NEVADA STATE BOARD of DENTAL EXAMINERS

Board Teleconference Meeting

Tuesday, July 14, 2020

6:00 p.m.

PUBLIC BOOK

Dr. Georgene Chase

NOTICE OF REPRESENTATION

To whom it may concern:

Please be advised that Charles R. Zeh, Esq., and the Law Offices of Charles R. Zeh, Esq., represents me, Georgene Chase, DDS, as my legal counsel in all matters pertaining to the State of Nevada Dental Board. You may discuss my matters before the Dental Board with him and share information regarding my matter(s) before the Board with him and the members of his law firm.

Georgene Chase, DDS

State of Nevada)
: ss.
County of Washoe)

On this 5th day of February, 2020, before me, a Notary Public, personally appeared Georgene Chase, DDS, known to me to be the person described in and who executed the foregoing Notice of Representation, for the uses and purposes therein mentioned.

KAREN KENNEDY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 03-82541-2 - Expires June 24, 2023

Karen Kennedy
Notary Public

Melanie Bernstein Chapman

From: Lyn Beggs [redacted]
Sent: Thursday, May 2, 2019 4:42 PM
To: Debra Shaffer; Melanie Bernstein Chapman
Subject: Smile Restore/Georgene Chase DDS

Good afternoon to both of you. I wanted to confirm that Smile Restore will be able to present the requested information to the Board at the meeting on May 10th. I will prepare a packet and have it over to you for dissemination to the Board next Monday if that would work.

In regard to Dr. Chase's summary suspension hearing, I would respectfully request that the matter be moved to the July meeting as I anticipate that we will be presenting multiple witnesses whom we will need to coordinate with. Also, I would like to potentially investigate other possible avenues of resolution to the summary suspension.

Thank you,

Lyn

Lyn E. Beggs
Law Offices of Lyn E. Beggs, PLLC
Mailing Address: 316 California Ave. #863, Reno, NV 89509
Physical Address: 328 California Ave., Ste. 3, Reno NV 89509
T: 775-432-1918
F: 775-473-3801
[redacted]

Debra Shaffer

From: [redacted]
Sent: Friday, February 15, 2019 12:58 PM
To: Debra Shaffer
Cc: [redacted]
Subject: February 22, agenda item SmileRestore/Georgene Chase

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February 15, 2019

Dear Debra Shaffer-Kugel

Per your phone conversation with Dr. Georgene Chase today, explaining our current lack of respresentation and asking for a postponement to the next meeting, we are planning on seeing the NSBDE at the March 22 meeting, unless otherwise noticed. Thank you for your consideration of our request to ***not appear at the February*** hearing..

Kim W. Michael

Operations Director

SmileRestore
775.800.1051

Order of Suspension issued on November 16, 2018

NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS,	)	
Complainant,	)	CASE NO: 16-74127-02697
vs.	)	
Georgene Chase, DDS	)	***ORDER OF SUSPENSION***
Respondent,	)	

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; [redacted]

The substantial evidence for non-compliance for each patient is listed below:

[redacted]:

- 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.

[redacted]:

- 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).

[redacted]:

- 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]:

- [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).

[redacted]:

- 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).

[redacted]:

- 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

Stipulation between the NSBDE and Georgene Chase, DDS approved on 10/03/2014

NEVADA STATE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS, Complainant	)	CASE NO: 74127-02697
vs.	)	ORDER OF REINSTATEMENT
GEORGENE B CHASE, DDS Respondent,	)	

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

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 SHAFFER-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 MORRIS, 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).

Id., at 2:9-13, at ¶ 3. Respondent admitted her treatment of patient Jack Hanson resulted in a restorative failure in violation of NRS 631.3475 (1) & (2). Id., at 2:14-19, at ¶ 4.

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 CHURRUCA

4. Via a *Notice of Complaint & Request for Records* dated January 4, 2014, the Board notified Respondent of a verified complaint received from Jose Churruca. 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. Churruca's verified complaint, a copy of which was provided to Mr. Churruca 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.

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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 Churruca, 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

Respondent's initials

Respondent's attorney's initials

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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. Krejei 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. Krejei pursuant to the terms and conditions set forth in Paragraph 23.O.

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

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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):

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, 20143. 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. Hellwinkel, DDS,

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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 McMahel. 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. McMahel's verified complaint, a copy of which was provided to Ms. McMahel on March 28, 2014. The DSO received certain records from Dr. Redlinger and Dr. Topham regarding Ms. McHahel.

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 McMahel, 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)

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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[2]. 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.

Respondent's initials

Respondent's attorney's initials

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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

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

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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)

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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)

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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 abcess #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 McMahel), **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

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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

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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

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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

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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

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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, in 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 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 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 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

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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 Churruca in the amount of Thirteen Thousand Nine Hundred Thirty Five and xx/100 Dollars ($13,935.00) relative to matters addressed above regarding Mr. Churruca. 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 Churruca.

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).

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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, and 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 McMahel in the amount of Four Hundred Sixty-Eight and xx/100 Dollars ($468.00) relative to matters addressed above regarding Ms. McMahel. 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 $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 McMahel.

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, and 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

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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 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 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 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 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 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 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**

Respondent's initials

Respondent's attorney's initials

Morris Polich & Purdy, LLP
500 S. Rancho Drive, Suite 17
Las Vegas, Nevada 89106
Ph. (702) 862-8300

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 Executor 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

Respondent's initials

Respondent's attorney's initials

Morris Polich & Purdy, LLP
500 S. Rancho Drive, Suite 17
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Ph. (702) 862-8300

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

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Las Vegas, Nevada 89106
Ph. (702) 862-8300

Respondent's initials

Respondent's attorney's initials

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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Morris Polich & Purdy, LLP
500 S. Rancho Drive, Suite 17
Las Vegas, Nevada 89106
Ph. (702) 862-8300

Respondent's initials

Respondent's attorney's initials

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
Georgene B. Chase, DDS
Respondent

APPROVED AS TO FORM AND CONTENT:

By Eugene J. Wait Jr. this 3rd day of October, 2014.
Eugene J. Wait, Esq.
Wait Law Firm
Respondent's Attorney

APPROVED AS TO FORM AND CONTENT

By Paul A. Cardinelli for this 3rd day of October, 2014.
Anthony Lauria, Esq.
Lauria Tokunaga Gates & Linn, LLP
Respondent's Attorney

APPROVED AS TO FORM AND CONTENT

By _____ this 3 day of October, 2014.
John A. Hunt, Esq.
Morris Polich & Purdy, LLP
Board Counsel

APPROVED AS TO FORM AND CONTENT

By Donna J. Hellwinkel DDS this 3 day of October, 2014.
Donna Jo Hellwinkel, DDS
Disciplinary Screening Office

Morris Polich & Purdy, LLP
500 S. Rancho Drive, Suite 17
Las Vegas, Nevada 89106
Ph. (702) 862-8300

Respondent's initials

Respondent's attorney's initials

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 X 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

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Morris Polich & Purdy, LLP
500 S. Rancho Drive, Suite 17
Las Vegas, Nevada 89106
Ph. (702) 862-8300

D.C. Respondent's initials

Respondent's attorney's initials

Dr. Chase - Ltr & Supporting Documents Submitted 7/10/2020

The Law Offices of Charles R. Zeh, Esq.

Attorneys and Counselors at Law

Charles R. Zeh, Esq.
Robert G. Berry, Esq.
Pete Cladianos III, Esq.
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Phone (775) 323-5700
Fax (775) 786-8183
Office e-mail: karen@crzehlaw.com

Sender's e-mail address
karen@crzehlaw.com

July 10, 2020

Via U.S. Mail and Email

Phil W. Su, Esq.
Board General Counsel
Nevada State Board of Dental Examiners
6010 S Rainbow Blvd., Suite A-1
Las Vegas, NV 89118

Re: *Georgene Chase, DDS*

Dear Phil:

Per our conversation, attached are letters of support for the reinstatement of Georgene Chase, DDS, to the practice of Dentistry in the State of Nevada. Also, enclosed are copies of a few of the exhibits that were attached to my letter of May 11, 2020. I dropped some of the exhibits to that letter as they would make no sense without the letter, and we are now beyond the stage when that letter was written.

I am also certain that some individuals will be on the phone during public comment in support of Dr. Chase, and she intends to give a statement at that time, as well. If you have any questions, please do not hesitate to contact me. Again, your efforts are appreciated.

Sincerely,

The Law Offices of Charles R. Zeh, Esq.

Charles R. Zeh, Esq.

CRZ/kdk
Enclosures as stated
cc: Georgene Chase, DDS

S:\Clients\Chase\NVSBDE\Su 001.wpd

PETITION TO REINSTATE LICENSE TO PRACTICE FOR

DR. GEORGENE CHASE

TO: SENATOR OF NEVADA; ATTORNEY GENERAL OF NEVADA; NEVADA STATE BOARD OF DENTAL EXAMINERS.

We the patients, co-workers, friends, and family of Doctor Georgene Chase are submitting this petition to the Board to reinstate her license to practice.

Dr. Chase a native Nevadan has been helping the underserved in the community for years. We hope that this petition with ________________ signatures along with letter from patients will help with you decision to please reinstate her license to practice.

1. Patricia Orion
2. Suzy B. Orion
3. Richard Birmingham
4. Shawn Birmingham
5. Mark [illegible]
6. Wendy Peterson
7. [illegible]
8. [illegible] Hartley
9. John M [illegible]
10. [illegible]
11. Mildred Cox
12. Polly [illegible]
13. [illegible]
14. GENE BAUMANN
15. Mercedes Bauman
16. Robin R. McCoy
17. Robert McCoy
18. Earl Case
19. Richard Birmingham Sr

20 Penny Hallam
21 Angie Gibson
22 Mark Wilson
23 Desiree Page Barackow
24 Cindy O'Neil
25 Mike Wilson
26 Jessica Meshaly
27 Mike Dean
28 John Valentine
29 [illegible]
30 Patti Mehserle
31 Greg Mikusek
32 Melvie Simpkins
33 Steve Dobson
34 Gina Vecchio
35 William Vecchio
36 Laura Oneal
37 Sarah Layland
38 Jennifer Cardwell
39 William J Oneal
40 John Patterson
41 Terri Baylor
42 Micah Martin
43 Jeffery Poyde
44 [illegible]
45 Nicole Dunn
46 Teresa Dyke
47 Kristy Torres
48 Shawna Kirk
49 Tara Bass
50 Brandon Birmingham
51 Shawn Dunn

52 Judy Tribon
53 Kathy cambell
54 James Williams
55 Jimmy Beittie
56 mike Galloway
57 George Gillespie
58 Burt Reveil
59 Kelia Pagni
60 Paul Carnahan
61 Michelle Carassco
62 Brian Rasmussen
63 Steve Shaw
64 Helen walker
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May 20,2020

Dentistry Board of Directors
To Whom It May Concern

This letter comes in support of Doctor Georgene Chase and your reconsideration of her reinstatement to practice dentistry in the State of Nevada and Washoe County.

My wife and I - 79 and 75 respectively - have known Dr. Chase for over 10 years both personally and professionally. She has been competent in her duties toward our dental needs which have required more than just filling teeth. I have implants that have failed and she has reinstalled them successfully. We have discussed other alternatives when given the opportunity to perform them.

Dr. Chase is caring and takes the extra step to ensure patient comfort thru out. Her dedication to her profession is without question and her compassion for her profession reaches to all of her patients regardless of financial strength.

I know that she has had to endure immense legal fees to defend her position and her practice. Please see if you can find a resolution to this situation and allow her to practice her profession openly without prejudice in the State of Nevada and Washoe County.

Respectfully submitted
Charles and June McCubbins
[redacted]

To: Nevada Board of Dental Examiners

From: Steve Recchia MD

Re: Dr Georgene Chase

June 9, 2020

Dental Board:

I have been a patient of Dr Georgene Chase since 2012, and am very concerned about the status of her dental license. That is why I'm writing this letter.

I am a retired MD, and know an excellent clinician when I see one. Dr Chase is an excellent clinician.

I am also a dental patient with a 40 year history of periodontal disease, for which I underwent four quadrant flap procedures in 1980. I have been seen by multiple periodontists and

general dentists over the last 40 years. In my experience, Dr Chase is the best of the lot.

I understand there has been some sort of unresolved issue regarding the license of Dr Chase for the last 18 months. Please resolve this as soon as possible. I am seriously overdue for dental care.

This is basically the same statement that I made over the phone to the dental board during a remote meeting 3-4 months ago. Please feel free to contact me should the need arise.

Thank you.

Steve Recchia MD

Nevada State Board of Dental Examiners
6010 Rainbow Blvd Unit A
Las Vegas, NV 89118

6-5-20

Attn: Executive Director

Dear Sir,

I started seeing Dr. Georgene Chase as a patient at the beginning of 2017. I was in her office over the next two years many, many times. I have a very unique case that some "Big name," dentists in town could not figure out, other than the one who wanted $44,000- to reset my entire bite by placing crowns on all of my teeth. Another big name dentist would only say regarding my decay, "Do you suck on lemons?"

I grew up in Reno and have personally known several dentists since the 80's & 90's. Of the three very well established dentists whom I have seen as a regular patient over the past 25 years, Dr. Chase hands down exceeds all three of the others combined with her knowledge, confidence and expertise. I saw two other dentists briefly, one charged me $2,500- for a ridiculous appliance that did nothing and the other charged me $2,000- for some tins unit treatments which they did not even finish because they gave up on my case.

I respectfully say, why in the world has Dr. Chase's license been suspended for so long? I have been waiting on hold for her license to be reinstated so she can finish my work that needs to be done. I have spent a lot of money (though much, much less than the $44k guy) and I need her to finish the great work that she started.

Dr. Chase cares about her patients and is in dentistry for her passion to help people and to share her wide range of expertise with those who desperately need it, a percentage of which do not have the money to go to Mexico to get their work done. She has always answered my questions about treatment options. Dr. Chase has been clear in her plans with how to accomplish my treatment as well as very communicative of any potential changes of my plan in a case as complex as mine.

I greatly look forward to her reinstatement so she can continue her great work.

Thank you for your consideration and I look forward to seeing her very soon.

Daniel Glenn
Reno, Nevada

NSBDE
6010 Rainbow Blvd., Unit A
Las Vegas, Nv 89118

Regarding Dr. G. Chase

My name is Josh Jones, I am 16. Dr. Chase has been my dentist since I was 6 years old. She paid for me to play in soccer for my first team sport. She did braces on my teeth and I was done when her private practice was managed by another doctor. He didn't train in braces like he promised, so my teeth got crooked again. Because Dr. Chase has always been a friend, she said she would fix it. I was seen at SmileRestore and the office staff always put me off even though Dr. Chase insisted I be scheduled in 2 weeks. I never got to see her as she instructed. My teeth are still crooked and I have now been waiting over two years to get her to help me.

I know she will finish my care, will you please let her? I want her back in her office working, she is good at that.

Josh Jones

[redacted]

NSBDE

6010 Rainbow Blvd., Unit A

Las Vegas, Nv 89118

Dear Sirs;

I am 80+ years old Japanese immigrant. I am truly American since my 20's. I believe in hard work and people who work hard getting rewarded with a good life. I have a good life, but not good teeth. Dr. Chase works very hard for me to save my teeth and charge me fairly, unlike other dentists I went to.

If you make me wait, my quality of life is getting worse. I need to chew and I don't trust others to fix my teeth. Not much left in my mouth, but Dr. Chase keeps me going. If a senior citizen matters, if I matter, please let Dr. Chase come back to work in Nevada!

Thank You in advance –

Setsu Jones

[redacted]

NSBDE

6010 Rainbow Blvd., Unit A

Las Vegas, Nv 89118

I am a retired physician. Dr. Chase should be reinstated and allowed to practice dentistry now. Her skill set is far superior to the understanding of most general dentists and her passion for gaining knowledge from many sources throughout the world has been enviable! Please disallow the continued postponement of her ability to practice as many of us in the community have no one that understands medical crossovers and actually help patients reliably. I have referred to her and worked with her for over 28 years. In all that time, I have never experienced a reason that she should be suspended, let alone put on probation. I was trained initially as a dentist and have a basis for determining fitness for practice in dentistry. I haven't known any dentists in the northern Nevada area that have better medical understanding and relate information in a medical/dental approach.

Please put me on your list to call as character witness for Dr. Chase should you choose to go to a hearing for this matter.

C. J. Hussar DDS, DO

Dr. Christopher Hussar

[redacted]

June 5, 2020

Nevada State Board of Dental Examiners

6010 South Rainbow Blvd. Unit A

Las Vegas, NV 89118

RE: Dr. Georgene Chase, MPH, DDS

To whom it may concern,

My name is Alex Ho. I was happy seeing Dr. Chase, she has taken good care of me. I had problems with my gums and Dr. Chase took care of me when other doctors wanted to charge me huge amounts of money. One doctor wanted to charge me $800 dollars to take care of my gums. I can't afford that. She helped me at a price I can afford. She does good work.

Dr. Chase has been nothing but nice to me and she is the doctor that encouraged me to take care of my gums and my teeth. She is the one that made coming to the dentist fun and not so scary. Before her I was afraid to come to the dentist but not anymore. I want my dentist back please. I need to see her again. She is the best doctor around. Please stop wasting everyone's time and let her come back.

Thank you!

Alex Ho

Alex Ho

[redacted]

Nevada State Board of Dental Examiners

6010 South Rainbow Boulevard, Unit A

Las Vegas, Nevada 89118

Re: Georgene Chase, MPH, DDS

Dear Sirs/Ladies;

I am a semi-retired physician with knowledge of the practice of SmileRestore. This is a private non-profit clinic established by Dr. Chase. I served on the Board of Directors in the beginning when she rehabilitated a nearly condemned dental office that belonged to the now deceased Dr. Lance Dodson. This rehabilitation was done at her own expense and labor. It was a labor of love as she was able to help Crossroads residents who were mandated by Court to live in the rehabilitation center as well as Vets who were turned away from other programs. She received commendations from numerous local Church's as well as Dean Heller's office and the Mayor's office along with Nevada Mental Health Services and Access to Health.

She has been committed to continuing her journey to serve the dentally underserved community despite her many "entanglements", including the Nevada licensing Board. It is unfortunate that all the good she has rendered has been clouded with nay-sayers of her work to use the Boards actions to leverage her downfall. I would really applaud the new Board of Dental Examiners to quickly make reparations for Dr. Chase's license to put her back on the path to serve the community.

I am grateful she was there for my son when he would not otherwise get care for his own mouth. Now, with her encouragement and interest in him, he has achieved a continuous effort to keep his own oral health in good standing. He was a periodontal case that she assisted in teaching him how to control and manage it. The longer he has to wait to see her, after this 18 month suspension, the more ground he may lose,without his 6 month cleaning and check up.

Respectfully,

Dr. Lester Ho

[redacted]

Nevada State Board of Dental Examiners

6010 Rainbow Blvd., Unit A

Las Vegas, NV 89118

June 3, 2020

Attn: Executive Director

Dear Sir;

As I wait for my dentist to be re-instated so that I may receive care for my oral health, I am wondering how long the wait must be? I have waited for over a year and though I can seek care with someone else, I prefer the care of Dr. Chase. For numerous medical reasons, my selection of Dr. Chase to care for me includes her genuine concern for my overall health and the relationship of my oral and systemic wellbeing. I have developed a strong relationship with her and know that my personal issues will remain personal and will be considered in any decisions. The general "standard of care" provider that the Nevada Boards find acceptable, I have come to understand, do not take the personal interest in their patients with unique and pertinent characteristics that effect how their care is delivered. This is my main reason for a preference of Dr. Chase as my dental professional.

Reasonably, I should expect to know when I will be able to see her in the future. The Board has an obligation to represent the interests of patients of Nevada. Please hear my voice loudly; Dr. Chase is my selected care provider. Please reinstate her license immediately. In the tone of the long wait I've experienced, please advise me as to why this situation is being postponed indefinitely.

Sincerely,

Nola York

[redacted]

March 11, 2020

Francine M. Smith
[redacted]

Nevada Dental Board

Re: Reinstatement of License for Dr. Georgene B. Chase

To whom it may concern:

I Francine M. Smith am a native of Nevada. I was born and raised here in Reno.

I came in as a patient on August 28th 2018. Dr. Chase helped me with a cavity that she filled in for me to get me by until I could afford to have it fixed. Dr. Chase and I had a conversation as I was in the chair. I explained to her that I had just finished a job at Spectrum and was looking for work. I was looking for a dentist that could help me get my mouth in order again as I needed a lot of work done. She asked me what line of work I was looking for. I explained that I was an office administration. She asked if I would be willing to come and work for her. They needed help. I later found out it was closed due to prior staff issues.

I started volunteering on September 4th 2018 for the office. I started answering the phones, welcoming patients in that had appointments, and scheduling. The patients that were being seen at that time were patients that the Dr. was trying to take care of due to the office being closed because of the prior staff.

I started working with Angie Daniels as she showed me the ropes. Never have I seen such a mess on the office files. I started alphabetizing charts and going through them one by one to see what was needed. It was unbelievable how many charts did not have copies of id's or information packets or a lot of the id's were out dated.

I have been in the office administration field long enough to know that getting copies of id's and information is crucial to any office setting. In my opinion, and observation, the severe lack of office policy, procedure, or work ethic was obvious from the prior staff. Anything having to do with charts, scheduling, money collection, or notation is the responsibility of the front office. Angie and I went over hundreds of accounts to fix the prior staff neglect and inaccuracies. There several accounts where the insurance was billed but never followed through on.

Since November 2018, Dr. Chase has been unable to work at this office due to the suspension of her license. Not only has this been unfair or unjust, but it has affected not only me but the people that matter the most, the patients. She has been unable to complete or work on them because of this. I get

calls or messages left daily asking when she will be able to practice again. It's been well past a year and it's now time to have an answer.

Dr. Chase has helped more than her fair share of people in this town, especially people that have very little money and can barely make ends meet. It has always been her goal and dream to help the underdog in this world and right now that opportunity is on hold.

In my opinion, this decision imposed by you has caused this office to spiral downward in huge mess of events. I am sure you are well aware of the charts having to be sold from this office under the direction of Debra Kugel Shafer. This action has been unjust to the patients to have their charts sold, patients that cannot pay for care and are most likely subjected to sales and attempts on their fears to pay more money. This nonprofit was not about that. This nonprofit had the soul interest in helping individuals. I know this because I witnessed it firsthand.

People who have dental emergencies we can refer them out. But the people that are economically challenged have no options because the one doctor that truly cared about the patient and not the almighty dollars has been put on hold. How do I know this? I am one of those people!

I can personally tell you that I have 3 pages of names and numbers of patients that have been waiting over a year to get in to see Dr. Chase. Several of those people are non-patients that have been recommended by word of mouth that wanted to be put on the waiting list.

I strongly urge you to reconsider and reinstate Dr. Chase's license so that we can get these people in and get them taken care of.

Thank you for your time and consideration to this matter.

Sincerely,

Francine M. Smith

Francine M. Smith

[redacted]

March 10 2020

To the Nevada State Board of Dental Examination for Licensure and any and all concerned parties:

In the matter regarding Dr. Georgene Chase, I would like to express to you how important this woman is to a very large and growing section of our local population, consisting of the lower income, the elderly making the transition from working middle class, to facing retirement and the loss of Dental Insurance coverage and living on a fixed income.

I am now becoming a member of this group. Due to a string of horrible, extremely painful visits to several different Dentists in my childhood and a couple more as an adult; I had sworn never to go to a dentist ever again, no matter what. I maintained that promise for over 20 years.

Then I went to pick up my girlfriend from her dentist at Smile Restore and was introduced to Dr. Chase. I listened as she explained the work that she had done for my girl, and what she had left to do on her next visit. As she went over the procedures she took the time to explain each step in great detail and her compassionate manner showed how much she truly cared for her patients.

She asked me if I had found a dentist in the area since my girlfriend had been rather chatty while in her chair and I told her of my sworn promise to not ever sit under the bright lights of another dentist.

I explained to her I wasn't looking for one. She offered to give me a free examination no strings attached, even guaranteed me that if I just let her take a look, and see what she could do for me, that I would make an appointment for another visit, before I left. That made me laugh to myself.

A little background; I have a job that requires me to be in close contact with my customers and be friendly and outgoing. That was becoming increasingly more stressful and my confidence and my inability to look my customers in the eye was gut-wrenching, daily nightmare, due to my broken and missing teeth. I had grown my mustache extra-long to help cover my mouth and subconsciously became a soft spoken, mumbling, Customer Service Representative that was headed to the unemployment line or forced into an early retirement, all because my own self-image and lack of confidence and the finances to do anything about it.

Honestly, I had given up. I had been given a prior quote from a local dentist for a set of dentures. The estimated cost was over $10,000 and that was over 15 years ago. When Dr. Chase asked me if I would let her take a look, I explained to her that I live from paycheck to paycheck and I had resigned myself to the fact that I would never have the money to pay for dentures. She smiled and said; "I do whatever it takes to make sure every patient I treat, leaves here with a smile!" "That is why the sign out front reads Smile Restore, because that is what I do!"

That was all I needed to hear. I took a big breathe and climbed into her chair and she has made me a loyal customer from that day forward. Much more than that, she has made me a whole man again. I have never smiled so much in my first Sixty years as I have in the last four years since I met this Incredible, Intelligent and Irreplaceable Professional, that I am proud to call my Dentist.

The community needs more people like Dr. Georgene Chase here.

Thank you for your time in reading this.

Sincerely,

George L. Morgan

[redacted]

March 12, 2020

Susan Snow
[redacted]

To whom it may concern:

Please reinstate Dr. Georgene Chase as she provides a much need service for those of us who would otherwise not be able to afford dental care.

I've been a volunteer for a while now and Dr. Chase has helped me so much. I desperately needed extractions and she helped me get my partial that would have cost me a lot more than Dr. Chase charged me.

She is a caring doctor and has always been honest and up front with me.

I know there are patients out there waiting to get into see Dr. Chase and I am one of them. I had to seek a dentist elsewhere to take care of an issue I recently had and as nice and as great as that dentist was, I miss my doctor, Dr. Chase. Kindly reinstate her license so that she can get on and do what she was meant to do.....help others!

Sincerely,

Susan Snow
[redacted]

Tom J. Walsh M.D.

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

June 9, 2020

Re: Georgene Chase D.D.S. reinstatement

Dear Board,
This letter is sent to again entreat the Dental Board to reinstate the dental license of Dr. Georgene Chase.

All six of my family members have benefited from Dr. Chase's dental skills and we have ongoing dental needs for which we wish her care.

I sent a letter to the Board several months ago describing my comprehension of her value to the community and her exemplary compassion. Please consider reviewing this correspondence.

My family and the northern Nevada community which Dr. Chase has served await your decision with hope.

Thank you for your consideration.

Sincerely,

Tom J. Walsh M.D.

[redacted]

September 19, 2018

To Whom It May Concern;

My name has been brought up as a patient implicating Doctor Chase for "treatment rendered without consent forms signed", which means without permission given. I have signed as many consent forms as visits I have made. The staff in the office at the time of Nichole Blankenship had a regular intent to cause mistakes of records and finances that brought problems onto Dr. Chase. I emphatically disagree with any punitive actions against Dr. Chase by the Nevada State Board of Licensing as a result of my care and my relationship with Dr. Chase, which by the way is still intact and healthy.

If you have any further questions my number is:

[redacted]

Doug Jones

[redacted]

State of Nevada
County of Washoe
This instrument was acknowledged
by DOUG B. JONES on Dec 19, 2019

BAERBEL A. BROWN
Notary Public, State of Nevada
Appointment No. 06-109078-2
My Appt. Expires Nov 13, 2022

purO3
ACTIVATED OXYGEN SKIN CARE

Thank you for your purchase!

Important Notes About Your Oil

If your PurO3 ozonated oil is liquid, chances are it exceeded a temperature of 85 degrees. This will not affect the potency of the oil. To solidify your oil, place it in the refrigerator for 1-2 hours. After that, your oils will remain a solid at normal room temperature. **Note:** PurO3 Castor, Sunflower and Hemp Oils will always be a thick liquid and will not solidify. Do not microwave. Oils can be softened by placing the jar in warm water.

About the scent: Ozone has a distinct smell that users either like or dislike. Ozonated oils pick up this scent during ozonation and it is released when applied to the skin or mouth. Jojoba and Coconut have a much milder scent while Olive, Avocado and Sunflower have a more intense scent because they hold more ozone. Hemp has the strongest ozone scent because it holds the most ozone. For more information, visit www.puro3.com/the-scent-of-ozonated-oils/

Ice Pack Information

Ice packs are included with each order and are designed to keep the oil cool for the beginning part of the journey. The ice pack is a white pouch that is wrapped with your jar of ozonated oil. You can usually reuse by placing the pack in the freezer.

Reward Points

Did you know that you can earn Points with each purchase you make when you have an account? Just sign up at **www.puro3.com** and every time you make a purchase, points will be added to your account that you can later use to get discounts or free jars.

Leave Us Feedback

We appreciate your reviews! Leave a review by visiting the product page at: **www.puro3.com** or by visiting our Amazon store.

Check out our Video Channel at www.youtube.com/puro3oils
Questions? Concerns? Let us know and we will take care of it for you.

What can ozonated oils do for you?

Ozonated oil is a gel, cream or liquid that can last for 10 years if kept refrigerated or around one year at room temperature. It is known to destroy bacteria, viruses, fungi, some parasites, venoms and poisons through oxidation, and helps stimulate new cell production through oxygenation. Doctors have reported that ozonated oil speeds the postoperative healing process by improving blood flow, reducing inflammation, preventing infection and reducing pain.

Because they contain no artificial chemicals, ozonated oils are far safer and more desirable than their drug counterparts, as they not only treat the condition but also stimulate immune cell production with no serious side effects. And unlike many antibiotics, the effectiveness of ozone oils won't decrease over time as viruses, fungi and bacteria won't become resistant.

Ozonated oils have been used for acne, allergies, bed sores, bee stings, burns, cuts, cellulitis, dermatitis, diaper rash, eczema, fungal infections, gingivitis, hemorrhoids, herpes simplex sores, insect bites, psoriasis, ringworm, skin yeast, toenail fungus and much more.

Why PurO3 is different

PurO3 uses only 100% organic oils. We use a cold process production method to ensure the highest quality product. Our oils are fully saturated, meaning they hold as much ozone as possible. All of our full size jars are glass to ensure no plastics leach into the oil.

We don't use preservatives or stabilizers so our oils are always simple, safe and pure.

Testimonials

"I am using this for gum inflammation / infections. My holistic dentist recommended ozonated olive oil for its bacterial fighting qualities. I am having good results and my gums are improving. I apply the oil around the gum line 3 -4 times per day. Also, I have used this on several sun spots that have come up on my arms. If you use it when they first appear, it really does help fade them." - Claire

"I have been applying it to my dogs nose. He has an over abundance of histamine and his nose has not crusted over and some hair is growing back. Very impressed." - Carla

"I have been using it mostly two times a day on my face, hands and any bites I have gotten this summer. Great results." - Roberly

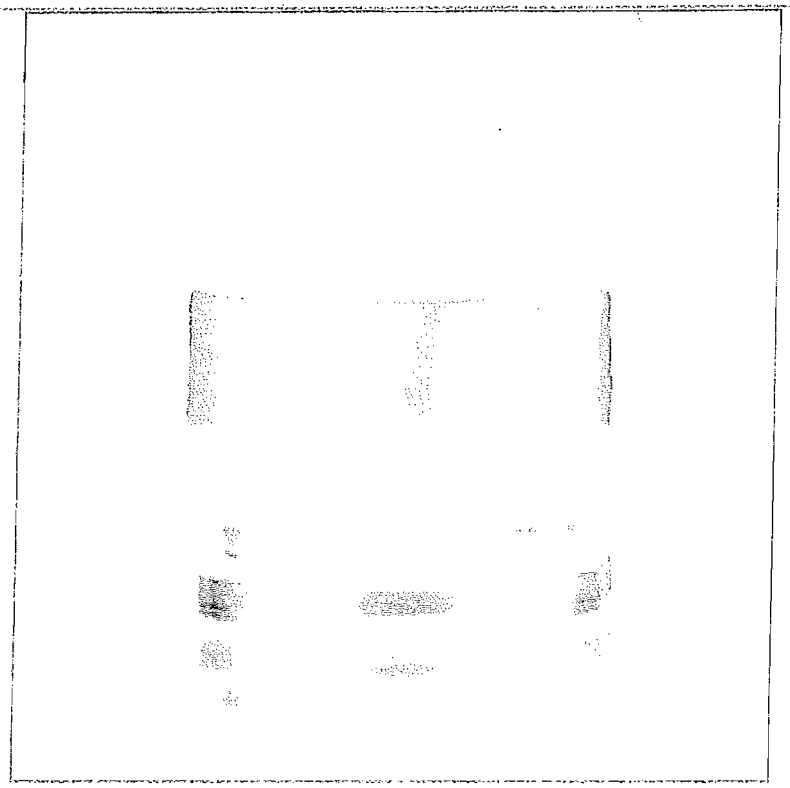
"Love it! Use it for every skin problem imaginable!" - Don

"These are wonderful products. I give the scented ones to clients if it has to go near the face and they comment on how wonderful the smell is without being too strong. And the glass jars are a bonus!" - Steve

"I really like the product. I use it each night before bed and each morning under makeup. My mother had a skin burn and I had her put it on the burn and she healed quickly. Thank you for the product." - Melinda

Disclaimer: This information is not intended as medical advice or as a replacement for consultations with your health professional. These statements have not been evaluated by the Food and Drug Administration. This is not intended to diagnose, treat, cure or prevent disease. If you are pregnant, nursing, taking medication or have a condition, consult your physician before using any product.

purO3



PurO3 Tooth & Gum Support Samples

$1.95

Try out PurO3 Tooth and Gum Support and find the right taste for you. Samples come in a 5 ml BPA-free container.

11 reviews

***Choose Sample:**

- ○ With Peppermint [SSTG-P]
- ○ With Peppermint and Stevia [SSTG-PS]
- ○ With Cherry and Stevia [SSTG-CH]

Quantity: 1

PurO3 Rewards

To Whom It May Concern;

My name is Eric Swanson. I did not make a complaint against Dr. Georgene Chase, MPH. She is a friend of mine and she has "given" dental services to me in the past, back to 2011. My latest visit to the SmileRestore office, a private non-profit, was with my son and his video crew to film my procedure for a documentary about aged people who can't get dental services. The debilitating condition many of us are left with is something this organization was trying to do something about.

During this visit, Dr. Chase gave me a sample of a product called Pure O3. It was ordered off the internet, and I was given a sample to take home for my personal use. No promises of any kind was made to me by Dr. Chase. I was treated with great kindness and respect for my choices. Also, I was instructed and cared for without this product as a part of my prescribed healing methods.

I asked for the sample, she gave it to me. I am uncertain how this "extra" kindness is a violation? Please tell me what motivates people to find reasons to interfere with my relationship with my friend and my Dentist.

I am a constitutionally minded citizen, and I take my freedoms very seriously. Who and why is this situation being used to blast a conscientious dentist with more education than most? I am not a disinterested person that can be used to admonish someone who has my best interest in mind.

Sincerely,

Eric Swanson

[redacted]

Photo of product attached!

Dr. Chase - CV

GEORGENE CHASE, D.D.S/ M.P.H

[redacted]

[redacted]

[redacted]

EXPERTISE

Extensive Surgical Background:

- Extractions
- Implants
- Bone Augmentation

Orthognathic/ Orthopaedic/ Orthodonics Removable & Fixed Appliance Therapy

Biomimetic Treatment Planning

Individual Assessment for Patient Care

Academic Integration and Application

PROFESSIONAL SUMMARY

Dental Director for two multi-location clinics: I have a reputation for initiating large projects and taking them to a profitable position in a short time. I have successfully written and developed two not for profit organizations; IRS approved 2011 & 2010.

- Comprehensive dental care delivered for 25+ years with heavy surgical experience.
- Leadership of professional associations, and development of organizational structure
- Teaching experience in the care of medically compromised patients and hospital dentistry

WORK EXPERIENCE

2011 - Current
Smile Restore
Reno, NV
Founder and Dental Director...

2005 - 2012
Georgene Chase, D.D.S./M.P.H.
Reno, NV
Private Practice Owner
Five Associates, Three Hygienist

2004 - 2004
Dr. Gary Hahn
Washington State
Business Consultant for Dentist Practice Sale

2003 - 2007
Academy of Biomimetic Dentistry
International Professional Organization
Founder & Charter Member

2003 - 2005
Dr. Troy Trobough

2002 - 2005
Dr. Owen Justice
Las Vegas, NV

2002 - 2003
Dr. William A. Russ, MPH

SKILLS

Administration Orchestration

Financial Goal Setting:

In-House CE Programming

Community Outreach

Extensive Speciality Clinical Applications

Implants

Orthodonics/Orthognathics

Comprehensive Care

Full Mouth Reconstruction

Biomimetic Restorations

Cosmetic Bonding and Veneers

Endodonics

Dental Implants

Small Diameter Implants

Standard Implants

Bone Augmentation

Alternative Treatment Planning For:

Medically Compromised

Financially Disadvantage

Professional and Personal Boundary Setting

Letter Writing

Basic Accounting Principles

Proficient with Microsoft Word

Confident Public Speaker

Self-Motivator

Adaptable

Creative

Stockton, CA

2000 - 2003 State of Nevada, Dept. of Corrections
Institutional Dentist & Acting Dental Director

EDUCATION

M.P.H in Health and Hospital Administration
UCLA, Public Health

Hospital Dentistry and ACLS
Sepulveda VA/UCLA

Dental Education in Care of Disabled
University of Washington, Seattle-Dental

Doctor of Dental Surgery
University of Southern California, Dental

Bachelor's of Science and Education
University of Nevada, Reno

TRAINING & CERTIFICATES

2018 5th Quarter Seminar: All-Ceramic Adhesion Bridge
Lake Tahoe, NV

2018 Oral and Periodontal Pathology
Reno, NV

2017 DentalXP-Implants
New York
300 hour Residency

2016 Biomimetic Dentistry Hands-on Workshop
Salt Lake City, UT

2015 Sleep Apnea, TMD Training
Gelb Center, New York
1 Year Residency

2007 Implants: San Diego Orthodontic Study Club
San Diego, CA

2007 Northern Nevada Dental Society

2005 - 2007	Dr. Song Seminar-Orthodontics
2006	Academy of Laser Dentistry
2006	Technology
2006	Dental Mat'ls/Practice Mgmt
2006	Multidisciplinary and Restorative Aesthetic
2006	Aesthetic Reconstructive Dentistry
2006	Are You Prepared for an Emergency (Part 1)
2006	NNDS/ADA Peer Review Workshop
2005	California Law and HIIPA
2005	Connection Between Oral Health and Systemic Well Being
2005	Infection Control and OSHA
2005	Orthodontic Symposium
2005	Weapons of Mass Destruction
2004	Anti-Microbial Therapies for Peria
2004	Dental Waterline Safety
2004	Herbes Labialis, Current Tx
2004	Alzheimer's Drug and Dental Considerations
2003	Certificate of Completion: Vertical & Horizontal Bone & Soft/Tissue Regeneration
2002	Certificate of Completion: SJorgren's Syndrome/Homestead Schools
2002	Certificate of Completion: Digital Radiography/Homestead Schools
2001	Certificate of Attendance: Care of Nursing Home Patients
1991	Certification in Endodontics: Dental Education Laboratory

1996 - 1997 Certificate in Orthodontics--AAGO

1995 Certificate in Implant Restoration

1992 Certificate in TENS Anesthesia

1992 Certificate in Nursing Home Care: Nursing Home Care Specialists, MO

1992 Certificate in Hospital Dentistry, Sepulveda Veterans Admin.

1992 Certificate in Dental Education: Care of Disabled & Medically Compromised Patients

1991 Certificate in Implantology

TEACHING & PUBLICATIONS

ASDA Monthly articles on the status of the Hospital and Institutional Dental Care and General Practice Residences

Florida Probe: Peria Protect System, Certified practicing dentist in Northern Nevada/ IMTEC Implant Corp: National Presenter for Mini-Implants

Florida Probe: Peria Protect System, Certified practicing dentist in Northern Nevada

1992 - 1995 Part-time Professor

UCLA Dental School

Clinical Professor, Special Patient Care Management, Medical and Physical Assessment for the RDH Program

1994 Lecture of NNDS on Managed Care Trends

1993 - 1994 Lecture Circuit for the CDA: Nursing Home

1989 - 1991 Teacher's Assistant

USC School of Dentistry

Dental Anesthesia with Dr. Stanley Malmood/ Human Behavior Management with Dr.Montgomery/ Special Patient Care with Dr. Roseann Mulligan

1990 Chicago Midwinter Dental Society Meeting: Table Clinic on TENS Anesthesia

1989

	USC Alumni: Dental Meeting, Table Clinic: Wheelchair Transfers with Dr. Sobel
Freshman Year	Alternate Delegate to American Student Dental Association
Sophomore Year	Second Delegate to American Student Dental Association Sophomore Year
Junior Year	First Delegate to American Student Dental Association
Senior Year	Consultant to Hospital Dentistry to the American Dental Association
	Published The Articles for American Student Dental Association Journal Each Year Century Club Award
	Student Life Committee Leadership Scholarship Dean's List for the Clinical Performance
	American Dental Association Professional Product Review Committee
1987	Student Teaching Wooster High School

ORGANIZATIONS, LEADERSHIP & AWARDS

Acetified Home Economist/Lobbyist for Educational Programs, State of Nevada

Advocacy for Dental Consumerism/Lobbyist for Greater Access, State of Nevada

San Gabriel Dental Society/ Membership Committee

Northern Nevada Dental Society

American Dental Association

California Dental Association

American Dental Association: Professional Product Review Committee

American Association of Gnathological Orthopedists

Retention West Los Angeles Dental Society: Grass Roots Political Loby

Dental Waterline Safety (2004)

Anti-Microbial Therapies for Peria (2004)

Weapons of Mass Destruction (2005)

Risk Management/California Law and HIIPA (2005)

Orthodontic Symposium (2005)

CPR Lady (2005)

Jin Song Orthodontic Symposium (2005)

California Law (2005)

Infection Control and OSHA (2005)

The Connection Between Oral Healthy and Systemic Well-being (2005)

NNDS/ADA Peer Review Workshop (2006)

Are You Prepared for an Emergency: Part 1 (2006)

Dr. Song Seminar (2006)

Aesthetic Reconstructive Dentistry (2006)

Multidisciplinary Aesthetic and Reconstructive Dentistry (2006)

Dental Mat'ls/ Practice Mgmt (2006)

Technology (2006)

Academy of Laser Dentistry (2006)

Northern Nevada Dental Society (2007)

San Diego Orthodontic Study Club/Implants (2007)

Grant awarded by W.I.C.H.E. for Dental Education ($28,000 scholarship)

USC Distinguished Clinicians for Most Electives

USC Century Club Scholarship for Student Leadership ($2,500)

USC Dean's List of Excellence for Clinical Performance (1991-1992)

Awards for Appreciation for Nursing Home Emergency (1994)

Award for Appreciation of Service from Rural Nevada Vocational Rehab

Award of Appreciation for Service from Victims of Violent Crimes

Award of Educational Service by Carson City Cancer Support Group

PERSONAL

Adopted Five Children

Enjoys Horse Riding

Gardening

Skiing

Camping

Strong Work Ethic

WREB

Agenda Items 5 & 6

WREB
A National Dental and Dental Hygiene Testing Agency

WREB Dental and Dental Hygiene Licensing Examination COVID-19 Options for 2020

WREB is an independent testing agency that develops, administers, and reports the outcome of practical clinical examinations administered to candidates for licensing in dentistry and dental hygiene. While aware of the needs of students and dental education programs, WREB's sole purpose is to provide state boards with examinations that have high reliability and are supported by a strong validity argument—examinations state boards can rely on to inform licensing decisions. For this reason, WREB is highly responsive to the needs and wishes of state boards that recognize its examinations.

- WREB Dental Examination options are described below (pp. 1-4).
- WREB Dental Hygiene Examination options are described on pp. 5-6.

WREB Dental Licensing Examination COVID-19 Options for 2020

Following are options state boards could consider in response to COVID-19:

Dental Examination without Change

WREB's standard dental examination which includes two simulations (Endodontics and Prosthodontics) and two patient-based sections (Operative Dentistry and Periodontics) in addition to the Comprehensive Treatment Planning (CTP) section will continue to be offered as soon as test sites again are able to schedule this type of examination. This option may not address the needs of state boards attempting to respond to the concerns of dental candidates and schools who wish to complete the licensure process within the next several months. Even when re-established, examination administration may be subject to interim restrictions. States that specifically require two patient-based restorative procedures and wish to reduce the burden on licensure candidates imposed by COVID-19 could safely accept WREB's Operative Section as it is scored and validated, which has demonstrated that candidate competency can be reliably assessed with more than 40% fewer patient-based procedures.[i]

CTP Only

WREB's CTP (Comprehensive Treatment Planning) Section[ii] is an ASCE (Authentic Simulated Clinical Examination) which requires the candidate to construct responses (as opposed to an OSCE in which the candidate selects responses from options, locations, or choices provided). The CTP ASCE is open-ended and graded by independent, anonymous examiners. It reveals candidate thinking and requires candidates to perform tasks that dentists perform and to make decisions that dentists make, all without choices they can select or cues of any kind. If acceptance of only an OSCE examination is being considered, then acceptance of WREB's CTP ASCE which is an even more authentic demonstration of relevant candidate knowledge, skill, and ability, should be considered.

COVID-19 Alternative Performance-based Simulation

Patient-based assessment has high fidelity. WREB is not abandoning patient-based assessment but continues to evaluate the validity and viability of assessment alternatives, including simulation. WREB has been developing simulations that soon may be able to replace patient-based assessment for Operative Dentistry and Periodontics, the last two patient-based sections of its current dental examination. These simulations are in development and undergoing review.

In the meantime, the advent of COVID-19 has placed students and their education programs in a difficult and frustrating position. Students need to graduate, move on, obtain employment, or begin their advanced dental education residencies; their education programs need them to graduate and move on in order accept a new entering class and appropriately advance the classes below them. COVID-19 associated risk and social distancing currently completely obstruct student ability to challenge the traditional, patient-based examination. While WREB understands that COVID-19 is creating a crisis for students, for dental education programs, and even for the profession, its singular purpose is to support the needs of state boards in their regulatory role and charge to protect the public.

Students and program directors recently have appealed to state boards and, not knowing exactly how long COVID-19 risk and need for social distancing might continue, state boards in a few states now have appealed to WREB for potential solutions they might consider along with suggestions they've received that include waiving clinical examination requirements altogether, waiving the patient-based sections of the clinical examination, granting a provisional license until the applicant is able to complete the full examination, acceptance of the DLOSCE in lieu of a practical demonstration of clinical skills, and variations of these.

In response and in addition, WREB has field-tested an alternative, performance-based simulation that could be required in lieu of its traditional patient-based Operative Section. This alternative included the field-testing of social distancing for both candidates and examiners.

In the simulation, each candidate is required to successfully perform both preparation and finish of a conventional Class II restoration on a molar and a Class III restoration on a central incisor. All procedures are performed, like they are for the Endodontics and Prosthodontics sections, in full simulation and with rubber-dam isolation. Results are assessed using established Operative Section criteria. Certain critical errors are preserved, and the passing cut-point remains unchanged. The simulation involves social distancing for both candidates and examiners and uses materials (simulation teeth and arches) which are readily available and with which candidates and their programs already are familiar.

This alternative for the Operative Section is intended to be a provisional solution for 2020 (COVID-19) only and is intended neither to replace WREB's patient-based Operative Section in 2020 for states that continue to require it nor to be the simulation WREB intends to offer in the future

when social distancing is not a concern and the validity of a more realistic and involved simulation can be demonstrated.

The second patient-based section of the current WREB dental examination is the Periodontics Section. This section assesses a candidate's understanding of periodontal diagnosis and ability to physically perform initial periodontal therapy (periodontal scaling and root-planing). However, this section already is elective, is not required for licensing in some states, and tests a physical skill that, increasingly, dentists do not themselves perform.[iii] The Periodontics Section, while valued by many states, is, by far, the least discriminating section of the entire examination.[iv] Also, important aspects of periodontal diagnosis and treatment decision-making (things dentists do and are expected to know how to do) already are well covered in the unique CTP Section of WREB's dental examination. State boards may decide to waive or postpone the patient-based Periodontics section until such time as it again may become available to applicants.

These are dental examination options that WREB currently is making available for state board consideration in this highly unusual year. It is assumed that any waiver or exception a state grants due to COVID-19 might be restricted to matriculated students of CODA accredited dental education programs graduating in the spring of 2020 and would not necessarily set a precedent for future years or apply to any other group of applicants. WREB recognizes that all these and related decisions reside with the state and depend on the Board or on the Board's advice to the state authority empowered to grant a variance due to current, emergent COVID-19 circumstances.

Logistic detail regarding the implementation of WREB's dental examination or any of the described alternatives depends on the capacity, limitations, and COVID-19 restrictions imposed by or on any host site where an examination is conducted.

WREB's standard dental examination which includes the fidelity associated with two simulations (Endodontics and Prosthodontics) and two patient-based sections (Operative Dentistry and Periodontics) in addition to CTP will continue to be offered as soon as test sites again are able to host this type of examination.

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[i] Fewer patient-based procedures were required to determine 4,457 candidate pass/fail outcomes for the Operative Section in 2018 (42.0% fewer) and 2019 (41.1% fewer). No significant difference was found between first and second procedure performance for candidates who scored at or above the cut-score on the first procedure. The second procedure added no significant contribution to the assessment of these candidates. Only four of these candidates failed the section despite demonstrating competence on the first procedure; all four scored close to the cut-score and three have already passed upon retake.

[ii] The CTP Section is the most comprehensive section of the WREB Dental Examination. It tests candidate knowledge, skills and abilities that cannot be readily sampled in other ways and includes assessment of meaningful aspects of every other section of the Examination. The CTP Section is designed to integrate the disciplines of dentistry in a practical, clinical way. The construction of appropriately sequenced treatment plans and item responses requires broad understanding of diagnostic, preventive and restorative dentistry, of endodontics, periodontics, and prosthodontics, as well as oral surgical, radiological, pediatric dentistry, and patient-management procedures, and understanding of the relationships between these procedures and their clinical application under various patient conditions.

The CTP Section is open-ended; it's an authentic simulated clinical examination (ASCE)—a practical, performance-based examination. It requires candidates to construct their responses unaided by cues, choices, or locations they can select. In many instances it requires candidates to perform the very tasks dentists perform and, for this reason, has extraordinary fidelity for a computer-based examination. Rigorous examiner training and calibration contributes to high outcome reliability for the CTP examination. And the large reservoir of examination cases, frequent case modification, and the permutation of cases in the forms used every year significantly enhance test security for the CTP examination. All combine to create a strong validity argument for using results of WREB's CTP examination to inform licensing decisions.

[iii] In 2013 74.6% of general practitioners in solo practice employed one or more dental hygienists. For general practitioners in nonsolo practice (including various forms of group practice, "corporate" practice, etc.) 92.2% work in situations where dental hygienists perform scaling and root-planing services. -ADA, Science and Research – Health Policy Institute, Data Center, Dental Practice.

Authors Thomas Wall, M.A., M.B.A.; Albert H. Guay, D.M.D. in their article *Very Large Dental Practices Seeing Significant Growth in Market Share*. Health Policy Institute – Research Brief. August 2015. Point out that:

- From 2002 to 2012, market share increased for dental firms with 20 employees or more, while dental firms with fewer than five employees experienced a decline in market share.
- During the same period, very large dental firms – those with 500 employees or more – also saw increases in number of establishments, number of employees and annual receipts.

The national 2018 Dental Practice Analysis conducted jointly by WREB and CRDTS suggests that dentists, themselves, now are performing very few scaling and root-planing procedures compared to dental hygienists. The 2017 Dental Hygiene Practice Analysis survey specifically asked how often certain procedures were performed by the dentist and 84.6% of respondents said the dentist performed these tasks Rarely or Never.

The average of all general dentists employing dental hygienists in 2013 was 77.2%. From 1990 to 2013 the average number of dental hygienists per dentist in the primary practice (among dentists employing dental hygienists) steadily increased. This trend has been continuing. More and more dentists are having dental hygienists perform basic periodontal services and are using more dental hygienists per capita to do this. Dentists, themselves, are doing fewer and fewer of these tasks. Assessing these skills for dentists, now, may not be supported by the practice (task) analyses that underpin the design of a valid dental licensing examination.

[iv] Evidence in favor of non-requirement includes exceptionally high proportions of candidates performing extremely well on the Periodontics section. Most of the candidates who do fail the Periodontics section multiple times have also failed at least one other section multiple times. Only four (4) out of almost 13,000 (i.e., 0.03%) candidates from 2011 to 2016 remained unsuccessful due to Periodontics Section failure.

WREB Dental Hygiene Licensing Examination COVID-19 Options for 2020

The following are options state boards could consider in response to COVID-19:

Dental Hygiene Clinical Examination (patient-based)

WREB's standard dental hygiene examination includes the following components:

- Patient Qualification
- Extraoral/Intraoral Examination
- Calculus detection and removal
- Tissue Management
- Periodontal Assessment
- Professional judgment

Many Candidates are still faced with completing educational requirements and CODA has approved alternative methods to have students complete their didactic and clinical requirements. The COVID-19 pandemic has touched everyone; however, some dental hygiene programs are seeing more restrictive state policies being implemented than similar programs in other states. Because of these inconsistencies, the time period for completion of dental hygiene requirements will vary by state; some programs are being postponed for several weeks and others for several months.

In the interim, and at the request of educators, WREB has rescheduled all Dental Hygiene, Local Anesthesia, and Restorative examinations. Taking a clinical examination is still a viable option, as WREB anticipates Candidates will still want an examination that allows them greater portability than licensure in a single state.

WREB is acutely aware of the risks associated with COVID-19 but is well prepared and capable of adjusting our exam protocol to adhere to national and state regulations without risking the integrity of the exam or the safety of the candidates, patient, and examiners.

Comprehensive Written Dental Hygiene OSCE Component

WREB understands that for many states, the current patient-based clinical examination may not fit the current needs of state boards seeking alternative pathways for dental hygiene licensure. COVID-19 associated risks along with social distancing, impede a student's ability to challenge the traditional, patient-based examination. WREB understands that COVID-19 is creating a crisis for students, for dental hygiene education programs, and even for the profession, and is prepared to serve as a resource for our member state boards and committees during this crisis and provide alternative testing methods while still maintaining the fidelity of our examinations.

WREB is developing a dental hygiene written OSCE that includes dental hygiene components that are essential for safe practice while testing a candidate's knowledge about dental hygiene care. This examination is an accumulation of beta-tested dental hygiene items that have been used in

other WREB examinations and are psychometrically sound. The examination may serve as an alternative to a patient-based examination for licensure. WREB is prepared to administer this examination on site at each school with our own equipment utilizing social distancing protocols Utilizing testing centers will not be necessary.

The process of treating a patient's oral health not only requires good instrumentation skills, but also possessing an aptitude for making correct treatment decisions. Critical thinking skills are important in the assessment of the patient's needs and to accurately develop a care plan that reflects a patient's individualized care. These steps form the foundation for dental hygiene treatment which ultimately leads to healthy outcomes and improvement in health.

The WREB Dental Hygiene OSCE is a multiple-choice written component that assesses these multi-faceted components of dental hygiene care. This is a comprehensive overview of dental hygiene knowledge, radiographic interpretation, AAP staging and grading, extra and intra oral assessment and risk assessment, care plan development, and assessment and treatment of the periodontium. The exam is an avenue to test the skills of an entry-level student, either replacing the current clinical examination or in conjunction with a clinical licensure exam should a state board want an additional assessment examination.

WREB Dental Examination Options Under COVID-19

Option	Exam Type	Description	Availability
WREB Comprehensive Treatment Planning Exam	Written Authentic Simulated Clinical Examination(ASCE)	Constructed response exam requiring students to perform tasks and make decisions with high fidelity to dental practice. For states considering an OSCE examination only as a pathway to licensure WREB's CTP ASCE is a more authentic demonstration of relevant candidate knowledge.	Most candidates completed this exam in the Fall of 2019. For those that have not, they can complete it as soon as Prometric Testing Centers open again. Projected to be May 1, 2020.
Traditional WREB Patient Based Examination	Traditional exam requiring demonstration of skills on a mannikin for Endodontic and Prosthodontics and on a patient for Periodontics and Operative and the written CTP (ASCE) exam.	Although many states require completing two procedures for the Operative section WREB has demonstrated that candidate competency can reliably assessed with 1 patient. For states that require 2 procedures currently they could relax the requirement to require only one procedure.	Depends on the event line of COVID-19; circumstances will vary widely across sites and require willing patients and available volunteers, freedom of air travel, available lodging, etc.
COVID-19 Alternative Performance Based Simulation	Written Authentic Simulated Clinical Examination(ASCE) exam and mannikin based Operative, Endodontics and Prosthodontics sections	Candidate is required to successfully perform both preparation and finish of a conventional Class II restoration on a molar and a Class III restoration on a central incisor. All procedures are performed, like they are for the Endodontics and Prosthodontics sections, in full simulation and with rubber-dam isolation. Results are assessed using established Operative Section criteria. Certain critical errors are preserved, and the passing cut-point remains unchanged.	Can begin as soon as June depending on CDC recommendations, local conditions, etc. Will be administered utilizing appropriate social distancing protocols

WREB Dental Hygiene Examination Options Under COVID-19

Option	Exam Type	Description	Availability
Dental Hygiene Clinical Examination	Patient Based Examination	WREB's standard dental hygiene examination includes the following components: Patient Qualification; Extraoral/Intraoral examination, Calculus detection and removal, Tissue Management, Periodontal Assessment and Professional Judgment.	Depends on the event line of COVID-19; circumstances will vary widely across sites and require willing patients and available volunteers, freedom of air travel, available lodging, etc.
Comprehensive Dental Hygiene OSCE	Written Exam	The WREB Dental Hygiene OSCE is a multiple-choice written component that assesses these multi-faceted components of dental hygiene care. This is a comprehensive overview of dental hygiene knowledge, radiographic interpretation, AAP staging and grading, extra and intra oral assessment and risk assessment, care plan development, and assessment and treatment of the periodontium. The exam is an avenue to test the skills of an entry-level student, either replacing either replacing the current clinical examination or to be administered in conjunction with a clinical licensure exam should a state board want an additional assessment examination.	Can be administered beginning in June of 2020.

Interim Dental Hygiene Comprehensive OSCE for COVID-19

Hello Dental Hygiene Directors and Educators,

Many of you have reached out to WREB requesting information about the WREB Dental Hygiene Objective Structured Clinical Examination (OSCE), and specific content of the examination. WREB is working on finalizing a Candidate Guide that will be available for educators and students.

The WREB OSCE has been developed to address the need for an alternative to the patient-based clinical examination, in response to the COVID-19 pandemic. A Candidate should confirm that the OSCE is a pathway for licensure in the state where they are seeking employment.

This multiple-choice written examination will be administered onsite by WREB personnel at designated dental hygiene schools. Proctoring the examination at a school will allow Candidates to take the examination earlier and also eliminate the burden of having to register and travel to a testing center. Social distancing and infection prevention protocols will be followed in the exam's administration.

The WREB base fee for the examination is $450.00. In addition to the base fee, each school may also assess a school use fee, which may be different site to site. Candidates already registered for the patient-based exam will receive a refund of the difference in fees. If not registered, Candidates will need to email the WREB office (hygieneinfo@wreb.org) to assist them with registration. WREB staff will send notifications via email with details regarding their schools schedule and testing session information.

The exam will be administered in sessions, with the actual examination time scheduled for two hours. Initially, results will not be available onsite. Candidates will generally have access to their results within a few days after completing the examination. **However, the timing for receiving results may be 4-8 weeks longer in the earliest part of the examination season, until a sufficient quantity of data has been collected to confirm the adequacy of equating, which ensures fairness across multiple test forms.** Candidates will receive an email notification that results have been posted to their confidential profile.

CONTENT

The OSCE is comprised of multiple-choice items that include dental hygiene components that are essential for safe practice. The topics tested are based on the protocols and concepts required as educational and performance standards by the American Dental Association, the American Dental Hygiene Association and the Council on Dental Accreditation. A Candidate should be familiar with these principles and be able to demonstrate entry-level competency in identifying common intraoral conditions, as well as the extent and severity of bone loss.

Treating a patient's oral health not only requires good instrumentation skills, but also possessing an aptitude for making correct treatment decisions. Critical thinking skills are important in the assessment of the patient's needs and to accurately develop a care plan that reflects a patient's individualized care. The following categories (including an overview of topics within the categories) reflect the components of dental hygiene care that are important and tested on the examination.

Category
Medical History • Interpretation of medical history and systemic conditions • Systemic conditions (i.e., diabetes, heart)
Risk Assessment • ASA Classifications • Caries • Risk factors
Extraoral and Intraoral Assessment (Images) • Recognition of oral conditions
Periodontal Assessment Periodontal Evaluation • AAP (staging and grading) • Classification of furcation • Clinical attachment loss • Types of gingival diseases Dentition Evaluation • Abscesses • Occlusal trauma Radiographic Interpretation (Images) • Recognition of types of bone loss • Extent of bone loss
Dental Hygiene Care Plan Dental Hygiene Diagnosis • Documentation • Patient recare • Dental hygiene aids • Non-surgical periodontal treatment • Outcomes • Fluoride, fluoride varnish • Local anesthesia • Teeth whitening
Instrumentation • Instrumentation technique • Ultrasonic Instrumentation • Implants • Air and rubber cup polishing
Tissue Management

ADEX

Agenda Item 7

THE COMMISSION ON
DENTAL COMPETENCY
ASSESSMENTS

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Yearly Archives: 2020

ADEX Approves Non-Patient Clinical Examination Option for Dental Hygiene

For immediate release, May 21, 2020 | Linthicum Heights, MD

Direct inquiries to sbeeler@cdcaexams.org

Back to CDCA Newsroom

Exam Provides Psychomotor Performance Evaluation

The Commission on Dental Competency Assessments (CDCA) will soon be able to offer dental hygiene licensure candidates a new option to demonstrate readiness for practice. The American Board of Dental Examiners (ADEX) approved the use of a typodont for clinical examinations last week after reviewing an analysis and feasibility study. Read the ADEX announcement here.

The ADEX Dental Hygiene Committee approved the manikin-based option for use in the Patient Clinical Treatment Exam (PTCE) is a response to the COVID-19 crisis should states wish to require a psychomotor demonstration of skills in the absence of patients. The ADEX Examination for Dental Hygiene licensure is made up of two parts, the PTCE and the Computer Simulated Clinical Examination OSCE (CSCE OSCE). Examinations using the approved typodont will be available in early July through CDCA.

Earlier this spring the ADEX Dental Examination Committee approved use of the CompeDont™, a psychometrically validated simulated tooth, for use in the Restorative Examination for dentistry.

At least 11 states already permit the use of a manikin for dental hygiene examinations and/or accept the CSCE OSCE only for licensure. States seeking support in making these decisions are encouraged to contact the CDCA as representatives will be made available to participate in conference calls and meetings. The typodont is also approved for use in Periodontal Scaling assessments for dental licensure candidates.

ADEX

Agenda Item 7 & 8

ADEX

AMERICAN BOARD OF DENTAL EXAMINERS, INC.

William Pappas, D.D.S., President
Jeffery Hartsog, D.M.D., Vice-President
Conrad McVea, III, D.D.S., Secretary
Renee McCoy-Collins, D.D.S., Treasurer
Bruce Barrette, D.D.S., Past President

April 29, 2020

Nevada State Board of Dental Examiners
D Kevin Moore, DDS, President
6010 S Rainbow, Blvd, Suite A-1
Las Vegas, NV 89118

Dear President Moore:

On April 2, 2020, the ADEX Dental Examination Committee evaluated the results of a mode effects study evaluating the CompeDont™ tooth as a potential restorative simulated examination platform. The research design of the mode effects study was developed in collaboration with independent psychometricians, and six dental schools throughout the United States. A mode effects study is the appropriate required methodology when proposing an alternate examination process. The tooth has been in development for over three years, and the attached report contains the results of that study. This project was not undertaken in response to the COVID-19 pandemic and was scheduled to be reported to the ADEX member dental boards this August, but since the results have been finalized, they are being provided to you. As a result of the study outcomes, representatives from 30 ADEX member dental boards voted 29-1 to allow the restorative procedures in the ADEX Dental Examination process to be completed on either a live patient or the CompeDont™ tooth.

As part of this process all of the other available typodont teeth, both with and without caries, were evaluated and found to be an inadequate examination simulation. Unlike the CompeDont™ tooth, which has enamel of the same hardness and character of a natural tooth, caries which are variable, transitioning from infected dentin to affected to dentin to sclerotic dentin, and propagates along the DEJ as in a natural tooth, the other available typodont teeth were the same or similar to teeth used in D1 and D2 preclinical training and do not simulate a natural tooth. The CompeDont™ tooth allows administration of the ADEX examination, and all restorative criteria evaluated, just as with the patient.

We know many of our member dental boards are being petitioned to alter examination standards and content. In addition, graduation requirements may be reinterpreted and adjusted which might allow reduced clinical training. ADEX understands that the psychomotor performance examinations become even more important in this environment. ADEX would not consider an off-the-shelf solution which would not offer an examination that would identify the competency issues that are currently tested, or merely reproduce an exercise used in pre-clinical training in dental school. We are pleased to be able to offer for consideration a valid non-patient alternative for those dental boards that would want such an alternative. There would be no PPE requirements, no infectious aerosol, but all of the grading criteria, including preparation modification evaluation, remain in place. The CompeDont™ will provide a challenge in both preparation and restoration for the Class II and the Class III, and are available only to the ADEX testing agencies, the Commission on Dental Competency Assessments (CDCA) and the Council of Interstate Testing Agencies (CITA).

For the Dental Periodontal Scaling Exercise and the Dental Hygiene Clinical Examination (including periodontal probing, calculus detection and calculus removal), the psychometric analysis for a feasibility study will be presented to the ADEX Board of Directors for evaluation and possible adoption of manikin examinations to serve those needs at a properly noticed meeting on May 15, 2020. ADEX will provide you with the analysis and the results of that meeting as soon as possible after that meeting.

1930 Village Center Circle, 3-386 • Las Vegas, NV 89134
Telephone (503) 724-1104
OFFICE@adexexams.org
www.adexexams.org

If you choose to utilize the CompeDont™ for these challenging times or you would like to move to a patient free examination, the ADEX examination offers the most widely accepted, independent examination for the dental profession. Please contact the ADEX office or our testing agencies, CDCA and CITA, for more information on how to bring the CompeDont™ to your state.

Very Truly Yours,

William G. Pappas, D.D.S.
President, ADEX

Attachment

WGP/kk

ADEX

Agenda Item 8

ADEX
AMERICAN BOARD OF DENTAL EXAMINERS, INC.

William Pappas, D.D.S., President
Jeffery Hartsog, D.M.D., Vice-President
Conrad McVea, III, D.D.S., Secretary
Renee McCoy-Collins, D.D.S., Treasurer
Bruce Barrette, D.D.S., Past President

ADEX™ Approves Use of Typodont In Dental Hygiene and Dental Periodontal Scaling Clinical Licensure Examinations

2020 ADEX™ Press Release

For Release: May 18, 2020
Email Inquiries: office@adexexams.org

LAS VEGAS, NEVADA — The American Board of Dental Examiners, ADEX™, has approved the use and offering of a selected typodont as an option in the dental hygiene licensure examination and the dental periodontal scaling challenge. The typodont selected will be used in calculus detection, calculus removal, and periodontal probing exercises for the ADEX Dental Hygiene Patient Treatment Clinical Examination after completing a feasibility study under the supervision of ACS Ventures, LLC. This will offer dental hygiene licensure boards/agencies the choice to accept this non-patient professional proficiency demonstration or continue to accept the patient required participation for dental hygiene.

Further, the feasibility study included analysis of periodontal scaling proficiency utilizing the selected typodont and was accepted by the ADEX Board of Directors to be offered as an option for the periodontal scaling exercise part of the ADEX Dental Licensure Clinical Examination. This too would give licensure boards, that intend to accept a non-patient clinical assessment of candidates for licensure, an option for such acceptance of demonstrated proficiency.

"While facing circumstances as a result of the COVID-19 crisis, ADEX has endeavored to critically and psychometrically provide licensing jurisdictions options given the current conditions in delivery of dental education, dental treatment, and independent dental skills evaluation. With the previous addition of the CompeDont™ to the ADEX™ dental testing repertoire, licensure boards and agencies have additional non-patient assessment modalities upon which to aid in licensure evaluation during these unprecedented times. These hands-on skill assessments are joined by our computerized Objective Clinical Simulated Examination (OSCE) in both dentistry and dental hygiene, the longest running, continually maintained OSCE in the dental profession in North America," said ADEX President William G. Pappas, D.D.S. "ADEX™ has taken additional steps in dental hygiene by approving and offering both patient and non-patient demonstration options, if desired by licensing boards, to meet the current unique obstacles presented by the COVID-19 crisis," added Beth Jacko-Clemence, R.D.H, and Chair of the ADEX Dental Hygiene Examination Committee. This committee utilized practicing licensed hygienists, hygiene educators, and hygiene students to conduct the feasibility study prior to acceptance and adoption of the use of this particular typodont for examination purposes.

The offering of the typodont based dental hygiene examination and typodont based dental periodontal scaling exercise will commence this summer in the examination series currently scheduled to resume by both The Commission on Dental Competency Assessments (CDCA) and the Council of Interstate Testing Agencies (CITA). As always, it will be at the discretion of state licensing boards/agencies whether to accept these additional offerings in testing modality.

For any questions about the ADEX™ examination please contact: ADEX™ at office@adexexams.org For questions about the administration of ADEX examinations, please contact The Commission on Dental Competency Assessments at: www.cdcaexams.org or the Council of Interstate Testing Agencies at www.citaexam.com

ACS VENTURES

BRIDGING THEORY & PRACTICE

CDCA Typodont Evaluation Report for the ADEX Dental Hygiene Examination

May 29, 2020

Prepared by:
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Introduction

In April 2020, the Commission on Dental Competency Assessments (CDCA) conducted a product evaluation of a simulated patient (i.e., typodont). The evaluation was designed to determine the suitability of the typodont for use in a clinical skills (i.e., psychomotor skills) assessment for dental hygiene candidates. The results of the evaluation include the summary judgements of 30 subject matter experts (SMEs) who were each provided a typodont and a web based survey for data collection on their experience and perceptions. The CDCA identified ACS Ventures, LLC (ACS) to assist with the design of the product evaluation study and then independently analyze the results. This report summarizes the methodology, results, and conclusions of the study.

Study Method

To determine the feasibility of using a typodont in the assessment of prospective dental hygienists, multiple sources of validity evidence were collected and analyzed. This evidence consisted of a review of the content and response processes, reliability, and fairness. Content and responses processes were specifically aimed at the degree to which the typodont represents actual practice and the degree to which tasks and scoring criteria remain consistent between modes. It is both pragmatic and a matter of industry expectations (AERA, APA, & NCME 2014) to evaluate the effect of adding or transitioning to a new administration mode. The use of a typodont in the assessment represents a potential, additional mode option if jurisdictions are not able to administer the current examination.

The pursuit of the validity evidence is in service to two evaluation questions: Does the proposed mode result in technical characteristics that are comparable to the current mode? Does the proposed mode yield comparable evidence to support conclusions about entry level competency?

The study consisted of 30 SMEs who served as field test participants. They completed periodontal probing before and after treatment (i.e., instrumentation), calculus detection, and calculus removal skills on the typodont. These field testers included students, dental hygiene faculty, and practitioners.

Quantitative Data Analyses and Summary

The quantitative data collected were with respect to the amount of agreement among SMEs regarding the pocket depth determined both pre- and post-treatment, and the presence and size of calculus deposits prior to scaling. These data were evaluated for the percent of interrater agreement on each of these skills and were observed to be relatively high (from 82% to 95%). This source of reliability informs readers as to the consistency of the SME judgements for each skill evaluated in this study. In addition, historical reliability data regarding probing, detection, and removal were used to check the reasonableness of the new findings. These data are presented in the following table.

Table 1 – Periodontal probing, calculus detection, and calculus removal agreement results

	Field Test	2018	2016
Perio probing – Pre-treatment (+/- 1 mm)	93%	96%	95%
Perio probing – Post-treatment (+/- 1 mm)	95%	N/A	N/A
Calculus detection – Presence and absence (S/M/L)	82%	85%-91%	86%-90%
Calculus detection – Presence and absence (M/L only)	85%	N/A	N/A
Calculus detection – Presence and absence (L only)	92%	N/A	N/A
Calculus removal	92%	91%	N/A

As shown in the table, the calculus detection analysis was performed for different combinations of deposit sizes. Small, medium, and large deposits are represented by the letters S, M, and L, respectively. The least amount of agreement was found in the calculus detection activity when all three sizes of deposits were included in the rate. This rate represents a relatively high rate of agreement and is within 4% of the historical rates of comparison. When deposits were limited to just the medium and large, or just large, the level of agreement increases. Additional discussion of deposit size is included in the next section of this report.

The periodontal probing analysis was performed as a strict interrater agreement rate using the most prevalent examiner rating (i.e., mode) as the reference criterion. For this analysis, SMEs were determined to have agreed when they agreed with each other to a tolerance of plus or minus one millimeter. This metric was chosen as an alternative to a measure of agreement with the intended pocket depth suggested by the typodont manufacturer given. In approaching the analysis in this way, we were able to replicate the current practice on the patient-based examination.

Qualitative Data Analysis and Summary

Field testers were also asked to complete a qualitative survey regarding their experience with and perceptions of the typodont. This survey consisted of three question types: dichotomous questions for which a yes or no choice must be made; a 5-response option Likert rating from strongly disagree to strongly agree; and open ended comment questions, some of which were prompted by a "No" response from questions of the first type.

The survey aimed to collect data in six categories: Calculus Detection; Calculus Removal; Tissue; Periodontal Probing; Typodont Teeth; Ultrasonic Usage. The data were analyzed by category, response type, and SME type (non-student and student). The yes or no questions were with respect to the operational aspects of the typodont and were generally answered favorably across all categories. The Likert items were designed to measure the degree to which the SMEs believed the experience was realistic. The most prevalent responses to these survey questions were "Agree" and "Not ideal, but sufficient." Finally, the open-ended comments were coded and counted. The recurrent comments were split between favorable and unfavorable across categories expressing a neutral disposition toward the typodont.

The following highlights the qualitative survey results:

Calculus Detection

- Realistic feel of calculus deposits? – Yes (73%), No (27%)
- Realistic placement? – Yes (87%), No (13%)
- Detection similar to that of a patient? Agree (30%), Sufficient (37%), Disagree (33%)
- Respondent Comments:
    - Calculus is too smooth
    - Stiffness of the tissue limited accuracy
    - Calculus deposits difficult to detect
    - Burnished/small deposits were difficult to detect

Calculus Removal

- Deposits come off in layers? – Yes (80%), No (20%)
- Realistic using hand instruments? – Yes (77%), No (23%)

- Removal similar to that of a patient? Agree (57%), Sufficient (23%), Disagree (20%)
- Respondent Comments:
    - Tooth material came off with hand scaling
    - Calculus behaved realistically
    - Teeth became loose/fell out
    - Teeth were soft

Tissue

- Did the sulcus remain intact after scaling? – Yes (90%), No (10%)
- Could you damage the tissue while hand scaling? – Yes (60%), No (40%)
- Tissue simulates the gingiva found with a patient? Agree (33%), Sufficient (33%), Disagree (33%)
- Respondent Comments:
    - Impressed with tissue
    - Tough/rubbery tissue
    - Not realistic
    - Realistic tissue

Periodontal Probing

- Distinguish between enamel and cementum? – Yes (53%), No (47%)
- Mobility during scaling? – Yes (37%), No (63%)
- Teeth similar to that of a patient? Agree (37%), Sufficient (27%), Disagree (36%)
- Respondent Comments:
    - Tooth/teeth came out
    - Teeth are soft
    - Teeth did not move when scaled
    - Did not have gloss or sheen as expected

Typodont Teeth

- Distinguish between enamel and cementum? – Yes (53%), No (47%)
- Mobility during scaling? – Yes (37%), No (63%)
- Teeth similar to that of a patient? Agree (37%), Sufficient (27%), Disagree (36%)
- Respondent Comments:
    - Tooth/teeth came out
    - Teeth are soft
    - Teeth did not move when scaled
    - Did not have gloss or sheen as expected

Ultrasonic Usage

- Eleven SMEs in the study an ultrasonic scaler.
- Was there any negative effect on the tissue with the ultrasonic? Yes (0%), No (100%)
- Was there any damage to the tooth surface by the ultrasonic? Yes (36%), No (64%)
- Calculus removal experience was similar to a patient? Agree (55%), Sufficient (37%), Disagree (9%)
- Respondent Comments:
    - Teeth are soft
    - Realistic

Conclusions

Regarding the technical characteristics of the current mode, examiner agreement for probing, calculus detection, and calculus removal was comparable with historical rates. Regarding the degree to which the mode yields comparable evidence to support conclusions about entry level competency, the study found that small and some medium deposits were more difficult to detect and may not represent entry-level skills.

The qualitative data indicated that, with some caveats noted in ratings and comments, the typodont was realistic. Field tester responses to the survey questions were a mixture of favorable and unfavorable ratings which were significantly skewed towards favorability. Therefore, the collection of evidence supports use of this typodont in ADEX examination exercises for jurisdictions that may want to offer both a psychomotor performance examination and a fully non-patient licensure pathway. Notwithstanding this conclusion, the data also suggests that a patient-based demonstration of clinical skills remains a superior comparative option.

References

American Educational Research Association (AERA), American Psychological Association (APA), & National Council on Measurement in Education (NCME) (2014). *Standards for educational and psychological testing*. Washington, D.C.: American Educational Research Association.

ACS VENTURES

BRIDGING THEORY & PRACTICE

CDCA High Fidelity Restorative Simulation Mode Effects Study

April 20, 2020

Prepared by:
Susan Davis-Becker, Ph.D. &
Chad W. Buckendahl, Ph.D.

Introduction

In 2019, the CDCA began data collection for a study to evaluate a new type of simulated tooth – the CompeDont™ DTX High Fidelity tooth – as a possible alternative for the demonstration of skills in the ADEX dental licensure examination. Although development of the tooth had been occurring for a few years prior, this was the first larger scale effort to review the performance in a testing setting. The CDCA identified ACS Ventures, LLC (ACS) to evaluate the fidelity of this tooth through a mode effects study where use of this CompeDont™ tooth in a examination setting was compared to traditional examination results. A mode effects study is designed to evaluate examinees' performance on knowledge, skills, or abilities that are administered in more than one format or mode. Common types of mode effects studies are ones that compare a testing program that is administering a test using paper-pencil and computer-based formats. For a clinical skills demonstration, the administration modes being compared in this study are a simulated tooth in a typodont versus a natural tooth in a patient. Specifically, this evaluation compared candidate performance, types of errors, and rater agreement. This report summarizes the results of this study.

Data and Analyses

In Fall 2019, the CDCA partnered with six dental schools to conduct pilot administrations of the Anterior Restoration procedure (inclusive of preparation and restoration) of the ADEX examination using the CompeDont™ tooth. In total, 548 examinees completed the Anterior Restoration. Examinees represented a diverse group of students from schools selected from multiple geographic regions. In addition, 238 of these examinees (43%) also completed the Posterior Restoration part of the ADEX examination on a patient (i.e., standard administration conditions) as a point of comparison. Across the six administration sites, 66 trained and calibrated examiners participated in the study by evaluating the performance on CompeDont™ and/or natural teeth.

Posterior Restoration

Because this was a pilot exam set up for the mode effects study, the first focus of the analysis was on the Posterior Restoration tasks that 43% of the examinees completed using a patient as they would in the current operational examination. The purpose of including this element in the study was to determine how performance in the pilot exam compared to an operational exam environment. Specifically, the results from this administration allow for a direct comparison to the results from the 2019 and 2018 operational examination results (e.g., pass rate, types of errors). The results (see Table 1) indicate the pass rate for the pilot exam was slightly lower than the 2019 examinations (5% lower) and the 2018 examinations (3% lower). This observation may be due to variation in the sample of examinees relative to the population. In addition, this may also be somewhat influenced by the timing of the study occurring a few months earlier in the training program than when candidates generally take the examination.

Looking closer at the performance of examinees, the most frequent errors were identified from each administration mode. For the preparation part of the task, the same three errors (Caries, Gingival Contact, Adjacent Tooth Damage) were the most frequent for both the pilot exam and the operational examinations. For the restoration part of the task, there were two consistently frequent errors – interproximal contact and margin excess. Finally, the rater agreement (i.e., how often ratings were confirmed) was consistently high between the operational administrations and the mock exam. This collection of evidence suggests that examinees performed similarly in this pilot exam as they would on an operational examination with a slightly lower pass rate. Therefore, even though the new CompeDont™ tooth was tested in a pilot exam (not an operational one), the results are likely to be comparable to those from an operational exam.

Table 1. Comparison of Posterior Restoration Results – Pilot Exam vs. 2018/2019 Operational Exams

	Mock Exam	2019 Operational Exam	2018 Operational Exam
Pass Rate	90%	95%	93%
Most Frequent Errors – Preparation	Caries Gingival contact Adjacent tooth damage	Caries Gingival contact Adjacent tooth damage	Caries Gingival contact Adjacent tooth damage
Most Frequent Errors – Restoration	Interproximal Contact-open/irregular Margin Excess Centric/Excursive Contacts	Interproximal Contact – open irregular Margin Excess Margin Deficiency	Interproximal Contact – open/irregular & closed Margin Excess Margin Deficiency
Rater Agreement	98%	98%	98%

Anterior Restoration

All Anterior Restorations were performed on the CompeDont™ tooth and, given the comparability of the pilot exam results for the Posterior Restoration, the results of this administration were compared to those from the 2018 and 2019 operational administration (see Table 2). The pass rate for the CompeDont™ tooth was meaningfully lower than the 2019 and 2018 examinations (15% and 14% lower, respectively). When examining performance on the preparation task, two types of errors (Caries Remaining and Outline Extension) were the most common for both the CompeDont™ tooth and operational administrations. For the restoration task, the same three errors were common between modes: Margin Excess, Interproximal Contact, and Margin Deficiency. Finally, the rater agreement was consistently high between the operational administrations with the patient and the pilot exam with the CompeDont™ tooth. This collection of evidence suggests that the CompeDont™ tooth was a similar, but more challenging, task for the examinees. Additional analysis to understand the differences in pass rates is described in the next sections of this report.

Table 2. Comparison of Anterior Restoration Results – CompeDont™ Tooth Pilot Exam vs. 2018/2019 Operational Exams

	CompeDont™ Tooth – Pilot Exam	2019 Operational Exam	2018 Operational Exam
Pass Rate	80%	95%	94%
Most common Errors – Preparation	Caries Remaining Outline Extension Axial Walls	Caries Remaining Unrecognized Exposure Outline Extension	Caries Remaining Gingival contact Adjacent tooth damage Outline extension
Most common errors – Restoration	Margin Excess Interproximal contact – open/irregular Margin Deficiency	Interproximal Contact – open/irregular Margin Excess Margin Deficiency	Interproximal contact – open/irregular Margin Excess Margin Deficiency
Rater Agreement	97%	98%	98%

To better understand the differences observed in the pass rates, the results from the CompeDont™ tooth were further explored to determine why 20% of the examinees in the sample failed the Anterior Restoration task. Table 3 shows the specific frequency by which the most common errors were observed for the preparation and restoration tasks between the CompeDont™ tooth-mock exams and the 2018 operational exam. The most notable difference is in the frequency by which a Caries Remaining error was

observed in the preparation task – 15% with the CompeDont™ tooth compared to less than 1% in the 2018 operational exam. To ensure this was not an artifact of the pilot exam situation, the frequency of Caries Remaining was evaluated for the Posterior Restoration. The 2018 operational administration resulted in 1% of examinees having a Caries Remaining error while the pilot exam showed 2.5% having a Caries Remaining error. Therefore, the difference observed in Table 3 is not an artifact of the study but rather likely due to intended design characteristics of the tooth that are further discussed next.

Table 3. Comparison of Error Frequency – CompeDont™ Tooth Pilot Exam vs. 2018 Operational Exam

	CompeDont™ Tooth – Pilot Exam	2018 Operational Exam
Preparation		
Caries	15%	<1%
3 Sub Rule: Outline Extension, Gingival Clearance, Axial Walls	7%	<1%
Restoration		
Margin Excess	2%	<1%
Interproximal Contact	1%	<1%

An important design feature of the CompeDont™ tooth is that carious lesions are presented in a way that is more representative of how caries are observed and treated in practice within a typical patient population. Specifically, the CompeDont™ tooth was designed to have varying degrees of average or moderate levels of caries present. This design characteristic requires candidates to exercise their clinical judgment in addition to their psychomotor skills. As a result, it was expected that virtually all CompeDont™ teeth would require modification from an ideal preparation to perform the procedure because of where the caries would be observed. This is different from the current examination where candidates bring their own patients and that a much smaller percentage of these require modifications.

During the examination, candidate requests for modification from an ideal preparation are handled procedurally through a review and approval process. As part of this study, candidate performance was further evaluated based on whether they requested a modification in the pilot exam and these results were compared to the 2018 operational exam. As shown in Table 4, there were many more modifications with the CompeDont™ tooth as compared to the operational exam (74% compared to 31%). As noted above, because the goal with the simulated tooth was to be more representative of job-related practice, this was expected. In fact, an even higher percentage of modifications for the CompeDont™ tooth were expected as compared with the current examination data. In the 2018 results, the pass rates between those who had a modification and those who did not are very similar (94% and 96%). However, the pass rates for the CompeDont™ tooth were much higher for those who had a modification compared to those who did not (83% compared to 73%).

Table 4. Comparison of Exam Results by Modification (Yes/No) – CompeDont™ Tooth Pilot Exam vs. 2018 Operational Exam

	CompeDont™ Tooth – Pilot Exam	2018 Operational Exam
Modifications (any approved)		
Count (%)	408 (74%)	1018 (31%)
Pass Rate	83%	94%
No Modifications		
Count (%)	140 (26%)	2264 (69%)
Pass Rate	73%	96%

A follow up question to this finding was whether the pass rate differentiation for the CompeDont™ tooth was due to examinees not knowing when to request a modification (when one was needed) or requesting the wrong modification. The results in Table 5 include the pass rate by whether examinees had any modifications approved and/or denied. The results show that most examinees either had all their modification requests approved (group 1) or did not request any modifications (group 4). The other two smaller groups were those that had at least one modification request denied (and at least one accepted – group 2, or none accepted – group 3). These results indicate that the highest pass rate was observed for those examinees who had one or more modification requests accepted (i.e., they understood what to request and when to request). In addition, 26% of examinees did not request a modification with their pass rate being notably lower (73%).

Table 5. Comparison of Exam Results by Modification Request Status

Modification Status	Count	Pass Rate
1. One or more approved (no denials)	325 (59%)	85%
2. One or more accepted & one or more denial	52 (9%)	77%
3. One or more requested – all denied	31 (6%)	71%
4. No modifications requested	140 (26%)	73%
Total	**548**	**80%**

Results and Conclusions

The purpose of this mode effects study was to evaluate the feasibility of the CompeDont™ tooth as a possible alternative to a patient for the ADEX Dental restoration examinations. Data were collected from pilot examinations administered to over 500 dental students from six different schools evaluated by over 60 examiners. The results of this analysis suggest the feasibility of the simulated tooth administered in a typodont as comparable to the operational examination based on the comparison of the Posterior Restoration results from previous administration results. Focusing on the Anterior Restoration, the results indicate that use of the CompeDont™ tooth was sensitive to identify the same critical deficiencies identified in the patient-based examinations. An additional feature of the use of the CompeDont™ tooth is that the normal variation observed in practice by dentists can be modeled to further evaluate candidates' clinical judgment in addition to their psychomotor skills.

Although limitations of the simulation include a lack of some of the patient-based characteristics (e.g., saliva, tongue, patient anxiety), the benefit of additional standardization of the environment for candidates and better representation of job-related characteristics of the tooth may outweigh these limitations. The lower pass rate observed during the pilot examination for the simulated tooth suggests that its use does not offer an easier pathway to licensure and may currently be more challenging. The question is whether it is a fair approach to measuring the clinical judgment and psychomotor skills needed for restoration procedures. The difference in pass rates may be explained in part by the timing of the pilot exam (e.g., examinees taking the exam at an earlier date than normal). However, most of the difference can be attributable to the lack of recognition of caries and a need to modify a preparation from the ideal when it is warranted. Evidence of high examiner reliability provides a source of support. When compared with the current examination where candidates select a patient on which to perform the procedure with rates of modification being relatively low, the CompeDont™ tooth may be a better representation of the job-related environment to measure the important clinical judgments and skills that candidates will need to demonstrate in practice.

Restorative Examination Performance: *CompeDont*™ vs. Patient Based

2020 Patient Based Restorative Candidates (n=2600+)

- Anterior Restorative = **94%** Pass Rate
- Posterior Restorative = **94%** Pass Rate
- Average = **94%** Pass Rate

2020 *CompeDont*™ Restorative Candidates n=880)

- Anterior Restorative = **95%** Pass Rate
- Posterior Restorative = **93%** Pass Rate
- Average = **94%** Pass Rate

*Data Courtesy of CDCA

Memo - Proposed Temporary License for dentists and dental hygienists 2020 graduates

Nevada State Board of Dental Examiners

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

MEMORANDUM

To: All Dentist and Dental Hygienist Licensees and Licensure Applicants
From: Nevada State Board of Dental Examiners
Re: Suspension of Certain Licensure Provisions Pursuant to the Governor's Declaration of Emergency Directive 011
Date: July 14, 2020

On March 12, 2020, Nevada Governor Steve Sisolak issued Declaration of Emergency for COVID-19 declaring a state of emergency in the state of Nevada related to the COVID-19 pandemic and directing all state agencies to supplement the efforts to save lives, protect property, and protect the health and safety of persons in this state. This was followed by many other declaration of emergency directives from the Governor, some of which affected dental health professionals and their patients.

Therefore, in response to, and under the authority of, the Governor's Declaration of Emergency Directive 011, the Nevada State Board of Dental Examiners ("the Board") announces and adopts the following changes to the relevant statutes and administrative regulations, which will be in effect for the duration of the declared state of emergency:

1. NRS 631.240(1)(b)(1) and (2) - The requirements for licensure by examination shall be amended to allow dentist applicants who are graduates of the class of 2020 and who have not completed the clinical examination requirements of section (1)(b)(1) or section (1)(b)(2) to apply for a temporary dentist license. Temporary dentist licenses shall be issued at the discretion of the Board pursuant to the provisions of NRS 631.220 and NAC 631.050 under the following conditions:
    a. All other licensure requirements of NRS 631.230 and 631.240 shall have been met in order to be considered for a temporary dentist license;
    b. Temporary dentist license holders shall only practice under the direct supervision of a currently Nevada licensed dentist with no less than five years experience as a licensed dentist; and
    c. All temporary dentist licenses, regardless of the date of issue, shall expire ninety (90) days after the Governor rescinds the declared state of emergency for COVID-19, at which time a clinical examination must have been successfully completed in order for a temporary dentist license to be converted to a full dentist license.
    d. Any provision of NAC 631.090 in conflict with the above provisions relating to temporary dentist license are hereby temporarily suspended until ninety (90) days after the Governor rescinds the declared state of emergency for COVID-19.

2. NRS 631.300(1)(b)(1) and (2) - The requirements for licensure by examination shall be amended to allow dental hygienist applicants who are graduates of the class of 2020 and who have not completed the clinical examination requirements of section (1)(b)(1) or section (1)(b)(2) to apply for a temporary dental hygienist license. Temporary dental hygienist licenses shall be issued at the discretion of the Board pursuant to the provisions of NRS 631.220 and NAC 631.050 under the following conditions:
    a. All other licensure requirements of NRS 631.290 and 631.300 shall have been met in order to be considered for a temporary dental hygienist license;
    b. Temporary dental hygienist license holders shall only practice under the direct supervision of a currently Nevada licensed dentist with no less than five years experience as a licensed dentist; and
    c. All temporary dental hygienist licenses, regardless of the date of issue, shall expire ninety (90) days after the Governor rescinds the declared state of emergency for COVID-19, at which time a clinical examination must have been successfully completed in order for a temporary dental hygienist license to be converted to a full dental hygienist license.

Contract: BDO

CETS #:	
Solicitation #:	

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR LESS THAN $50,000

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

Agency Name:	**Nevada State Board of Dental Examiners**
Address:	**6010 S Rainbow Blvd, Suite A-1**
City, State, Zip Code:	**Las Vegas, NV 89118**
Contact:	**Frank DiMaggio, Executive Director**
Phone:	**702-486-7044**
Fax:	**702-486-7046**
Email:	**fdimaggio@nsbde.nv.gov**

Contractor Name:	**BDO USA, LLP**
Address:	**6100 Elton Ave., Ste. 1000**
City, State, Zip Code:	**Las Vegas, NV 89107**
Contact:	
Phone:	**702-384-1120**
Fax:	**702-870-2474**
Email:	

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage 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. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in ***Section 7, Contract Termination***. Contracts requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	**September 9, 2020**	To:	**September 8, 2021**

2. **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: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

CETS #:	
Solicitation #:	

3. **SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOPE OF WORK:
See Attachment A. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in ***Section 3, Scope of Work*** at a cost as noted below:

$450.00	per	Month plus one-time charge of $4,200.00 for retroactive monthly accounting and internal controls /cash receipts protocols and procedures

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

Total Contract Not to Exceed:	$9,999.99

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any). 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.

5. **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.

6. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.

7. **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 2, 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.

CETS #:	
Solicitation #:	

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 7D***. 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

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 2, 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 7C***, above, shall run concurrently, unless the notice expressly states otherwise.

8. **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.

9. **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.

10. **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.

11. **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.

12. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. 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. By endorsement to Contractor's automobile and general liability policies, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.

A. Workers' Compensation and Employer's Liability Insurance.

1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.

2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.

B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

1) General Aggregate	$2,000,000
2) Products – Completed Operations Aggregate	$1,000,000
3) Personal and Advertising Injury	$1,000,000
4) Each Occurrence	$1,000,000

C. Professional Liability/Errors and Omissions Liability The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

13. **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.

14. **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.

15. **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.

16. **PUBLIC RECORDS**. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.

17. **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.

18. **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.

19. **GOVERNING LAW: JURISDICTION**. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

CETS #:	
Solicitation #:	

20. **ENTIRE CONTRACT AND MODIFICATION**. This Contract and its Scope of Work 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 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, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the "not to exceed" value ***Section 4, Consideration*** equals or exceeds $50,000. This Contract, and any amendments, may be executed in counterparts.

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

Independent Contractor's Signature — Date — Independent Contractor's Title

State of Nevada Authorized Signature — Date — Title

State of Nevada Authorized Signature — Date — Title

State of Nevada Authorized Signature — Date — Title

APPROVED BY BOARD OF EXAMINERS

Signature – Clerk of the Board of Examiners

On: _____ Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____ Date

Attachment A

Scope of Work:

Provide accounting management and bookkeeping services including but not limited to:

Develop Internal Controls/Cash Receipts protocols and procedures;

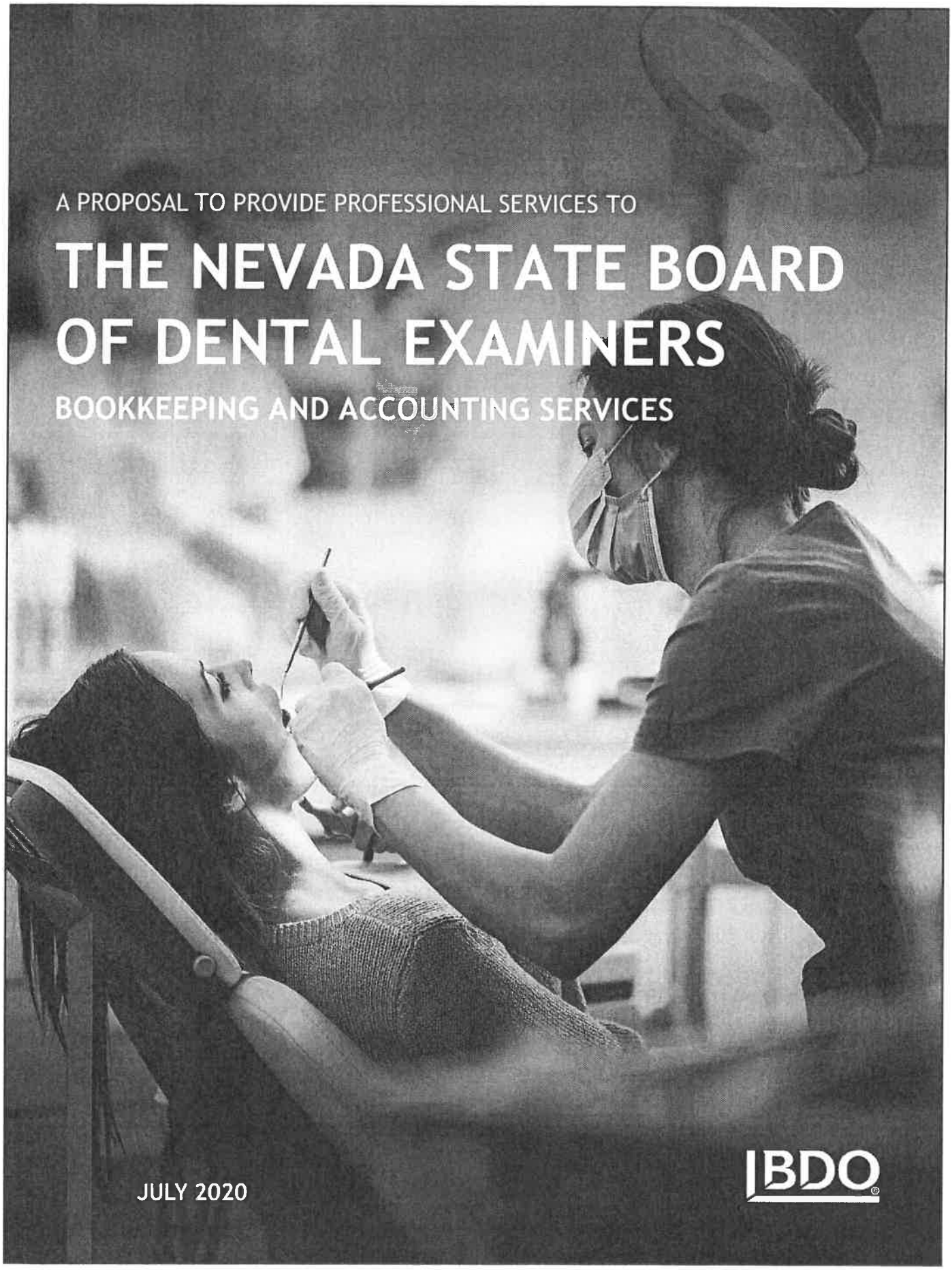
Retroactive Monthly Accounting from November 2019 – June 2020;

Monthly Accounting/Bookkeeping including, but not limited to:

- Cash Accounts Reconciliation
- Payroll Reconciliation
- Maintaining and Balancing subsidiary ledgers, general ledgers, and historical accounts
- Transactions Review
- Assist with compilation of documents and communication with Board Auditors;

Representation/Quarterly or Annual Assistance, including but not limited to:

- Attendance at Board meetings
- Budget Review and Preparation Assistance



A PROPOSAL TO PROVIDE PROFESSIONAL SERVICES TO

THE NEVADA STATE BOARD OF DENTAL EXAMINERS

BOOKKEEPING AND ACCOUNTING SERVICES

JULY 2020

BDO

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BDO

Tel: 702-384-1120
Fax: 702-870-2474
www.bdo.com

6100 Elton Avenue
Suite 1000
Las Vegas, NV 89107

July 10, 2020

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

Dear Mr. DiMaggio,

We appreciate the opportunity to submit our bid to provide bookkeeping and accounting services to the Nevada State Board of Dental Examiners ("NVSBDE" or "the Board"). We describe our recommended services in detail in the accompanying proposal following this letter.

BDO USA, LLP ("BDO" or "the Firm") is a renowned national firm with a strong local Nevada-based presence and is a premier provider of auditing, bookkeeping, consulting, and tax-related services for governments, not-for-profits, and non-governmental organizations. We have a superior model that puts more talent on the job. You will see and interact with our Partners throughout the audit, not just for a few hours at the beginning and end of our engagement.

Our technical resources rival that of Big Four firms, without the bureaucracy inhibiting quality service. Using targeted request lists, we simplify the information gathering process for your staff, so our process is less intrusive.

Our practice aids and comprehensive technical resources create additional efficiencies that assist us in meeting your deadlines. We will perform and complete our services in a timely and competent manner.

We have highly relevant and not-for-profit expertise with an extensive list of local and statewide clients in the government sector. We believe that as you read our proposal and review our qualifications, you will find BDO as the best choice to provide your requested services.

If you have any questions or want additional information, please call or email me.

Very truly yours,

Jeffrey Edwards, CPA, Partner
Direct: 702-673-1205
jbedwards@bdo.com

Executive Summary

Exceptional client service and technical knowledge

- **"Technical excellence, superior service"** is our motto and the focus of everything we do. We have the experience, technical proficiency, and other resources typically only found in Big Four firms, but still maintain a "hands-on" approach to client service. Upon reviewing BDO's background and extensive history performing the requested type of services during the past 100+ years, we believe you will understand why BDO is the best choice. Our people and culture make the difference.

Proven industry experience

- **Extensive, relevant experience.** Many of our current clients are government entities and not-for-profit organizations. We have a dedicated team that regularly works with companies, and local and state government entities, providing bookkeeping and reporting services. Our work will help instill confidence and trust in your commitment to fiscal integrity and responsible leadership.
- Mr. Jeffrey Edwards, CPA, will be your primary contact. His broad public accounting knowledge and leadership experience come from his work with our current clients. He and his team are excited about the potential of working with you.

Innovative and value-added services

- **We add value.** Our significant experience gives us familiarity with various "best practices" across a wide range of industries. We bring that expertise and value to our working relationship with NVSBDE. We will help your management team meet your fiduciary responsibilities for accountability, safeguarding of assets, and the wise allocation of the Board's resources. Our goal is to provide you with meaningful, fact-based information resulting in a measurable value that may substantially offset our fees.

Effective communications & timely service

- **We communicate effectively and complete our work timely.** The interaction between our team and your financial staff is key to the success of your engagement. A good relationship also benefits you through coordination of client staffing, additional services, and timely work scheduling and reporting. Our communication is why and how we will work so well with your team.

Value for fees

- **We offer competitive fees for professional services.** We want to perform your bookkeeping and be one of your most trusted business advisors. BDO understands the business of governments and is best qualified to provide your requested services at a fair and competitive price (detail on page 13).

Scope of Work/Services to be Provided

Based upon the informal solicitation and our in-person meeting on June 9, 2020, with the Executive Director and senior staff of the Nevada State Board of Dental Examiners, BDO understands that the NVSBDE is seeking monthly accounting/bookkeeping services, in support of and coordination with, the Board's staff. Those monthly services are expected to include: reconciling the cash accounts and payroll, maintaining and balancing subsidiary ledgers, general ledgers, and historical accounts, and review and reconciliation of transactions. BDO representatives would attend the meetings of the Board to answer any questions relevant to the bookkeeping services. Also, the bookkeeper and or the BDO tax professional would assist with the preparation of the NVSBDE's annual budget.

In conjunction with the previously described monthly accounting/bookkeeping services described above, the NVSBDE requires those same services, on a one-time basis, retroactive from November 1, 2019, through the latter of June 30, 2020, or the starting date of the engagement of BDO in the provision of those services.

BDO recommends a review of the NVSBDE's internal controls/cash receipts protocols and procedures and the subsequent provision of recommendations for potential changes in those processes.

BDO - The Right Choice

"Technical excellence, superior service"

BDO is a premier alternative to the large Big Four firms. As a legitimate alternative, we know we must be as good or better technically while providing superior service to our clients. We have assembled a complement of technical talent rivaling the large national firms. Smaller firms typically lack human resources because they are unable or unwilling to invest in the resources needed.

In addition to investing in extensive technical resources, we have a service delivery model that puts more talent on each engagement. Many Big Four and firms typically use a "pyramid" service model, consisting of a Partner/Principal at the top and several inexperienced people across the base. This "pyramid" model limits the attention and advice clients receive from the engagement Principal.

Our model is more analogous to a "cylinder" - with Partners and Managers, Senior Associates, and Associates, each representing approximately one-third of our professionals. Thus, our Partners are onsite for much of the engagement, not just a few hours at the beginning and end.

"Quality is never an accident; it is always the result of high intention, sincere effort, intelligent direction and skillful execution; it represents the wise choice of several alternatives ..." - Will A. Foster

Ability to perform

Effective July 1, 2020, the firm PBTK combined with BDO. At 30 years, PBTK was Nevada's longest-tenured, largest independent CPA firm with a full-time staff of 73, 32 of whom are CPAs. This group joined into BDO's existing Las Vegas office, further expanding our service capabilities for our clients. Our 37 auditors are experts in performing audits and providing tax services for not-for-profits, governments, and non-governmental organizations (NGO).

We recruit high quality people who are strong in their field and provide them with excellent working experiences and comprehensive training.

In order to monitor all staff members' development and ensure our high standards are maintained, we have an internal review process to ensure each person receives regular feedback, coaching, and performance evaluations to ensure our professionals are developing the skills commensurate with their responsibilities.

We match technical talents and personal characteristics to engagement requirements. BDO and its Partners are licensed as required by the applicable jurisdictions.

We screen prospective clients to ensure that their principles meet our high standards of integrity and business ethics. Consequently, BDO's values reflect those of our clients.

BDO Overview

For more than 100 years, BDO USA has been recognized as a premier accounting, tax, and advisory organization for our exceptional client service; experienced, accessible service teams; focus on quality and efficiency; and our ability to adapt to, and navigate successfully in, a changing marketplace.

Founded as Seidman & Seidman in New York City in 1910, the firm has grown to serve clients through 60+ offices and over 700 independent alliance firm locations nationwide.

Today, BDO USA, LLP, a Delaware limited liability partnership, is the U.S. Member of BDO International Limited, a UK company limited by guarantee, which forms part of the international BDO network of independent member firms.

BDO USA, LLP

$1.64 billion Revenues

46% Assurance **33%** Tax **21%** Advisory and Other

658 Partners **6,153** Professional Personnel **7,330** Total Personnel **60+** Offices

700+ Independent Alliance firm locations nationwide

Statistics as of and for the year ended June 30, 2019.

Government Agencies / Not-For-Profit Stewardship

BDO provides services for entities that receive public and government funds at the same high level as those provided to our private sector clients. However, the perception of how government entities expend funds is often held to a higher standard of stewardship by the general public. Our experience with these unique organizations has made us aware that it is essential to provide excellent service at a competitive price. We apply that understanding to the selection and recommendation of the appropriate services/procedures to be delivered, all at a high value-to-cost basis. We customize each of these engagements by conducting extensive interviews and planning procedures to focus on relevant issues. An institutional, less focused approach often leads to lower quality and service failures.

CLIENT REFERENCES

Our Firm has considerable experience providing auditing, bookkeeping, and professional services to state and local government entities and not-for-profit organizations. Following is the contact information for some of our engagements. NVSBDE may contact each of the organizations/individuals listed below as part of any due diligence procedures. We are happy to provide additional references if requested.

Client	Contact	Contact Number	Email
City of Las Vegas	Venetta Appleyard Director of Finance	(702) 229-6923	vappleyard@lasvegasnevada.gov
City of Reno, Nevada	Lynette Hamilton Accounting Manager	(775) 334-2142	hamiltonl@reno.gov
Legal Aid Center of Southern Nevada	Christine M. Miller, Esq Director of Community Initiatives and Outreach	(702) 386-1070	cmiller@lacsn.org
City of North Las Vegas, Nevada	Will Harty Finance Director	(702) 633-1462	adaird@cityofnorthlasvegas.com
City of Henderson, NV	Jim McIntosh CFO	(702) 267-1707	Jim.McIntosh@cityofhenderson.com
Carson City, Nevada	Sherri Russel CFO	(775) 283-7222	srussel@carson.org

Effective Communications

A critical factor in a successful consulting/service relationship is the interaction between our team and your management. A good working relationship provides BDO with a sound understanding of the clients' operations, especially during the planning stages, which prevents surprises or problems during fieldwork. A good relationship also benefits the client through coordination of client staffing, additional services, and timely reporting.

Effective communication among your management and our team, through all stages of the engagement, is critical to performing our work effectively and efficiently. The interactions must be open, non-adversarial, and timely to be effective. There should be no surprises, especially near a deadline.

Unlike many of our competitors that attempt to push most work to lower-level staff, we believe that our clients value the expertise of our Principals. Accordingly, our Principals are actively involved throughout the engagement. Engagement performance decisions, including necessary adjustments to the nature and scope of procedures, are made timely, efficiently, and effectively. This process has the added benefit of improving communication with management and those charged with governance. It is also one of the keys to how we deliver on our motto, a variation of which is **"there is no substitute for technical excellence and superior service."**

Throughout the start-up process, we have informal progress conferences with key management personnel to discuss the progress of our work and any matters that might require additional procedures. Once our fieldwork/visits are complete, we arrange a conference to review our draft report and notes to it, with your personnel. We seek your input before finalizing our comments. We would also be present to answer any questions during the presentation of our report to any oversight bodies.

We anticipate no significant problems in this engagement. If substantial issues should arise during our review of the NVSBDE's existing procedures, we will consult with the Executive Director to possibly redefine the scope of the engagement. A potential adjustment of our fee, subject to the terms of our agreement, would then be discussed with management.

Technical Questions and Assistance. We encourage open lines of communication with our clients and prefer to discuss significant and complex events or transactions as they occur. We don't wait until the end of month filings where there are deadlines and other pressures.

At BDO, we help our clients anticipate, respond and prosper amidst the ongoing, and sometimes complex, regulatory, and accounting standards changes. Our hands-on experience with operating, financing, and systems give us a greater appreciation for how these opportunities and challenges interact. As a result, our clients get solutions, not research projects.

We include time for random questions and correspondence throughout the year within our estimated fees. We will also provide, on an as-requested basis, other services, if permissible in our judgment under applicable independence and professional standards and rules.

Client assistance with the implementation of new standards and other technical issues varies based on the client's sophistication and needs. Historically, such support has included the following:

- Acting as a sounding board for management ideas and responding timely to technical questions.
- Providing templates to assist in management's analysis
- Identifying and locating available third-party information
- Providing examples of financial statement presentation and note disclosures
- Providing additional topical guidance, including updates and notifications related to new standards and best practices

Client Confidentiality

We are committed to protecting our client's information systems and related confidential and proprietary information. Access to client information in our engagement documentation files is subject to the confidentiality provisions of applicable laws, regulations, and professional standards. We educate our employees about client confidentiality and information protection through orientation by both administrative and IT staff.

BDO is committed to protecting our clients and their information. In addition to being ISO 27001 certified, we have numerous measures in place.

Location of client data/files

Digital files are located on secure servers located either within one of our offices or at one of our two national data centers in Grand Rapids, Michigan. These data centers are set up in an active/active configuration that replicates data between the two locations for redundancy and availability. Procedures are in place with the Business Lines to limit data stored on workstations or other removable media sources.

Access to client data/files

Access to all client data files is limited to client service professionals within our business lines and necessary administrative support staff.

How client data/files are protected from theft

Firm networks and data are protected from unauthorized access through a combination of process, architecture, hardware and software controls supported by proactive monitoring processes. Digital client data files are stored under strict physical and electronic access controls. Access to digital information is controlled through individual password security. BDO laptops/workstations are configured with a pre-installed PKI certificate that is required to access our network, limiting access to our network to only BDO-managed devices.

Firm-provided user workstations have a standardized and hardened "image" which provides for password, virus and firewall protection. Supporting procedures are in place to ensure that only authorized personnel have active passwords. Passwords must be changed on a regular basis. The firm continuously evaluates and updates security processes, procedures, and tools to ensure necessary safeguards are in place.

Transmission of data is encrypted where web-based access is involved. Laptop hard drives are encrypted via AES 256-bit algorithm using a PKI certificate. The certificates are served from an internal key server that is Active Directory integrated. Encrypted files can only be decrypted with a valid Active Directory account or the master certificate password.

In addition, system redundancy and disaster recovery plans are in place for all mission critical systems. For third party (hosted) solutions, contractual relationships are maintained calling for redundant system locations, data replication, and/or backup (backup images are replicated between data centers). For systems located in our offices and national data centers, servers are configured for hardware redundancy and RAID 5 is used for all disk subsystems. Server hard drives are encrypted, using Federal Information Processing Standards (FIPS)-compliant encryption at the hardware controller level. Encryption keys are also managed by an enterprise secure key manager. Data center storage devices employ self-encrypting drives or array-based encryption that also meet the FIPS.

We are continually evaluating options for other redundancy measures to ensure maximum system uptime and recoverability.

Mediums used to transmit information (after client consent) from BDO

BDO utilizes FTP, e-mail, secure web-based access, and mail service for transmission of client data. Delivery is determined based on individual client needs and consent.

Disaster Recovery and System Redundancy

Client data is protected with snapshots and replicated offsite to a second BDO location. The location used will depend on the systems being replicated. Physical tapes are not used. Snapshots (backups) have a retention period of 30 days.

A comprehensive disaster recovery plan is maintained and updated regularly by BDO's Chief Information Security Officer. The disaster recovery plan addresses interruptions of service that range from a single, critical device up to the entire primary data center in Michigan. Mission critical application disaster recovery plans are tested following a material change to the application environment. Third party and hosted solutions require redundant system locations, data replication, and/or backup systems as part of their contractual obligation.

Engagement Team/Key Personnel

Jeffrey B. Edwards, CPA

Accounting Services/Tax Planning Partner

Direct: 702-673-1205
jbedwards@bdo.com

Jeffrey is a tax partner at BDO and previously served as a Principal and a leader in the firm's tax practice at PBTK since 2010 prior to the firm combination this month. He specializes in business structure and business operations, income tax consulting, tax compliance, preparation, planning, and research for many of the Firm's wholesale and retail clients. Mr. Edwards served as PBTK's accounting services practice leader and was with the firm since August of 2000. In addition to managing tax engagements, he is often called upon to consult with and structure start-up business ventures. Previously, Mr. Edwards was the Controller for American Asphalt & Grading Company and Westar Development. With his construction background, he provides realistic and timely insight for his clients as well as for the broader team on industry-specific tax matters. Mr. Edwards regularly presents on accounting topics such as business start-ups, budgeting, and not-for-profit accounting. He provides clients with representation before governing boards and the IRS, as appropriate. Mr. Edwards also frequently advises clients related to reorganizations, liquidations, and deal structuring. He has lectured on all significant federal tax reform legislation for the firm since 2000.

Industries: Real estate and construction, restaurants, wholesale distributorships, and other retail sales, not-for-profit

Services: Tax preparation and review, representation before the Internal Revenue Service; tax planning and advisory services for individuals, partnerships, limited liability companies, and closely-held corporations; small business structure and set-up; structure real estate transactions

Education: BS Business Administration (accounting emphasis), University of Nevada, Las Vegas; MS Accountancy, University of Nevada, Las Vegas

CPA certifications and permits: Nevada

Other certifications, permits, awards, distinctions: Boy Scouts of America, Treasurer - Silver State Housing

Memberships: American Institute of Certified Public Accountants, Nevada Society of Certified Public Accountants

Representative Clients: Trend Nation, LV Luxury Jewelers, Manamed, Inc., Nevada Beverage Company, Stewart & Sundell Concrete, Adventure Combat Ops, Aztech Materials Testing, Inc., Nacho Daddy, Tite Water Energy, LLC, La Cave Restaurant

Engagement Team/Key Personnel

William M. Nelson, CPA
Audit/Internal Controls Partner

Direct: 702-673-1213
wmnelson@bdo.com

Bill is a audit partner at BDO and was previously a Principal at PBTK. He is extensively involved in all areas of accounting and auditing for the firm, with a focus on gaming, real estate, and construction clients. Mr. Edwards also assists with fraud investigations in the Firm's litigation support practice that has identified the perpetrators of fraud and determined loss amounts in various matters. Bill helps his clients with the design of internal controls and regulatory compliance procedures to reduce the risk of occupational fraud. He has taught principles of accounting at the College of Southern Nevada and has been a discussion leader on several continuing professional education topics.

Mr. Nelson has participated in several business fraud examinations, including identification of perpetrator and determination of loss amounts. He has provided other consultations on strengthening of internal accounting controls and other fraud prevention issues. He was on the team that performed the quality review for the Nevada Gaming Control Board.

Industries: Real Estate & Construction, Restaurants and Clubs, Retail/Wholesale, Tribal Gaming & Government

Services: Forensic Accounting, Employee Benefit Plan Audit, SEC Audit, Financial Statement Audit, Financial Statement Review/Compilation, Grant Audit, AML Consulting/Compliance Testing

Education: Bachelor of Business Administration, Idaho State University

CPA Certifications and Permits: Nevada

Memberships: Nevada Society and American Institute of Certified Public Accountants

Representative Clients: Rebel Oil, Inc., Ahern Rentals, Inc., Youbet.com, Avi Hotel & Casino, Inc., Tuscany Hotel & Casino, Full House Resorts, Inc., Vanguard Integrity Professionals, Inc., Star Nursery, Inc., Lee's Discount Liquor, Inc.

Engagement Team/Key Personnel

Mariah Waldron

Bookkeeper

Direct: 702-673-1285
mwaldron@bdo.com

Mariah has an Associate's Degree in Business from Dixie State University. Mariah has Certifications in QuickBooks and Microsoft Excel from the Professional Institute of Technology and Accounting Software (LV-PITA). She has several years of experience in bookkeeping and resided in Utah and New Jersey before returning to Las Vegas in 2013.

Education: Associates of Science with Business Emphasis from Dixie State University; Certification from LV-PITA

Other Experience: Accounts Payable & Receivable for Discount Retail Store Services; Payroll for Premier Employee Solutions; HR & Payroll for Lendio/Funding Universe; Bookkeeper BTS Development

Estimated Fees and Hourly Rates

Our experience gives us confidence that we are the most qualified firm to provide the Nevada State Board of Dental Examiners with your requested professional services accurately and on time. These proposed fees are subject to change only due to significant changes in business activities, or other conditions affecting the engagement scope, i.e., the level of assistance required by the management and staff of the NVSBDE.

Proposed Fees			
Internal Controls/Cash Receipts Protocols & Procedures	(One time)	$1,500	
Retroactive Monthly Accounting: Nov 2019-June 2020	(One time)	$2,700	
Subtotal			$4,200
Monthly Accounting/Bookkeeping	(12 months)		
▶ Cash Accounts Reconciliation			
▶ Payroll Reconciliation			
▶ Maintaining and balancing subsidiary ledgers, general ledgers, and historical accounts			
▶ Transactions Review			
Subtotal[1]			$5,400
Representation/Quarterly or Annual Assistance			
▶ Attend Board Meetings	(Quarterly)[2]	$0	
▶ Budget Review and Preparation Assistance	(Annual)[3]	$0	
Subtotal			$0
Total			$9,600[4]

These professional fees presume there are no significant changes in business activities other than previously discussed, and we receive the expected level of cooperation from management. This cooperation also assumes that management provides BDO with schedules and other requested documents and responds to our questions, accurately and timely. We endeavor to avoid extreme deadline pressures because they can lead to possible inefficiencies, disrupt our practice, and impair the quality of service we strive to provide all of our clients.

The average hourly billing rate for engagements is approximately $180 per hour. Our standard hourly billing rates by experience level follows:

Partners	Bookkeeper
$275-$450	$70

Other requested services, if any, will be agreed upon up-front before beginning the work.

[1] The subtotal is for 12 months of accounting/bookkeeping services.
[2] Jeff Edwards, CPA and/or Bookkeeper will attend those meetings, and answers questions pertaining to the bookkeeping performed.
[3] Budget preparation assistance to be provided by Bookkeeper in cooperation with the NVSBDE Executive Director.
[4] Total quoted represents a discount of 30% from our customary fees.

BDO is the brand name for BDO USA, LLP, a U.S. professional services firm providing assurance, tax, and advisory services to a wide range of publicly traded and privately held companies. For more than 100 years, BDO has provided quality service through the active involvement of experienced and committed professionals. The firm serves clients through more than 60 offices and over 700 independent alliance firm locations nationwide. As an independent Member Firm of BDO International Limited, BDO serves multi-national clients through a global network of more than 88,000 people working out of 1,617 offices across 167 countries and territories.

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms. BDO is the brand name for the BDO network and for each of the BDO Member Firms.

www.bdo.com

Added 7/13/2020

BDO Proposal: Forensic Accounting

Michael L. Rosten, Partner
Direct: 702-673-1256
Mobile: 702-219-4345
mrosten@bdo.com

BDO USA, LLP
6100 Elton Avenue, Suite 1000
Las Vegas, NV 89107
www.bdo.com

July 13, 2020

Mr. Frank DiMaggio
Executive Director
Nevada State Board of Dental Examiners
6010 So. Rainbow Blvd., Suite A-1
Las Vegas, NV 89118

Re: Financial Forensic Accounting Matter

Dear Mr. DiMaggio:

BDO USA, LLP, a Delaware limited liability partnership ("BDO" or "we"), is pleased to have the opportunity to provide professional consulting services to the **NEVADA STATE BOARD OF DENTAL EXAMINERS**. ("the Client" or "NVSBDE") in the above-referenced matter. This engagement letter (the "Agreement"), including all attachments hereto, serves to confirm our understanding of the services requested, and the terms and conditions of our engagement.

Description of Services

BDO shall provide the services described on Attachment A hereto (the "Services"), which Services may be modified upon our mutual written agreement (email shall suffice).

This Agreement shall also be governed by the terms and conditions set forth in Attachment B.

Staffing, Fees and Expenses

Michael Rosten will lead the engagement team in this matter. Our fees for this engagement will be billed on an hourly basis at rates ranging from $91 to $280 per hour (represents 30% discount, as referenced in the proposal for services). We also will bill Client for reasonable out-of-pocket expenses. Our fees are not contingent upon the final results and we do not warrant or predict results or final developments in this matter. Billing rates are subject to firm-wide adjustment as of July 1st.

We agree to cap the blended average of all personnel working this forensic matter at $220 per hour; if after the completion of this engagement, the average hourly rate exceeds $220 (lookback basis), there will be a write-down to that blended average ceiling. To illustrate, the blended average rate achieved will be computed by dividing the total fees incurred at proposed hourly rates by total hours of assigned personnel (hours worked x hourly rates proposed) / hours worked).

Invoices will be rendered on a monthly basis for all Services. Payment of our invoices is due upon receipt. All invoices will be final after 30 days unless Client notifies us in writing of any dispute. Invoices that are unpaid thirty (30) days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If fees are not paid in a timely manner, then we reserve the right to suspend our Services, withhold delivery of any deliverables, or withdraw from this engagement entirely. If any collection action is required, Client agrees to reimburse us for our costs of collection, including attorneys' fees.

Moreover, we have agreed to waive our customary prepaid retainer requirement for these financial forensic accounting services. After our work has begun, invoicing will occur on a monthly basis. If by check, to: BDO USA, LLP, P.O. Box 642743, Pittsburgh, Pennsylvania 15264-2742 or by wire transfer to the following account:

Receiving Bank:	PNC Bank, N.A.
Location:	Pittsburgh, Pennsylvania
ABA:	#031207607
Credit To:	BDO USA, LLP
Account:	#8013580178
SWIFT Code:	PNCC US 3

Very truly yours,

BDO USA, LLP

By: _____
Name: Michael L Rosten
Title: Partner, Forensic Investigation & Litigation Services

ACKNOWLEDGED AND AGREED TO:

NEVADA STATE BOARD OF DENTAL EXAMINERS

By: _____ _____
Name: Frank DiMaggio Date
Title: Executive Director

ATTACHMENT A

DESCRIPTION OF SERVICES

Objectives:

As set forth in the proposal scope of work previously submitted to the NVSBDE, the objectives of our work efforts are as follows:

1. Provide expert opinion and review of past financial activities, related facts and circumstances, and the study of complex business documents, accounts and other information (as considered necessary).

2. Provide written reports to NVSBDE concerning our financial forensic accounting investigation.

3. Provide witness testimony or other services, as required, related to our procedures and any report(s) issued.

Work to be performed:

The Services will include:

1. Discussions with Client or those designated by Client to assist us in understanding the concerns in this matter.

2. Review and analysis of documents provided in this matter, including correspondence, emails or other relevant information.

3. Analysis of accounting and financial information

4. Perform forensic accounting analysis.

5. Meetings with Client

6. Other tasks as requested by Client.

ATTACHMENT B

TERMS AND CONDITIONS

1. Term and Termination. This Agreement shall terminate on the later of three (3) years from the date hereof or on the completion of the Services. Each party shall have the right to terminate this Agreement at any time by giving written notice to the other party not less than 30 days before the effective date of termination. In addition, BDO may terminate this Agreement immediately if BDO reasonably determines that it is unable to perform the Services in accordance with applicable laws, regulations or professional standards. If the Agreement is terminated, the Client agrees to compensate BDO for the Services performed and expenses incurred through the effective date of termination.

2. Indemnification and Limitation of Liability. As the Services are intended for the Client and not third parties, the Client agrees to release, indemnify and hold harmless BDO and its members, partners, employees, contractors, agents and affiliates (collectively "BDO Group") from and against any and all third-party claims, liabilities, or expenses relating to the Services (collectively, the "Claims") in contract, statute, or tort. BDO Group shall not be liable to the Client for any claims relating to the Services for an aggregate amount in excess of the fees paid by the Client to BDO for the services giving rise to the claim during the twelve months preceding the date of the claim, except to the extent finally determined to have resulted from BDO Group's fraudulent or intentional misconduct. In no event shall BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to the Agreement.

3. Third-Parties and Use. All Services hereunder shall be solely for the use and benefit of the parties hereto. This engagement does not create privity between BDO and any person or party other than the parties hereto, and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of BDO hereunder.

4. Ownership of Work Papers. The work papers prepared pursuant to this Agreement (i.e. BDO's internal documentation to substantiate the Services) are the property of BDO. Such work papers constitute confidential, proprietary and trade secret information, and will be retained by BDO in accordance with our policies and procedures and all applicable laws.

5. Assignment and Sole Recourse. In performing the Services hereunder, BDO may assign its rights to perform a portion of the Services to, and may engage the services of independent contractors, including independent BDO Alliance USA members (a nationwide association of independently-owned local and regional accounting, consulting and service firms), members of the international BDO network of independent member firms ("Member Firms") or affiliates of BDO (each, a "Subcontractor") without the Client's prior consent.

6. Confidentiality. Each of the parties hereto shall treat and keep any and all of the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this Agreement and all information provided pursuant to this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If disclosure is required pursuant to subsection (d)

above, the Disclosing Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide prior written notice thereof to allow the other party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy any and all of the Confidential Information except for (i) copies retained in work paper files retained to comply with a party's professional or legal obligations and (ii) such Confidential Information located on electronic back-up tapes (in accordance with the Receiving Party's normal data back-up procedures) where such tapes are not easily accessible to Receiving Party's employees or partners.

It is our understanding that Protected Health Information ("PHI") or other information protected by the Health Insurance Portability and Accountability Act, as amended from time to time ("HIPAA") or other regulations will not be disclosed to us. To the extent that BDO is to have access to such PHI, the parties shall execute a HIPAA Business Associate Addendum.

7. Data and Information. BDO shall be entitled to reasonably rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by the Client and its representatives shall be complete and, to the best of the Client's knowledge, accurate and have not been altered. Unless otherwise agreed to by the parties, BDO shall not assume any responsibility for any financial reporting with respect to the Services.

8. Conflicts of Interest. BDO is not aware of any conflicts of interest with respect to any of the names Client has provided. BDO is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although we will inform Client promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or become known to us that, in our judgment, would impair our ability to perform objectively. Additionally, our engagement by Client on this matter will in no way preclude us from being engaged by any other party in the future. Notwithstanding anything contained in Section 6 (Confidentiality), BDO shall be permitted to disclose that it is engaged to provide the Services to Client under this Agreement if BDO in its reasonable professional judgment determines that such disclosure is required in connection with BDO's provision of litigation support services and related services on behalf of other clients of BDO, including, without limitation, professional services engagements under which BDO personnel act as arbitrators in post-acquisition disputes or act as expert witnesses.

9. Dispute Resolution; Claims. **Any dispute or claim between the parties arising out of or relating to the Agreement or a breach of this Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except to the extent provided below) shall be submitted to binding arbitration before the American Arbitration Association, and subject to the Commercial Arbitration Rules. The arbitration proceeding shall take place in the city in which the BDO office providing the majority of the Services involved is located, unless the parties agree in writing to a different location. The arbitration shall be governed by the provisions of the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of such state shall be applied without reference to conflicts of law rules. The parties shall bear their own legal fees and costs for all claims. The arbitration proceedings shall be confidential. Each party acknowledges that by agreeing to this Arbitration provision, it is giving up the right to litigate claims against the other party, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. Each party acknowledges that it has read and understands this arbitration provision, and that it voluntarily agrees to binding arbitration.**

No claim or action arising out of or relating to this Agreement or the Services hereunder may be brought by either party hereto (i) more than 24 months after the claiming party first knows or has reason to know that the claim or cause of action has accrued, or (ii) more than 60 months following the completion of the

Services to which the claim relates. This paragraph will shorten, but in no event extend, any otherwise legally applicable period of limitations on such claims.

10. Power and Authority. Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

11. Subpoenas. If the Client requests BDO to object to or respond to, or BDO receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request of or legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with the Client, Client agrees to compensate us for all time BDO expends in connection with such response, at our regular rates, and to reimburse BDO for all related out-of-pocket costs (including outside lawyer fees) that we incur.

12. Email Communications. BDO disclaims and waives, and the Client releases BDO from, any and all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or received by BDO in connection with the performance of the Services.

    Any drafts or calculations that BDO sends to Client prior to preparation of any final customized report should be viewed as preliminary.

13. External Computing Options. If, at the Client's request, BDO agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the Client acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO disclaims and waives, and the Client releases BDO from, any and all liability arising out of or related to the use of such External Computing Options.

14. Electronic Transmissions. This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

15. Severability. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.

16. Independent Contractor. BDO is providing the Services hereunder as an independent contractor. BDO's obligations herein are exclusively contractual in nature. This Agreement does not create any agency, employment, partnership, joint venture, trust, or other fiduciary relationship between the parties. Neither BDO nor the Client shall have the right to bind the other to any third party or otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.

17. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.