

NEVADA STATE BOARD

of

DENTAL EXAMINERS

BOARD HEARING & MEETING

JUNE 19, 2015

9:00 A.M.

PUBLIC BOOK

****PLEASE DO NOT REMOVE BOOK FROM NSBDE OFFICE****

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

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 74127-02829

Complainant,

vs.

JAMES E. BRANNAN, DDS,

Respondent.

**NOTICE OF FILING OF
COMPLAINT,
DATE(S) SET FOR FORMAL
HEARING, & RELATED
MATTERS**

TO: JAMES E. BRANNAN, DDS, Respondent.

PLEASE BE ADVISED on or about the 30th day of March, 2015, a Complaint was filed with the Nevada State Board of Dental Examiners (the "Board") seeking disciplinary action against your license issued by the Nevada State Board of Dental Examiners.

YOU ARE FURTHER ADVISED the Board has scheduled a public hearing to consider the allegations contained in the Complaint. The public hearing is scheduled to commence on June 19, 2015, at 9:00 a.m. at the offices of the Nevada State Board of Dental Examiners, 6010 S. Rainbow Boulevard, Suite A-1, Las Vegas, Nevada 89118. If necessary, the hearing shall continue to June 20, 2015, commencing at 9:00 am.

YOU ARE FURTHER ADVISED the hearing will be held pursuant to Nevada Revised Statutes ("NRS") chapters 233B, 622A, and 631 and Nevada Administrative Code ("NAC") chapter 631. The purpose of the hearing is to consider evidence regarding the allegations in the Complaint and to determine whether Respondent should be subject to discipline pursuant to NRS

1 and NAC chapters 631.
2

3 **YOU ARE FURTHER ADVISED** the hearing is to be an open meeting under Nevada's
4 Open Meeting Law and may be attended by the public. During the hearing, the Board may
5 choose to go into closed session to consider the character, alleged misconduct, professional
6 competence, or physical or mental health of Respondent. A verbatim record will be made by a
7 court reporter. You are entitled to a copy of the transcript, at your cost, of the open and closed
8 portions of the hearing.
9

10 **YOU ARE FURTHER ADVISED** you have the right to answer the Complaint. You
11 have the right to appear and be heard at the hearing in your defense, either personally or through
12 counsel of your choice, at your cost. At the hearing, the Board has the burden of proving the
13 allegations in the Complaint and can call witnesses and offer exhibits/evidence regarding the
14 allegations in the Complaint.
15

16 **YOU ARE FURTHER ADVISED** if a violation is found and discipline is imposed, the
17 Board may also recover reasonable attorney's fees and costs pursuant to NRS 622.400.
18

19 **YOU ARE FURTHER ADVISED** you have the right to call and examine witnesses,
20 offer exhibits/evidence, and cross-examine opposing witnesses or any matter relevant to the
21 issues involved.
22

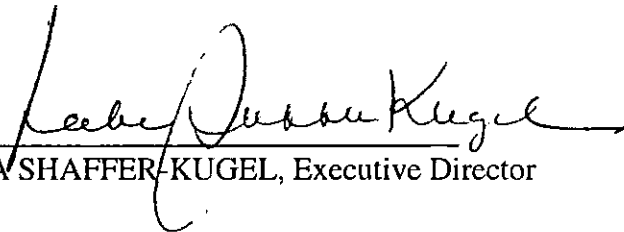
23 \\\\
24 \\\\
25 \\\\
26 \\\\
27
28

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

YOU ARE FURTHER ADVISED you have the right to request the Board issue subpoenas to compel witnesses to testify and/or present evidence on your behalf. When making a request to the Board for issuance of a subpoena, you may be required to demonstrate the nature and relevance of the witness' testimony and/or evidence.

DATED AND DONE this 30th day of March, 2015.

NEVADA STATE BOARD OF DENTAL EXAMINERS

By 
DEBRA SHAFFER-KUGEL, Executive Director

H:\WDDOCS\3336\37960\LV154825.DOCX

1
2
3
4
5
6
7
8
9
10

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Complainant,

Case No. 74127-02829

vs.

COMPLAINT

JAMES E. BRANNAN, DDS,

Respondent.

11
12
13
14
15

Complainant, Nevada State Board of Dental Examiners (hereinafter referred as the "Board"), by and through its attorneys, for its Complaint against Respondent, James E. Brannan, DDS (hereinafter referred to as "Respondent" or "Dr. Brannan") alleges and complains as follows:

16
17
18

GENERAL ALLEGATIONS

- 19
20
21
22
23
24
25
26
27
28
1. The Board is empowered to enforce the provisions of Chapter 631 of the Nevada Revised Statutes ("NRS"). NRS 631.190.
 2. The Board, pursuant to NRS 631.190(6), keeps a register of all dentists and dental hygienists licensed in the State of Nevada; said register contains the names, addresses, license numbers, and renewal certificate numbers of said dentists and dental hygienists.
 3. On March 21, 1990, the Board issued Respondent a license to practice dentistry (license number 2568).
 4. Respondent is licensed by the Board and, therefore, has submitted himself to the disciplinary jurisdiction of the Board.

1 5. Via *Notice of Complaint & Request for Records* dated August 14, 2013, the Board
2 notified Respondent of the verified complaint from Patient, Barbara Harrison. On August 31,
3 2013, the Board received Dr. Brannan's written response (with enclosures) dated August 29,
4 2013, to Ms. Harrison's complaint, a copy of which was provided to Ms. Harrison on September
5 24, 2013. On March 4, 2014, the Board forwarded correspondence to Dr. Brannan advising that
6 Bradley Strong, DDS, the Disciplinary Screening Officer assigned to the verified complaint of
7 Ms. Harrison, requested copies of his daily schedules for the period of September 1, 2013,
8 through February 28, 2014. On March 19, 2014, the Board received copies of the daily schedules
9 from Dr. Brannan's practice, a copy of which was provided to Dr. Strong on March 26, 2014.

10
11 6. Via *Notice of Complaint & Request for Records* dated May 20, 2014, the Board notified
12 Respondent of the verified complaint from Patient, Jill Houska. On June 17, 2014, the Board's
13 Executive Director forwarded correspondence to Dr. Brannan (address: 2655 S. Rainbow Blvd.,
14 Suite 304, Las Vegas, Nevada 89146), which, in part, advised that the Board had not received his
15 factual answer and dental records relative to Ms. Houska, and referenced NAC 631.350. On
16 September 15, 2014, the Board's Executive Director forwarded correspondence to Dr. Brannan
17 (address: 236 MacFarland Avenue, Unit 97, Box 571, Indian Springs, NV 89018) referencing
18 that Dr. Strong, the DSO assigned to two pending matters before the Board has made several
19 attempts to contact him at the dental office address he has on file with the Board in addition to
20 his cellular number but, as of the date of the letter, he (Dr. Brannan) has failed to contact Dr.
21 Strong. Further, the September 15, 2014, correspondence requests Dr. Brannan to update the
22 Board records pursuant to NAC 631.150 if he is no longer practicing at 2655 S. Rainbow Blvd.,
23 Suite 304, Las Vegas, Nevada 89146.

24
25 7. Respondent has not responded to the *Notice of Complaint & Request for Records* dated
26 May 20, 2014, regarding the verified complaint from Patient, Jill Houska.
27
28

1 8. On November 5, 2014, via correspondence dated October 29, 2014, sent via certified
2 mail, return receipt requested and via regular mail (address: 2655 S. Rainbow Blvd, Suite 304,
3 Las Vegas, Nevada 89146), Respondent was provided notice of informal hearing set for 8:00
4 a.m. on Friday, December 19, 2014, at Morris, Polich & Purdy, LLP, 500 South Rancho Drive,
5 Suite 17, Las Vegas, Nevada 89106, regarding the above-referenced verified complaints of
6 Barbara Harrison and Jill Houska. Included therewith was a Subpoena Duces Tecum regarding
7 certain original documents and/or items required to be produced on the date/time of the informal
8 hearing. Both of the above-referenced envelopes (i.e., the one sent regular mail and the one sent
9 certified mail, return receipt requested) sent to Dr. Brannan on November 5, 2014, at 2655 S.
10 Rainbow Blvd., Suite 304, Las Vegas, Nevada 89146, were returned to sender with a notation
11 from the postal service "moved left no address unable to forward return to sender."

13 9. On November 17, 2014, copies of the above-referenced correspondence dated October
14 29, 2014, and Subpoena Duces Tecum were sent via certified mail, return receipt requested and
15 via regular mail (address: 236 MacFarland Avenue, Indian Springs, NV 89018 – Dr. Brannan's
16 home address). Both of the above-referenced envelopes (i.e., the one sent regular mail and the
17 one sent certified mail, return receipt requested) sent to Dr. Brannan on November 17, 2014, at
18 236 MacFarland Avenue, Indian Springs, NV 89018, were returned to sender with notations
19 from the postal service of "return to sender – attempted – not known – unable to forward" and
20 "return to sender – insufficient address – unable to forward."

22 10. On November 5, 2014, *attempted* personal service of the notice of informal hearing and
23 Subpoena Duces Tecum was had upon Dr. Brannan at the 2655 South Rainbow Blvd., Suite 304,
24 Las Vegas, Nevada 89146. Service was not effectuated as the location was vacant. See Affidavit
25 of Due Diligence dated November 14, 2014.

27 11. On December 19, 2014, the above-referenced informal hearing was held in Las Vegas,
28

1 Nevada, regarding the above-referenced verified complaints of Barbara Harrison and Jill Houska
2 and/or as more fully addressed in the notice of informal hearing. The informal hearing was held
3 pursuant to NRS 631.363 and NAC 631.250 and 631.255.
4

5 12. In attendance at the December 19, 2014, informal hearing was Bradley Strong, DDS,
6 Disciplinary Screening Officer; Debra Shaffer-Kugel, Executive Director of the Board, and
7 Board attorney, John A. Hunt, Esq. Respondent did not attend the informal hearing.
8

9 **ALLEGATIONS REGARDING**
10 **RESPONDENT'S TREATMENT OF PATIENT, BARBARA HARRISON**

11 13. The Board repeats and realleges the allegation contained in paragraphs 1 through 12 and
12 reincorporates the same as if fully set forth herein.

13 14. Patient, Barbara Harrison, had actively seen Dr. Brannan for a period of 12 years.
14

15 15. Dr. Brannan failed to diagnose and properly treat the patient's periodontal disease. No
16 periodontal charting or periodontal diagnosis was recorded for a period of 10 years. There was
17 evidence of bone loss and generalized radiographic calculus on the x-rays. Said actions/inactions
18 of Dr. Brannan are in violation of NRS 631.075; NRS 631.095; NRS 631.3475(1), (2), and/or
19 (4).
20

21 **ALLEGATIONS REGARDING**
22 **RESPONDENT'S TREATMENT OF PATIENT, JILL HOUSKA**

23 16. The Board repeats and realleges the allegation contained in paragraphs 1 through 15 and
24 reincorporates the same as if fully set forth herein.

25 17. Patient, Jill Houska, had actively seen Dr. Brannan for a period of 12 years.
26

27 18. Dr. Brannon violated NAC 631.350 when he failed to file an answer the complaint within
28 the time prescribed.

1 19. Dr. Brannan failed to diagnose the patient's periodontal, endodontic, and restorative
2 issues. Said actions/inactions are in violation of NRS 631.075; NRS 631.095; NRS 631.3475(1),
3 (2), and/or (4).

4
5 20. Dr. Brannan failed to diagnose the patient's advanced caries with pulpal involvement on
6 teeth #3, #15, and #20 which led to the need for root canal therapy, core buildups, and crowns.
7 Said actions/inactions are in violation of NRS 631.075; NRS 631.095; NRS 631.3475(1), (2),
8 and/or (4).

9 21. Dr. Brannan failed to diagnose the failing restorations, decay, and fractured teeth #4, #5,
10 #7, #10, #12, #18, #29, and #31. Said actions/inactions are in violation of NRS 631.075; NRS
11 631.095; NRS 631.3475(1), (2), and/or (4).

12
13 **ALLEGATIONS REGARDING VIOLATION OF NAC 631.150**

14 22. The Board repeats and realleges every allegation contained in paragraphs 1 through 21
15 and reincorporates the same as if fully set forth herein.

16
17
18 23. Dr. Brannon violated NAC 631.150 when he failed to provide the Board written notice
19 within 30 days of a change in his permanent residence address and/or address where he conducts
20 his practice.

21
22 **RECOVERY OF ATTORNEY'S FEES AND COSTS**

23
24 24. The Board repeats and realleges every allegation contained in paragraphs 1 through 23
25 and reincorporates the same as if fully set forth herein.

1 25. NRS 622.400 provides:

2 1. A regulatory body may recover from a person reasonable attorney's fees and
3 costs that are incurred by the regulatory body as part of its investigative,
4 administrative and disciplinary proceedings against the person if the regulatory
5 body:

6 (a) Enters a final order in which it finds that the person has violated any
7 provision of this title which the regulatory body has the authority to
8 enforce, any regulation adopted pursuant thereto or any order of the
9 regulatory body; or

10 (b) Enters into a consent or settlement agreement in which the regulatory
11 body finds or the person admits or does not contest that the person has
12 violated any provision of this title which the regulatory body has the
13 authority to enforce, any regulation adopted pursuant thereto or any order
14 of the regulatory body.

15 2. As used in this section, "costs" means:

16 (a) Costs of an investigation.

17 (b) Costs for photocopies, facsimiles, long distance telephone calls and
18 postage and delivery.

19 (c) Fees for court reporters at any depositions or hearings.

20 (d) Fees for expert witnesses and other witnesses at any depositions or
21 hearings.

22 (e) Fees for necessary interpreters at any depositions or hearings.

23 (f) Fees for service and delivery of process and subpoenas.

24 (g) Expenses for research, including, without limitation, reasonable and
25 necessary expenses for computerized services for legal research.

26 26. This action relates to the Board, a regulatory body, undertaking action as part of its
27 investigative, administrative, and disciplinary proceedings against Respondent as to the
28 enforcement of provisions of chapter 631 of the Nevada Revised Statutes and/or chapter 631 of

1 the Nevada Administrative Code which the Board has the authority to enforce and, therefore,
2 NRS 622.400(1) is satisfied.

3
4
5 27. That, as a result of NRS 622.400(1) being satisfied, as alleged immediately above, the
6 Board may, should NRS 622.400(1)(a) or (b) be satisfied, recover from Respondent its attorney's
7 fees and costs.

8
9 **Wherefore, it is prayed:**

10
11 1. The Board conduct a hearing regarding the above-referenced matters constituting
12 violations of the provision of chapter 631 of the NRS and/or NAC;

13 2. Upon conclusion of said hearing, the Board take such action as it deems appropriate
14 pursuant to NRS 631.350, and any other applicable provision of chapter 631 of the NRS and/or
15 NAC;

16
17 3. To the extent the Board deems appropriate, assess against Respondent as provided by law
18 regarding attorney's fees and costs incurred by reason of the investigation, administration, and
19 prosecution, and hearing of this matter;

20 4. To the extent the Board deems appropriate, impose a fine upon Respondent in an amount
21 deemed appropriate, pursuant to NRS 631.350(1)(c);

22
23 5. To the extent the Board deems appropriate, order that Respondent reimburse one or both
24 of the at-issue patients, pursuant to NRS 631.350(1)(l);

25 6. To the extent the Board deems appropriate, issue a public reprimand upon Respondent,
26 pursuant to NRS 631.350(1)(e), based upon any findings of Respondent's violations of the
27

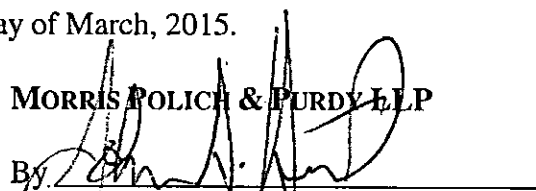
28

1 above-referenced provisions of chapter 631 of the Nevada Revised Statutes and Nevada
2 Administrative Code; and

3 7. Take such further action provided for and allowed pursuant to relevant authority.

4 Respectfully submitted this 30th day of March, 2015.

5
6 **MORRIS POLICH & PURDY LLP**

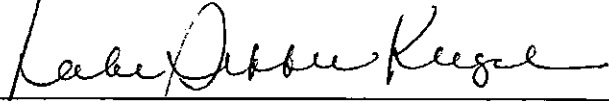
7 By 
8 John A. Hunt, Esq. (NSBN 1888)
9 Bert Wuester Jr., Esq. (NSBN 5556)
10 500 South Rancho Drive, Suite 17
11 Las Vegas, Nevada 89106
12 ph. (702) 862-8300; fax (702) 862-8400
13 email: jhunt@mpplaw.com
14 email: bwuester@mpplaw.com
15 Attorney for Complainant

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

VERIFICATION


STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

The foregoing Complaint has been prepared from information known to me or communicated to me and/or the Board and its staff and/or upon the information available and as referenced in the Complaint and any exhibit(s). Based on such information, it is believed the allegations in the Complaint are true and correct.

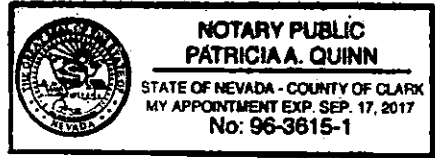


Debra Shaffer-Kugel, Executive Director, Nevada State Board of Dental Examiners

SUBSCRIBED and SWORN to before me
this 30th day of March, 2015.



NOTARY PUBLIC, in and for said
County and State.



H:\WDDOCS\3336\37960\LV154818.DOCX



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



Video Conferencing for this meeting was available at the Nevada State Board of Medical Examiners located at 1105 Terminal Way, Suite 301, Reno, Nevada 89502

DRAFT Minutes

Friday May 22, 2015
 9:00 a.m.

Amended Board Meeting

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

At the discretion of the Chair, public comment is welcomed by the Board, but will be heard only when that item is reached and will be limited to five minutes per person. A public comment time will also be available as the last item on the agenda. The Chair may allow additional time to be given a speaker as time allows and in his/her sole discretion. Once all items on the agenda are completed the meeting will adjourn.

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

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

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

- Dr. J Gordon Kinard -----PRESENT
- Dr. J Stephen Sill -----PRESENT
- Dr. Timothy Pinther -----PRESENT
- Dr. Jade Miller-----EXCUSED
- Dr. Gregory Pisani-----PRESENT
- Dr. Byron Blasco-----PRESENT
- Dr. Jason Champagne-----PRESENT
- Mrs. Leslea Villigan -----EXCUSED
- Mrs. Theresa Guillen -----PRESENT
- Ms. Caryn Solie -----PRESENT
- Mrs. Lisa Wark -----PRESENT

Others Present: John Hunt, Board Legal Counsel; Debra Shaffer-Kugel, Executive Director; Stacie Hummel, NSBDE Accountant.

Public Attendees: Kelly Taylor, RDH, NDHA; Debbie Bethers, RDH; Hasty Estes, RDH; Eric Stryker, Counsel for Dr. Tang, Wilson & Elser; Annette Licicome, NDHA; Robert Talley, DDS, NDA; Terri Chandler, Future Smiles; Stephanie Redwine, Future Smiles/SNDHA; Rhonda Dunnivant, SNDHA; Arann Liu, SNDHA; Jeff McWaine, Nevada Health Centers; Erin Wilson; Brad Wilbur, DDS, NDA; Gary Braun, DMD, MS; Failing, NDHA; Representative from the Oral Health of Nevada was also present in Northern Nevada.

58 2. **Public Comment:** (Public Comment is limited to five (5) minutes for each individual)

59

60

61

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

62

63

64

65

66

67

68

69

70

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

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

- (1) Board Meeting-03/20/2015
- (2) Committee on Dental Hygiene Meeting-03/20/2015
- (3) Budget & Finance Committee Meeting-05/07/2015
- (4) Board Teleconference – 05/07/2015

71

MOTION: Ms. Guillen made the motion to accept the minutes from 03/20/2015. Motion seconded by Dr. Blasco. All were in favor.

72

73

74

75

76

MOTION: Dr. Pisani made the motion to accept the minutes from 05/07/2015. Motion seconded by Ms. Guillen. All were in favor.

77

78

*b. **Financials-NRS 631.180** (For Possible Action)

- (1) Review Balance Sheet and Statement of Revenues, Expenses and Balances for fiscal period July 1, 2014 through March 2015 (For Possible Action)

79

80

81

Mrs. Hummel pointed out the areas of the budget that were over budget. She noted to the board members that staff was already looking into more cost effective ways to reduce costs that were over budget.

84

85

86

MOTION: Dr. Blasco made the motion to accept. Motion seconded by Ms. Guillen. All were in favor.

87

88

89

MOTION to go out of order to agenda item (7i): Ms. Guillen made the motion. Motion seconded by Dr. Blasco. All were in favor.

90

91

*7. **Resource Group Reports**

92

93

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

(Chair: Dr. Blasco, Dr. Pinther, Mrs. Wark, Mrs. Guillen)

94

95

* (1) Recommendations to the Board for items noticed on the May 7, 2015 Meeting (For Possible Action)

96

97

98

99

100

101

102

103

104

- a. Recommend the Board adopt a policy for the issuance of Cost of Living raises at a maximum of 3% and approve the Executive Director to conduct review and merit increases for staff.
- b. Recommend the Board budget for FY2016 a maximum amount for holiday bonuses to be dispersed equally among staff in the amount of \$3,000.00.
- c. Recommend the Board increase the reserve account to 1.2 million dollars

105

Mrs. Hummel indicated to the Board that 1.2 million would be 12 months of expenses, and stated that it would be a good idea to have reserves in case there is an immense litigation. Dr. Sill inquired on how long it would take for them to reach the goal of 1.2 million. Dr. Blasco noted that the committee discussed this question at meeting and they believe it may not take long that, perhaps, it could be reached in 4 years. Mrs. Hummel indicated that they have been able to build the reserves rather well in the past few years. She added that when they reach 1.2 million they could look at programs that that they can fund that would earn great interest.

106

107

108

109

110

111

Mrs. Wark noted to the board members that the \$3,000 for holiday bonuses was a maximum amount, and that they do not have disburse the entire amount among employees. Mrs. Hummel noted that the cost of living raise of three percent (3%) was a maximum amount, however, that it may actually be 2.5% depending on the state's

112

113

114

115 current index. Mrs. Shaffer-Kugel clarified that the State sets the cost of living index. Dr. Kinard indicated that
116 he would like the actual percentage to be provided for future budgets.
117

118 MOTION: Dr. Kinard made the motion to approve, with the amendment that they grant the cost of living increase
119 based on the index declared by the state. Motion seconded by Dr. Sill. All were in favor.

120 MOTION to return to agenda item order: A motion and a second were made. All were in favor.
121

122 *c. Authorized Investigative Complaint(s)-NRS 631.360-(For Possible Action)
123

124 (1) Dr X- NAC 631.224 and NAC 631.270
125

126 Mrs. Shaffer-Kugel went over the alleged violations and requested approval to authorize the investigations.
127

128 MOTION: Dr. Pisani made the motion to authorize. Motion seconded by Mrs. Wark. All were in favor.
129

130 (2) Dr Y-NAC 631.2213; NAC 631.2236 and NAC 631.270
131

132 Mrs. Shaffer-Kugel went over the alleged violations and requested approval to authorize the investigations.
133

134 MOTION: Dr. Blasco made the motion to authorize. Motion seconded by Mrs. Wark. All were in favor.
135

136 (3) Dr Z-NRS 631.395(11); NRS 631.346 and NAC 631.230
137

138 Mrs. Shaffer-Kugel went over the alleged violations and requested approval to authorize the investigations.
139

140 MOTION: Dr. Kinard made the motion to authorize. Motion seconded by Mrs. Wark. All were in favor.
141

142
143 *d. Travel-NRS 631.190 (For Possible Action)
144

145 * (1) Reno to Las Vegas-May 22-23, 2015 (Retroactive)
146

- 147 (a) Jason Champagne, DDS
- 148 (b) Caryn Solie, RDH
- 149 (c) Timothy Pinther, DDS
- 150 (d) Gregory Pisani, DDS
- 151 (e) Theresa Guillen, RDH

152
153 *(2) Reno to Las Vegas-June 19, 2015
154

- 155 (a) Jason Champagne, DDS
- 156 (b) Timothy Pinther, DDS
- 157 (c) Gregory Pisani, DDS
- 158 (d) Theresa Guillen, RDH

159 Mrs. Shaffer-Kugel noted that travel for the May 22-23, 2015 hearing/meeting was not originally budgeted for.
160

161 MOTION: Mrs. Wark made the motion to approve. Motion was seconded. All were in favor.
162
163

164 e. Correspondence
165

166 (1) Invitation to attend the Radiation Control Program Stakeholder's Meeting-June 24, 2015
167

168 Mrs. Shaffer-Kugel indicated that the invitation was provided to them, but no action required.
169
170
171

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

173
174 *a. Legal Actions/Lawsuit(s) Update (For Possible Action)

175
176 (1) District Court Case(s) Update

177
178 Mr. Hunt indicated that there were pending cases regarding the illegal practice of dentistry initiated by the Board.
179 He reminded the board members to not to speak to anyone regarding any issues, and to refer them to Mrs. Shaffer-
180 Kugel or him.

181
182 *b. Consideration of Stipulation Agreements (For Possible Action)

183
184 (1) Thien Tang, DDS

185
186 Mr. Hunt went over the provisions of the proposed stipulation agreement. Counsel for Dr. Tang was present.

187
188 MOTION: Dr. Pisani made the motion to adopt. Motion seconded by Mrs. Wark. All were in favor.

189
190 (2) Cyrus D Kwong, DDS

191
192 Mr. Hunt went over the provisions of the proposed stipulation agreement.

193
194 MOTION: Dr. Sill made the motion to adopt. Motion seconded by Dr. Blasco. All were in favor; Mrs. Wark nay.

195
196 (3) Hai Xa, DMD

197
198 Mr. Hunt went over the provisions of the proposed stipulation agreement.

199
200 MOTION: Dr. Pisani made the motion to adopt. Motion seconded by Mrs. Wark. Discussion: Mrs. Wark inquired
201 of the difference between disciplinary and corrective actions, and what the criteria was. Mr. Hunt explained both
202 and their criteria. He added the Board is to keep people in dentistry and be remedial in nature. All were in favor; Dr.
203 Sill abstained.

204
205 (4) Peter P Doan, DDS

206
207 Mr. Hunt went over the provisions of the proposed stipulation agreement. He added that there are times the
208 complaints received are not regarding treatment rendered, but are rather based on the way the dentist treats a
209 patient.

210
211 MOTION: Mrs. Wark made the motion to adopt. Motion seconded by Ms. Guillen. All were in favor.

212
213
214 *5. Old Business (For Possible Action)

215
216 *a. Approval for Specialty Licensure by Credential – NRS 631.255(1)(b) (For Possible Action)

217
218 (1) Timothy C Adams, DMD - Endodontics

219
220 Dr. Blasco indicated that he reviewed the application and recommended approval.

221
222 MOTION: Dr. Pisani made the motion to approve. Motion seconded by Mrs. Wark. All were in favor; Dr. Blasco
223 abstained.

224
225
226
227
228
229

230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258

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

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

***a. Request for Advisory Opinion regarding whether it is permissible for a dental hygienist who holds a Public Health Endorsement and who is faculty through the CSN Dental Hygiene Program to supervise dental hygiene students performing treatments through Board approved Public Health Programs and/or Correctional Facilities without the presence of a Nevada licensed dentist-NAC 631.279 (For Possible Action)**

- (1) Marianne Sampson, RDH, BSDH

Mr. Hunt noted for the records that Ms. Sampson was not present. He advised the board of what the statute states regarding Public Health Endorsed (PHE) Dental Hygienists. Mrs. Shaffer-Kugel stated that a PHE gives a dental hygienist the ability to conduct the duties listed under NAC 631.210, but that it does not grant them the ability to supervise others. She further clarified that what Ms. Sampson was asking if it would be permissible for the dental hygiene students could perform the services listed under NAC 631.210(1a-1n). Additionally, she stated that they would like to know if they would be violating the regulation if they were to do allow a student to perform said duties. Mr. Hunt stated that they would be in violation, as the statute and regulation are rather clear.

MOTION/ADVISORY OPINION: Dr. Blasco gave the opinion that the board will uphold the current verbiage as stated in NAC 631.210, that they are required to have a dental director present, Furthermore, that a dental hygiene student cannot perform services in the Maguire facility unless there is a dental director present. Motion seconded by Dr. Pisani. Mrs. Shaffer-Kugel suggested amending the language of the advisory opinion to read dental hygiene students cannot perform duties as set forth in NAC 631.210 without supervision of a licensed dentist in a public health facility or correctional facility. Dr. Blasco and Dr. Pisani both agreed to amend their motion and second, respectively, to the language as stated by Mrs. Shaffer-Kugel.

***b. Approval for Dental Licensure by WREB – NRS 631.240(1)(b)(2) (For Possible Action)**

- | | | |
|----------------------------|---------------------------|------------------------------|
| (2) Arthur P Abdoulin, DMD | (7) Colby A Meeder, DMD | (12) Chun-Ting Ching DMD |
| (3) Joon Baek, DDS | (8) Luis A Salazar, DMD | (13) Eileen K Huynh DMD |
| (4) Danton L Bradshaw, DDS | (9) Jessica K Wu, DDS | (14) Jee R Yoo DDS |
| (5) Ryan R Falke, DDS | (10) Judd F Boehme, DDS | (14) Ivan K Hendrickson, DDS |
| (6) Katina A Landon, DDS | (11) Anna Shagharyan, DMD | |

Dr. Blasco indicated that he reviewed the application and recommended approval, and asked that the board table (10) Judd F. Boehme, DDS.

MOTION: Dr. Kinard made the motion to approve. Motion seconded by Mrs. Wark. All were in favor; Dr. Blasco abstained.

***c. Approval for Dental Licensure by ADEX – NRS 631.240(1)(b)(1) (For Possible Action)**

- (1) Nicole K I Fernandez DMD
- (2) Satyaprasad C Nayak DMD
- (3) Samuel B Oh DMD
- (4) Mathew L Stewart DMD

Dr. Blasco indicated that he reviewed the applications and recommended approval.

MOTION: Mrs. Wark made the motion to approve. Motion seconded by Ms. Guillen. All were in favor; Dr. Blasco abstained.

***d. Approval for Specialty License by Credential (Board Recognized)–NRS 631.255 (1)(b) (For Possible Action)**

- (1) Brian G Chrzan DDS - Orthodontics

25 Dr. Blasco indicated that he reviewed the application and recommended approval.
26 MOTION: Mrs. Wark made the motion to approve. Motion seconded by Dr. Pisani. All were in favor; Dr. Blasco
27 abstained.

28
29 ***e. Approval for Specialty License by Application–NRS 631.250 (For Possible Action)**

- 30
31 (1) Eryn E Ence DMD – Orthodontics
32 (2) Heather M Parsons DMD – Pediatric Dentistry
33 (3) Blair M Thomas DMD – Oral and Maxillofacial Surgery
34

35 Dr. Blasco indicated that he reviewed the applications and recommended approval.

36
37 MOTION: Mrs. Wark made the motion to approve. Motion seconded by Ms. Solie. All were in favor; Dr. Blasco
38 abstained.

39
40 ***f. Approval for Dental Hygiene Licensure by ADEX – NRS 631.300(1)(b)(1) (For Possible Action)**

- 41
42 (1) Liesel S M Tavey
43

44 Dr. Blasco indicated that he reviewed the application and recommended approval.

45
46 MOTION: Dr. Pisani made the motion to approve. Motion seconded by Mrs. Wark. All were in favor; Dr. Blasco
47 abstained.

48
49 ***g. Approval for Dental Hygiene Licensure by WREB – NRS 631.300(1)(b)(3) (For Possible Action)**

- 50
51 (1) Kynzie Atkinson
52 (2) Kari D Garms
53

54 Dr. Blasco indicated that he reviewed the applications and recommended approval.

55
56 MOTION: Mrs. Wark made the motion to approve. Motion seconded by Dr. Pisani. All were in favor; Dr. Blasco
57 abstained.

58
59 ***h. Approval of Public Health Endorsement – NRS 631.287 (For Possible Action)**

- 60
61 (1) Esther L Coghlan, RDH – Seal Nevada South Program
62

63 Dr. Blasco indicated that he reviewed the application and recommended approval.

64
65 MOTION: Ms. Solie made the motion to approve. Motion seconded by Dr. Pisani. All were in favor; Dr. Blasco
66 abstained.

67
68 ***i. Approval of Voluntary Surrender of License – NAC 631.160 (For Possible Action)**

- 69
70 (1) Adam Persky DMD
71 (2) Peter M DiGrazia DMD
72 (3) Katie V Duong DMD
73

74 Mr. Hunt indicated that Dr. Persky has a pending verified complaint, and that the Board can decline to approve his
75 application to voluntary surrender.

76
77 MOTION: Dr. Pisani made the motion to reject the voluntary surrender application for Adam Persky. Motion
78 seconded by Mrs. Wark. All were in favor; Dr. Blasco abstained.

79
80 Mrs. Shaffer-Kugel indicated that Dr. DiGrazia was in good standing.

81
82 MOTION: Ms. Solie made the motion to approve. Motion seconded by Mrs. Wark. All were in favor.

83 Mrs. Shaffer-Kugel indicated that Dr. Duong was in good standing.

84
85 MOTION: Dr. Pisani made the motion to approve. Motion seconded by Mrs. Wark. All were in favor.

86
87 *j. **Approval for Anesthesia-Temporary Permit – NAC 631.2254** (For Possible Action)

88
89 (1) **Conscious Sedation** (For Possible Action)

- 90 a. Mary Ann Michael, DDS
91 b. Afshin Azimi, DDS

92
93 Dr. Blasco indicated that he reviewed the applications and recommended approval.

94
95 MOTION: Mrs. Wark made the motion to approve. Motion seconded by Dr. Kinard. All were in favor; Dr. Blasco
96 abstained.

97
98 (2) **General Anesthesia** (For Possible Action)

- 99 a. Ryan R Falke, DDS

100
101 Dr. Blasco indicated that he reviewed the application and recommended approval.

102
103 MOTION: Mrs. Wark made the motion to approve. Motion seconded by Dr. Pisani. All were in favor; Dr. Blasco
104 abstained.

105
106 *k. **Approval for Anesthesia-Permanent Permit – NAC 631.2233** (For Possible Action)

107
108 (1) **Conscious Sedation** (For Possible Action)

- 109 (a) Charles R. Cordova Jr., DDS

110
111 Dr. Blasco indicated that he reviewed the application and recommended approval.

112
113 MOTION: Mrs. Wark made the motion to approve. Motion seconded by Dr. Guillen. All were in favor; Dr. Blasco
114 abstained.

115
116 **I. Report from Timothy Pinther, DDS, Board President regarding the AADB Meeting Chicago IL,**
117 **April 26-27, 2015**

118
119 Dr. Pinther indicated that the topics were regarding impairment issues. He noted that the Powerpoint
120 presentations were available on the AADB's website for anyone interested in viewing or obtaining more
121 information regarding the topic of discussion at this year's meeting. He added that they also discussed prescribing
122 and vicodin use issues.

123
124 **m. Legislative Report from Timothy Pinther, DDS, Board President**

125
126 Dr. Pinther read the report that was provided to the Board members. (Attached for the record) Mrs. Shaffer-Kugel
127 went over the changes being proposed in AB89, which is to go before the Senate. Dr. Talley commented that there
128 is a bill that would affect dentists in that they would be required to run a prescription self-query report twice
129 annually.

130
131
132 *7. **Resource Group Reports**

133
134 *a. **Legislative and Dental Practice** (For Possible Action)

135 (Chair: Dr. Pinther; Dr. Champagne; Dr. Blasco; Dr. Kinard; Mrs. Guillen, Mrs. Wark)

136
137 No report.

138
139
140

- 141
142 *b. Legal and Disciplinary Action (For Possible Action)
143 (Chair: Dr. Kinard; Dr. Pisani; Dr. Sill; Dr. Blasco; Mrs. Villigan; Mrs. Wark)
144

145 No report.

- 146
147 *c. Examinations Liaisons (For Possible Action)

- 148 * (1) WREB Representatives (For Possible Action)
149 (Dr. Blasco and Mrs. Solie)

150 No report.

- 151
152 * (2) ADEX Representatives (For Possible Action)
153 (Dr. Kinard)

154
155 Dr. Kinard indicated that ADEX will be having a meeting in Chicago in November, but will be unable to attend and
156 that he will be looking for someone to take his place.
157

- 158 *d. Continuing Education (For Possible Action)
159 (Chair: Dr. Sill; Dr. Blasco; Dr. Pisani; Mrs. Villigan; Ms. Solie)
160

161 No report.

- 162
163 *e. Committee of Dental Hygiene (For Possible Action)
164 (Chair: Mrs. Guillen; Mrs. Villigan, Ms. Solie; Dr. Sill)
165

- 166 * (1) Approval/Rejection of the Recommendations from the Committee on Dental Hygiene to the
167 Board regarding certain amendments/changes to regulations NAC 631.210 and NAC 631.220
168 (For Possible Action).
169

170
171 Report: Mrs. Guillen indicated that on March 20th, the committee met with two representatives and that the
172 meeting went well. She noted that there were some recommendations, and went over the recommendations. She
173 stated that should the board approve recommendations that they would have to schedule a workshop. (Report
174 attached for the record). Mrs. Shaffer-Kugel indicated that the Board will hold a public workshop and once they
175 approve the language, she will then forward the drafted language to the Legislative Counsel Bureau (LCB). Once
176 the LCB has reviewed the language they will then return the language to the Board with their comments and
177 changes, if any. Once the language has returned, the board will then hold a second workshop to draft the final
178 language. There was some discussion of some of the changes that were not as obvious to see.
179

180 MOTION: Dr. Pisani made the motion to approve section (1a-b-c-d). Motion seconded by Mrs. Wark. All were in
181 favor. Board will now move forward to schedule a workshop for regulation changes to be forwarded to the LCB.
182

183 Section (2) – MOTION: Ms. Solie made the motion accept the recommended changes to section 2 (a-r). Motion
184 seconded by Dr. Pisani. All were in favor.
185

186 Mrs. Shaffer-Kugel explained to Ms. Solie some of the movements and changes made to create a new section one
187 (1) and certain items to be placed in the new section and those to be listed in the now section two (2) [now
188 encompasses (1)(m-r)].
189

190 Section (3) – MOTION: Ms. Solie made the motion to accept the recommendations. Mrs. Shaffer-Kugel clarified to
191 the Board that this change would remove the requirement for local anesthesia and nitrous oxide to be administered
192 without the supervision of a dentist in the office. She noted that this would only allow them to render local
193 anesthesia and nitrous oxide to patients of records and would not apply to new patients. Motion was seconded by
194 Dr. Pisani. Discussion: Mr. Hunt noted that no one is approving the changes, rather they are accepting the
195 regulations that they want to consider for changes, which will be opened for discussion at a public workshop to be
196 held at a later time. All were in favor; Mrs. Wark opposed.
197
198

199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256

Supervision language: dentist authorization while present.

MOTION: Mrs. Wark made the motion to accept the recommendations of this section to be considered at a workshop to be adopted as a regulation. Motion seconded by Ms. Solie. Discussion: Mrs. Shaffer-Kugel clarified that there were no changes to (6, 7, and 8). All were in favor.

Recommended changes regarding Dental Assistants - NAC 631.220:

Ms. Guillen reads section (1).

MOTION: Ms. Solie made the motion to accept. Motion seconded by Dr. Pisani. All were in favor.

Ms. Guillen read section (2), which is basically taking (a) and (b) out.

MOTION: Dr. Pisani made the motion to accept the recommendation and to change the language “following prior to” to ‘prior’. Motion was seconded by Ms. Guillen. All were in favor. Dr. Pisani amended his motion to keep the language as stated in the recommendation; both Dr. Pisani and Ms. Guillen amended the motion and second to strike ‘of the’ and not the term ‘prior’. All were in favor.

DSK; There was letters of support and opposition in the public books.

- *f. Specialty (For Possible Action)
(Chair: Dr. Pisani; Dr. Miller; Dr. Pinther)

No report

- *g. Anesthesia (For Possible Action)
(Chair: Dr. Miller; Dr. Pinther; Dr. Champagne, Dr. Kinard)

- *(1). Discussion and Approval/Rejection to Update the Emergency Scenarios for Anesthesia Evaluations (For Possible Action)

Mrs. Shaffer-Kugel indicated that the anesthesia evaluators noted that some of the algorithms being used when conducting evaluations were outdated, and had asked to modify. She stated that the evaluators were asking for approval to update anesthesia form, and that the applicants applying for permits be notified of the areas they will be evaluated on.

MOTION: Dr. Kinard made the motion to accept. Motion seconded by Mrs. Wark. All were in favor.

- *h. Infection Control (For Possible Action)
(Chair: Mrs. Villigan; Dr. Blasco; Dr. Champagne; Dr. Pisani; Ms. Solie; Mrs. Wark)

No report.

8. Public Comment: (Public Comment is limited to Five (5) minutes for each individual)

Lynn with Oral Health of Nevada asked for clarification regarding the advisory opinion, that there must be a dentist on site to perform instruction, and stated that it appeared to her that this is what was listed under section (h). Mr. Hunt stated that the statute has to be complied with, and a dental director must be present. He noted to Lynn that the Advisory Opinion is limited to what was specifically asked. He reiterated the advisory opinion given.

New guests were asked to introduce themselves: Sid Nancy; Dr. DiGrazia; and Dr. Handlen.

Dr. Talley commented that the pending workshop will be a rather important one and would like to be able to see unambiguous language listed for duties under supervision and authorization.

Mrs. Chandler commended the Board for being open to the changes regarding dental hygienists and dental assistants, which she feels will allow for better quality of care.

Mrs. Lincicome: Congratulated the dental hygiene committee for their work.

257
258

259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290

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

9. **Announcements:** Mrs. Shaffer-Kugel announced to the Board that Ms. Solie was invited to attend the CDCA meeting. She stated that this would not a budgetary expense for Board, however, that if anyone was interested in attending, to please let her know. Dr. Pinther stated that he will be attending, and therefore, can fill in for her.

Mrs. Shaffer-Kugel commented that there were quite a few dentists that have yet to renew their dental license, and reminded everyone that the June 30th deadline was approaching. She noted that a reminder postcard will be sent out. She went on to explain the prescription monitoring program self-query that is now required. She stated to the Board that she was also working on the budget for the upcoming fiscal year.

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

MOTION: Ms. Guillen made the motion to adjourn. Motion was seconded by Mrs. Wark.

Meeting Adjourned at 11:24 am.

Respectfully submitted by:

Debra Shaffer-Kugel, Executive Director



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



Formal Hearing to be held at the Nevada State Board of Dental Examiners office

DRAFT MINUTES

Friday, May 22, 2015

1 p.m.

Saturday May 23, 2015

9 a.m.

AMENDED FORMAL HEARING

Nevada State Board of Dental Examiners v. L. Scott Brooksby, DDS

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

At the discretion of the Chair, public comment is welcomed by the Board, but will be heard only when that item is reached and will be limited to five minutes per person. A public comment time will also be available as the last item on the agenda. The Chair may allow additional time to be given a speaker as time allows and in his/her sole discretion. Once all items on the agenda are completed the meeting will adjourn.

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

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

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

- Dr. J Gordon Kinard -----PRESENT
- Dr. J Stephen Sill -----PRESENT
- Dr. Timothy Pinther -----PRESENT
- Dr. Jade Miller-----EXCUSED
- Dr. Gregory Pisani-----PRESENT
- Dr. Byron Blasco-----PRESENT
- Dr. Jason Champagne-----PRESENT
- Mrs. Leslea Villigan -----EXCUSED
- Mrs. Theresa Guillen -----PRESENT
- Ms. Caryn Solie -----PRESENT
- Mrs. Lisa Wark -----PRESENT

Others Present: John Hunt, Board Legal Counsel; Debra Shaffer-Kugel, Executive Director; Court reporter.

Public Attendees: L. Scott Brooksby, DDS; Adrian Ruiz, DDS; William Gussow, DDS, present on behalf of Assemblywoman Shelton.

Pledge of Allegiance

2. **Public Comment:** (Public Comment is limited to five (5) minutes for each individual) No public comment.

Note: Prior to the commencement and conclusion of a contested case or a quasi-judicial proceeding that may affect the due process rights of an individual the board may refuse to consider public comment. See NRS 233B.126.

*3. **Formal Hearing:** Nevada State Board of Dental Examiners vs. L. Scott Brooksby, DDS
(For Possible Action)

The purpose of this hearing is to consider the allegations regarding/related to the the verified complaint/complaint by the Nevada State Board of Dental Examiners for the violations of NRS 631 and NAC 631 and take such action the Board deems appropriate, pursuant to NRS 631.350. (Pursuant to NRS 241.030(1)(a), the board may, by motion, enter into closed session)

Board Legal Counsel, Mr. Hunt, presented his legal case and violations regarding Dr. Brooksby. A discussion was held regarding the allegations outlined in the complaint, to include: Marlia Fujack, use of ozone generator, false advertisement, and dental assistants using lasers and hypnosis. Dr. Brooksby presented his case. The Board deliberated and issued an Order. The Board will be issuing an order pursuant to statutes and regulations.

4. **Public Comment:** (Public Comment is limited to five (5) minutes for each individual) No public comment.

Note: Prior to the commencement and conclusion of a contested case or a quasi-judicial proceeding that may affect the due process rights of an individual the board may refuse to consider public comment. See NRS 233B.126.

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

There was a motion to adjourn. The motion was seconded. All were in favor.

Meeting Adjourned at 8:35 pm.

Respectfully submitted by:

Debra Shaffer-Kugel, Executive Director



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



Telephone Conferencing for this meeting is available at the Nevada State Board of Dental Examiners located at 6010 South Rainbow Blvd, Suite A-1, Las Vegas, Nevada 89118

DRAFT MINUTES

Thursday, June 4, 2015
 6:04 PM

Telephone Conference Board Meeting Agenda

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

At the discretion of the Chair, public comment is welcomed by the Board, but will be heard only when that item is reached and will be limited to five minutes per person. A public comment time will also be available as the last item on the agenda. The Chair may allow additional time to be given a speaker as time allows and in his/her sole discretion. Once all items on the agenda are completed the meeting will adjourn.

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

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

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

Dr. J Gordon Kinard -----EXCUSED	Dr. Jason Champagne-----PRESENT
Dr. J Stephen Sill -----PRESENT	Mrs. Leslea Villigan-----EXCUSED
Dr. Timothy Pinther -----PRESENT	Mrs. Theresa Guillen -----PRESENT
Dr. Jade Miller-----PRESENT	Ms. Caryn Solie -----PRESENT
Dr. Gregory Pisani-----PRESENT	Mrs. Lisa Wark -----EXCUSED
Dr. Byron Blasco-----PRESENT	

Others Present: John Hunt, Board Legal Counsel; Debra Shaffer-Kugel, Executive Director.

Public Attendees: No public attendees.

2. **Public Comment:** (Public Comment is limited to five (5) minutes for each individual) No public comment.

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

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

***a. Approval for Dental Licensure by ADEX – NRS 631.240(1)(b)(1)** (For Possible Action)

- | | |
|----------------------------------|--------------------------------|
| (1) Mason R Duff DMD | (6) Christopher J Martinez DMD |
| (2) Brandon R Griffin DDS | (7) Coleman H Parker DMD |
| (3) Bryan N B Hoang DMD | (8) Andy Phui DMD |
| (4) Jane C Ince DMD | (9) Adam B Whiteley DMD |
| (5) Mahzarine M Irani Rohani DMD | |

Dr. Blasco indicated that he reviewed the applications and recommended approval.

MOTION: Dr. Pisani made the motion to approve. Motion was seconded by Ms. Solie. All were in favor; Dr. Blasco abstained.

***b Approval for Dental Licensure by WREB – NRS 631.240(1)(b)(2)** (For Possible Action)

- | | |
|----------------------------|---------------------------|
| (1) Yoonji An DMD | (7) Joanna M Schmitt DDS |
| (2) Christopher T Chiu DDS | (8) Jamie Smith, DDS |
| (3) Spencer J Faddis DDS | (9) Kathleen Paz J Uy DMD |
| (4) Whitney A Fisher DMD | (10) Bianca C Velayo DMD |
| (5) Philip J Lee DMD | (11) Kelli A Weyrick DMD |
| (6) Cindy Nou DMD | |

Dr. Blasco indicated that he reviewed the applications and recommended approval.

MOTION: Dr. Miller made the motion to approve. Motion was seconded by Ms. Guillen. All were in favor; Dr. Blasco abstained.

***c. Approval for Dental Hygiene Licensure by WREB – NRS 631.300(1)(b)(3)** (For Possible Action)

- | | |
|----------------------------|----------------------------|
| (1) Cheryl A Bird, RDH | (4) Rachel L Jennings, RDH |
| (2) Montana L Duncan, RDH | (5) Danielle Y Ollis, RDH |
| (3) Emily F Dursteler, RDH | |

Dr. Blasco indicated that he reviewed the applications and recommended approval.

MOTION: Ms. Solie made the motion to approve. Motion was seconded by Ms. Guillen. All were in favor; Dr. Blasco abstained.

4. Public Comment: (Public Comment is limited to Five (5) minutes for each individual) No public comment.

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

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

MOTION: Dr. Pisani made the motion to adjourn. Motion seconded by Dr. Sill. All were in favor.

Meeting Adjourned at 6:09 pm.

Respectfully submitted by:

Debra Shaffer-Kugel, Executive Director

Nevada State Board of Dental Examiners
Balance Sheet
As of April 30, 2015

Apr 30, 15

ASSETS

Current Assets

Checking/Savings

10000 · Wells Fargo-Operating 401,483.44

10010 · Wells Fargo-Savings 1,002,002.54

Total Checking/Savings 1,403,485.98

Accounts Receivable

11000 · Accounts Receivable 77,366.87

Total Accounts Receivable 77,366.87

Other Current Assets

11050 · Reimbursements Receivable 442.26

11200 · Prepaid Expenses 16,059.70

11210 · Prepaid Insurance 4,373.79

Total Other Current Assets 20,875.75

Total Current Assets 1,501,728.60

TOTAL ASSETS 1,501,728.60

LIABILITIES & FUND BALANCE

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable 48,805.28

Total Accounts Payable 48,805.28

Other Current Liabilities

22125 · DDS Deferred Revenue

22126-7 · 2017 DDS Retired/Disabled 950.00

22126-6 · 2017 DDS Inactive 11,400.00

22126-5 · 2017 DDS Active Licenses 100,400.00

22126-3 · 2015 DDS Active Licenses 89,757.32

22126-4 · 2015 DDS Inactive/Retired Fees 5,160.51

22900 · DDS-Permits 7,420.53

22901 · DDS-Limited License 2,377.15

22902 · DDS-Ltd Lic-Supervisor 1,933.32

Total 22125 · DDS Deferred Revenue 219,398.83

22136 · RDH Deferred Revenue

22138-1 · 2016 RDH Active 230,765.93

22138-2 · 2016 RDH Inactive/Retired 8,122.94

Total 22136 · RDH Deferred Revenue 238,888.87

Nevada State Board of Dental Examiners
Balance Sheet
As of April 30, 2015

	<u>Apr 30, 15</u>
20500 · Fines Payable-State of Nevada	3,850.00
23750 · Accrued Vacation/Sick Leave	<u>24,250.94</u>
Total Other Current Liabilities	<u>486,388.64</u>
 Total Current Liabilities	 <u>535,193.92</u>
 Total Liabilities	 535,193.92
 Fund Balance	 <u>966,534.68</u>
TOTAL LIABILITIES & FUND BALANCE	<u><u>1,501,728.60</u></u>

Nevada State Board of Dental Examiners
Statement of Revenues, Expenses and Fund Balance
July 2014 through April 2015

Ordinary Income/Expense	Jul '14 - Apr 15	Budget	\$ Over Budget
Income			
40000 · Dentist Licenses & Fees			
40100 · DDS Active License Fee	439,230.52	424,000.00	15,230.52
40102 · DDS Inactive License Fee	25,088.13	25,000.00	88.13
40135 · DDS Activate/Inactive/Suspend	8,300.00	4,250.00	4,050.00
40136 · DDS Activate Revoked License	850.00	1,000.00	(150.00)
40140 · Specialty License App	875.00	1,250.00	(375.00)
40145 · Limited License App	875.00	1,250.00	(375.00)
40115 · Limited License Renewal Fee	5,322.85	7,500.00	(2,177.15)
40146 · Limited License-S Application	0.00	100.00	(100.00)
40116 · LL-S Renewal Fee	3,043.95	3,420.00	(376.05)
40150 · Restricted License App	1,950.00	2,000.00	(50.00)
40180 · Anesthesia Site Permit App	13,050.00	8,330.00	4,720.00
40182 · CS/GA/Site Permit Renewals	9,102.80	9,050.00	52.80
40183 · CS/GA Site Permit Relnp	0.00	10,500.00	(10,500.00)
40175 · Conscious Sedation Permit Appl	10,200.00	6,000.00	4,200.00
40160 · Conscious Sedation Permit Relnp	9,350.00	7,080.00	2,270.00
40170 · General Anesthesia Permit Appl	3,350.00	2,250.00	1,100.00
40155 · General Anesthesia Permit Relnp	7,900.00	3,750.00	4,150.00
40212 · DDS ADEX License Application	21,200.00	12,000.00	9,200.00
40205 · DDS Credential Appl Fee-Spcly	22,800.00	12,000.00	10,800.00
40211 · DDS WREB License Application	81,625.00	34,400.00	47,225.00
Total 40000 · Dentist Licenses & Fees	664,113.25	575,130.00	88,983.25
50000 · Dental Hygiene Licenses & Fees			
40105 · RDH Active License Fee	160,309.07	161,250.00	(940.93)
40106 · RDH Inactive License Fee	5,739.56	6,625.00	(885.44)
40130 · RDH Activate/Inactive/Suspend	5,737.50	1,800.00	3,937.50
40126 · RDH Reinstate Revoked License	1,900.00	2,500.00	(600.00)
40110 · RDH LA/N2O Permit Fee	3,350.00	3,000.00	350.00
40224 · RDH ADEX License Application	600.00	1,800.00	(1,200.00)
40222 · RDH WREB License Application	25,200.00	15,000.00	10,200.00
Total 50000 · Dental Hygiene Licenses & Fees	202,836.13	191,975.00	10,861.13
50750 · Other Licenses & Fees			
40220 · License Verification Fee	4,250.00	3,250.00	1,000.00
40227 · CEU Provider Fee	7,550.00	3,150.00	4,400.00
40240 · Check Return Fee	0.00	50.00	(50.00)
40225 · Duplicate License Fee	1,025.00	500.00	525.00
40555 · Fines	0.00	250.00	(250.00)
40185 · Lists/Labels Printed	8,080.00	6,000.00	2,080.00
40600 · Miscellaneous Income	296.00	300.00	(4.00)
Total 50750 · Other Licenses & Fees	21,201.00	13,500.00	7,701.00
Total Income	888,150.38	780,605.00	107,545.38

Nevada State Board of Dental Examiners
Statement of Revenues, Expenses and Fund Balance
July 2014 through April 2015

	<u>Jul '14 - Apr 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Expense			
60500 · Bank Charges			
60500-1 · Bank Service Fees	36.50	0.00	36.50
60500-2 · Merchant Fees	7,056.12	4,690.00	2,366.12
Total 60500 · Bank Charges	7,092.62	4,690.00	2,402.62
68000 · Conferences & Seminars	13,499.36	20,295.00	(6,795.64)
63000 · Dues & Subscriptions	4,179.40	3,685.00	494.40
65100 · Furniture & Equipment	1,020.68	1,150.00	(129.32)
65500 · Finance Charges	792.52	42.00	750.52
66500 · Insurance			
66500-1 · Liability	5,145.70	5,946.00	(800.30)
66500-2 · Workers Compensation	658.77	850.00	(191.23)
Total 66500 · Insurance	5,804.47	6,796.00	(991.53)
66520 · Internet/Web/Domain			
66520-1 · GL Suites	35,311.20	29,250.00	6,061.20
66520-2 · E-mail, Website Services	1,735.83	1,640.00	95.83
66520-3 · Internet Services	1,291.44	1,280.00	11.44
66520-4 · Jurisprudence Exam Website	198.00	200.00	(2.00)
Total 66520 · Internet/Web/Domain	38,536.47	32,370.00	6,166.47
73500 · Information Technology			
73500-1 · Computer Repair/Upgrade	541.00	1,800.00	(1,259.00)
Total 73500 · Information Technology	541.00	1,800.00	(1,259.00)
66600 · Office Supplies	6,735.36	4,500.00	2,235.36
66650 · Office Expense			
68710 · Miscellaneous Expenses	6,312.77	1,150.00	5,162.77
68700 · Repairs & Maintenance			
68700-1 · Janitorial	5,000.00	5,000.00	0.00
68700-2 · Copier Maintenance (7545P)	2,882.44	3,350.00	(467.56)
68700-3 · Copier Maintenance (7435P)	1,851.92	1,825.00	26.92
Total 68700 · Repairs & Maintenance	9,734.36	10,175.00	(440.64)
68724 · Scanning Services	27,106.00	27,000.00	106.00
68725 · Security	700.00	790.00	(90.00)
68715 · Shredding Services	808.78	387.50	421.28
68720 · Utilities	3,792.74	3,317.00	475.74
Total 66650 · Office Expense	48,454.65	42,819.50	5,635.15
67000 · Printing	8,578.04	2,200.00	6,378.04
67500 · Postage & Delivery	12,385.14	9,000.00	3,385.14
68500 · Rent/Lease Expense			
68500-1 · Equipment Lease	1,514.92	1,137.00	377.92
68500-2 · Office			
68500-3 · Office Sub-Lease Income	(29,694.60)	(30,048.76)	354.16
68500-2 · Office - Other	80,838.00	82,049.46	(1,211.46)
Total 68500-2 · Office	51,143.40	52,000.70	(857.30)

Nevada State Board of Dental Examiners
Statement of Revenues, Expenses and Fund Balance
July 2014 through April 2015

	<u>Jul '14 - Apr 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
68500-4 · Storage Warehouse	2,733.85	2,130.00	603.85
Total 68500 · Rent/Lease Expense	55,392.17	55,267.70	124.47
75000 · Telephone			
75000-1 · Telephone-Office	2,122.41	1,900.00	222.41
75000-2 · Board Teleconference	222.94	225.00	(2.06)
Total 75000 · Telephone	2,345.35	2,125.00	220.35
75100 · Travel (Staff)	4,221.88	2,000.00	2,221.88
73550 · Per Diem (Staff)	264.00	500.00	(236.00)
73600 · Professional Fee			
73600-1 · Accounting	15,345.00	17,500.00	(2,155.00)
73600-4 · Legislative Services	15,000.00	15,000.00	0.00
73600-2 · Legal-General	23,284.54	46,600.00	(23,315.46)
Total 73600 · Professional Fee	53,629.54	79,100.00	(25,470.46)
73700 · Verification Services	7,741.50	6,650.00	1,091.50
72000 · Employee Wages & Benefits			
72100 · Executive Director	82,590.18	74,833.34	7,756.84
72300 · Credentialing & Licensing Coord	47,877.98	48,430.00	(552.02)
72132 · Site Inspection Coordinator	31,890.55	32,520.00	(629.45)
72200 · Technology/Finance Liaison	38,985.02	38,860.00	125.02
72130 · Public Info & CE Coordinator	26,410.00	26,676.00	(266.00)
72140 · Administrative Assistant (P/T)	12,914.79	11,960.00	954.79
72010 · Payroll Service Fees	1,404.50	1,040.00	364.50
72005 · Payroll Tax Expense	4,573.85	5,000.00	(426.15)
72600 · Retirement Fund Expense (PERS)	52,252.60	52,330.00	(77.40)
65525 · Health Insurance	40,044.53	40,420.00	(375.47)
Total 72000 · Employee Wages & Benefits	338,944.00	332,069.34	6,874.66
72400 · Board of Directors Expense			
72400-1 · Director Stipends	5,360.00	4,400.00	960.00
72400-2 · Committee Mtgs-Stipends	650.00	1,050.00	(400.00)
72400-3 · Director Travel Expenses	3,091.67	3,700.00	(608.33)
72400-4 · Semi-Annual Review/Planning Mtg	0.00	5,500.00	(5,500.00)
72400-9 · Refreshments - Board Meetings	1,444.01	1,000.00	444.01
Total 72400 · Board of Directors Expense	10,545.68	15,650.00	(5,104.32)
60001 · Anesthesia Eval Committee			
60001-1 · Evaluator's Fee	10,295.76	19,750.00	(9,454.24)
60001-4 · Travel Expense	4,484.89	4,000.00	484.89
Total 60001 · Anesthesia Eval Committee	14,780.65	23,750.00	(8,969.35)
73650 · Investigations/Complaints			
72550 · DSO Coordinator	2,775.00	5,000.00	(2,225.00)
73650-1 · DSO Consulting Fee	33,032.50	45,000.00	(11,967.50)
73650-2 · DSO Travel Expense	5,060.92	10,375.00	(5,314.08)
73650-3 · Legal Fees-Investigations	233,656.40	204,942.00	28,714.40

Nevada State Board of Dental Examiners
Statement of Revenues, Expenses and Fund Balance
July 2014 through April 2015

	<u>Jul '14 - Apr 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
73650-6 · Reimb Investigation Expenses	(155,648.06)	(135,000.00)	(20,648.06)
Total 73650 · Investigations/Complaints	118,876.76	130,317.00	(11,440.24)
60002 · Infection Control Inspection			
60002-1 · Initial Inspection Expense	6,621.72	12,000.00	(5,378.28)
60002-2 · Reinspection Expense	658.34	3,085.00	(2,426.66)
60002-3 · Random Inspection Expense	650.00	2,000.00	(1,350.00)
60002-4 · Travel Expense	2,473.53	4,168.00	(1,694.47)
Total 60002 · Infection Control Inspection	10,403.59	21,253.00	(10,849.41)
Total Expense	764,764.83	798,029.54	(33,264.71)
Net Ordinary Income	123,385.55	(17,424.54)	140,810.09
Other Income/Expense			
Other Income			
40800 · Interest Income	497.64	1,250.00	(752.36)
Total Other Income	497.64	1,250.00	(752.36)
Net Other Income	497.64	1,250.00	(752.36)
Net Income	123,883.19	(16,174.54)	140,057.73

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") pursuant to the following terms and conditions between the Nevada State Board of Dental Examiners ("Employer" or "Board") and Debra Shaffer-Kugel ("Executive Director") shall only become effective upon the Board approving this Agreement at a properly noticed public meeting.

1. Employment. Employer hereby employs Executive Director, and Executive Director hereby accepts employment by the Board, as the Board's Executive Director, and agrees to perform such executive, managerial and administrative duties, as set forth in NRS 631 and NAC 631 and perform other such duties which may be changed at the sole discretion of the Board without approval of the Executive Director as authorized by NAC 631.023(1)(f) during the Term, extension periods or "At Will" periods of this employment Agreement. With the exception of the provisions contained in this Agreement the Executive Director has also agreed to be bound by all of the terms and conditions set forth in the Nevada State Board of Examiners, Employee Handbook (hereinafter referred to as the "Employee Handbook") which is attached as Exhibit #1 to this Agreement. In the event there is a conflict between this Agreement and the Employee Handbook this Agreement shall be the controlling authority.

2. Effective Date; Term. This Agreement shall be effective as of June 28, 2013 ("Effective Date"). Subject to earlier termination as provided herein, the Board shall retain the Executive Director, and Executive Director shall serve in the employ of the Employer for a period of one (1) year commencing at the Effective Date. If either party to this Agreement chooses not to renew the terms and conditions set forth herein by exercising their rights under this paragraph then Executive Director's employment with Employer may continue on an At-Will basis. During the "At Will" period of employment all of the provisions on this agreement will remain in full force and effect. Notwithstanding the foregoing, the parties after an annual review of the Executive Director by the Board and by motion of the Board the Board if agreeable by the Executive Director the Board may extend this agreement for subsequent one (1) year periods. In the event the Term is extended for an additional one (1) year term or the employment becomes At-Will all of the provisions of this Agreement, including the provisions of the Employee Handbook shall remain in full force and effect.

3. Compensation.
 - a. Base Salary. During the Specified Term, in consideration of the performance by the Executive Director of the Executive Director's obligations hereunder to Employer, Employer shall pay Executive an annual base salary (the "Base Salary") of _____ Dollars (\$) _____) The Base Salary shall be payable in accordance with the payroll practices of Employer as set forth in the Employee Handbook. (See Exhibit #1) The Base Salary shall be reviewed annually, exclusively by the Board, and any increase thereto shall be at the Board's sole discretion. Any increase will only be effective upon a vote by the Board at a properly notice public meeting.

- b. Bonus Compensation.The Executive Director may be entitled to an annual discretionary bonus which will be at the sole discretion of the Board. Any discretionary bonus granted by the Board will only be effective upon a vote by the Board at a properly notice public meeting.
 - c. Benefit Programs.During Term and any extended Terms the Executive Director shall be entitled to participate in Employer's entire benefit plan for its Employees as set forth in the Nevada State Board of Dental Examiners, Employee Handbook. The benefits are subject to Employer's right to amend, terminate or take other similar actions with respect to such plans. (See Exhibit #1)
 - d. Holidays. Vacation. Sick Leave.As of the Effective Date, Executive Director shall be entitled to holidays, vacation sick leave as set forth in the Nevada State Board of Dental Examiners, Employee Handbook. (See Exhibit # 1)
 - e. Alcohol & Drug Use.As of the Effective Date, Executive Director shall be bound by the alcohol and drug use provisions as set forth in the Nevada State Board of Dental Examiners, Employee Handbook. (See Exhibit #1)
4. Extent of Services.The Executive Director agrees the duties and services to be performed by the Executive Director shall be performed exclusively for Employer. The Executive Director further agrees to perform such duties in an efficient, trustworthy, lawful, and businesslike manner. The Executive Director agrees not to render to others any service of any kind whether or not for compensation, or to engage in any other activities whether or not for compensation, that is similar to or conflicts with the performance of the Executive Director's duties under this Agreement, without the prior written approval of the Board.
5. Restrictive Covenants.
 - a. Confidential & Propriety Information.The Executive Director acknowledges during the course of executing the Executive Director's responsibilities hereunder, she will have access to sensitive private information about licensees, patients and Board Members and Board Employees which must be protected from public disclosure. In addition the Executive Director shall become acquainted with certain confidential and proprietary information as further described herein.Executive further acknowledges that such information must remain confidential unless disclosure is otherwise permitted by Nevada law. Disclosure of such confidential information would be grounds for the immediate termination of the Executive Director. Further upon termination of the Executive Director, acknowledges she has an obligation to continue to maintain the confidential of information the Executive Director has become acquainted during her employment. Regarding confidential and proprietary information the Executive Director also agrees to the terms and conditions set forth in the Employee Handbook. (See Exhibit #1)

- b. Confidentiality.The Executive Director covenants and agrees the Executive Director shall not at any time during the Term or thereafter, without Employer's prior written consent make known to any person or outside entity any confidential information, in any form which is not a public record. The Executive Director covenants and agrees that she shall not at any time during the Term or thereafter, without the Employer's prior written consent, utilize proprietary or confidential information in any way other than in connection with the Executive Director executing her duties and obligations.
 - c. Third Party Information.The Executive Director acknowledges in the execution of her duties and obligations the Board has and will receive from third parties confidential or proprietary information which the Executive Director has to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes as permitted by NRS 631, NAC 631, NRS 233B and NAC 233B. The Executive Director will hold all such confidential or proprietary information in the strictest confidence and will not disclose it to any person or entity or use it except as necessary in carrying out Executive Director's duties hereunder consistent with NRS 631, NAC 631, NRS 233B and NAC 2338. .
 - d. Employer's Property.The Executive Director hereby confirms the proprietary or confidential information and all information concerning the services the Board provides to the public through the Board facilities and operation are the Board's sole and exclusive property.The Executive Director agrees that upon termination of employment the Executive Director shall promptly return to Employer all documents, papers, notes, notebooks, memoranda, computer disks, and any other similar repositories of information containing or relating in any way to the proprietary or confidential information related to the operation of the Board.Such repositories of information also include but are not limited to any so-called personal files or other personal data compilations in any form, which in any manner contain any proprietary or confidential information of the Board.
 - e. Notice to Employer.The Executive Director agrees to notify Employer immediately of any employers for whom Executive Director works or provides services (whether or not for remuneration) during Term or which would be in conflict with the provisions paragraph 5.a.above.
6. Representations. The Executive Director hereby represents, warrants and agrees with Employer that:
- a. The covenants and agreement contained in paragraphs 5 are reasonable, appropriate and suitable in their scope, duration and content; Employer's agreement to employ the Executive Director and a portion of the compensation and consideration to be paid to Executive Director hereunder is separate and partial consideration for such covenants and agreements; Executive shall not, directly or indirectly, raise any issue of the reasonableness, appropriateness and suitability of the scope, duration or content of such covenants and agreements in

any proceeding to enforce such covenants and agreements; and such covenants and agreements shall survive the termination of this Agreement, in accordance with their terms;

- b. The enforcement of any remedy under this Agreement will not prevent Executive Director from earning a livelihood, because Executive Director's past work history and abilities are such the Executive Director can reasonably expect to find work in other areas and lines of business;
- c. The covenants and agreements stated in Paragraph 5 above are essential for the Board to protect the citizens of Nevada for the potential release of confidential and proprietary information by the Executive Director;
- d. The Board has reasonably relied on these covenants and agreements by the Executive Director;
- e. The Executive Director has the full right to enter into this Agreement, and entering into and performance of this Agreement will not violate or conflict with any arrangements or agreements the Executive Director may have or agreed to have with any other person or entity; and
- f. The Executive Director acknowledges and warrants receipt of sufficient separate consideration for the Executive Director's obligation and duties set forth in paragraph 5 above.

The Executive Director agrees that in the event the Executive Director breaches or threatened to breach of any covenants and agreements set forth in paragraphs 5 and/or 8, Employer may seek to enforce such covenants and agreements in court through any equitable remedy, including specific performance or injunction, without waiving any claim for damages. In any such event the Executive Director waives any claim that the Employer has an adequate remedy at law or for the posting of a bond. In the event the Board has to seek injunctive relief the Executive Director agrees to be responsible for any fees and cost, including attorney's fees

7. Termination for Death or Disability .The Executive Director's employment hereunder shall terminate upon Executive Board death and may be terminated by the Board for "Disability" (as defined below). In the event of a termination of Executive Director's employment as a result of death or Disability the Executive Director(or Executive's estate) shall have no right to receive any compensation or benefit hereunder or otherwise from Employer on and after the effective date of termination of employment other than:
- (1) unpaid Base Salary earned to the date of termination of employment (which shall be paid on Employer's next scheduled payroll date);
 - (2) unpaid business expense reimbursement;
 - (3) unpaid benefits as provided for in the Employee Handbook (See Exhibit #1);
 - (4) a lump sum amount equal to sixty (60) days Base Salary (which shall be paid within thirty (30) days following Executive Director termination);
 - (5) six (6)

months, if applicable of COBRA payments for Executive Director (if such termination is due to Disability) and Executive Director's then-insured dependents at the For purposes hereof, "Disability" shall be defined as the inability of Executive to perform Executive's material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any three hundred, sixty-five (365)day period as determined by the Board in its reasonable discretion and the findings of a physician mutually selected by Employer and Executive Director (or Executive's representative).

8. Termination by Employer

- a. For Cause. Employer may terminate Executive Director's employment hereunder for Cause (as defined below) at any time. If Employer terminates Executive Director employment for Cause, Executive Director shall have no right to receive any compensation or benefits hereunder or otherwise from Employer on and after the effective date of termination of employment other than: (1)unpaid Base Salary earned to the date of termination of employment (which shall be paid on Employer's next scheduled payroll date); (2) unreimbursed business expenses. For purposes of this paragraph 8, "Cause" is defined as Executive Director's: (i) failure to abide by Employer's policies and procedures; (ii) misconduct, gross negligence, insubordination, or inattention to Employer's business; (iii) failure to perform the duties required of Executive Director as set forth in NRS 631 and NAC 631 and perform such other duties assigned by the Board pursuant NAC

63 1.023(1)(f) or other material breach of this Agreement. The Employer agrees to provide written notice to Executive Director of the specific items identified as Cause and afford Executive a period of thirty (30) business days from receipt of the written notice to remedy the deficiencies to Employer's satisfaction. If, at the conclusion of the cure period, Employer determines Executive Director has not satisfactorily remedied the deficiency, Employer shall notify Executive Director, who shall be immediately terminated. Nothing in this paragraph8 precludes Employer from immediately terminating Executive Director's employment if Executive Director is convicted of felonious criminal conduct; physically aggressive conduct toward any co-worker or citizen or illegal drug use; or the Executive Director conduct poses an immediate threat to the general health, safety of welfare of the public.

- b. Without Cause. Employer may terminate Executive at any time during the Term or any extension thereafter, upon thirty (30) days' written notice, or, in the Board's sole discretion, pay to the Executive Director the equivalent of thirty (30) days' Base Salary in lieu of notice. In addition to any amount due in lieu of notice, should Employer terminate Executive's employment without Cause, then Executive shall have no right to receive any compensation or benefits hereunder or otherwise from Employer on or after the effective date of termination of employment other than: (1) unpaid Base Salary earned to the date of termination of employment (which shall be paid on Employer's next scheduled payroll date); (2) a lump sum amount equal to an additional six (6) months' Base Salary (which

shall be paid within sixty (60) days following Executive Director (termination); provided that to the extent that the payment of such amount constitutes "nonqualified deferred compensation" for purposes of "Code Section 409A " (as defined in paragraph 27), such payment shall not be paid until the sixtieth (60th) day following such termination; (3) unreimbursed business expenses; (4) benefits provided for in the Employee Handbook; and (5) Employer paid COBRA benefits if applicable for a period of six (6) months following termination.

9. Release: Full Satisfaction. Notwithstanding anything to the contrary, no payments or benefits shall be provided pursuant to paragraph 7 and 8 unless and until Executive Director executes and delivers a standard form of general release of claims, and such release has become irrevocable within sixty (60) days following termination; provided, however, that Executive Director shall not be required to release any indemnification rights or continuing rights to benefits under Employer's benefit plans, in accordance with the terms and conditions of such plans. (See Exhibit #1)
10. Cooperation Following Termination. Following termination of Executive Director's employment hereunder for any reason, Executive agrees to cooperate with Employer upon the reasonable request of the Employer and to be reasonably available to Employer with respect to matters arising out of Executive Director's services. Employer shall reimburse, or at Executive Director's request, advance the Executive Director for expenses reasonably incurred in connection with such matters.
11. Interpretation: Each Party the Drafter. Each of the parties was represented by or had the opportunity to consult with counsel who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Agreement. Accordingly, this Agreement and the provisions contained in it shall not be construed or interpreted for or against any party to this agreement because that party drafted or caused that party's legal representative to draft any of its provisions.
12. Severability. If any provision hereof is unenforceable, illegal or invalid for any reason whatsoever, such fact shall not affect the remaining provisions hereof, except in the event a law or court decision, whether on application for declaration, or preliminary injunction or upon formal judgment, declares one or more of the provisions of this Agreement that impose restrictions on Executive unenforceable or invalid because of the geographic scope or time duration of such restriction. In such event, Employer shall have the option:
 - a. To deem the invalidated restrictions retroactively modified to provide for the maximum geographic scope and time duration that would make such provisions enforceable and valid; or
 - b. To terminate *:this* Agreement pursuant to paragraph 8(a) or 8(b), whichever is applicable.

Exercise of any of these options shall not affect Employer's right to seek damages or such additional relief as may be allowed by law with respect to any breach by Executive of the enforceable provisions of this Agreement.

13. Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given: (i) when personally delivered; (ii) when delivered by facsimile upon receipt of confirmation that the transmission was successful; (iii) the business day following the day when deposited with a reputable and established overnight express courier (charges prepaid); or (iv) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified, notices shall be sent to the addresses indicated below:

To Employer:

Nevada State Board Dental
Examiners
6010 S. Rainbow Boulevard
Building A, Suite #1
Las Vegas, Nevada 89118
Facsimile #: (702) 486-7044

With a copy to its:

John A. Hunt
Morris Polich & Purdy
501 S. Rancho Drive, Suite 17
Las Vegas, Nevada 89106
Facsimile #: (702) 862-8400

To Executive:

Debra Shaffer
[REDACTED]
[REDACTED]

or to such other address as either party shall have furnished to the other in writing in accordance herewith.

14. Tax Withholding. Notwithstanding any other provision of this Agreement, Employer may withhold from any amounts payable under this Agreement, or any other benefits received pursuant hereto, such federal, state, local and other taxes as shall be required to be withheld under any applicable law or regulation.
15. Dispute Resolution.
- a. Any dispute, claim or controversy arising from or related in any way to this Agreement or the interpretation, application, breach, termination or validity thereof, including any claim of inducement of this Agreement by fraud, or arising from or related in any way to Executive's employment with Employer will be submitted for final resolution by private arbitration before a single arbitrator and in accordance with the National Rules for the Resolution of Employment Disputes

and practices then in effect of the American Arbitration Association or any successors thereto ("AAA"), except where those rules conflict with these provisions, in which case these provisions control; provided, however, that Employer shall have the right to seek in court equitable relief, including a temporary restraining order, preliminary or permanent injunction or an injunction in aid of arbitration, to enforce its rights set forth in paragraph 8. The arbitration will be held in Las Vegas, Nevada.

- b. Giving recognition to the understanding of the parties hereto that they contemplate reasonable discovery, including document demands and depositions, the arbitrator shall provide for discovery in accordance with the Nevada Rules of Civil Procedure as reasonably applicable to this private arbitration.
 - c. To the extent possible, the arbitration hearings and award will be maintained in confidence, except as may be required by law or for the purpose of enforcement of an arbitration award.
 - d. Each party shall bear its own costs and expenses incurred in connection with arbitration proceedings pursuant to this Agreement to arbitrate. To the extent permitted by law, the costs and expenses of the arbitrator(s) and related expenses shall be shared equally between Employer and Executive Director.
 - e. Each party hereto waives, to the fullest extent permitted by law, any claim to punitive, exemplary, liquidated, or multiplied damages from the other.
16. No Waiver of Breach or Remedies.No failure or delay on the part of Employer or Executive Director in exercising any right, power or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
17. Amendment or Modification.No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed and approved by the Board and Executive, nor consent to any departure by the Executive Director from any of the terms of this Agreement shall be effective unless the same is approved by the Board and signed by the President of the Board. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
18. Governing Law; Venue.The laws of the State of Nevada shall govern the validity, construction, and interpretation of this Agreement, without regard to conflict of law principles. Each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Nevada in any action, suit or proceeding of any kind arising out of or relating to this Agreement (including arbitration) or any matters contemplated hereby, and agrees

that any such action, suit or proceeding shall be brought only in such court.

19. Headings.The headings in this Agreement have been included solely for convenience of reference and shall not be considered in the interpretation or construction of this Agreement.
20. Assignment.This Agreement is personal to Executive and may not be assigned by Executive. This Agreement may be assigned by Employer to its successors and shall be binding upon the successors and assigns of Employer.
21. Prior Agreements.At the Effective Date, this Agreement shall supersede and replace any and all other prior discussions and negotiations as well as any and all agreements and arrangements that may have been entered into by and between Employer or any predecessor thereof, on the one hand, and Executive Director, on the other hand, prior to the Effective Date relating to the subject matter hereof. The Executive Director acknowledges that all rights under such prior agreements and arrangements shall be extinguished.

WHEREAS, this Agreement shall only become effective when this Agreement is approved by the Board at a properly notice public meeting.

Debra Shaffer-Kugel:

Signature

Date: _____

This foregoing Employment Agreement was:

Approved _____ Disapproved _____

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

DATED this ____ day of _____, 2015.

TIMOTHY PINTHER, DDS, PRESIDENT
NEVADA STATE BOARD OF DENTAL EXAMINERS

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

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Complainant,

Vs.

VINCENT G. COLOSIMO, DMD

Respondent.

Case No. 10-02031

STIPULATION AND VOLUNTARY
SURRENDER

IT IS HEREBY STIPULATED AND AGREED by and between VINCENT G. COLOSIMO, DMD, (hereinafter "Respondent"), by and through his counsel, DOMINIC P. GENTILE, ESQ., and THE NEVADA STATE BOARD OF DENTAL EXAMINERS hereinafter "Board") by and through DISCIPLINARY SCREENING OFFICER BRADLEY ROBERTS, DDS, and the Board's legal counsel JOHN A. HUNT, ESQ., of the law firm of FOX ROTHSCHILD, LLP as follows:

1. On March 23, 2010, Respondent reported to the Board, a category B felony plea in the State of Pennsylvania to a charge of conspiracy to traffic a controlled substance.

2. On May 7, 2010, Deputy Director of the Board, Debra Shaffer notified Respondent that the Board had authorized an investigative complaint to determine whether Respondent had violated the provisions of NRS 631.3475.

3. On July 2, 2010, United States District Court Judge Joy Flowers Conti adjudicated Respondent guilty of, a category B felony, 21 USC Section 846, conspiracy to distribute and possess with the intent to distribute more than 3.5 kilograms but less than 5

VGC

VGC
VGI 51587v1 11/16/10

DPG

1 kilograms of cocaine. Respondent was sentenced to serve 36 months, with a recommendation
2 from the prosecutor for the Residential Drug abuse Program ("RDAP"), if respondent volunteers.
3 The Court further recommended access to continuing education concerning dentistry, and that
4 Respondent be allowed to perform dental hygienic work if possible while serving his sentence.

5 4. Based upon the limited investigation conducted to date, Disciplinary Screening
6 Officer, Bradley Roberts, DDS, applying the administrative burden of proof of substantial
7 evidence as set forth in *Stat, Emp, Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497,
8 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339
9 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose,
10 including any other subsequent civil action, finds there is substantial evidence that Respondent's
11 category B felony conviction of conspiracy to distribute and possess with the intent to distribute
12 more than 3.5 kilograms but less than 5 kilograms cocaine was in violation of NRS 631.3475(7).

13 5. Applying the administrative burden of proof of substantial evidence as set forth in
14 *Stat, Emp, Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see
15 *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS
16 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose, including
17 any subsequent civil action, that Respondent's category B felony conviction of conspiracy to
18 distribute and possess with the intent to distribute more than 3.5 kilograms but less than 5
19 kilograms of cocaine was in violation of NRS 631.3475(7).

20 6. Based upon the limited investigation conducted to date, Disciplinary Screening
21 Officer, Bradley Roberts, DDS, applying the administrative burden of proof of substantial
22 evidence as set forth in *Stat, Emp, Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497,
23 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339
24 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose,
25 including any other subsequent civil action, finds there is substantial evidence that Respondent's
26 addiction to cocaine is in violation of NRS 631.3475(6).

27 7. Applying the administrative burden of proof of substantial evidence as set forth in
28 *Stat, Emp, Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see

1 *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS
2 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose, including
3 any subsequent civil action, that Respondent's addiction to cocaine could have rendered him
4 unreliable as a practitioner, in violation of NRS 631.3475(6). However, Respondent without
5 qualification admits his use and possession of cocaine is grossly immoral and has brought
6 reproach on the dental profession in NRS 631.3474(6).

7 8. Based upon the limited investigation conducted to date, Disciplinary Screening
8 Officer, Bradley Roberts, DDS, applying the administrative burden of proof of substantial
9 evidence as set forth in *Stat, Emp, Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497,
10 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339
11 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose,
12 including any other subsequent civil action, finds there is substantial evidence that Respondent
13 willfully made an applications for license renewal wherein Respondent made material sworn
14 false statements that he was free from chemical substances that would have impaired his ability
15 to perform as a licensee pursuant to NRS and NAC Chapters 631 in violation of NRS
16 631.395(7).

17 9. Applying the administrative burden of proof of substantial evidence as set forth in
18 *Stat, Emp, Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see
19 *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P. 2d 1339 (1994), see also NRS
20 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose, including
21 any subsequent civil action that Respondent willfully made applications for license renewal
22 wherein Respondent made material sworn false statements that he was free from chemical
23 substances that would have impaired his ability to perform as a licensee pursuant to NRS and
24 NAC Chapters 631 in violation of NRS 631.395(7).

25 10. Based upon the limited investigation conducted to date, the preliminary findings
26 of the Disciplinary Screening Officer, Dr. Bradley Roberts, DDS and the admissions contained in
27 Paragraph 5, 7 & 9 the parties have agreed to resolve the investigation pursuant to the following
28 disciplinary terms and conditions:

1 A. Pursuant to NRS 631.350(1) (b) Respondent's agrees his license to
2 practice dentistry in the State of Nevada shall be voluntarily surrendered pursuant to the
3 following terms and conditions:

4
5 (i). Pursuant to NAC 631.160, Respondent absolutely and irrevocably
6 voluntarily agrees to surrender his license to practice dentistry in
7 the State of Nevada. Further upon execution of this *Stipulation*
8 *and Voluntary Surrender of License* ("Stipulation") by
9 Respondent, Respondent shall deliver to the Board the certificate
10 of registration previously issued to him. In the event the Board
11 does not adopt this Stipulation, the certificate of registration shall
12 be returned to Respondent.

13
14 (ii) Respondent two years after the date of release from Federal Prison
15 may petition the Board to determine whether Respondent is
16 eligible to submit a license application by examination pursuant to
17 NRS 631.240. In addition to complying with all of the provisions
18 contained in NRS 631 and NAC 631 to determine eligibility for
19 licensure by examination Respondent must also complete the
20 following:

21 (a) Reimburse the Board all costs, including
22 investigative and attorney's fees, incurred by Board in
23 connection with the above-captioned matter. See NRS
24 622.400. The Board's staff is directed to tally the costs and
25 fees and to advise Respondent of the total amount due for
26 such costs and fees.

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

(b) Pursuant to N.R.S. § 631.350(1)(c), Respondent shall pay a fine to the Board of FIVE THOUSAND and XX/100 DOLLARS (\$5,000.00).

(c) Pursuant to N.R.S. § 631.350(1)(l) Respondent shall reimburse any and all patients monies owed them, including but not necessarily limited to, those patients who have pre-paid for services to be rendered by Respondent but that said services have not been performed/provided.

(d) Respondent shall physically deliver to the Board offices his certificate of licensure.

(e) Respondent shall have provided his patients their respective dental records and other file documents as either earlier requested or upon request.

(f) Respondent agrees to surrender his License No. XXXXX with the United States Department of Justice, D.E.A. for Class II, Class IIN, Class III, Class IIIN, Class IV, and Class V for controlled substances and during imposed federal probationary period.

(g) Respondent agrees to surrender his License No. CSXXXXXX with the Nevada State Board of Pharmacy for Class II, Class IIN, Class III, Class IIIN, Class IV, and Class V controlled substances and during imposed federal probationary period.

(e) Respondent's petition shall include, but not limited to documentation verifying Respondent has completed a

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

drug rehabilitation program and mental evaluation by a licensed physician. Respondent further agrees whether the drug rehabilitation program is acceptable for eligibility for examination will be left to the sole discretion of the Board at the time the Respondent petitions the Board.

(f) Respondent agrees he shall submit to the Board any and all documentation regarding the terms of his probation entered into the Federal Court Case Number CR 10-1301. Respondent will also inform and provide a copy of this Stipulation to his Federal parole officer. Respondent shall also execute any documents necessary to authorize his Federal parole officer to forward copies of any reports and results regarding Respondent's compliance or non-compliance during his term of Federal probation including but not limited to any and all test results of bodily fluids (hair, blood and urine) to detect the presence of illegal or non prescribed controlled substances.

CONSENT

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

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

13. 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

1 full Board hearing.

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

7 15. Respondent has reviewed the Stipulation with his attorney, Dominic P. Gentile,
8 Esq., who has explained each and every provision contained in this Stipulation to the
9 Respondent.

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

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

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

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

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

27 21. Respondent specifically acknowledges by his signature herein and by his initials
28 at the bottom of each page of this Stipulation Agreement, he has read and understands its terms

Page 7 of 9


VGC

DPG

1 and acknowledges he has signed and initialed of his own free will and without undue influence,
2 coercion, duress, or intimidation.

3 22. Respondent acknowledges in consideration of execution of this adopted
4 Stipulation Agreement, Respondent hereby releases, remises, and forever discharges the State of
5 Nevada, the Board, and each of their members, agents, and employees in their individual and
6 representative capacities, from any and all manner of actions, causes of action, suits, debts,
7 judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity,
8 that Respondent ever had, now has, may have, or claim to have against any or all of the persons
9 or entities named in this section, arising out the Respondent's voluntary surrender of his license
10 to practice dentistry in the State of Nevada.

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

14 24. This Stipulation Agreement will be considered by the Board in an open meeting.
15 It is understood and stipulated the Board is free to accept or reject the Stipulation Agreement
16 and, if the Stipulation Agreement is rejected by the Board, further disciplinary action may be
17 implemented. This Stipulation Agreement will only become effective when the Board has
18 approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such
19 adoption shall be considered a final disposition of a contested case and will become a public
20 record and be reported to the National Practitioners Data Bank.

21 Dated: February __, 2011

Dated: February __, 2011

22 BRADLEY ROBERTS, DDS, DSO
23 Disciplinary Screening Officer

JOHN A. HUNT, ESQ.
24 Fox Rothschild, LLP
25 Board Counsel

26 Dated: February 22, 2011

Dated: February __, 2011

27 VINCENT G. COLOSIMO, DMD
28 Respondent

DOMINIC P. GENTILE, ESQ.
Attorney for Respondent

29 VGC


DPG

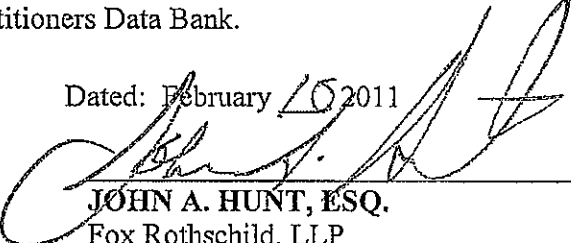
1 and acknowledges he has signed and initialed of his own free will and without undue influence,
2 coercion, duress, or intimidation.

3 22. Respondent acknowledges in consideration of execution of this adopted
4 Stipulation Agreement, Respondent hereby releases, remises, and forever discharges the State of
5 Nevada, the Board, and each of their members, agents, and employees in their individual and
6 representative capacities, from any and all manner of actions, causes of action, suits, debts,
7 judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity,
8 that Respondent ever had, now has, may have, or claim to have against any or all of the persons
9 or entities named in this section, arising out the Respondent's voluntary surrender of his license
10 to practice dentistry in the State of Nevada.

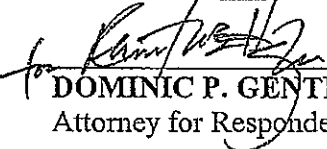
11 23. Respondent acknowledges in the event the Board adopts this Stipulation
12 Agreement, this Stipulation may be considered in any future Board proceeding(s) or judicial
13 review, whether such judicial review is preformed by either the State or Federal District Court(s).

14 24. This Stipulation Agreement will be considered by the Board in an open meeting.
15 It is understood and stipulated the Board is free to accept or reject the Stipulation Agreement
16 and, if the Stipulation Agreement is rejected by the Board, further disciplinary action may be
17 implemented. This Stipulation Agreement will only become effective when the Board has
18 approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such
19 adoption shall be considered a final disposition of a contested case and will become a public
20 record and be reported to the National Practitioners Data Bank.

21 Dated: February 10, 2011

22 **BRADLEY ROBERTS, DDS, DSO**
23 Disciplinary Screening Officer

Dated: February 10, 2011

24 **JOHN A. HUNT, ESQ.**
25 Fox Rothschild, LLP
26 Board Counsel

27 Dated: February __, 2011
28 _____
VINCENT G. COLOSIMO, DMD
Respondent

Dated: February 10, 2011

DOMINIC P. GENTILE, ESQ.
Attorney for Respondent

VGC

DPG

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

The foregoing Stipulation was

Approved X Disapproved

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

DATED this 11TH day of FEBRUARY, 2011.

NEVADA STATE BOARD OF DENTAL EXAMINERS



WILLIAM G. PAPPAS, DDS, PRESIDENT

President



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

PETITION FOR ADVISORY OPINION

Applicant/Licensee: J. STEPHEN SILL Date: 27 MAY 2015
Address: [Redacted] Suite No.: [Redacted]
City: LV State: NV Zip Code: [Redacted]
Telephone: [Redacted] Fax: [Redacted] Email: [Redacted]

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

This request is for clarification of the following statute, regulation, or order:

(Identify the particular aspect thereof to which the request is made.)

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

DO NAC 631.033 AND 631.035 REFER TO AND APPLY ONLY TO LASERS THAT CUT, CHARACTERIZE OR DIRECTLY ALTER TISSUES?

The substance and nature of this request is as follows:

(State clearly and concisely petitioner's question.)

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

These are lasers in X-Ray machines that are used to position patients. There are lasers in diagnostic equipment like the DIAGNODENT. There are lasers in pointing devices. I do not feel that these types of lasers were intended to be regulated by NAC 631.033 and 631.035, is this correct?

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

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

J. Stephen Sill
Applicant/Licensee Signature

Received

REVISOR 1/2014
MAY 27 2015

NSBDE



Nevada State Board of Dental Examiners

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

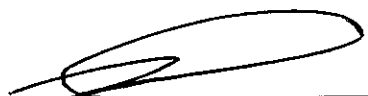
VOLUNTARY SURRENDER OF LICENSE

STATE OF California

COUNTY OF Riverside

I, Rashid Kamdar DDS, hereby surrender my Nevada
Dental /Dental Hygiene (circle one) license number 5541 on 8th day of
June, 20 15.

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



Licensee Signature



6/8/15

Date

Notary Seal

Notary Signature

Licensee Current Mailing Address: 

Home Phone  Cell Phone: 

Received
JUN 09 2015
NSBDE

ACKNOWLEDGMENT

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

State of California
County of Riverside

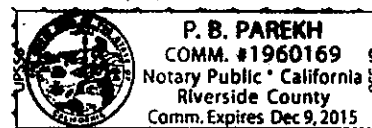
On June 8th, 2015 before me, P. B. Parekh, A Notary Public
(insert name and title of the officer)

personally appeared Rashid Kamdar
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature P. B. Parekh (Seal)



Received

JUN 09 2015

NSBDE

This Acknowledgement goes with Voluntary Surrender
of Dental License



Nevada State Board of Dental Examiners

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

VOLUNTARY SURRENDER OF LICENSE

STATE OF Nevada

COUNTY OF Clarke

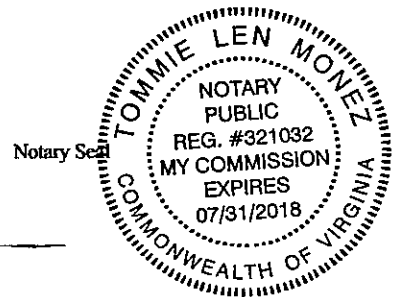
I, Ronald D Jackson, hereby surrender my Nevada
Dental Dental Hygiene (circle one) license number 4990 on 30 day of
June, 2015.

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

Ronald D Jackson
Licensee Signature

May 12, 2015
Date

Tommye L. Money
Notary Signature



Licensee Current Mailing Address: _____

Home Phone: _____ Cell Phone: _____

Received
MAY 18 2015
NSBDE



Nevada State Board of Dental Examiners

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

VOLUNTARY SURRENDER OF LICENSE

STATE OF MINNESOTA

COUNTY OF HENNEPIN

I, TREVOR H. SMITH, hereby surrender my Nevada
Dental Dental Hygiene (circle one) license number 6507 on 3 day of
JUNE, 2015.

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

Trevor H. Smith

Licensee Signature

May June 3rd 2015

Date

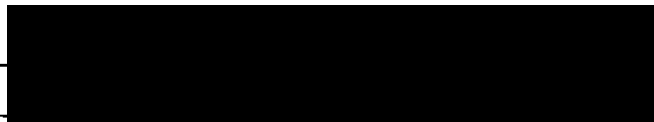
Notary Seal

Shamika S Cardriche

Notary Signature



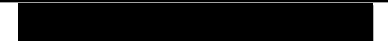
Licensee Current Mailing Address:



Home Phone



Cell Phone:



Received

JUN 08 2015

NSBDE

Legislative Session (2015) – Enacted Bills

AB 53– Administrative hearings, standard of proof –The bill becomes effective July 1, 2015.

Sec. 2. “Preponderance of the evidence” means evidence that enables a trier of fact to determine that the existence of the contested fact is more probable than the nonexistence of the contested fact.

6. The voluntary surrender of a license in a contested case shall be deemed to constitute disciplinary action against the licensee.

AB89 –Changes to definition of conscious sedation, change to WREB certification, changes to the Secretary–Treasurer approving applications that are sufficient without any further action by the Board, Fee for the Initial Infection Control Inspection. As of June 8, 2015 Enrolled and delivered to Governor.

Sec. 20. Chapter 631 of NRS is hereby amended by adding thereto a new section to read as follows:
“Minimal sedation” means a minimally depressed level of consciousness, produced by a pharmacologic or nonpharmacologic method, that retains the patient’s ability to independently and continuously maintain an airway and respond normally to tactile stimulation and verbal command, and during which cognitive function and coordination may be modestly impaired, but ventilatory and cardiovascular functions are unaffected.

Sec. 22. NRS 631.025 is hereby amended to read as follows:

631.025 [“Conscious” “Moderate sedation” means a [minimally] drug-induced depressed level of consciousness, produced by a pharmacologic or nonpharmacologic method or a combination thereof, [in] during which [the] :

- 1. The patient retains the ability [independently and continuously to maintain an airway and] to respond [appropriately] purposefully to [physical stimulation and] verbal commands [.] , either alone or accompanied by light tactile stimulation;**
- 2. Spontaneous ventilation is adequate and no interventions are required to maintain a patent airway; and**
- 3. Cardiovascular function is usually maintained**

Sec. 22.5. NRS 631.220 is hereby amended to read as follows:

631.220 1. Every applicant for a license to practice dental hygiene or dentistry, or any of its special branches, must:

(a) File an application with the Board . ~~[at least 45 days before:~~

~~The date on which the examination will be given; or~~

~~-(2) If an examination is not required for the issuance of a license, the date on which the Board is scheduled to take action on the application.]~~

d) If the applicant is required to take an examination pursuant to NRS 631.240 or 631.300, submit with the application proof satisfactory that the applicant passed the examination.

3. The Secretary-Treasurer may, in accordance with regulations adopted by the Board and if the Secretary-Treasurer determines that an application is:

(a) Sufficient, advise the Executive Director of the sufficiency of the application. Upon the advice of the Secretary-Treasurer, the Executive Director may issue a license to the applicant without further review by the Board.

(b) Insufficient, reject the application by sending written notice of the rejection to the applicant

Sec 23 NRS 631.240

(2) Present to the Board a certificate granted by the Western Regional Examining Board which contains a notation that the applicant has passed ~~[, within the 5 years immediately preceding the date of the application,]~~ a clinical examination administered by the Western Regional Examining Board.

Sec. 23.5. NRS 631.260 is hereby amended to read as follows:

631.260 **[As] Except as otherwise provided in subsection 3 of NRS 631.220, as soon as possible after the examination has been given, the Board, under rules and regulations adopted by it, shall determine the qualifications of the applicant and shall issue to each person found by the Board to have the qualifications therefor a license which will entitle the person to practice dental hygiene or dentistry, or any special branch of dentistry, as in such license defined, subject to the provisions of this chapter.**

Sec. 24. NRS 631.265 is hereby amended to read as follows:

631.265 1. No licensed dentist or person who holds a restricted license issued pursuant to NRS 631.275 may administer or supervise directly the administration of general anesthesia, **[conscious] minimal sedation, moderate** sedation or deep sedation to dental patients unless the dentist or person has been issued a permit authorizing him or her to do so by the Board.

2. The Board may issue a permit authorizing a licensed dentist or person who holds a restricted license issued pursuant to NRS 631.275 to administer or supervise directly the administration of general anesthesia, **[conscious] minimal sedation, moderate** sedation or deep sedation to dental patients under such standards, conditions and other requirements as the Board shall by regulation

prescribe

Sec. 25. NRS 631.300 is hereby amended to read as follows:

631.300 1. Any person desiring to obtain a license to practice dental hygiene, after having complied with the regulations of the Board to determine eligibility:

(a) Except as otherwise provided in NRS 622.090, must pass a written examination given by the Board upon such subjects as the Board deems necessary for the practice of dental hygiene or must present a certificate granted by the Joint Commission on National Dental Examinations which contains a notation that the applicant has passed the National Board Dental Hygiene Examination with a score of at least 75; and

(b) Except as otherwise provided in this chapter, must:

1) Successfully pass a clinical examination approved by the Board and the American Board of Dental Examiners ~~[or present evidence to the Board that the applicant has passed such a clinical examination within the 5 years immediately preceding the date of the application];~~ ~~or~~

~~(2) [Successfully complete a clinical examination in dental hygiene given by the Board which examines the applicant's practical knowledge of dental hygiene and which includes, but is not limited to, demonstrations in the removal of deposits from, and the polishing of, the exposed surface of the teeth; or~~

~~(3)] Present to the Board a certificate granted by the Western Regional Examining Board which contains a notation that the applicant has passed [within the 5 years immediately preceding the date of the application,] a clinical examination administered by the Western Regional Examining Board.~~

2. ~~[The clinical examination given by the Board must include components that are:~~

~~(a) Written or oral, or a combination of both; and~~

~~(b) (b) Practical, as in the opinion of the Board is necessary to test the qualifications of the applicant.~~

NRS 631.345: FEES

Fee for the inspection of a facility required by the Board to ensure compliance with infection control guidelines 500

SB114–Prescriptions of Controlled Substances–Effective October 1, 2015

This bill is regarding access to the Prescription Monitoring Profile by law enforcement and occupational licensing boards.

SB70 – Open Meeting Law–

4. For each of its meetings, a public body shall document in writing that the public body complied with the minimum public notice required by paragraph (a) of subsection 3. The documentation must be prepared by every person who posted a copy of the public notice and include, without limitation:

(a) The date and time when the person posted the copy of the public notice;

(b) The address of the location where the person posted the copy of the public notice; and

(c) The name, title and signature of the person who posted the copy of the notice.

Per our OML DAG, he is interpreting this to require that the person posting, sign something containing this information... i.e , require your posters to complete, sign, and send back a form containing a signature that verifies the posting.

Another important change is in section 6.

Unless good cause is shown, a public body shall approve the minutes of a meeting within 45 days after the meeting or at the next meeting of the public body, whichever occurs later.

AB59–Leases

Our regulatory board is exempt from buildings and grounds negotiating leases on the Board's behalf.

SB273–Health Care Records–effective July 1, 2015

Section 1. Chapter 629 of NRS is hereby amended by adding thereto a new section to read as follows:

1. Subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, or any other federal law or regulation

(a) A custodian of health care records having custody of any health care records of a provider of health care pursuant to this chapter shall not prevent the provider of health care from physically inspecting the health care records or receiving copies of those records upon request by the provider of health care in the manner specified in NRS 629.061.

(b) If a custodian of health care records specified in paragraph (a) ceases to do business in this State, the custodian of health care records shall, within 10 days after ceasing to do business in this State, deliver the health care records of the provider of health care, or copies thereof, to the provider of health care.

2. A custodian of health care records who violates a provision of this section is guilty of a gross misdemeanor and shall be punished by imprisonment in the county jail for not more than 364 days, or by a fine of not more than \$25,000 for each violation, or by both fine and imprisonment.

3. In addition to any criminal penalties imposed pursuant to subsection 2, a custodian of health care records who violates a provision of this section is subject to a civil penalty of not less than \$10,000 for each violation, to be recovered in a civil action brought in the district court in the county in which the provider of health care's principal place of business is located or in the district court of Carson City.

4. As used in this section, "custodian of health care records" means any person having custody of any health care records pursuant to this chapter. The term does not include:

(a) A facility for hospice care, as defined in NRS 449.0033;

(b) A facility for intermediate care, as defined in NRS 449.0038;

(c) A facility for skilled nursing, as defined in NRS 449.0039;

(d) A hospital, as defined in NRS 449.012; or

(e) A psychiatric hospital, as defined in NRS 449.0165.

Sec. 2. This act becomes effective on July 1, 2015.

SB288–Controlled Substance Database–effective January 1, 2016

4. Each practitioner who is authorized to write prescriptions for controlled substances listed in schedule II, III or IV shall, to the extent the program allows, access the database of the program established pursuant to subsection

1 at least once each 6 months

to:

(a) Review the information concerning the practitioner that is listed in the database and notify the Board if any such information is not correct; and

(b) Verify to the Board that he or she continues to have access to and has accessed the database as required by this subsection

SB501–State Dental Health Officer/State Public Health Dental Hygienist–effective June 8, 2015

Section 1. NRS 439.272 is hereby amended to read as follows:

439.272 1. The Division shall appoint, with the consent of the Director, a State Dental Health Officer, who ~~is~~ **may serve** in the unclassified service of the State **[.] or as a contractor for the Division.** The State Dental Health Officer must:

(a) Be a resident of this State;

(b) Hold a current license to practice dentistry issued pursuant to chapter 631 of NRS; and

(c) Be appointed on the basis of his or her education, training and experience and his or her interest in public dental health and

related programs.

2. The State Dental Health Officer shall:

(a) Determine the needs of the residents of this State for public dental health;

(b) Provide the Advisory Committee and the Division with advice regarding public dental health;

(c) Make recommendations to the Advisory Committee, the Division and the Legislature regarding programs in this State for public dental health;

(d) ~~[Supervise the activities of]~~ **Work collaboratively with** the State Public Health Dental Hygienist; and

(e) Seek such information and advice from the Advisory Committee or ~~[a dental school]~~ **from any dental education program in this State, including any such programs** of the Nevada System of Higher Education , as necessary to carry out his or her duties.

3. The State Dental Health Officer shall devote all of his or her time to the business of his or her office and shall not pursue any other business or vocation or hold any other office of profit.

4. Pursuant to NRS 439.2794, the Division may solicit and accept gifts and grants to pay the costs associated with oral health programs.

Sec. 2. NRS 439.279 is hereby amended to read as follows:

439.279 1. The Division shall appoint, with the consent of the Director, a State Public Health Dental Hygienist, who ~~[is]~~ **may**

serve in the unclassified service of the State **[.] or as a contractor for the Division.** The State Public Health Dental Hygienist must:

(a) Be a resident of this State;

(b) Hold a current license to practice dental hygiene issued pursuant to chapter 631 of NRS with a special endorsement issued pursuant to NRS 631.287; and

(c) Be appointed on the basis of his or her education, training and experience and his or her interest in public health dental hygiene and related programs.

2. The State Public Health Dental Hygienist:

(a) Shall ~~[assist]~~ **work collaboratively with** the State Dental Health Officer in carrying out his or her duties; and

(b) May:

(1) Provide advice and make recommendations to the Advisory Committee and the Division regarding programs in this State for public health dental hygiene; and

(2) Perform any acts authorized pursuant to NRS 631.287