of Clinical Examination:</th>
<th>PASS</th>
<th>FAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>to</td>
<td>☐</td>
<td></td>
</tr>
</tbody>
</table>

Regional/State, Territory, DC:

<table>
<thead>
<tr>
<th>Date(s) of Clinical Examination:</th>
<th>PASS</th>
<th>FAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>to</td>
<td>☐</td>
<td></td>
</tr>
</tbody>
</table>

Have you ever applied for a license to practice dentistry?  Yes ☐ No ✔

*If yes, list the following for each state, territory or the District of Columbia. Use additional sheets if necessary:*

<table>
<thead>
<tr>
<th>State, Territory, DC:</th>
<th>Date of Application:</th>
</tr>
</thead>
</table>

Result of Application (Granted, Denied, Pending):

<table>
<thead>
<tr>
<th>State, Territory, DC:</th>
<th>Date of Application:</th>
</tr>
</thead>
</table>

Result of Application (Granted, Denied, Pending):

<table>
<thead>
<tr>
<th>State, Territory, DC:</th>
<th>Date of Application:</th>
</tr>
</thead>
</table>

Result of Application (Granted, Denied, Pending):

<table>
<thead>
<tr>
<th>1</th>
<th>Have any proceedings been initiated against you to revoke or suspend your dental license?</th>
<th>Yes ☐ No ✔</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>At the time you filed this application, were any disciplinary proceedings pending against you, including complaints or investigations, in any other state, territory or the District of Columbia?</td>
<td>Yes ☐ No ✔</td>
</tr>
<tr>
<td>3</td>
<td>Have you ever been terminated or attempted to terminate or surrender a dental license in any state, territory or the District of Columbia?</td>
<td>Yes ☐ No ✔</td>
</tr>
<tr>
<td>4</td>
<td>Have you ever been denied a dental license in this state, another state, or a territory of the U.S. or the District of Columbia?</td>
<td>Yes ☐ No ✔</td>
</tr>
</tbody>
</table>

*If you answered 'yes' to questions 1, 2, 3 and/or 4, provide a full explanation of each answer on a separate sheet and attach to this application.*

**Received NOV 18 2019**
(K) MALPRACTICE

Have you ever had any claims of malpractice filed against you? Yes ☐ No ☑

If yes, list all malpractice, negligence lawsuits and claims you have ever had against you. Include dates, names, settlements or resolutions. Please include malpractice and lawsuits that were dismissed. Provide additional pages as needed.

Do you or have you ever carried malpractice (professional liability) insurance? Yes ☐ No ☑

List all malpractice carriers since licensed or for the past 10 years (which ever is longer). Leave no time gaps and account for periods with no insurance. Provide additional pages as needed.

<table>
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<tr>
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<th>Policy Number:</th>
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<tbody>
<tr>
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<td>State:</td>
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<td>(include month/year)</td>
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</table>
### (L) MORAL CHARACTER

<table>
<thead>
<tr>
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<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Have you ever been reprimanded, censored, restricted or otherwise disciplined?</td>
<td></td>
<td>☑</td>
</tr>
<tr>
<td>2</td>
<td>Have any claims or complaints of malpractice, formal or informal, ever been made or filed against you, or have any proceedings been instituted against you?</td>
<td></td>
<td>☑</td>
</tr>
<tr>
<td>3</td>
<td>Have you ever been arrested, convicted, charged with, entered a plea of nolo contendere or pleaded guilty to the violation of any law [misdemeanor(s) or felony(ies)]?</td>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>

*If your answer is 'yes' to any of the foregoing questions (1-3), furnish a written statement of each occurrence giving the complete facts. For each incident, state the date, case number, the nature of the charge the disposition of the matter, and the name and address of the authority in possession of the records thereof. You must provide certified copies of any arrest or conviction and/or any plea agreements entered into for any felony(ies) or misdemeanor(s).*

<table>
<thead>
<tr>
<th></th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Have you ever been denied participation in, or suspended from the Medicaid or Medicare benefit program?</td>
<td></td>
<td>☑</td>
</tr>
</tbody>
</table>

*If your answer is 'yes' to questions 4, furnish a written statement of each occurrence giving the complete facts. For each incident, state the date, the nature of the charge the disposition of the matter, and the name and address of the authority in possession of the records thereof.*

<table>
<thead>
<tr>
<th></th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Do you hold a DEA license?</td>
<td></td>
<td>☑</td>
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</table>

*If yes list DEA Number #*

<table>
<thead>
<tr>
<th></th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Have you ever surrendered your DEA number or had it revoked or restricted?</td>
<td></td>
<td>☑</td>
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</table>

### (M) STATEMENT OF CHILD SUPPORT

Pursuant to state and federal mandated requirements, I further certify that (CHECK the appropriate box):

1. I am NOT subject to a court order for the support of one or more children. [☑]

2. I AM subject to a court order for the support of one or more children and: (continue to 2a or 2b below) [☐]

   2a. I am NOT in compliance with a plan approved by the district attorney or other public agency enforcing the order for the payment of the amount owed pursuant to the court order for the support of one or more children. [☐]

   2b. I AM in compliance with a plan approved by the district attorney or other public agency enforcing the order for the payment of the amount owed pursuant to the court order for the support of one or more children. [☐]

*Received
Jun 18 2019
NSBDE*
(N) AFFIDAVIT AND PLEDGE

I hereby expressly waive all provisions of law forbidding any physician or other person who has attended or examined me or who may hereafter attend or examine me from disclosing any knowledge or information that is thereby acquired, and I hereby consent that such knowledge or information may be disclosed to the Nevada State Board of Dental Examiners.

The person named as the applicant in the foregoing application and questionnaire, being first duly sworn, deposes and says: I am the applicant for dental licensure referred to; and I have carefully read and understand the questions in the foregoing questionnaire and have answered them truthfully, fully, and completely, without mental reservation of any kind. I further understand I have a continuing obligation to inform the Board should any of my answers since filing this application change prior to the Board issuing my license. In the event I fail to update the answers which have changed since submitting this application, I understand that such failure is ground for revocation of any license issued or denial of the application.

I hereby authorize educational and other institutions, my references (past and present), business and professional associates (past and present), insurance carriers, professional societies, governmental agencies and instrumentalities (local, state, federal or foreign), and independent information gathering services to release to the Nevada State Board of Dental Examiners any information, files or records requested by the Board in connection with the processing of this application.

I hereby pledge myself to the highest standards and ethics in the Practice of Dentistry and further pledge to abide by the laws and regulations pertaining to the practice of dentistry. I understand that a violation of this pledge may be deemed sufficient cause for the revocation of a license issued by the Board.

I hereby understand and agree that the title of all licenses shall remain with the Nevada State Board of Dental Examiners and subject to surrender by Order of said Board.

I UNDERSTAND THAT ANY OMISSIONS, INACCURACIES, OR MISREPRESENTATIONS OF INFORMATION ON THIS APPLICATION ARE GROUNDS FOR REJECTION OF THIS APPLICATION AND THE REVOCATION OF A LICENSE WHICH MAY HAVE BEEN OBTAINED THROUGH THIS APPLICATION.

APPLICANT

Kim D. Kemmerly

Applicant Signature

Kemmerly, Kim, D.

Applicant (printed) Last Name, First, MI, Suffix (e.g., Jr.)

11/15/2019

Date of Signature (must correspond with notory date)

Applicants Date of Birth (month/day/year)

Social Security Number

NOTORY

State of Nevada County of Clark

The statement on this document are subscribed and sworn before me this

15 day of November, 2019

U. Bayard

Notary Public

My Commission Expires

K. Bayard

Notary Public, State of Nevada

Appointment No. 16-2097-1

My Appt. Expires Apr 15, 2020

Received

NAV 18, 2019

NSBDE
NOTARIZED AUTHORIZATION FOR RELEASE OF INFORMATION, DOCUMENTS AND RECORDS

I, [Name: Kim Kemmerly], designate the Nevada State Board of Dental Examiners to collect, verify and maintain information, and copies of documents and records that can subsequently be provided to professional licensing boards, hospitals and other entities when I apply for licensure, staff membership, employment, or other privileges.

I request and authorize every person, institution, professional licensing board or any state in which I hold or may have held a license to practice my professional, Joint Commission on National Dental Examinations, hospital, clinic, government agency (local, state, federal or foreign), law enforcement agency, or other third parties and organizations, and their representatives to release information, records, transcripts, and other other documents, concerning my professional qualifications and competence, ethics, character, and other information pertaining to me to the Nevada State Board of Dental Examiners.

I further request and authorize that the requested information, documents and records be sent directly to:

Nevada State Board of Dental Examiners
6010 S Rainbow Blvd., Suite A-1
Las Vegas, NV 89118

I hereby release, discharge, and hold harmless the Nevada State Board of Dental Examiners, or representatives and any person furnishing information, records, or documents of any and all liability. I authorize the Nevada State Board of Dental Examiners to release information, material, documents, orders or the like relating to me or this application to any entity at my request.

By my signature below, I acknowledge that information, documents and records required to be furnished by another organization, educational institutions, individual, or any person or groups must be sent directly by such persons to Nevada State Board of Dental Examiners. I understand that Nevada State Board of Dental Examiners will not accept such information, records, or documents forwarded by me.

A photocopy or facsimile of this authorization shall be as valid as the original and shall be valid for a period of one (1) year from the date of signature.

APPLICANT

Kemmerly, Kim, D.

Applicant Signature

Date of Signature: 11/15/2019

Applicant (printed) Last Name, First, MI, Suffix (e.g., Jr.)

Social Security Number

NOTARY

State of Nevada County of Clark

The statement on this document are subscribed and sworn before me this

15 day of November 2019

Notary Public

My Commission Expires

April 15, 2020

K. BAYARD
Notary Public, State of Nevada
Appointment No. 16-2097-1
My Appt. Expires Apr 15, 2020
Report of Pending Investigations
## INVESTIGATION STATUS (As of 1/10/2020)

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<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Preliminary DSO report done - ready for Review Panel review</td>
<td>63</td>
</tr>
<tr>
<td>Preliminary Invest Pending - Request for expert review/opinion</td>
<td>3</td>
</tr>
<tr>
<td>Informal Hearing to be set/continued/completed</td>
<td>18</td>
</tr>
<tr>
<td>Stipulations requested by licensee - not yet signed</td>
<td>2</td>
</tr>
<tr>
<td>Stipulations agreed upon and signed – waiting for Board consideration</td>
<td>3</td>
</tr>
<tr>
<td>Findings and recommendations to be prepared</td>
<td>2</td>
</tr>
<tr>
<td>Formal Hearings to be (re)scheduled</td>
<td>2</td>
</tr>
<tr>
<td>Remand per RP (letters not yet sent)</td>
<td>9</td>
</tr>
<tr>
<td>Complaints received and noticed – no response or investigator assignment yet</td>
<td>15</td>
</tr>
<tr>
<td>Preliminary Investigations pending (assigned to Dr. Hall) – pre-Review Panel</td>
<td>55</td>
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**TOTAL** 172
Request to Reactivate Suspended License and Review Terms and Conditions of Stipulation Agreement

- Craig Morris, DDS
<table>
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<tr>
<th>Credentials</th>
<th>Practitioner Name</th>
<th>Specialty Details</th>
<th>Location</th>
<th>Status</th>
<th>Public Health</th>
<th>Action</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Morris, Craig Steven, DDS</td>
<td></td>
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</tbody>
</table>

**Primary Office Address:** 7260 S Rainbow Blvd, Suite 104

**City, State Zip:** Las Vegas, NV 89118

**Office Phone:**

**License Number:** S2-31

**License Date:** 09/08/2000

**Status:** Revoked-Non Renewal

**Expiration Date:** 06/30/2017

**Graduated From:** Meharry Medical College

**Graduation Date:** 12/31/1991

**Permits:**

<table>
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<th>Issue Date</th>
<th>Exp Date</th>
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**Board Action / Malpractice:**

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<tr>
<th>Action Type</th>
<th>Date</th>
<th>Document Link</th>
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<td><a href="#">Link</a></td>
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<tr>
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<td><a href="#">Link</a></td>
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<tr>
<td>Malpractice</td>
<td></td>
<td><a href="#">Link</a></td>
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</table>

← Close detail
July 18, 2019

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

RE: Petition to Reinstatement License for Non-Renewal & Review of terms and conditions of Disciplinary Stipulation

Dear Director Shaffer-Kugel:

Please accept this letter of Petition to Reinstatement license number S2-31. I am in receipt of your correspondence dated July 9, 2019 regarding this matter. As you are aware, I reluctantly entered into an agreement with the Nevada State Board of Dental Examiners in January of 2014.

As a means of attempting to avoid “misunderstandings”, my attorney and I maintained open and extended dialogue with Mr. John Hunt throughout this process. In addition, I and my attorney have retained pertinent records and correspondences pertaining to any communication between Mr. Hunt and my attorney, Lisa Rasmussen. As a result, I have taken the liberty of again providing you and the Nevada State Board of Dental Examiners proof that ALL financial and remedial obligations have been met in accordance with the entered agreed stipulation and verified by Mr. John Hunt.

Please be advised that after providing the enclosed information to the NSBDE through Mr. Hunt, the ONLY stipulation which had not been met was 4 Hours of Records Keeping (live) and 3 Hours of Informed Consent (live). Permission was granted to complete both course by you personally, and both courses were completed in a timely fashion and in complete accordance with the entered agreed stipulation. Proof of completion was provided to you and Mr. Hunt directly from the respective instructors. After receiving written verification that the remaining course work had indeed been completed, I was informed through my attorney by you that a “reinstatement fee” of $300.00 must be remitted in care of the NSBDE. This was not anticipated or part of the agreement, since my license was never supposed to be placed on suspension or revoked during this process, but rather placed on probationary status. I however hand delivered payment in the requested amount and was subsequently informed that all academic and financial obligations had been met.

Since entering into the agreement with the NSBDE, the following things have occurred:

1. I have been accused of not making the last payment required to cover the “cost” of the investigation into my case. As a result, my license was placed in a “suspension” status.
2. Proof of remittance of all required payments was provided to Mr. Hunt in the form of cancelled checks, clearly demonstrating dates cashed and therefore dispelling the myth that all payments had not been received in a timely fashion.

3. Governor's Audit was conducted, and its conclusion clearly stated that I was overcharged for the "investigation" by over Twelve Hundred Dollars (please see Governor's inquiry).

4. I have been wrongfully accused not completing the required number of hours of remedial education and not completing the required content. Written documentation has been submitted, reviewed and approved by both John Hunt, Esq. and the Executive Director. Upon careful review of the documentation provided, it was determined that I was lacking the required hours of education in Records Keeping and Informed Consent. Subsequent completion of the required live hours in both subject matters were completed, proof of completion was submitted in writing and my license was activated without further scrutiny or prejudice.

5. Up until the last renewal period, my license remained active and I continued to practice as an associate within the state of Nevada as agreed by stipulation. A conscious decision was made not to renew during this last period. The NSBDE is fully aware of the difficulties in obtaining gainful employment when a licensee has a stipulation attached to their license. It should be noted that my probationary status ended in 2018 as agreed upon by NSBDE and me.

6. Basic Life Support (BLS) was maintained as required in the form of Advanced Cardiac Life Support (ACLS) and/or Pediatric Advanced Life Support (PALS). Please be advised that in order to obtain ACLS and/or PALS, one must have completed and maintained BLS. Because of the level of anesthesia, I may provide, ACLS/PALS is required. Proof of maintenance has been repeatedly been provided to and verified by Mr. Hunt as required by the NSBDE stipulation.

7. As a result of this on-going process, my life has been ruined. I have lost all worldly goods, my wife and have little hope of ever regaining viable employment within the state of Nevada.

As a result, I am requesting the following occur:

1. Reinstatement of my license to practice and anesthesia permit in the state of Nevada with no further action or stipulation attached.

2. Any and all fees associated with reinstatement be extracted from the overpayment made to the state.

3. State of Nevada consider this and all matters pertaining to this subject closed and all requirements fulfilled by said licensee.

4. License S2-31 be reported as active and in good standing to the appropriate website and the National Practitioner Data Bank.

As always, I offer my sincere thanks to the NSBDE and to you personally. If I can be of further service to you or any further information is required, please feel free to contact me at your convenience.
Respectfully,

Craig S. Morris, D.D.S.
Oral & Maxillofacial Surgeon
Diplomate, American Society of Dental Anesthesiology
Fellow, American College of Dental Anesthesiology

Enclosure

CSM

Cc: Attorney Lisa Rasmussen
On January 30, 2015, the Nevada State Board of Dental Examiners issued an Order of Suspension for the failure to complete the ten (10) additional hours of continuing education pursuant to Paragraph 20(e) of the Disciplinary Stipulation Agreement approved by the Board on January 24, 2014.

On November 10, 2016, the Board received the submission of the certificates of completion for the ten (10) hours of additional continuing education and the reinstatement fee of $300.00. Therefore, effective November 10, 2016, your license to practice dentistry in the State of Nevada is hereby reinstated to active status and pursuant to the terms and conditions of the Disciplinary Stipulation Agreement dated January 24, 2014.

DATED this 10th day of November, 2016

Debra Shaffer-Kugel, Executive Director
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF
DENTAL EXAMINERS,

Complainant,

vs.

CRAIG S MORRIS, DDS

Respondent,

CASE NO. 16-74127-02457

ORDER OF SUSPENSION

On January 24, 2014, you entered into a Disciplinary Stipulation Agreement with the Nevada State Board of Dental Examiners. Pursuant to Paragraph 20(g)(II) you agreed to reimburse the Board the cost of the investigation in the amount of Twenty Four Thousand Five Hundred Fifty Dollars ($24,550.00) you agreed to twenty two (22) consecutive monthly payments in the amount of $869.47. The payment of $869.47 due on January 1, 2016 has not been received.

Please be advised, the Board has issue two (2) previous Orders of Suspension. The first one issued January 30, 2015 for failing to comply with the terms and conditions of Paragraph 20(e) in where you agreed to complete an additional ten (10) hours of supplemental education and on May 13, 2015 the Board issued an Order of Suspension, for failing to submit the required reimbursement payment of $869.47 on or before May 1, 2015 to include, the reinstatement fee and $25.00 for each day you are in default. The late payment resulted in a default payment of $75.00 currently owed to the Board. Correspondence sent to you each month has noted the default amount of $75.00.

Therefore, your failure to submit the required payment of January 1, 2016 as set forth in Paragraph 20(g)(II) and pursuant to Paragraph 20 (h) shall result in the issuance of an additional Order of Suspension. Please be advised, effective immediately your license to practice dentistry in the State of Nevada is hereby suspended. You shall cease and desist from
practicing dentistry in the State of Nevada. Should you practice dentistry in this state, such
actions would be deemed as the illegal practice of dentistry as set forth by NRS 631.395 and
punishable criminally to the provisions of NRS 631.400.

DATED this 15th day of January, 2016

NEVADA STATE BOARD OF DENTAL EXAMINERS

Nevada State Seal

DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS, )
) ) CASE NO. 15-74127-02457
) )
Complainant, )
) )
vs. ) ) ORDER OF SUSPENSION
) )
CRAIG S MORRIS, DDS )
) )
Respondent, )
) )

On January 24, 2014, you entered into a Disciplinary Stipulation Agreement with the Nevada State Board of Dental Examiners. Pursuant to Paragraph 20(g)(II) you agreed to reimburse the Board the cost of the investigation in the amount of Twenty Four Thousand Five Hundred Fifty Dollars ($24,550.00) you agreed to twenty two (22) consecutive monthly payments in the amount of $869.47. The payment of $869.47 due on May 1, 2015 was not received.

Therefore, your failure to submit the required payments as set forth in Paragraph 20(g)(II) and pursuant to Paragraph 20 (II) shall result in the issuance of an Order of Suspension. Please be advised, effective immediately your license to practice dentistry in the State of Nevada is hereby suspended. You shall cease and desist from practicing dentistry in the State of Nevada. Should you practice dentistry in this state, such actions would be deemed as the illegal practice of dentistry as set forth by NRS 631.395 and punishable criminally to the provisions of NRS 631.400.

DATED this 13th day of May, 2015

NEVADA STATE BOARD OF DENTAL EXAMINERS

Nevada State Seal DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR
On January 24, 2014, at a properly notice meeting of the Nevada State Board of Dental Examiners, the Disciplinary Stipulation Agreement you entered into with the Board was adopted. Pursuant to Paragraph 20(e) you agreed to an additional ten (10) hours of supplemental education in addition to the required continuing education for licensure renewal. The ten (10) additional hours shall be completed within twelve (12) months from adoption of the disciplinary stipulated agreement and must be completed in the following areas: Six (6) hours related to anesthesia recordkeeping and Four (4) hours related to informed consent. The Board records show you have not submitted a request for approval of the required continuing education and have not submitted certificates of completion.

Therefore, based upon your failure to comply with Paragraph 20(e) your license to practice dentistry is hereby SUSPENDED effectively immediately. You shall cease and desist from practicing dentistry in the State of Nevada. Should you practice dentistry in the State of Nevada, such actions would be deemed as the illegal practice of dentistry as set forth by NRS 631.395 and punishable criminally to the provisions of NRS 631.400.

DATED this 30th day of January, 2015

NEVADA STATE BOARD OF DENTAL EXAMINERS

DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR
STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS,

Complainant,

vs.

CRAIG S. MORRIS, DDS,

Respondent.

IT IS HEREBY STIPULATED AND AGREED by and between CRAIG S. MORRIS, DDS (hereafter “Respondent” or “Dr. Morris”) present and represented by his counsel of record, LISA RASMUSSEN, ESQ., and the NEVADA STATE BOARD OF DENTAL EXAMINERS (hereafter “Board”), by and through THOMAS MYATT, DDS, Disciplinary Screening Officer (“DSO”), and the Board’s legal counsel, JOHN A. HUNT, ESQ., of the law firm MORRIS, POLICH & PURDY, LLP as follows via this Disciplinary Stipulation Agreement (“Stipulation Agreement” or “Agreement”):

1. On March 7, 2011, the Board received Respondent’s written notification dated March 4, 2011, regarding PATIENT A.¹

¹NRS 629.061(5) and (6) provide as follows regarding health care records and their use in public hearings:
5. Records made available to a representative or investigator must not be used at any public hearing unless:
   (a) The patient named in the records has consented in writing to their use; or

Page 1 of 19

Respondent’s initials

Respondent’s Attorney’s initials
2. Via notice dated May 23, 2011, the Board notified Respondent at a properly noticed meeting on May 6, 2011, and pursuant to Agenda item 5(a)(11), it had authorized an investigative complaint regarding whether Respondent violated NAC 631.2237 and NAC 631.155, relative to PATIENT A. On June 15, 2011, the Board received Respondent’s written response (w/attachments) dated June 8, 2011, in response to the notice of authorized investigation relative to PATIENT A.

3. On July 2 and 3, 2012, the Board notified Respondent it had been brought to the Board’s attention that a certain event may have occurred at his office recently requiring reporting as set forth in NAC 631.155.

4. On July 9, 2012, the Board notified Respondent it was in receipt of written notification from Dr. Callaway-Nelson in accordance with NAC 631.155 of an occurrence on June 19, 2012, at the office of Dr. Callaway-Nelson regarding Respondent’s patient, PATIENT B. The Board’s July 9, 2012, correspondence also advised that the authorized investigation regarding PATIENT A has been expanded, pursuant to NAC 631.250, to include PATIENT B.

5. On July 11, 2012, the Board received medical records of PATIENT A and PATIENT B from AMR, copies of which were provided to Respondent on July 11, 2012. On July 11, 2012, the Board received from the Office of the Coroner reports regarding PATIENT A, copies of

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(b) Appropriate procedures are utilized to protect the identity of the patient from public disclosure.

6. Subsection 5 does not prohibit:

(a) A state licensing board from providing to a provider of health care or owner or operator of an ambulance against whom a complaint or written allegation has been filed, or to his or her attorney, information on the identity of a patient whose records may be used in a public hearing relating to the complaint or allegation, but the provider of health care or owner or operator of an ambulance and the attorney shall keep the information confidential.
which were provided Respondent on July 12, 2012.

6. On July 16, 2012, the Board received correspondence from Respondent dated July 10, 2012, regarding PATIENT B.

7. The Board received Respondent’s correspondence dated July 17, 2012, from Respondent advising, in pertinent part:

   Effective immediately, I hereby unconditionally relinquish my General Anesthesia Permit #GA-021. It is understood the relinquishment of my General Anesthesia Permit #GA-021 is not an adverse event reportable to the National Practitioner Data Bank. I acknowledge in the event I should administer either General or Conscious Sedation subsequent to the execution of this correspondence such conduct may be deemed unprofessional conduct.

   I understand in order to administer General Anesthesia in the future I must reapply pursuant to NAC 631.2213 for a permit.

Id. (emphasis in original).

8. On July 24, 2012, the Board received from St. Rose Dominican Hospital records regarding PATIENT A, copies of which were provided Respondent on July 24, 2012.


10. On July 28, 2012, the Board received from the Office of the Coroner reports regarding PATIENT B, copies of which were provided Respondent on July 30, 2012.
11. On August 3, 2012, the Board provided Respondent copies of medical records it received from Centennial Hospital regarding PATIENT B.

12. On September 5, 2012, the Board sent Respondent correspondence regarding NAC 631.350 and the failure of a party to answer complaint.

13. On September 12, 2012, the Board received Respondent’s written response dated September 10, 2012, in response to the notice of authorized investigation regarding PATIENT B.

14. On February 8, 2013, the Board received additional material from Respondent dated February 6, 2013.

15. Via Notice of Complaint & Request for Records dated March 4, 2013, the Board notified Respondent of a verified complaint brought on behalf of PATIENT A. On March 12, 2013, the Board received Respondent’s written response dated March 8, 2013, to the verified complaint brought on behalf of PATIENT A.

16. Based upon the limited investigation conducted to date, Disciplinary Screening Officer, Thomas P. Myatt, DDS, applying the administrative burden of proof of substantial evidence as set forth in State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS 233B.135(3)(e), but not for any other purpose, including any other subsequent civil action, believes there is substantial evidence Respondent violated NRS 631.3465(4) as follows regarding PATIENT A:

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Respondent’s initials

Respondent’s Attorney’s initials
a. Dr. Morris provided incomplete documentation of deep sedation/general anesthesia on PATIENT A. According to indicated AAOMS guidelines regarding therapeutic parameters for care it is recommended that patients be continuously supervised, monitored and have documentation on at least a five minute interval in the anesthetic record, including ventilation and oxygenation during the administration of anesthesia, continuous pulse oximetry during both the intraoperative and recovery period with appropriate alarm settings established, and continuous monitoring of heart rate, blood pressure and respiration, with EKG continuously displayed and/or recorded until the patient leaves the operation room with written documentation of its use in the anesthetic record. Except for preoperative vital signs, there is no written documentation regarding the above in PATIENT A’s anesthetic record at five (5) minute intervals, as required. Dr. Morris even indicates in his narrative that times were approximate.

b. Besides the failure to adequately record cardiovascular and respiratory vital signs in the chart, there is no record of what time and/or spacing emergency drugs were administered.

c. Dr. Morris failed to respond in a timely manner in calling EMS. From the time that the patient regurgitated clear stomach fluid and aspirated prior to the time EMS called, approximately 14 minutes had elapsed. Apparently 10 more minutes transpired before EMS arrived and transported to the patient to the hospital. This was approximately 25 minutes or more if these times are approximate before EMS arrived at the scene. Dr. Morris notes that P02 saturations were in the mid 60’s/70’s for a period of 14 minutes, before EMS was notified.

d. In regards to the emergency algorithm for emesis and aspiration there is no mention in Dr. Morris’ account that the patient was placed in Trendelenburg

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Respondent’s initials

Respondent’s Attorney’s initials
position with head down at least 15 degrees and rolled to the right side. A position that would have allowed gravity to help the aspirant move towards the pharynx rather than down into the lungs. Although suctioning of the pharynx and hypopharynx of the vomitus was indicated, lack of positioning could have allowed the emesis to continue traveling to both right and left tracheal bronchial trees.

e. In regard to the emergency algorithm for bronchospasm, this patient aspirated clear stomach fluid causing signs similar to an acute asthma attack. These include dyspnea, laryngospasm (partial airway obstruction), cyanosis and hypoxia. All signs admitted to by Dr. Morris in his answer submitted to the Board. The recommended treatment for an unresponsive patient who is having a bronchospasm from aspiration is to give epinephrine .3-.5 mg (1:1000 soln) intramuscularly or subcutaneously and should the patient continued to deteriorate, as Patient “A” continued to deteriorate the appropriate course of treatment is to intubate the patient. Dr. Morris inappropriate course of treatment was to give Patient “A” a cardiac dose (1mg) of epinephrine twice, which should be given only if the patient is suspected to have an acute anaphylaxis and hypotension or cardiac arrest. This was not the case, Patient “A” was in fact was having bronchospasm secondary to aspiration, not acute anaphylaxis secondary to an allergic reaction. In addition Dr. Morris’s attempts to intubate the patient twice failed because Dr. Morris administered an incorrect dose of succinylcholine (20mg given v 100-120 mg recommended). Failure to intubate Patient “A” by not administering the appropriate dose of succinylcholine was a contributing factor that resulted in Dr. Morris failure properly control the airway and oxygenate

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Respondent’s initials

Respondent’s Attorney’s initials
Patient “A”.

17. Applying the administrative burden of proof of substantial evidence as set forth in State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS 233B.135(3)(e), Respondent admits, but not for any other purpose, the Board has substantial evidence that Respondent violated NRS 631.3475(4) and NAC 631.2225 as more fully addressed in Paragraph 16 above regarding PATIENT A.

18. Based upon the limited investigation conducted to date, Disciplinary Screening Officer, Thomas P. Myatt, DDS, applying the administrative burden of proof of substantial evidence as set forth in State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS 233B.135(3)(e), but not for any other purpose, including any other subsequent civil action, believes there is substantial evidence Respondent violated NRS 631.3475(4) and NAC 631.2225 as follows regarding PATIENT B:

a. PATIENT B was a moderately obese (almost morbidly obese) 29 year old female Hispanic who had acid reflux, seasonal allergies, and a childhood history of Asthma. Contrary to Dr. Morris’ opinion that Patient “B” was “mildly obese” and a ASA Classification II patient, disciplinary screening officer is of the opinion she was a ASA Class III patient.

b. Dr. Morris’ anesthetic record did not conform to AAOMS standards and requirements, nor did Dr. Morris’ anesthetic record conform to the NSBDE Anesthesia Committee requirements. These failures to conform include, but are not limited to: no anesthesia, surgery, start times, or end times; incomplete vital
signs and monitoring of blood pressure, heart rate, oxygen saturation, EKG at a minimum of every 5 minutes; and no record of when 911 was called; no times the emergency drugs were given; no vital signs when the emergency drugs were given; no interval between drugs.

c. The algorithm for difficult airway protocol was not followed completely. In retrospect, Dr. Morris should have attempted intubation with a laryngoscope. Also in retrospect, the algorithm was not followed because no surgical emergency intervention such as cricothyrotomy was attempted.

d. The algorithm for basis BLS for adult was not followed:
1. Unresponsive – no breathing or normal breathing.
2. Active emergency response system, in other words call 911.
3. Check pulse, was not followed. There was no pulse check at least for 10 minutes until paramedics arrived, and 911 was not called for at least 10 minutes.

19. Applying the administrative burden of proof of substantial evidence as set forth in State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e), Respondent admits, but not for any other purpose, the Board has substantial evidence that Respondent violated NRS 631.3475(4) and NAC 631.2225 as more fully addressed in Paragraph 18 above regarding PATIENT B.

20. Based upon the limited investigation conducted to date, the findings of the Disciplinary Screening Officer, Thomas P. Myatt, DDS, and the Respondent’s admissions contained in Paragraphs 17 (re: PATIENT A) and 19 (re: PATIENT B) above, the parties have agreed to
resolve the matters addressed above regarding two (2) authorized investigations and verified complaint pursuant to the following terms and conditions:

a. As referenced above in Paragraph 7, The Board received Respondent's correspondence dated July 17, 2012, from Respondent advising, in pertinent part:

Effective immediately, I hereby unconditionally relinquish my General Anesthesia Permit #GA-021. It is understood the relinquishment of my General Anesthesia Permit #GA-021 is not an adverse event reportable to the National Practitioner Data Bank. I acknowledge in the event I should administer either General or Conscious Sedation subsequent to the execution of this correspondence such conduct may be deemed unprofessional conduct.

I understand in order to administer General Anesthesia in the future I must reapply pursuant to NAC 631.2113 for a permit.

Id. (emphasis in original). Upon adoption of this Stipulation by the Board, Respondent agrees to surrender his general anesthesia permit (GA-021) and site permit pursuant to NAC 631.160. Respondent is prohibited from administering conscious sedation, deep sedation or general anesthesia and Respondent shall not apply for permit(s) to administer conscious sedation, deep sedation, or general anesthesia for a period of eighteen (18) months. Respondent is also required to submit an informed consent form to the Board for approval and have same approved by the Board and Respondent shall complete a program subject to the approval of the Board of advanced training in anesthesiology and related academic subjects beyond the level of undergraduate dental school.

Upon receipt of substantial evidence Respondent has administering conscious sedation, deep sedation or general anesthesia without complying with the above and without the appropriate permit(s) for the same, Respondent agrees his license to practice dentistry in the State of Nevada shall be automatically revoked without any further action of the Board other than the issuance of an Order of Revocation by the Executive Director. Thereafter, Respondent may request in writing a hearing before the Board to reinstate Respondent's license. However, prior to the full Board hearing, Respondent waives any right seek judicial review, including
injunctive relief from either the Nevada Federal District Court or the Nevada State District Court to reinstate his privilege to practice dentistry in the State of Nevada pending a final Board hearing. Respondent shall also be responsible for any costs or attorney's fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent's license is automatically revoked.

b. Pursuant to NRS 631.350(1)(d), Respondent's dental practice shall be placed on probation for a period of forty-eight (48) months from the adoption by the Board of this Stipulation Agreement (sometimes referred to as “probationary period”). During the forty-eight (48) months probationary period, Respondent shall allow either the Executive Director of the Board and/or an agent appointed by the Executive Director of the Board to inspect Respondent's records during normal business hours without notice and be provided copies of the billing and patient records if requested by the agent assigned by the Executive Director regarding those patients who receive treatment during the probationary period to insure that no patient has received either conscious sedation, deep sedation, and/or general anesthesia without Respondent first complying with the provisions contained in Paragraph 20.a. Respondent shall provide copies of requested patient records, including but not limited to charts, billing and/or radiographs at Respondent's expense at the time of the inspection. During the above-referenced forty-eight (48) months probationary period the agent assigned by the Executive Director duties shall include, but not be limited to having unrestricted access to observe Respondent performing conscious sedation, deep sedation, and/or general anesthesia during normal business after Respondent has been issued a permit to administer either conscious sedation, deep sedation, and/or general anesthesia. During the probationary period, the duties of the agent assigned by the Executive Director shall include, but are not necessarily limited to, contacting patients who have received conscious sedation, deep sedation, and/or general anesthesia.

c. In the event Respondent no longer practices dentistry in the State of Nevada prior to completion of the above-referenced forty-eight (48) months probationary period, the probationary period shall be tolled. In the event the probationary period is tolled because Respondent does not practice in the State of Nevada and the terms and conditions of this Stipulation Agreement are not satisfied (i.e., including completion of the probationary period) within sixty (60) months of adoption of this Stipulation Agreement by the Board, Respondent agrees his license to practice dentistry in Nevada will be deemed voluntarily surrendered with disciplinary action. Thereafter the Board's Executive Director without any further action or hearing by the Board shall issue an Order of Voluntary Surrender with disciplinary action and report same to the National Practitioners Data Bank.
d. During the above-referenced forty-eight (48) months probationary period wherein Respondent is practicing dentistry in the State of Nevada, after Respondent has complied with Paragraph 20 (a), Respondent shall maintain a daily log containing the following information for any patient(s) who receive conscious sedation, deep sedation, and/or general anesthesia:

   i) Copy of the patient's medical history
   ii) Copy of pre-anesthetic evaluation and assessment
   iii) Copy of anesthetic record

The daily anesthesia log shall be made available during normal business hours without notice. In addition a copy of the daily anesthesia log shall be mailed to the Board office, no later than the fifth day of each preceding month during the probationary period. Failure to maintain and/or provide the daily anesthesia log upon request by an agent of the Board shall be an admission of unprofessional conduct. In addition failure to mail a copy of the daily anesthesia log by the fifth day of each preceding month during the probationary period shall be an admission of unprofessional conduct. Upon receipt of, substantial evidence that Respondent has either failed to maintain or has refused to provide the anesthesia file upon requested by an agent, the agent assigned by the Executive Director; or Respondent has refused to allow the agent assigned by the Executive Director to observe Respondent administering conscious sedation, deep sedation or general anesthetic; or Respondent has refused to provide copies of patient records requested by the agent assigned by the Executive Director, Respondent agrees his license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than the issuance of an Order of Suspension by the Executive Director. Thereafter, Respondent may request in writing a hearing before the Board to reinstate Respondents' license. However, prior to the full Board hearing, Respondent waives any right seek judicial review, including injunctive relief from either the Nevada Federal District Court or the Nevada State District Court to reinstate his privilege to practice dentistry in the State of Nevada pending a final Board hearing, Respondent shall also be responsible for any costs or attorney's fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent's license is automatically suspended.

e. Pursuant to NRS 631.350(k), in addition to completing the required continuing education, Respondent shall obtain an additional ten (10) hours of supplemental education based upon the following hours:
1. Six (6) hours related to anesthesia recordkeeping.
2. Four (4) hours related to informed consent.

The supplemental education must be submitted in writing to the Executive Director of the Board for approval prior to attendance. Upon the receipt of the written request to attend the supplemental education the Executive Director of the Board shall notify Respondent in writing whether the requested supplemental education is approved for attendance. Respondent agrees fifty (50%) percent of the supplemental education in each category shall be completed through attendance at live lecture and/or hand on clinical demonstration, which include in-office education/training in record keeping and billing practices. The remaining fifty (50%) percent of the supplemental education in each category may be completed through online/home study courses. The cost associated with this supplemental education shall be paid by Respondent. All of the supplemental education must be completed with twelve (12) months of the adoption of this Stipulation Agreement by the Board. In the event Respondent fails to complete the supplemental education set forth in paragraph 20.e., within twelve (12) months of adoption of this Stipulation Agreement by the Board, Respondent agrees 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 Executive Director. Upon Respondent submitting written proof of the completion of the supplemental education and paying the reinstatement fee Respondent’s license to practice dentistry in the State of Nevada will automatically be reinstated by the Executor Director of the Board, assuming there are no other violations of any of the provisions contained in this Stipulation Agreement. Respondent agrees to waive any right to seek injunctive relief from any Federal or State of Nevada District Court to prevent the automatic suspension of Respondent’s license to practice dentistry in the State of Nevada due to Respondent’s failure to comply with Paragraph 20.e. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.

Respondent agrees to retake the jurisprudence test as required by NRS 631.240(2) on the contents and interpretation of NRS 631 and the regulations of the Board. Respondent shall have ninety (90) days, commencing upon the date of adoption of this Stipulation by the Board, to complete the jurisprudence test. Respondent upon adoption of this stipulation shall receive a user/name and password to enable Respondent to access the online Jurisprudence Examination. In the event Respondent fails to successfully complete the jurisprudence test within ninety
(90) days of the date of adoption of this Stipulation by the Board, Respondent agrees his license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than issuance of an order by the Executive Director. Upon successful completion of the jurisprudence test, Respondent’s license to practice dentistry in the State of Nevada will be automatically reinstated, assuming all other provisions of this Stipulation are in compliance. Respondent agrees to waive any right to seek injunctive relief from any Federal or State of Nevada District Court to prevent the automatic suspension of Respondent’s license to practice dentistry in the State of Nevada due to Respondent’s failure to comply with Paragraph 4.a. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board seeks injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.

Pursuant to NRS 622.400, Respondent agrees to reimburse the Board for the cost of the investigation associated with the probationary period monitory addressed above in this Stipulation Agreement in the amount of TWENTY-FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS and 00/100 Dollars ($24,550.00). All payments shall be made payable to the Nevada State Board of Dental Examiners and mailed directly to 6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118:

I. Respondent agrees the first payment in the amount of FOUR THOUSAND FIVE HUNDRED FIVTY and 00/100 dollars ($4,550.00) is due within thirty (30) days from adoption of the Stipulation Agreement;

II. Respondent agrees to submit on the first day of each month thereafter for a period of 22 consecutive months, the sum of EIGHT HUNDRED SIXTY NINE and 57/00 dollars ($869.47); and

III. Respondent agrees to submit the final payment due on the first day of the final month, in the amount of EIGHT HUNDRED SIXTY NINE and 47/00 ($869.47).

In the event Respondent defaults on any of the payments set forth in Paragraph 20.g. Respondent agrees his license to practice dentistry in the State of Nevada may be automatically be suspended without any further action of the Board other than issuance of an Order of Suspension by the Executive Director. Subsequent to the issuance of the Order of Suspension, Respondent agrees to pay a liquidated damage amount of Twenty Five and xx/100 Dollars ($25.00) for each day.
Respondent is in default on the payment(s) of any of the amounts set forth in Paragraph 20.g. Upon curing the default of the applicable defaulted paragraph 20.g., and paying the reinstatement fee, Respondent's license to practice dentistry in the State of Nevada will automatically be reinstated by the Executive Director of the Board, assuming there are no other violations of any of the provisions contained in this Stipulation Agreement. Respondent shall also be responsible for any costs or attorney's fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period in which her license is suspended. Respondent agrees to waive any right to seek injunctive relief from either the Nevada Federal District Court or the Nevada State District Court to reinstate his license prior to curing any default on the amounts due and owing.

i. In the event Respondent fails to cure any defaults in payment within forty-five (45) days of the default, Respondent agrees the amount may be reduced to judgment.

j. Respondent waives any right to have the amount owed pursuant to paragraphs 20.g., and/or 20.i. discharged in bankruptcy.

k. During the above-referenced forty-eight (48) months probationary period wherein Respondent is practicing dentistry in the State of Nevada, Respondent shall renew annually (during each of the four (4) years of the probationary period) in Basic Life Support for Healthcare providers and Respondent shall also complete eight (8) hours of continuing education annually (during each of the four (4) years of probationary period) in the area of Management of Medical Emergencies.

With regards to the (8) hours of continuing education in the area of Management of Medical Emergencies, information regarding the same must be submitted in writing to the Executive Director of the Board for approval prior to attendance. Upon the receipt of the written request to attend the continuing education, the Executive Director of the Board shall notify Respondent in writing whether the requested continuing education in the area of Management of Medical Emergencies is approved for attendance. Respondent agrees fifty (50%) percent of the continuing education referenced in paragraph 20.k. shall be completed through attendance at live lecture and/or hand on clinical demonstration and the remaining fifty (50%) percent may be completed through online/home study courses.

The cost associated with the annual renewal in Basic Life Support for Healthcare providers and the continuing education in the area of Management of Medical
Emergencies during the probationary period as referenced above in paragraph 20.k. shall be the responsibility of Respondent.

Respondent shall complete and provide evidence/documentation he has successfully completed the annual renewal in Basic Life Support for Healthcare providers and the continuing education in the area of Management of Medical Emergencies to the Board by the following due dates for the four (4) year probationary period:

- For year one: on or before June 30, 2014
- For year two: on or before June 30, 2015
- For year three: on or before June 30, 2016
- For year four: on or before June 30, 2017

Respondent agrees that should he fail to comply with paragraph 20.k.'s requirements as more fully noted above, Respondent agrees 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 Executive Director. Upon Respondent submitting written proof of the compliance with paragraph 20.k. and paying the reinstatement fee Respondent’s license to practice dentistry in the State of Nevada will automatically be reinstated by the Executor Director of the Board, assuming there are no other violations of any of the provisions contained in this Stipulation Agreement. Respondent agrees to waive any right to seek injunctive relief from any Federal or State of Nevada District Court to prevent the automatic suspension of Respondent’s license to practice dentistry in the State of Nevada due to Respondent’s failure to comply with Paragraph 20.k. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.

CONSENT

21. Respondent has read all of the provisions contained in this Stipulation Agreement and agrees with them in their entirety.

22. Respondent is aware by entering into this Stipulation Agreement he is waiving certain valuable due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and
23. Respondent expressly waives any right to challenge the Board for bias in deciding whether or not to adopt this Stipulation Agreement in the event this matter was to proceed to a full Board hearing.

24. Respondent and the Board agree any statements and/or documentation made or considered by the Board during any properly noticed open meeting to determine whether to adopt or reject this Stipulation Agreement are privileged settlement negotiations and therefore such statements or documentation may not be used in any subsequent Board hearing or judicial review, whether or not judicial review is sought in either the State or Federal District Court.

25. Respondent has reviewed the Stipulation Agreement with his attorney, LISA RASMUSSEN, ESQ., who has explained each and every provision contained in this Stipulation Agreement to the Respondent.

26. Respondent acknowledges he is consenting to this Stipulation Agreement voluntarily, without coercion or duress and in the exercise of his own free will.

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

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

29. Respondent agrees in the event the Board adopts this Stipulation Agreement, he hereby waives any and all rights to seek judicial review or otherwise to challenge or contest the validity

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Respondent's initials

Respondent's Attorney's initials
of the provisions contained herein.

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

31. Respondent specifically acknowledges by his signature herein and by his initials at the bottom of each page of this Stipulation Agreement, he has read and understands its terms and acknowledges he has signed and initialed of his own free will and without undue influence, coercion, duress, or intimidation.

32. Respondent acknowledges in consideration of execution of this Stipulation Agreement, Respondent hereby releases, remises, and forever discharges the State of Nevada, the Board, and each of their members, agents, employees and legal counsel in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have against any or all of the persons or entities named in this section, arising out the Authorized Investigations regarding Patients “A” and “B”.

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

34. This Stipulation Agreement will be considered by the Board in an open meeting. It is understood and stipulated the Board is free to accept or reject this Stipulation Agreement and if it is rejected by the Board, the Board may take other and/or further action as allowed by statute.

[Signatures]

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Respondent’s initials

Respondent’s Attorney’s initials
regulation, and/or appropriate authority. This Stipulation Agreement will only become effective when the Board has approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such adoption shall be considered a final disposition of a contested case and will become a public record and shall be reported to the National Practitioner Data Bank.

DATED this 4th day of January, 2014.

Craig S. Morris, DDS
Respondent

APPROVED AS TO FORM AND CONTENT

By Lisa Rasmussen, Esq.
Attorney for Respondent, Craig S. Morris, DDS

APPROVED AS TO FORM AND CONTENT

By John A. Hunt, Esq.
Morris, Polich & Purdy, LLP
Board Counsel

APPROVED AS TO FORM AND CONTENT

By ___________________________ this ______ day of ____________, 2014.
Thomas P. Myatt, DDS
Disciplinary Screening Office

Respondent's initials

Respondent's Attorney's initials
regulation, and/or appropriate authority. This Stipulation Agreement will only become effective when the Board has approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such adoption shall be considered a final disposition of a contested case and will become a public record and shall be reported to the National Practitioner Data Bank.

DATED this 24th day of January, 2014.

Craig S. Morris, DDS
Respondent

APPROVED AS TO FORM AND CONTENT

By Lisa Rasmussen, Esq.
Attorney for Respondent, Craig S. Morris, DDS

APPROVED AS TO FORM AND CONTENT

By John A. Hunt, Esq.
Morris Polich & Purdy, LLP
Board Counsel

APPROVED AS TO FORM AND CONTENT

By Thomas P. Myatt, DDS
Disciplinary Screening Office

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CSM
Respondent's initials

Respondent's Attorney's initials
BOARD ACTION

This Disciplinary Stipulation Agreement in the matter captioned as Nevada State Board of Dental Examiners vs. Craig S. Morris, DDS, case no. 74127-02457 was:

Approved  Disapproved

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

DATED this 5th day of Feb., 2014.

J. Gordon Kinard, DDS - President
NEVADA STATE BOARD OF DENTAL EXAMINERS
BOARD ACTION

This *Disciplinary Stipulation Agreement* in the matter captioned as *Nevada State Board of Dental Examiners vs. Craig S. Morris, DDS*, case no. 74127-02457 was:

Approved___________ Disapproved___________

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

DATED this ____ day of __________, 2014.

__________________________
J. Gordon Kinard, DDS - President
NEVADA STATE BOARD OF DENTAL EXAMINERS

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Respondent’s initials

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Respondent’s Attorney’s initials
Request for Reinstatement of License

-Georgene Chase, DDS
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF
DENTAL EXAMINERS,

Complainant,

vs.

Georgene Chase, DDS

Respondent,

CASE NO: 16-74127-02697

ORDER OF SUSPENSION

On October 3, 2014, you entered into a Disciplinary Stipulation Agreement with the Nevada State Board of Dental Examiners. Pursuant to Paragraph 23(c), you agreed during the five (5) probationary period that your patient files shall include (in addition to any other matters generally required of a patient file) patient signed informed consents regarding implant treatment(s), both surgical and prosthetic (said informed consents shall be comprehensive and include discussion of mini versus standards implants, treatment by a general dentist versus specialist, and types of dental materials used in fabrication of crowns and removable prosthetics). In addition, your treatment records of implants restored patients shall include, diagnostic data, comprehensive treatment planning and documentation of all steps and procedures taken in the delivery of implant supported prosthetics. Further, patient files for orthodontic patients shall include a signed comprehensive informed consent, including discussion of treatment of a general dentist versus a specialist, orthodontic diagnostic records, a diagnostic summary, treatment objective, detailed treatment plan outlining steps of treatment and estimated treatment time, and periodontal evaluation, diagnosis, and treatment plan.

Pursuant to Paragraph 23(G), you agreed to cease and desist from using any ozone generating device in any dental or dental hygiene related treatment and/or providing any ozone treatment(s) and/or other therapies which are not approved by the Federal Drug Administration in any dental or dental hygiene related treatment.

On June 13, 2018, Rick Thiriot, DDS, the agent assigned to review your daily logs submitted to the Board office requested copies of dental records for several patients listed on your daily log submission to ensure compliance with the Disciplinary Stipulation Agreement. The review conducted by Rick Thiriot, DDS revealed substantial evidence that you are not in compliance with the Disciplinary Stipulation Agreement specifically Paragraph 23(C) and Paragraph 23(G). The dental records reviewed by Dr Thiriot are for patients;
The substantial evidence for non-compliance for each patient is listed below:

- Records does not show patient signed an informed consent form advising the patient that Dr. Chase is a General Dentist and is not a licensed specialist in the area of orthodontics as required pursuant to Paragraph 23(C).
- Review of x-rays show patient does not have behind the teeth braces as stated on the account ledger. According to the dental records, patient has lower brackets and removable invisalign type appl x 3.
- The Ortho Checklist in [redacted] file has all other items checked except for the signed comprehensive informed consent.

- The informed consent form for implant treatment executed by [redacted] on either 03/15/2016 or on 04/22/2016 was signed one year before the implant was placed on Tooth #14. Account Statement and Chart notes do not show [redacted] being seen in the office on 03/15/2016 or on 04/22/2016 as required by Paragraph 23(C).
- Dental records are inadequate records lack diagnostic data and documentation of all steps and procedures taken in the delivery of implants as required by Paragraph 23(C).
- Patient did not execute informed consent form for implant treatment on 12/19/2017 for bone graft and implant as required by Paragraph 23(C).

- Patient received ozone therapy on tooth and gum on March 1, 2018 and was billed according to the chart notes $10.00 however the ledger shows for the same date of service a charge of $5.00 in violation of Paragraph 23(G).
- Record lacks the required informed consents for implant treatment as required by Paragraph 23(C).

- [redacted] (Dental Assistant) who prepared and reviewed patient file along with [redacted] (office staff) who submitted the file as authorized by [redacted] informed the Board that they submitted the dental record to you to review prior to submitting the copies to the Board office, [redacted] advised the Board that the informed consent is forged and it is not her signature and that the informed consent form was not present in the patient's chart until after you reviewed the file as required by Paragraph 23(C).
- The informed consent present in [redacted] file is not the customary form used. [redacted] contends she has never seen this version of the form as required by Paragraph 23(C).  
- Review of the treatment plan shows no periodontal diagnosis as required by Paragraph 23(C).  
- There is no documentation of periodontal condition or diagnosis. Record lacks diagnostic data and procedure detailed as required by Paragraph 23(C).

### Failure to Obtain Informed Consent

- Failure to obtain the signed comprehensive informed consent for orthodontic treatment required by Paragraph 23(C).  
- The Ortho Checklist in [redacted] file has items checked except for the signed comprehensive informed consent, the detailed treatment plan and comprehensive orthodontic pictures as required by Paragraph 23(C).  
- The record contains a Orthodontic Diagnosis, Treatment, and Mechanics Plan form but it is blank other than a last name, race, sex and DOB in violation of Paragraph 23(C).

### Dental Records

- Dental records are inadequate records lack diagnostic data and documentation of all steps and procedures taken in the delivery of implant(s) as required by Paragraph 23(C).

- Patient did not execute informed consent form for implant treatment on 12/19/2017 for bone graft and implant as required by Paragraph 23(C).

Therefore, effective immediately your license to practice dentistry in the State of Nevada is hereby SUSPENDED. You shall cease and desist from practicing dentistry in the State of Nevada. This suspension includes the designation as the Dental Director pursuant to NRS 631.3452.

Should you practice dentistry in this state, such actions would be deemed as the illegal practice of dentistry as set forth by NRS 631.395 and punishable criminally to the provisions of NRS 631.400.

Also, as of the date of this ORDER you failed to submit the monthly installment payment of $567.00 due on or before November 15, 2018.

Pursuant to said agreement you may request in writing, a hearing before the Board for the reinstatement of your license.

DATED this 16th day of November, 2018

NEVADA STATE BOARD OF DENTAL EXAMINER

Nevada State Seal

DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR

3
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS, )
)
)
Complainant )
)

vs. )
)
)
GEORGENE B CHASE, DDS )
)
)
Respondent, )
)

ORDER OF REINSTATEMENT

CASE NO. 74127-02697

On October 3, 2014, the Nevada State Board of Dental Examiners at a properly noticed meeting approved the Disciplinary Stipulation II Agreement you entered into with the Board. Pursuant to Paragraph 23 (H) you agreed to the suspension of your license to practice dentistry in the State of Nevada for a period of thirty (30) days from the adoption of said agreement.

Effective November 3, 2014 your license to practice dentistry in the State of Nevada is hereby reinstated to active status with a five (5) year probationary period as set forth in Paragraph 23 (A) of the Disciplinary Stipulation II Agreement

DATED this 3rd day of November, 2014

NEVADA STATE BOARD OF DENTAL EXAMINERS

[Signature]
Debra Shaffer-Kugel, Executive Director

NEVADA STATE SEAL
NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS, ____________________________

Complainant, ____________________________

vs. ____________________________

GEORGENE B CHASE, DDS ____________________________

Respondent, ____________________________

CASE NO: 74127-02697

ORDER OF SUSPENSION

On October 3, 2014, you entered into a Disciplinary Stipulation Agreement II with the Nevada State Board of Dental Examiners. Pursuant to Paragraph 23(H) you agreed upon adoption of this Stipulation Agreement II by the Board, your license to practice dentistry in the State of Nevada will be suspended for a period of thirty (30) days.

Please be advised, upon receipt of substantial evidence that you have violated the terms of Paragraph 23(H), you agree your license to practice dentistry in the State of Nevada shall be automatically revoked without any further action of the Board other than the issuance of an Order of Revocation by the Executive Director. Thereafter, you may request in writing, a hearing before the Board to reinstate your revoked license.

Therefore, pursuant to Paragraph 23(H) of your disciplinary stipulated agreement II, effective immediately your license to practice dentistry is hereby suspended. You shall cease and desist from practicing dentistry in the State of Nevada. Should you practice dentistry in this state, such actions would violate this stipulation agreement II and shall be deemed as the illegal practice of dentistry as set forth by NRS 631.395 and punishable criminally to the provisions of NRS 631.400.

After thirty (30) days, assuming you are in full compliance with all the terms and conditions of the Stipulation Agreement II approved by the Board on October 3, 2014, your dental license will be activated in accordance with the five (5) year probationary period.

DATED this 3rd day of October, 2014

NEVADA STATE BOARD OF DENTAL EXAMINERS

Nevada State Seal

DEBRA SHAFER-KUGEL, EXECUTIVE DIRECTOR
STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS,
Complainant,

vs.

GEORGENE B. CHASE, DDS,
Respondent.

Case No. 74127-02697

DISCIPLINARY STIPULATION II AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between GEORGENE B. CHASE, DDS ("Respondent" or "Dr. Chase"), by and through her attorneys, ANTHONY LAURIA, ESQ. of the law firm LAURIA TOKUNAGA GATES & LINN, LLP and EUGENE J. WAIT, JR., ESQ. of the WAIT LAW FIRM and the NEVADA STATE BOARD OF DENTAL EXAMINERS (the "Board"), by and through DONNA JO HELLWINKEL, DDS, Disciplinary Screening Officer ("DSO"), and the Board's legal counsel, JOHN A. HUNT, ESQ., of the law firm MORRÍS, POLICH & PURDY, LLP as follows via this Disciplinary Stipulation II Agreement ("Stipulation Agreement," "Stipulation Agreement II," "Stipulation II," or "Stipulation"): AUGUST 17, 2012, STIPULATION AGREEMENT 1. Respondent entered into a prior Stipulation Agreement with the Board in case no. 11-02225 which was approved by the Board on August 17, 2012. In pertinent part, the August 17, 2012, Stipulation Agreement provides Disciplinary Screening Officer, Gregory Pisani, DDS, found:

Respondent's treatment of patient Jack Hanson resulted in a restorative failure
Mini-implants and composite crowns and/or bridges were used to increase vertical
dimension and restore posterior occlusion. There is evidence of diagnosis, treatment planning and restorative treatment below the standard of care resulting in violation of NAC 531.230(1)(c).


PATIENT, CANDACE SMART

2. Via a Notice of Complaint & Request for Records dated January 4, 2014, the Board notified Respondent of a verified complaint received from Candace Smart. On February 27, 2014, the Board received Respondent’s written response (w/enclosures) dated February 24, 2014, from her attorney, Anthony D. Lauria, Esq., in response to Ms. Smart’s verified complaint, a copy of which was provided to Ms. Smart on February 28, 2014.¹

3. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds the treatment rendered to Ms. Smart was prior to the adoption of the Stipulation Agreement approved by the Board on August 17, 2012. To resolve this pending matter, Respondent shall reimburse Ms. Smart pursuant to the terms and conditions set forth in Paragraph 23M.

PATIENT, JOSE CHURRUCOA

4. Via a Notice of Complaint & Request for Records dated January 4, 2014, the Board notified Respondent of a verified complaint received from Jose Churrucua. On February 28, 2014, the Board received Respondent’s written response (w/enclosures) dated February 24, 2014, from her attorney, Anthony D. Lauria, Esq., in response to Mr. Churrucua’s verified complaint, a copy of which was provided to Mr. Churrucua on February 28, 2014.

¹ It is noted that with respect to each of the ten (10) patient verified complaints referenced herein, Board counsel sent a September 8, 2014, email to Respondent’s attorney confirming that the DSO and Respondent’s attorney’s office each had identical copies of records received from Dr. Topham for each patient.
5. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes ("NRS") and/or Nevada Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Jose Churrucra, as follows (matters noted below in sub-paragraphs A-F occurred before Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Inappropriate use of mini implants, bone grafting, and unhygienic bulk composite crowns and bridges as permanent fixed replacement of missing teeth #3, 4, 26, 28, 29, 30, and 31. NRS 631.3475 (1) & (2)

B. Subsequent failure of bone grafting, mini implant and implant supported composite crown #26. NRS 631.3475 (1) & (2)

C. Failure to provide informed consent to patient regarding mini implants versus standard implants. NRS 631.3475 (1) & (2)

D. False billing of composite crowns as implant supported porcelain or ceramic crowns (teeth #3, 4, 26, 28, 29, 30, 31). NRS 631.348(6); NRS 631.3475 (1) & (2)

E. Restorative failure of Maryland bridge at teeth #25, 26, and 27 due to poor design, poor retention and debonding. NRS 631.3475 (1) & (2)

F. Treatment records are insufficient, lacking diagnostic data and procedure detail. NRS 631.3475 (1) & (2).

G. The following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012, in violation of NRS 631.3475 (1) & (2):

1. Previously placed mini implant tooth #3 was replaced and subsequently failed again due to unrecognized infection left from residual root tip #3.

2. No evidence of subsequent ridge augmentation and sinus lift #3.

3. Tooth #3 restored with unhygienic plastic/composite crown with
overhanging margins and excess cement imbedded in tissue causing gingival inflammation, pain, and difficulty chewing.

4. False billing of healing cuff and plastic/composite crown as a prefabricated abutment and an implant supported porcelain or ceramic crown (tooth #3). NRS 631.348(6)

5. Failure to provide informed consent to patient regarding mini implants, standard implants, ridge augmentation and sinus lift procedures.

6. Treatment records are insufficient, lacking diagnostic data and procedure detail; specifically, there is no documentation for the sinus lift, ridge augmentation, and standard implant done for tooth #3 on 7-31-13.

**PATIENT, BILL KREJCI**

6. Via a Notice of Complaint & Request for Records dated January 4, 2014, the Board notified Respondent of a verified complaint received from Bill Krejci. On February 28, 2014, the Board received Respondent’s written response (w/enclosures) dated February 24, 2014, from her attorney, Anthony D. Lauria, Esq., in response to Mr. Krejci’s verified complaint, a copy of which was provided to Mr. Krejci on March 4, 2014.

7. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds the treatment rendered to Mr. Krejci was prior to the adoption of the Stipulation Agreement approved by the Board on August 17, 2012. To resolve this pending matter, Respondent shall reimburse Mr. Krejci pursuant to the terms and conditions set forth in Paragraph 23.0.

**PATIENT, BRIAN BANNERS**

8. Via a Notice of Complaint & Request for Records dated January 17, 2014, the Board notified Respondent of a verified complaint received from Brian Banners. On March 5, 2014, the Board received Respondent’s written response (w/enclosures) dated March 3, 2014, from her attorney, Anthony D. Lauria, Esq., in response to Mr. Banners’ verified complaint, a copy of
which was provided to Mr. Banner on March 28, 2014. On or about July 14, 2014, the DSO received records from Scott Redlinger, DMD, MD, regarding Mr. Banners. The DSO also received records from Alan Topham, DDS regarding Mr. Banners.

9. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes ("NRS") and/or Nevada Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Brian Banners, as follows (matters noted below in sub-paragraphs A-G occurred before Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Inappropriate use of mini implants as permanent fixed replacement of missing teeth #3, 11, 13, and 14; subsequent failure of mini implants due to bone loss and mobility. NRS 631.3475 (1) & (2)

B. Failure to provide informed consent to patient regarding mini implants versus standard implants. NRS 631.3475 (1) & (2)

C. Unhygienic plastic/composite bridge with overhangs causing gingival inflammation, pain, and difficulty chewing used as restoration of implants, both standard and mini, teeth #2, 3, and 4. NRS 631.3475 (1) & (2)

D. False billing of plastic/composite crown over implant #4 as a prefabricated abutment. NRS 631.348(6); NRS 631.3475 (1) & (2)

E. False billing of plastic/composite crown over standard implant #2 as an abutment, PFM High noble metal. NRS 631.348(6); NRS 631.3475 (1) & (2)

G. Treatment records are insufficient, lacking diagnostic data and procedure detail, including wrong tooth numbers used on 2-23-12. NRS 631.3475 (1) & (2)

H. The following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012, in violation of NRS 631.3475 (1) & (2):

[Handwritten note: Respondent's initials]

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[Handwritten note: Respondent's attorney's initials]
1. Inappropriate use of mini implant and unhygienic plastic/composite crown as permanent fixed replacement of missing tooth #5; subsequent failure of mini implant and plastic/composite crown tooth #5

2. False billing of plastic/composite crown #5 as an implant supported porcelain or ceramic crown.

3. Inappropriate placement of one mini implant as permanent fixed replacement of missing tooth #3 after previous 2 mini implants failed.

4. Placement of plastic/composite bridge as a permanent fixed bridge supported by mini implants and standard implants teeth #11, 12, 13, and 14. Bridge left temporarily cemented.

5. False billing of plastic/composite bridge teeth #11, 12, 13, and 14 as implant supported porcelain/ceramic crowns, porcelain fused to high noble pontic, and prefabricated abutment. NRS 631.348(6)

6. Insufficient treatment records, lacking diagnostic data, correct tooth numbers, and procedure detail.

7. Abandonment of patient.

PATIENT, JAN THOMAS

10. Via a Notice of Complaint & Request for Records dated March 14, 2014, the Board notified Respondent of a verified complaint received from Jan Thomas. On May 12, 2014, the Board received Respondent’s written response (w/enclosures) dated May 7, 2014, from her attorney, Paul A. Cardinale, Esq., in response to Ms. Thomas’ verified complaint, a copy of which was provided to Ms. Thomas on May 19, 2014. On August 12, 2014, the Board received Ms. Thomas’ additional supplemental information regarding her verified complaint, a copy of which was provided Respondent on September 3, 2014. On August 14, 2014, the Board received records from Drs. Corbridge and Patetta regarding Ms. Thomas, a copy of which were provided to Respondent and Ms. Thomas on August 14, 2014.

11. Based upon the limited investigation conducted to date, DSO, Donna J. Helwinkel, DDS,
finds the treatment rendered to Ms. Thomas was prior to the adoption of the Stipulation Agreement approved by the Board on August 17, 2012. To resolve this pending matter, Respondent shall reimburse Ms. Thomas pursuant to the terms and conditions set forth in Paragraph 23.Q.

PATIENT, MAE McMAHEL

12. Via a Notice of Complaint & Request for Records dated February 5, 2014, the Board notified Respondent of a verified complaint received from Mae McMehel. On March 24, 2014, the Board received Respondent’s written response (w/enclosures) dated March 18, 2014, from her attorney, Anthony D. Lauria, Esq., in response to Ms. McMehel’s verified complaint, a copy of which was provided to Ms. McMehel on March 28, 2014. The DSO received certain records from Dr. Redlinger and Dr. Topham regarding Ms. McMehel.

13. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes (“NRS”) and/or Nevada Administrative Code (“NAC”) provisions with respect to treatment rendered to patient, Mae McMehel, as follows (the following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Bone grafting, attempting to vertically add bone around standard implants #18, 19, and 20 utilizing an unsupported titanium mesh hardware without securing screws, that resulted in failure of the bone graft, nerve damage, and lower lip paresthesia, pain, difficulty chewing and additional bone loss around implants. NRS 631.3475 (1) & (2)

B. Failure to obtain informed consent for bone grafting procedure #18, 19, and 20. NRS 631.3475 (1) & (2)

C. No documentation of surgical procedure of bone grafting done 11-16-13 in patient’s treatment record. NRS 631.3475 (1) & (2)
D. No documentation of any post operative care given to patient in treatment record. NRS 631.3475 (1) & (2)

PATIENT, JACQUELINE CALVERT

14. Via a Notice of Complaint & Request for Records dated March 14, 2014, the Board notified Respondent of a verified complaint received from Jacqueline Calvert. On June 2, 2014, the Board received Respondent’s written response (w/enclosures) dated May 28, 2014, from her attorney, Paul A. Cardinale, Esq., in response to Ms. Calvert’s verified complaint, a copy of which was provided to Ms. Calvert on June 3, 2014. The DSO received certain records from Pitts Orthodontics and Dr. Topham regarding Jacqueline Calvert.

15. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes (“NRS”) and/or Nevada Administrative Code (“NAC”) provisions with respect to treatment rendered to patient, Jacqueline Calvert, as follows (the following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Failure to obtain diagnostic orthodontic records that would include the following: initial exam describing profile, mandibular plane angle, lip posture and competence, incisal exposure at rest and on smiling, incisor length, midlines, smile arc, classification of occlusion, overjet, overbite, crowding of upper and lower arches, teeth present and missing, oral hygiene, gingival health and periodontal status, maximum opening, TMJ findings and any other special problems; panoramic radiograph; cephalometric radiograph with tracing and analysis; study models; intra oral photographs; extra oral photographs. NRS 631.3475 (1) & (2)

B. Failure to make a diagnostic summary, treatment objective, and detailed treatment plan outlining the steps of treatment and estimated treatment time. NRS 631.3475 (1) & (2)

2 The Notice incorrectly listed the patient’s name as Jennifer Calvert.
C. Failure to refer patient to periodontist to determine risks and liabilities of undertaking orthodontic treatment when periodontal disease is evident. NRS 631.3475 (1) & (2)

D. Failure to recognize that this case is beyond the scope of a generalist’s training and ability. NRS 631.3475 (1) & (2)

E. Failure to adequately document “primary palatal suture osteotomy” surgical procedure done Oct. 25, 2013. No diagnosis or treatment explanation is given. There is no evidence that this surgical procedure was necessary. NRS 631.3475 (1) & (2)

F. Palatal expander placed for three years with a minimal total expansion of 2 mm. If such expansion was necessary it should have been done as a surgically assisted rapid expansion. NRS 631.3475 (1) & (2)

G. There is no charting of arch wire sizes, wire changes, direction of force and elastic wear, e-chain directions, changes in over jet and over bite at each appointment in a period of three years of orthodontic treatment. NRS 631.3475 (1) & (2)

H. Abandonment of patient. NRS 631.3475 (1) & (2)

PATIENT QUINN ORENSTEIN

16. Via a Notice of Complaint & Request for Records dated May 3, 2014, the Board notified Respondent of a verified complaint received from Jeremy Orenstein regarding the minor child Quinn Orenstein. On June 24, 2014, the Board received Respondent’s written response (w/enclosures) dated June 19, 2014, from her attorney, Paul A. Cardinale, Esq., in response to the verified complaint regarding Quinn Orenstein, a copy of which was provided to Jeremy Orenstein on June 26, 2014. The DSO received certain records from Pitts Orthodontics and Dr. Topham regarding Quinn Orenstein.

17. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes (“NRS”) and/or Nevada

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[Signature]

Respondent’s initial

[Signature]

Respondent’s attorney’s initial
Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Quinn Orenstein, as follows (the following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Failure to obtain diagnostic records that would include the following: initial exam describing profile, mandibular plane, lip posture and competence, incisal exposure at rest and on smiling, incisor length, midlines, smile arc, classification of occlusion, over jet, overbite, crowding of upper and lower arches, teeth present and missing, oral hygiene, gingival health, periodontal status, maximum opening, TMJ findings, and any other special problems; panoramic radiograph; cephalometric radiograph with tracing and analysis; study models; intra oral photographs; extra oral photographs. NRS 631.3475 (1) & (2)

B. Failure to make a diagnostic summary, treatment objectives and detailed treatment plan outlining the steps of treatment to correct Class II malocclusion and a retrognathic mandible and estimated treatment time. NRS 631.3475 (1) & (2)

C. Failure to recognize the skeletal problem of severe retrognathia. NRS 631.3475 (1) & (2)

D. There is no charting of arch wire sizes, wire changes, direction of force and elastic wear, e-chain directions, changes in over jet and over bite and other documentation of treatment progress at each appointment in a period of 10 months. NRS 631.3475 (1) & (2)

E. Failure to provide appliances to correct mandibular growth during patient's growth phase. NRS 631.3475 (1) & (2)

F. Abandonment of patient. NRS 631.3475 (1) & (2)

**PATIENT, JAMIE GROSJEAN**

18. Via a Notice of Complaint & Request for Records dated May 3, 2014, the Board notified Respondent of a verified complaint received from Jamie Grosjean. On June 23, 2014, the Board received Respondent's written response (w/enclosures) dated June 19, 2014, from her attorney, Paul A. Cardinale, Esq., in response to Ms. Grosjean's verified complaint, a copy of which was provided to Ms. Grosjean on June 26, 2014. The DSO received certain records from Dr. Topham (LV146693;1)
regarding Ms. Grosjean.

19. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes ("NRS") and/or Nevada Administrative Code ("NAC") provisions with respect to treatment rendered to patient, Jamie Grosjean, as follows (the following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Inappropriate use of mini implant as permanent fixed replacement of missing tooth #7. NRS 631.3475 (1) & (2)

B. Placement of bulk, unhygienic composite as a temporary implant supported crown for missing tooth #7. NRS 631.3475 (1) & (2)

C. Inappropriate use of mini implants as permanent fixed replacement of missing teeth #28, 29, and 30. NRS 631.3475 (1) & (2)

D. Placement of plastic bridge that is unhygienic with overhanging margins impinging on tissue, causing gingival inflammation, pain, and difficulty chewing, as a permanent implant supported bridge for missing teeth #28, 29, and 30. NRS 631.3475 (1) & (2)

E. Failure to provide informed consent to patient regarding mini implants vs standard implants. NRS 631.3475 (1) & (2)

F. False billing of plastic bridge #28, 29, and 30 as implant supported porcelain/ceramic crowns. NRS 631.3475 (1) & (2)

G. Failure to evaluate and treat gingival and periodontal condition. NRS 631.3475 (1) & (2)

H. No periodontal charting done; no periodontal diagnosis made. NRS 631.3475 (1) & (2)

I. Failure to diagnose chronic periodontal/endodontic abscess and poor crown/root ratio condition for tooth #8. Root canal therapy done on tooth #8 despite a poor prognosis. NRS 631.3475 (1) & (2)
J. Failure to provide informed consent to patient regarding endodontic therapy tooth #8. NRS 631.3475 (1) & (2)

K. Abandonment of patient. NRS 631.3475 (1) & (2)

PATIENT, EDWARD HARRIS

20. Via a Notice of Complaint & Request for Records dated August 21, 2014, the Board notified Respondent of a verified complaint received from Edward Harris. On September 19, 2014, the Board received Respondent’s written response (w/enclosures), from her attorney, Paul Cardinale, Esq., in response to Mr. Harris’ verified complaint, a copy of which was provided to Mr. Harris on September 19, 2014.

21. Based upon the limited investigation conducted to date, DSO, Donna J. Hellwinkel, DDS, finds for this matter and not for any other purpose, including any subsequent civil action, Respondent violated the below referenced Nevada Revised Statutes (“NRS”) and/or Nevada Administrative Code (“NAC”) provisions with respect to treatment rendered to patient, Edward Harris, as follows (the following occurred after Dr. Chase entered into the Stipulation Agreement (case 11-02225) approved by the Board on August 17, 2012):

A. Removed pontic #30 from adequate three unit fixed bridge #29, 30, and 31 and replaced with two mini implants which failed (bone loss and mobility) 5 months after placement. NRS 631.3475 (1) & (2)

B. Placement of unhygienic plastic/composite crown over mini implants #30. NRS 631.3475 (1) & (2)

C. False billing of plastic/composite crown #30 as implant supported porcelain or ceramic crown. NRS 631.348(6); NRS 631.3475 (1) & (2)

D. Failure to recognize, diagnose, and treat abscessed tooth #29 within the standard of care. NRS 631.3475 (1) & (2)
E. Use of an ozone generator, a medical device not approved for use by the Food and Drug administration. NRS 631.3475 (1) & (2)

F. Injection of “ozone” to treat infection and abscess #29. The use of ozone for medical or dental treatment is not approved by the FDA. NRS 631.3475 (1) & (2)

G. Failure to provide informed consent for mini implants vs standard implants. NRS 631.3475 (1) & (2)

H. Failure to provide informed consent for the use of ozone. NRS 631.3475 (1) & (2)

22. Respondent, acknowledges the findings of the DSO, Donna J. Hellwinkel, DDS, contained in Paragraph 3 (re: Patient, Candace Smart), Paragraph 5 (re: Patient, Jose Churruca), Paragraph 7 (re: Patient, Bill Krejci); Paragraph 9 (re: Patient, Brian Banners), Paragraph 11 (re: Patient, Jan Thomas), Paragraph 13 (re: Patient, Mae McMahan), Paragraph 15 (re: Patient, Jacqueline Calvert), Paragraph 17 (re: Patient, Quinn Orenstein), Paragraph 19 (re: Patient, Jamie Grosjean), and Paragraph 21 (re: Patient, Edward Harris) and admits for this matter and not for any other purpose, including any subsequent civil action if this matter were to proceed to a full board hearing, a sufficient quantity and/or quality of evidence could be proffered sufficient to meet a preponderance of the evidence standard of proof demonstrating Respondent violated the statutory and regulatory provisions noted above in Paragraphs 3, 5, 7, 9, 11, 13, 15, 17, 19, and 21.

23. Based upon the limited investigation conducted to date, the findings of the Disciplinary Screening Officer, and the admissions by Respondent contained in Paragraph 22 above, the parties have agreed to resolve the pending investigations pursuant to the following disciplinary terms and conditions:

A. Pursuant to NRS 631.350(1)(d)(h), Respondent shall be placed on probation and her dental practice shall be supervised for a period of five (5) years from the adoption of this Stipulation II. During the five (5) year probationary period, Respondent shall allow
either the Executive Director of the Board and/or the agent appointed by the Executive Director of the Board to inspect Respondent’s records during normal business hours to insure compliance of this Stipulation II. During the five (5) probationary period, Respondent’s practice shall be supervised and monitored regarding those patients who received dental treatments, including but not limited to patients who receive root canals, crowns, orthodontics and/or bridges, implants or mini-implants (surgical or prosthetic) treatment(s). Such supervision and monitoring shall include, but will not be limited to, personally observing the treatment rendered to those patients who receive root canals, crowns and/or bridges, implants or mini-implant (surgical or prosthetic) treatment(s). Respondent shall not perform orthodontics, implants or mini-implants (surgical or prosthetic) treatment(s) until after Respondent complies with supplemental education provisions contained in Paragraphs 23E and 23F of this Stipulation II. Respondent further acknowledges the Disciplinary Screening Officer and or an agent appointed by the Executive Director may contact patient(s) who receive root canals, crowns, orthodontics and/or bridges, implants or mini-implants (surgical or prosthetic) treatment(s).

B. In the event Respondent no longer practices dentistry in the State of Nevada prior to completion of the above-referenced five (5) years probationary period, the probationary period shall be tolled. In the event the probationary period is tolled because Respondent does not practice in the State of Nevada and the terms and conditions of this Stipulation Agreement are not satisfied (i.e., including completion of the probationary period) within six (6) years of adoption of this Stipulation Agreement by the Board, Respondent agrees his license to practice dentistry in Nevada will be deemed voluntarily surrendered with disciplinary action. Thereafter the Board’s Executive Director without any further action or hearing by the Board shall issue an Order of Voluntary Surrender with disciplinary action and report same to the National Practitioners Data Bank.

C. Pursuant to NRS 631.350(1)(d), Respondent further agrees during the above-referenced (5) year probationary period wherein Respondent is practicing dentistry in the State of Nevada, Respondent’s patient files shall include (in addition to any other matters generally required of a patient file) patient signed informed consents regarding implant treatment(s), both surgical and prosthetic (said informed consent shall be comprehensive and include discussion of mini versus standard implants, treatment by a general dentist versus a specialist, and types of dental materials used in fabrication of crowns and bridges and removable prosthetics). In addition, Respondent’s treatment records of implant restored patients shall include diagnostic data, comprehensive treatment planning and documentation of all steps and procedures taken in the delivery of implants and implant supported prosthetics. Moreover, Respondent’s patient files for orthodontic patients shall include a signed comprehensive informed consent, including a discussion of treatment of a general dentist versus a specialist, orthodontic diagnostic records, a diagnostic summary, treatment objective, detailed treatment plan outlining steps of treatment and estimated treatment time, and periodontal evaluation, diagnosis, and treatment plan. Subsequent orthodontic treatment must be comprehensively documented
to include all procedures done, types of appliances used, types of arch wires used, wire changes, elastics used, etc. With regards to the just referenced patient file and consent form requirements (hereinafter collectively “Patient File Requirements”), Respondent acknowledges failure to comply with the same shall be an admission of unprofessional conduct. In addition, failure to maintain and/or provide the Patient File Requirements upon request by an agent of the Board shall be an admission of unprofessional conduct. Upon receipt of substantial evidence that Respondent has either failed to comply with the Patient File Requirements, failed to maintain or has refused to provide the Patient File Requirements upon request by an agent assigned by the Executive Director, or Respondent has refused to provide copies of patient records requested by the agent assigned by the Executive Director, Respondent agrees her license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than the issuance of an Order of Suspension by the 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 her privilege to practice dentistry in the State of Nevada pending a final Board hearing. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.

D. Pursuant to NRS 631.350(1)(d), Respondent further agrees during the above-referenced five (5) year probationary period wherein Respondent is practicing dentistry in the State of Nevada, Respondent shall maintain a daily log containing the following information for any patient(s) who receive root canals, crowns, orthodontics and/or bridges, implants or mini-implants (surgical or prosthetic) treatment(s):

1. Name of patient
2. Date treatment commenced
3. Explanation of treatment
4. Pre and Post radiographs
5. Pre and Post Orthodontic models

The daily log shall be made available during normal business hours without notice. In addition, during the above-referenced five (5) year probationary period, Respondent shall mail to the Board no later than the fifth (5th) day of the month a copy of the daily log(s) for the preceding calendar month (for example: by May 5, Respondent shall mail to the Board a copy of daily log(s) for the month of April) (hereinafter “monthly log mailing requirement”). Respondent acknowledges failure to comply with the monthly log mailing requirement shall be an admission of unprofessional conduct. In addition, failure to maintain and/or provide the daily log upon request by an agent of the Board shall be an admission of unprofessional conduct. Upon receipt of substantial evidence that
Respondent has either failed to comply with the monthly log mailing requirement, failed to maintain or has refused to provide the daily log upon request by an agent assigned by the Executive Director, or Respondent has refused to provide copies of patient records requested by the agent assigned by the Executive Director. Respondent agrees her license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than the issuance of an Order of Suspension by the 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 her privilege to practice dentistry in the State of Nevada pending a final Board hearing. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.

E. Pursuant to NRS 631.350(1)(f) and (1)(k), Respondent agrees she shall not practice orthodontics until she successfully completes a hands-on forty (40) hours continuing education course in orthodontics and provides written evidence of such completion to the Board’s Executive Director. Information, documents, and/or description of supplemental education must be submitted in writing to the Executive Director of the Board for approval prior to attendance. Upon receipt of the written request to attend a hands-on forty (40) hours continuing education course in orthodontics, the Executive Director of the Board shall notify Respondent in writing whether the requested course is approved for attendance. The cost associated with the hands-on forty (40) hours continuing education course in orthodontics shall be paid by Respondent. Respondent acknowledges failure to comply with paragraph’s requirements shall be an admission of unprofessional conduct. Upon receipt of substantial evidence that Respondent has violated the terms of this paragraph before successfully completing a hand-on forty (40) hours continuing course in orthodontics), Respondent agrees her license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than the issuance of an Order of Suspension by the 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 her privilege to practice dentistry in the State of Nevada pending a final Board hearing. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.

F. Pursuant to NRS 631.350(1)(f) and (1)(k), Respondent agrees she shall not provide any implant placement treatment(s) (whether surgical or prosthetic) until she successfully
completes a hands-on forty (40) hours continuing education course in and provides written evidence of such completion to the Board’s Executive Director. Information, documents, and/or description of supplemental education must be submitted in writing to the Executive Director of the Board for approval prior to attendance. Upon receipt of the written request to attend a hands-on forty (40) hours continuing education course in implant placement treatment(s) (whether surgical or prosthetic), the Executive Director of the Board shall notify Respondent in writing whether the requested course is approved for attendance. The cost associated with the hands-on forty (40) hours continuing education courses in implant placement treatment(s) (whether surgical or prosthetic) shall be paid by Respondent. Respondent acknowledges failure to comply with paragraph’s requirements shall be an admission of unprofessional conduct. Upon receipt of substantial evidence that Respondent has violated the terms of this paragraph before successfully completing a hand-on forty (40) hours continuing course in implant placement treatment(s) (whether surgical or prosthetic), Respondent agrees her license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than the issuance of an Order of Suspension by the 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 her privilege to practice dentistry in the State of Nevada pending a final Board hearing. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.

G. Pursuant to NRS 631.350(1)(b), Respondent further agrees during the above-referenced five (5) year probationary period wherein Respondent is practicing dentistry in the State of Nevada, Respondent agrees she shall cease and desist from using any ozone generating device in any dental or dental hygiene related treatment and/or providing any ozone treatment(s) and/or any other therapies which are not approved by the Federal Drug Administration in any dental or dental hygiene related treatment. Respondent acknowledges failure to comply with this paragraph’s shall be deemed an admission of unprofessional conduct. Upon receipt of substantial evidence that Respondent has violated the terms of this paragraph, Respondent agrees her license to practice dentistry in the State of Nevada shall be automatically suspended without any further action of the Board other than the issuance of an Order of Suspension by the 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 her privilege to practice dentistry in the State of Nevada pending a final Board hearing. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent’s license is automatically suspended.
the event the Board has to seek injunctive relief to prevent Respondent from practicing
dentistry during the period Respondent’s license is automatically suspended.

H. Pursuant to NRS 631.350(1)(d), Respondent further agrees upon adoption of this
Stipulation Agreement II by the Board, Respondent’s license to practice dentistry in the
State of Nevada will be suspended for a period of thirty (30) days. Upon receipt of
substantial evidence that Respondent has violated the terms of this paragraph,
Respondent agrees her license to practice dentistry in the State of Nevada shall be
automatically revoked without any further action of the Board other than the issuance of
an Order of Revocation by the Executive Director. Thereafter, Respondent may request,
writing, a hearing before the Board to reinstate Respondent’s revoked 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 her privilege to
practice dentistry in the State of Nevada pending a final Board hearing. Respondent shall
also be responsible for any costs or attorney’s fees incurred in the event the Board has to
seek injunctive relief to prevent Respondent from practicing dentistry during the period
Respondent’s license is automatically revoked.

I. Respondent agrees that during the above-referenced five (5) year probationary period, in
the event the Board notifies Respondent of any additional verified complaint(s) which
relate(s) to treatment rendered prior to the adoption by the Board of this Stipulation II,
such complaint(s) shall be processed pursuant to the following terms and conditions:

Upon Respondent receiving notice of a verified complaint(s) and subsequent to
answering the complaint, Respondent agrees to comply with the decision rendered by the
Board’s assigned Disciplinary Screening Officer with respect to reimbursement of a
complaint which relates to treatment received prior to adoption by the Board of this
Stipulation II in an amount, if any, for the services rendered by Respondent. The
reimbursement amount must be based upon written proof of payment by the complainant
including, but not limited to, insurance payments made on the complainant’s behalf.
Payment shall be made within sixty (60) days of the Disciplinary Screening Officer’s
written decision. Subject to Respondent’s reimbursement of the complainant, the Board
agrees not to initiate disciplinary action against Respondent. Respondent waives any right
to appeal the Disciplinary Screening Officer’s decision regarding reimbursement of a
complainant to either the Board, Federal District Court, or State of Nevada District Court
regarding the decided amount(s) for reimbursement(s). Should Respondent fail to
reimburse patients of verified complaints as ordered by the Disciplinary Screening
Officer within sixty (60) days of the Disciplinary Screening Officer written decision
regarding to the same, the Board’s Executive Director without any further action or
hearing by the Board shall issue an Order of Voluntary Surrender with disciplinary action
and report same to the National Practitioners Data Bank. Respondent agrees to waive any
right to seek injunctive relief from any Federal or State of Nevada District Court

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regarding the Board’s Executive Director’s Order of Voluntary Surrender with disciplinary action and reporting same to the National Practitioners Data Bank. Respondent shall also be responsible for any costs or attorney’s fees incurred in the event the Board has to seek injunctive relief to enforce the Board’s Executive Director’s Order of Voluntary Surrender with disciplinary action to prevent Respondent from practicing dentistry in the State of Nevada. Any verified complaints or authorized investigative complaints which relate to treatment received subsequent to the adoption of this Stipulation II shall be processed pursuant to the procedures set forth at NRS and/or NAC chapter 631 and/or NRS and NAC chapter 233B.

J. Pursuant to NRS 631.350(1)(e), Respondent agrees upon adoption of the Stipulation Agreement II by the Board this Stipulation Agreement II shall be deemed a public reprimand.

K. Pursuant to NRS 631.350(1)(c), Respondent agrees within thirty (30) days after adoption of this Stipulation Agreement II, Respondent shall pay a fine in the amount of One Thousand and xx/100 Dollars ($1,000.00). Payment shall be made payable to the Nevada State Board of Dental Examiners and mailed directly to 6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118.

L. Pursuant to NRS 622.400, Respondent agrees to reimburse the Board for the cost of the investigations and cost associated in enforcing the terms and conditions of probation in the amount of Twenty-Seven Thousand Two Hundred Fifty and xx/100 Dollars ($27,250.00). Payment shall be made payable to the Nevada State Board of Dental Examiners and mailed directly to 6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118. Payment shall be made in Forty-Eight (48) monthly payments. The first forty-seven (47) payments shall be in the amount of $579.00. The first payment shall be made on the fifteenth (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first payment of $579.00 shall be due on December 15). The remaining forty-six (46) equal payments shall then be due on the fifteenth (15th) day of each month thereafter. The last and forty-eighth (48th) payment shall be in the amount of $37.00 and shall be made on the fifteenth (15th) day of the month.

M. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Candace Smart in the amount of Four Thousand Eight Hundred Fifty-One and xx/100 Dollars ($4,851.00) relative to matters addressed above regarding Ms. Smart. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $4,851.00 shall be made shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteenth (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal
payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) the payment checks made payable to Candace Smart.

N. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Jose Churrucu in the amount of Thirteen Thousand Nine Hundred Thirty Five and xx/100 Dollars ($13,935.00) relative to matters addressed above regarding Mr. Churrucu. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $13,935.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Jose Churrucu.

O. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Bill Krejci in the amount of Six Thousand Four Hundred Forty-Five and xx/100 Dollars ($6,445.00) relative to matters addressed above regarding Mr. Krejci. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $6,445.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Bill Krejci.

P. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse the estate of Brian Banners in the amount of Seven Thousand Five Hundred Seventy and xx/100 Dollars ($7,570.00) relative to matters addressed above regarding Mr. Banners. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $7,570.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. The actual name the payment checks/money orders are to made-out to for the benefit of the estate of Brian Banners will be provided at a later date. Respondent shall deliver/mail the payments to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118).

[Signature]
Respondent’s initials

[Signature]
Respondent’s attorney’s initials
Q. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Jan Thomas in the amount of Twelve Thousand Three Hundred Fifty-Six and xx/100 Dollars ($12,356.00) relative to matters addressed above regarding Ms. Thomas. Respondent shall also waive any balance, if any, withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $12,356.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Jan Thomas.

R. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Mae McMahan in the amount of Four Hundred Sixty-Eight and xx/100 Dollars ($468.00) relative to matters addressed above regarding Ms. McMahan. Respondent shall also waive any balance, if any, withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $468.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Mae McMahan.

S. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Jacqueline Calvert in the amount of Four Thousand Two Hundred Fifty and xx/100 Dollars ($4,250.00) relative to matters addressed above regarding Ms. Calvert. Respondent shall also waive any balance, if any, withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $4,250.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteen (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Jacqueline Calvert.

T. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Jeremy Orenstein (on behalf of Quinn Orenstein) in the amount of Four Thousand Seven Hundred Ninety-Two and xx/100 Dollars ($4,792.00) relative to matters addressed above regarding Quinn
Orenstein. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $4,792.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteenth (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Jeremy Orenstein.

U. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Jamie Grosjean in the amount of Thirteen Thousand Five Hundred Seventeen and xx/100 Dollars ($13,517.00) relative to matters addressed above regarding Ms. Grosjean. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $13,517.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteenth (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Jamie Grosjean.

V. Pursuant to NRS 631.350(1)(l), Respondent agrees to reimburse Edward Harris in the amount of Two Thousand Six Hundred Twenty-Four and xx/100 Dollars ($2,624.00) relative to matters addressed above regarding Mr. Harris. Respondent shall also waive any balance, if any, and withdraw any and all collection efforts, if any such efforts have been initiated. Payment of the $2,624.00 shall be made in twelve (12) equal monthly payments. The first payment shall be made on the fifteenth (15th) day of the month after which this Stipulation II is approved by the Board (for example, if this Stipulation II is approved by the Board on November 10, then the first of the twelve equal monthly payments shall be due on December 15). The remaining eleven equal payments shall then be due on the fifteenth (15th) day of each month thereafter. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118) payment checks made payable to Edward Harris.

W. In the event Respondent defaults on any of the payments set forth in Paragraphs 23K thru 23V, Respondent agrees his license to practice dentistry in the State of Nevada may be automatically be suspended without any further action of the Board other than issuance of an Order of Suspension by the Board’s Executive Director. Subsequent to the issuance of the Order of Suspension, Respondent agrees to pay a liquidated damage amount of Twenty Five and xx/100 Dollars ($25.00) for each day Respondent is in default on the payment(s) of any of the amounts set forth in Paragraphs 23K thru 23V.
Upon curing the default of the applicable defaulted payment contained in Paragraphs 23K thru 23V. and paying the reinstatement fee, Respondent's license to practice dentistry in the State of Nevada will automatically be reinstated by the Board's Executive Director, assuming there are no other violations by Respondent of any of the provisions contained in this Stipulation Agreement. Respondent shall also be responsible for any costs or attorney's fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period in which his license is suspended. Respondent agrees to waive any right to seek injunctive relief from any court of competent jurisdiction, including a Nevada Federal District Court or a Nevada State District Court to reinstate his license prior to curing any default on the amounts due and owing as addressed above.

X. In the event Respondent fails to cure any defaulted payments within forty-five (45) days of the default, Respondent agrees the amount may be reduced to judgment.

Y. Respondent waives any right to have any amount(s) owed pursuant to this Stipulation discharged in bankruptcy.

CONSENT

24. Respondent has read all of the provisions contained in this Stipulation Agreement and agrees with them in their entirety.

25. Respondent is aware by entering into this Stipulation Agreement she is waiving certain valuable due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and NAC 233B.

26. Respondent expressly waives any right to challenge the Board for bias in deciding whether or not to adopt this Stipulation Agreement in the event this matter was to proceed to a full Board hearing.

27. Respondent and the Board agree any statements and/or documentation made or considered by the Board during any properly noticed open meeting to determine whether to adopt or reject this Stipulation Agreement are privileged settlement negotiations and therefore such statements or documentation may not be used in any subsequent Board hearing or judicial

[Signature]
Respondent's initials

[Signature]
Respondent's attorney's initials
review, whether or not judicial review is sought in either the State or Federal District Court.

28. Respondent acknowledges she has read this Stipulation Agreement. Respondent acknowledges she has been advised she has the right to have this matter reviewed by independent counsel and she has had ample opportunity to seek independent counsel. Respondent has been specifically informed she should seek independent counsel and advice of independent counsel would be in Respondent's best interest. Having been advised of her right to independent counsel, as well as had the opportunity to seek independent counsel, Respondent hereby acknowledges she is represented by ANTHONY LAURIA, ESQ. of the law firm LAURIA TOKUNAGA GATES & LINN, LLP and EUGENE J. WAIT, JR., ESQ. of the WAIT LAW FIRM and she has reviewed this Stipulation Agreement with same and understands its terms and conditions.

29. Respondent acknowledges she is consenting to this Stipulation Agreement voluntarily, without coercion or duress and in the exercise of her own free will.

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

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

32. Respondent agrees in the event the Board adopts this Stipulation Agreement, she hereby waives any and all rights to seek judicial review or otherwise to challenge or contest the validity of the provisions contained herein.

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

34. Respondent specifically acknowledges by her signature herein and by her initials at the bottom of each page of this Stipulation Agreement, she has read and understands its terms and acknowledges she has signed and initialed of her own free will and without undue influence, coercion, duress, or intimidation.

35. Respondent acknowledges in consideration of execution of this Stipulation Agreement, Respondent hereby releases, remises, and forever discharges the State of Nevada, the Board, and each of their members, agents, employees and legal counsel in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have against any or all of the persons or entities named in this section, arising out the complaint(s) of the above-referenced Patient(s).

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

37. This Stipulation Agreement will be considered by the Board in an open meeting. It is understood and stipulated the Board is free to accept or reject this Stipulation Agreement and if it is rejected by the Board, the Board may take other and/or further action as allowed by statute, regulation, and/or appropriate authority. This Stipulation Agreement will only become effective when the Board has approved the same in an open meeting. Should the Board adopt this Disciplinary Stipulation Agreement, such adoption shall be considered a final disposition of a

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contested case and will become a public record and is reportable to the National Practitioner Data Bank.

DATED this 3rd day of October, 2014.

By Georgene B. Chase, DDS
Respondent

APPROVED AS TO FORM AND CONTENT:

By Eugene Wait, Esq.
Wait Law Firm
Respondent's Attorney

APPROVED AS TO FORM AND CONTENT

By Anthony Lauria, Esq.
Lauria Tokunaga Gates & Linn, LLP
Respondent's Attorney

APPROVED AS TO FORM AND CONTENT

By John A. Hunt, Esq.
Morris Polich & Purdy, LLP
Board Counsel

APPROVED AS TO FORM AND CONTENT

By Donna J. Hellwinkel, DDS
Disciplinary Screening Office
BOARD ACTION

This Disciplinary Stipulation II Agreement in the matter captioned as Nevada State Board of Dental Examiners vs. Georgene B. Chase, DDS, case no. 74127-02697 was (check appropriate action):

Approved ☑     Disapproved

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

DATED this 3 day of Oct., 2014.

J. Gordon Kinard, DDS - President
NEVADA STATE BOARD OF DENTAL EXAMINERS