

NEVADA STATE BOARD
of
DENTAL EXAMINERS



BOARD MEETING

MAY 10, 2019

9:00 A.M.

PUBLIC BOOK

Draft Minutes



NEVADA STATE BOARD OF DENTAL EXAMINERS



Meeting Location:

Nevada State Board of Dental Examiners
6010 S Rainbow Blvd, Suite A1
Las Vegas, Nevada 89118

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

PUBLIC MEETING

**Friday, March 22, 2019
10:22 a.m.**

Board Meeting **DRAFT** Minutes

Please Note: The Nevada State Board of Dental Examiners may hold board meetings via video conference or telephone conference call. The public is welcomed to attend the meeting at the Board office located at 6010 S. Rainbow Blvd, Suite A1; Las Vegas, Nevada 89118; or in the Conference room of the Nevada State Board of Medical Examiners office located at 1105 Terminal Way, Suite #301; Reno, NV 89502 (when applicable).

Persons wishing to comment may appear at the scheduled workshop/hearing or may address their comments, data, views, arguments or small business impact in written form to: **Nevada State Board of Dental Examiners, 6010 S. Rainbow Blvd, A-1, Las Vegas, Nevada 89118, Attn: Debra Shaffer-Kugel, Executive Director; FAX number (702) 486-7046; e-mail address nsbde@nsbde.nv.gov** . Written submissions must be received by the **NEVADA STATE BOARD OF DENTAL EXAMINERS** on or before **March 19, 2019** in order to make copies available to members and the public.

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

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

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

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

Board President, Mrs. Yvonne Bethea, called the meeting to order and the Executive Director, Mrs. Debra Shaffer-Kugel, conducted the following roll call of Board Members:

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

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

53 **Public Attendees:** Tina Tsou, LVDA Secretary; Lisa Zastrow, Esquire, Counsel for LVDA; Guinness
54 Ohazuruike, Esquire, Counsel for Dr. Luiz dos Santos; Keith West, DDS; Tom Brooksbank, DDS, Esquire; Ed
55 DeAndrade, DDS, NDA Secretary; Rick Dragon, NDA; Sarah McElroy; Georgene Chase, DDS, Smile
56 Restore; Janet Walford, Smiled Restore; Annie Parafianowicz, Smile Restore; Jennifer Hamilton, Smile
57 Restore; Steve Ricker, Smile Restore; Lyn Beggs, Esquire, Counsel for Smile Restore; Damon Hunter, DDH;
58 Keaupuni Warren, Smile Restore; George Lindesmith, Smile Restore; Wendi Spano, Smile Restore; Cathy
59 Lindesmith, Smile Restore; Daniel Bouer, Cameraman for LVDA.

60
61 Pledge of Allegiance.

62
63
64 **2. Public Comment:** (Public Comment is limited to three (3) minutes for each individual)

65
66 Lisa Zastrow, Esq., Counsel for the LVDA, submitted documents with information that was requested
67 by the Board at the November 2018 Board meeting, in regards to public comment submitted by a
68 Mr. Malcolm LaVergne, Co-Counsel for the LVDA. She noted that she was present with respect to
69 agenda item (3)(a).

70
71 Ms. Tina Tsou read a statement into the record (copy is on the Board's website under public book
72 for this meeting date) in regards to certain board members that approved stipulation agreements
73 that involved licensees making contributions to nonprofit dental organizations in lieu of community
74 service. Ms. Tsou asked Ms. Sophia Long, DAG to investigate alleged criminal activity by certain
75 board members.

76
77 Ms. Sarah McElroy stated for the record that she has been a patient of Smile Restore for almost 5
78 years. She spoke of her struggle to find dental care with little to no insurance and unable to afford
79 dental care. She stated that she would like to speak on the character of Smile Restore. She stated
80 the key terms used when defining "non-profit organization". She stated that Smile Restore has
81 helped countless of people in caring for their dental needs, when other dentists would not. She
82 thanked Smile Restore for their compassionate service to healthcare.

83
84
85 **Note: No vote may be taken upon a matter raised under this item of the agenda until the matter itself has been**
86 **specifically included on an agenda as an item upon which action may be taken. (NRS 241.020)**

87
88 ***3. Old Business:**

89
90 ***a. Discussion and review of public comment(s) submitted by the attorney(s) on behalf**
91 **of members of the LVDA-At the request of Dr Lee at the November 29, 2018 Board**
92 **Meeting** (For Possible Action)

93
94 Tabled

95
96
97 ***b. Approval for Alternate Non- Board Member to Review Panel** (For Possible Action)

98
99 (1) Brendan Johnson, DDS

100
101 MOTION: Board Member Blasco moved that the Board approve to appoint Dr. Brendan
102 Johnson as an alternate non-board member to the Review Panel. Motion seconded by
103 Board Member Sanders. With no further discussion, vote was unanimous, motion passed.

104
105 ***c. Approval of GA Permit Holder as Agent to the Anesthesia Committee** – NRS 631.190
106 (For Possible Action)

107
108 (1) Brendan Johnson, DDS

109
110
111 MOTION: Board Member Blasco moved that the Board approve to appoint Dr. Brendan
112 Johnson as an agent to the Anesthesia Committee. Motion seconded by Board Member
113 Pate. With no further discussion, the vote was unanimous, motion passed.

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

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

(1) Board Meeting – 02/22/2019

Executive Director directed the Board members to the draft minutes provided in their meeting books and inquired if there were any amendments/corrections to be made. If none, Executive Director requested approval. There were some grammatical and typographical errors noted by Board Member Pate, Board Member Cioffi, and General Counsel.

MOTION: Board Member Sanders motioned that the Board adopt the draft minutes of February 22, 2019 with the noted amendments. Motion seconded by Board Member Blasco. With no further discussion, the vote was unanimous, motion passed.

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

(1) Review Balance Sheet and Statement of Revenues, Expenses and Balances for period July 1, 2018 to January 31, 2019 (Informational Purposes only)

Mrs. Hummel was present. Mrs. Hummel inquired if the Board members had any questions regarding the financial statements. Mrs. Hummel discussed the budget and how some expenses were coming in lower than expected, especially since staff has worked diligently to reduce or eliminate costs wherever possible. She briefly went through the entire budget with the Board. Board Member Moore inquired that if he, or any other board member, ever has any questions can contact her directly. Mrs. Hummel responded they were welcome to.

(2) Request to Amend approved budget for the increase in the contract amount for Lee Drizin, Esquire who is representing the Board, Members, Staff and Agents with litigation (For Possible Action)

Executive Director indicated that this request was approved at the previous board meeting.

(3) Request to Amend approved budget for the contract amount for Robert Eisenberg, Esquire of \$150,000.00 who may represent the Board, Members, Staff and Agents in appellate matters (For Possible Action)

Executive Director indicated that at the previous board meeting, the Board approved the contract for Mr. Eisenberg. She noted that they would only need to adjust the budget by \$25,000 as they are nearing the end of the current fiscal year, and therefore, can budget the remainder in the upcoming fiscal year budget.

MOTION: Board Member Cioffi moved that the board approve to amend the approved budget by \$25,000. Motion seconded by Board Member Pate. With no further discussion, the vote was unanimous, motion passed.

***c. Authorized Investigative Complaints** – NRS 631.360 (For Possible Action)

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

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

MOTION: Board Member Moore motioned the Board authorize the investigation against Dr. X. Motion was seconded by Board Member Pate. No further discussion, the vote was unanimous, motion passed.

- 173
174 (2) Dr. Z - Received information from the State Board of Pharmacy regarding
175 allegations of non-compliance with AB 474, failing to conduct patient-
176 queries and self-queries to the PMP possible violations of NRS 631.3485(2) and
177 NRS 631.395(7) and NAC 631.045(4) (For Possible Action)
178

179 Executive Director advised the Board members of the alleged violations of Dr. Z and requested the
180 Board authorize an investigation against Dr. Z.
181

182 MOTION: Board Member Cioffi motioned that the Board authorize the investigation against Dr. Z.
183 Motion was seconded by Board Member Pate. Discussion: General Counsel clarified for
184 Dr. Moore, that the Pharmacy Board's statutes directs the Board's to enforce the
185 Pharmacy Board's statutes. As for any action to be taken by the Board upon
186 completion of the investigation, the process is already defined in the Board's current
187 statutes and regulations. No further discussion, the vote was unanimous, motion
188 passed.
189

190 ***5. General Counsel's Report** (For Possible Action)
191

192 ***a. Legal Actions/Lawsuit(s) Update**
193

194 General Counsel provided updates to the Board regarding current litigation in District Court. General
195 Counsel stated the case regarding Abbey Dental remained pending, and gave an update on where
196 they were in the case.
197

198 General Counsel stated the other two legal matters have been resolved. Board Member Pisani inquired
199 who represented Abbey Dental. General Counsel noted that Ms. Lisa Zastrow was counsel for Abbey
200 Dental. Board Member Pisani inquired if Ms. Zastrow was the same attorney that represented the LVDA,
201 to which General Counsel responded affirmatively.
202

203 ***b. Consideration of Stipulation Agreement(s)** (For Possible Action)
204

205 (1) Luiz dos Santos, DMD
206

207 General Counsel advised the Board Member the stipulation agreement proceeded from a patient
208 complaint, was reviewed by the review panel. Counsel for Dr. dos Santos was present to answer any
209 questions. General Counsel noted that Mr. Ohazuruike, upon receiving the Review Panel's findings and
210 recommendations, requested a stipulation agreement. General Counsel stated that on behalf of Dr.
211 dos Santos, she asked that the board approve the Corrective Action Plan Non Disciplinary
212 Stipulation Agreement.
213

214 MOTION: Board Member Sanders motioned to approve the corrective action plan non
215 disciplinary stipulation agreement. Motion seconded by Board Member Blasco. No
216 further discussion, the vote was unanimous, motion passed. Abstained from the
217 motion: Board Member Pisani and Board Member Pate (Review Panel)
218

219 ***c. Board to determine if Smile Restore (a non-profit clinic) is operating in accordance**
220 **with NRS 631.215(2)(f)(3) and NRS 631.3452** (For Possible Action)
221

222 (1) Board of Director Members & Dental Director
223

224 Lyn Beggs, Counsel for Smile Restore was present. For the newer board members, the Executive Director
225 gave a brief synopsis on Smile Restore, their location, and who they are. Executive Director stated that
226 when there is a non-profit entity wanting to operate in Nevada, the Board must first determine if the
227 entity is operating in accordance with NRS 631.215(2)(f)(3). It was noted that Smile Restore had come
228 before the Board in prior years to determine if they met the requirements as outlined in NRS
229 631.215(2)(f)(3) and NRS 631.3452. However, that Smile Restore has recently been re-established, thus
230 requiring the Board to newly determine if they are operating in accordance to the statutes. Lyn Beggs
231 introduced Dr. Annie Parafianowicz, current and acting Dental Director of Smile Restore; Janet Walford,

232 current Board President of Smile Restore; and Steve Ricker, a longtime non-profit consultant, whom has
233 been working with Smile Restore to get them back up and running. Ms. Beggs noted that the current
234 sitting board for Smile Restore was a new board. There was lengthy discussion regarding the fee
235 schedules provided to the Board, which copies were made available to the Board members. Board
236 Member Sanders inquired about the array of fee schedules and noted that the fees were higher than
237 fees found in private practice. Board Member Sanders requested clarification on the disparity of fees
238 and the multiple fee schedules provided. There was additional discussion regarding the multiple fee
239 schedules and Mr. Ricker's experience in working with non-profits. There was a question if Smile Restore
240 was owned by a dentist. Ms. Beggs stated that Smile Restore was not owned by a Nevada licensed
241 dentist, but rather by a non-profit corporation. Board Member Champagne agreed that based on the
242 information listed in the fee schedules, the reduced fees appear to be rather high. It was noted that the
243 some of the fee schedule documents provided to the Board did not contain the even numbered pages.
244 There were some concerns regarding the fee schedules and was unclear how Smile Restore determined
245 which fee schedules patients were being charged from. In order for the Board to be able to determine if
246 Smile Restore is operating in compliance with NRS 631.215(2)(f)(3), they requested more information from
247 Smile Restore's voucher system, a list of its current board members, and the complete fee schedules.
248 The Board agreed to table this agenda item until the next board meeting in May.

249
250 ***d. Overview of the Board's investigative and adjunctive process in accordance with**
251 **NRS and NAC Chapter 631** (Information only)
252

253 General Counsel stated this was placed on the agenda since there was some confusion regarding the
254 process. She provided information and answered many questions already, but inquired if there were
255 more questions. No action taken.
256

257
258 ***6. New Business** (For Possible Action)
259

260 ***a. Discussion request made by Board Member Lee regarding inclusion of**
261 **verified/authorized complaint and investigatory materials to be included as part of**
262 **the stipulation agreement** (For Possible Action)
263

264 Tabled
265

266 ***b. Board to consider establishing a process for issuance of subpoenas for investigations**
267 (For Possible Action)
268

269 General Counsel spoke to the Board regarding the issuance of subpoenas by the Board's Executive
270 Director during an investigation, and a determination made by a judge in respect to their
271 interpretation of how the statute reads. General Counsel noted that to the extent that a subpoena
272 is necessary during an investigation, the Board has the authority to issue subpoenas. However,
273 complaints and documents regarding investigations are confidential and may not be shared with
274 the Board. The Board will need to determine how they will move forward with issuing subpoenas
275 until the Board can amend the regulation. Board Member Blasco inquired if a member of the
276 review panel could be the one to issue the subpoenas when necessary? The board determined
277 that because the Secretary-Treasurer's duties are determined by them, and because the current
278 Secretary-Treasurer sits on the Review Panel, the Board would like to assign the duty of issuing
279 subpoenas on behalf of the board when needed, to the Secretary-Treasurer.
280

281 MOTION: Board Member Blasco moved that the Board delegate the issuance of subpoenas
282 to the sitting Secretary-Treasurer. Motion seconded by Board Member Pate.

283 Discussion: Board Member Moore inquired if this motion would satisfy the judge's
284 ruling? General Counsel stated that the judge's ruling was that the Board has the
285 authority to issue subpoenas and not the Executive Director during an
286 investigation; and furthermore, that they have the authority to determine the
287 duties of the Secretary-Treasurer, therefore, the Board delegating this duty on their

288 behalf to the Secretary-Treasurer was within reason. With no further discussion, the
289 vote was unanimous, motion passed.

290
291
292 ***c. Consideration for Approval of Laser Certification Course – NAC 631.035 (For Possible Action)**
293

- 294 (1) Institute for Advanced Laser Dentistry – IALD Standard Proficiency Course
295 for Dental Hygienists, Dentists, and Dental Office Staff on the PerioLase
296 MVP-7
297

298 Board Member Blasco reviewed the course and stated that all was in order, and recommended
299 approval.
300

301 MOTION: Board Member Sanders moved that the board approve the IALD Laser Proficiency
302 Course. Motion seconded by Board Member Pate. Discussion: Board Member
303 Pate inquired what the dental office staff would receive from this course. Board
304 Member Blasco stated that they had to amend their application to indicate that in
305 the State of Nevada, dental office staff not licensed as dentists or dental hygienists
306 could not utilize lasers. Executive Director stated for clarification that the approval
307 letter would clearly state that the approval comes with provisions. With no further
308 discussion, the vote was unanimous, motion passed.
309

- 310 (2) Dedicated Dental Hygiene – Introduction to Lasers
311

312 Board Member Champagne reviewed the course and stated that all was in order, and
313 recommended approval.
314

315 MOTION: Board Member Blasco moved that the board approve the Laser Course. Motion
316 seconded by Board Member Sanders. With no further discussion, the vote was
317 unanimously, motion passed.
318

- 319 (3) Advanced Dental Hygiene – Diode Laser Training & Certification
320

321 Board Member Champagne reviewed the course and stated that all was in order, and
322 recommended approval.
323

324 MOTION: Board Member Pinther moved that the board approve the Advanced Dental
325 Hygiene – Laser training and Certification Course. Motion seconded by Board
326 Member Shadler. With no further discussion, the vote was unanimous, motion
327 passed.
328

330 ***d. Consideration of Application for Licensure by Endorsement – NRS 622.530(2)**
331 (For Possible Action)
332

- 333 (1) Keith West, DDS
334

335 Executive Director advised the Board that Dr. West was present. Executive Director noted that
336 when the Secretary-Treasurer reviewed the application, there were some concerns about Dr.
337 West's license in Michigan. Dr. West gave a brief synopsis of his licensure issues and his criminal
338 conviction. Executive Director read the statute for Licensure by Endorsement, which was the
339 application type, submitted by Dr. West, which clearly states that anyone with a criminal or civil
340 conviction does not qualify for a license under this licensure method.
341

342 MOTION: Board Member Pisani moved that the Board by statute cannot consider the
343 application due to the reasons for initial rejection by the Board's Secretary
344 Treasurer. Motion seconded by Board Member Blasco. Discussion: Dr. West
345 inquired if there were any other options to obtain licensure. There was discussion
346 regarding the a geographical restricted license and licensure by examination and

347 how those regulations provide the Board latitude when issuing those license types,
348 and should Dr. West decide to complete the WREB or ADEX exam, he could
349 potentially be eligible for licensure. With no further discussion, the vote was
350 unanimous, motion passed.
351

352 ***e. Approval of Voluntary Surrender of License** – NAC 631.160 (For Possible Action)
353

354 (1) Marvin Conley, DDS
355

356 Executive Director advised the Board the licensee wished to surrender their licenses in the state of
357 Nevada. The surrender is absolute and irrevocable. There is no pending matters and recommends
358 approval of the voluntary surrender.
359

360 MOTION: Board Member Pinther moved that the board approve the request for voluntary
361 surrender of Dr. Marvin Conley's dental license. Motion was seconded by Board
362 Member Champagne. No discussion, the vote was unanimous, motion passed.
363

364 ***f. Approval for Anesthesia-Permanent Permit** – NAC 631.2233 (For Possible Action)
365

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

368 (a) Larry S Hon, DMD
369

370 Board Member Moore stated he reviewed the application, that they passed the evaluation, and
371 recommended approval of the permanent pediatric moderate sedation permit (21 years of age or
372 younger) for Dr. Hon.
373

374 MOTION: Board Member Blasco motioned that the board approve the permanent pediatric
375 moderate sedation permit (21 years of age or younger) for Dr. Hon. Motion
376 seconded by Board Member Sanders. No discussion, the vote was unanimous,
377 motion passed.
378

379 ***g. Approval for Anesthesia-Temporary Permit** – NAC 631.2254 (For Possible Action)
380

381 **(1) General Anesthesia** (For Possible Action)
382

383 (a) Mitchell D Duckworth, DDS
384

385 Board Member Moore stated he reviewed the application and recommended approval of the
386 Temporary General Anesthesia permit for Dr. Ducksworth.
387

388 MOTION: Board Member Blasco moved that the board approve the temporary General
389 Anesthesia permit for Dr. Ducksworth. Motion seconded by Board Member Pate.
390 No discussion, the vote was unanimous, motion passed.
391

392 ***h. Appointment of Anesthesia Evaluator(s)/Inspector(s)** – NRS 631.190 (For Possible Action)
393

394 (1) Manny Rapp, DDS – Moderate Sedation (Pediatric Specialty)
395

396 Board Member Moore reviewed the application and recommended approval of Dr. Rapp as an
397 agent of the Board to conduct anesthesia evaluations/inspections on behalf of the Board.
398

399 MOTION: Board Member Blasco motioned the board approve the appointment of the
400 Anesthesia Evaluator/Inspector. Motion seconded by Board Member Cioffi. No
401 discussion, the vote was unanimous, motion passed.
402

403 **i. Report from Michael McDonald regarding Senate and Assembly bills and the 2019**
404 **Legislative Session** (Information only)
405
406
407
408
409

410 Mr. McDonald addressed the Board and discussed proposed bills that have a direct impact on the
411 board. Board Member Lee inquired on bill SB366 that is proposing a separate dental hygiene
412 board and dental therapy, which Mr. McDonald briefly discussed the bill language. Executive
413 Director gave a brief summary of what the intent of the bill is and how there will be a financial
414 impact on the Board should the bill pass, and that she submitted a fiscal note. There was
415 discussion on the role of dental therapists. It was noted that there are only 2 programs in Minnesota
416 that currently are not CODA accredited.
417

418
419 **7. Committees:**
420

421 **a. Legislative and Dental Practice** (For Possible Action)
422 (Chair: Dr. Pinther; Dr. Lee; Dr. Moore; RDH Shadler & Ms. Cioffi)
423

424 Board Member Pinther stated there were some bills that were pertinent to the board, which a
425 report was provided to them. Executive Director inquired if the board members would like to
426 receive an email with the bill links sent to them to which they agreed they would like.
427

429 ***b. Legal and Disciplinary Action** (For Possible Action)
430 (Chair: Dr. Blasco; Dr. Pisani; Dr. Lee; RDH Pate & Ms. Cioffi)
431

432 Board Member Blasco stated there was no report. Thanked Melanie and McDonald for their
433 assistance.
434

435 ***c. Examinations Liaisons** (For Possible Action)
436

437 ***(1) WREB/HERB Representatives** (For Possible Action)
438 (Dr. Blasco; RDH Pate)
439

440 Board Member Blasco stated there was no report. Board Member Pate stated there was no report.
441

442 ***(2) ADEX Representatives** (For Possible Action)
443 (R. Michael Sanders, DMD)
444

445 Board Member Sanders stated there was no report.
446

447 ***d. Continuing Education** (For Possible Action)
448 (Chair: Dr. Champagne; Dr. Lee; Dr. Moore; RDH Shadler)
449

450 Board Member Champagne stated there was no report.
451

452 ***e. Committee of Dental Hygiene** (For Possible Action)
453 (Chair: RDH Pate; RDH Bethea; RDH Shadler; Dr. Pisani)
454

455 Board Member Pate stated there was a committee meeting after this meeting.
456
457

458 ***f. Anesthesia** (For Possible Action)
459 (Chair: Dr. Moore; Dr. Champagne; Dr. Sanders)
460

461 Board Member Moore stated there was no report.
462

463 ***g. Infection Control** (For Possible Action)
464 (Chair: RDH Bethea; Dr. Sanders; Dr. Champagne; RDH Shadler)
465

466 Board Member Bethea stated there was no report.
467

468 ***h. Budget and Finance Committee** (For Possible Action)
469 (Chair: Dr. Sanders; Dr. Moore; MRDH Bethea; Ms. Cioffi)
470

471 Board Member Sanders stated there was no report.

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

George Smith, a licensed land surveyor, read a statement in support of Dr. Georgene Chase. He stated that Dr. Chase has been a wonderful dentist and appreciated the services she offered him. He noted his appreciation for her compassion and enthusiasm to help patients and care for their oral health.

Lisa Zastrow stated that she was present on behalf of her client, the LVDA, and wanted that made clear. She spoke in regards to the tabling of agenda item (3), which was the reason for her appearance here today. She requested that should agenda item (3) ever be placed on a future agenda, she would like to be notified. She recommended that the Board consider adopting how the Medical Board adheres to Rule 45 with regards to the issuance of subpoenas. She noted that should any of her clients be in receipt of a subpoena, she will fight it.

Tom Brooksbank stated that he has been a Nevada attorney over 20 years, and that he was a practicing dentist in Pennsylvania for the past 10 years. Stated that he wanted to come see the board at a meeting, and stated that if he could be of service to anyone, to reach out to him. He stated that he is looking to be a dentists' lawyer, and that his goal was to represent dentists.

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: No announcements made.

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

Board Member Bethea called for a motion to adjourn.

MOTION: Board Member Blasco motioned the March 22, 2019 meeting of the Nevada State Board of Dental Examiners be adjourned. Motion seconded by Board Member Sanders, and without discussion, the vote was unanimous, motion passed.

Meeting adjourned at 1:03 p.m.

Minutes approved at the May 10, 2019 Board Meeting
Respectfully Submitted by:

Debra Shaffer-Kugel, Executive Director

Draft Minutes



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



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

NOTICE OF PUBLIC MEETING

Friday, March 22, 2019
1:17 p.m.

COMMITTEE on DENTAL HYGIENE

(Chair: RDH Betty Pate; RDH Yvonne Bethea; RDH Joan Shadler; Dr. Gregory Pisani)

Meeting DRAFT Minutes

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

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

Ms. Betty Pate, Chair of the Committee called the meeting to order and asked the Executive Director, Debra Shaffer-Kugel, to conduct the following roll call:

- Ms. Betty Pate, RDH ----- PRESENT (Chair)
- Mrs. Yvonne Bethea, RDH ----- PRESENT
- Ms. Joan Shadler, RDH ----- PRESENT
- Dr. Gregory Pisani, DDS ----- PRESENT

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

Public Attendees: Winnie Furnarie, ADHA (via teleconference)

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

There was no public comment.

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

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

60
61 ***3. New Business:** (For Possible Action)
62

- 63 (a) Discussion regarding whether a dental hygienist can perform cold sore treatments
64 on patients with a laser – NAC 631.210 (For Possible Action)
65

66 Board Member Pate explained NAC 631.210 as it pertained to dental hygienists scope of
67 practice when utilizing a laser. She noted the regulation pertaining to the utilization of a laser
68 does not address active ulcers. She inquired on entertaining the recommendation to amend
69 the regulation to allow dental hygienists to be able to use lasers to treat active ulcers.
70 Executive Director stated a public workshop to draft language to change the regulation
71 could not take place until after the conclusion of the current legislative session. She noted
72 that a public workshop would need to be held to draft language or consider any propose
73 language. Should the board approve the language to change the regulation, then they
74 would forward the language to the LCB for review. Upon LCB returning the language, a
75 Notice to Act upon Regulations Hearing would be noticed and held. There was discussion
76 amongst the committee members both in favor and opposition of potentially changing the
77 regulation to allow dental hygienists to utilize a laser to treat active ulcers. There was
78 discussion to recommend to the Board a regulation change to NAC 631.210 to allow dental
79 hygienists to utilize lasers to treat active ulcers.
80

81 MOTION: Committee Member Bethea moved that the Committee recommend to the
82 Board to change NAC 631.210 to allow Dental Hygienists to use lasers to treat
83 active ulcers. Motion seconded by Committee Member Shadler. No further
84 discussion, motion passed. Committee Member Bethea opposed.
85

- 86 (b) Request from the American Academy of Dental Hygiene to become an
87 automatic approved provider of continuing education related to dental hygiene
88 pursuant to NAC 631.173(4) (For Possible Action)
89

90 Winnie Fumari explained that the American Academy of Dental Hygiene is the entity that
91 approves the courses brought to them by the providers, such the American Dental Hygienists
92 Association, colleges, and universities. Executive Director noted that currently the way the
93 regulation reads that the Board must accept any courses approved by the American Dental
94 Hygienists' Association. Executive Director stated that it would, perhaps, be best to change
95 the regulation to include the American Academy of Dental Hygiene as an automatic
96 approved provider, since they are the entity that approves the courses for the American
97 Dental Hygienists' Association.
98

99 MOTION: Committee Member Shadler moved that the Committee make a
100 recommendation to the Board to change the regulation to
101 include the AADH as an approved provider. Motion seconded by
102 Committee Member Pisani. No further discussion, vote was unanimous,
103 motion passed.
104
105

- 106 (c) Discussion to determine if the Board would like to define intrasulcular periodontal
107 procedures (For Possible Action)

108 Board Member Pisani believes the current regulation(s) are clear and therefore does not
109 require a change to the regulation or need to be defined any further.
110

111
112 **MOTION:** Committee Member Pisani moved that the Committee does not define
113 The term any further. Motion seconded by Committee Member Shadler.
114 No further discussion, vote was unanimous, motion passed.
115

116 (d) Discussion regarding the proposed bill pertaining to the following: (Informational only)
117

- 118 (1) Self-regulating
- 119 (2) Local Anesthesia & Nitrous Oxide
- 120 (3) Dental therapy
- 121 (4) Tele-dentistry

122
123 General Counsel noted that SB366 bill proposes higher charges for renewal fees and licensure
124 application fees. Bethea noted that Nevada is the most expensive state for dental and dental
125 hygiene licensure and renewal. General Counsel noted further that they have copied the
126 Board's statute language and applied it to their own dental hygiene self-regulating board.
127 The committee members expressed that the dental hygienists are represented in all aspects of
128 the board, from serving as board members with a voice to vote, to being investigators, and
129 evaluators. However, the Board is neutral on the bill other than the fiscal impact this proposed
130 change would have on the dental board.
131

132 **4. Public Comment:** (Public Comment is limited to three (3) minutes for each individual)
133

134 There was no public comment.
135
136

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

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

142 **5. Announcements:** No announcements were made.
143

144 ***6. Adjournment** (For Possible Action)
145

146 Committee Member Pate called for a motion to adjourn.
147

148 **MOTION:** Committee Member Pisani motioned the March 22, 2019 meeting of the
149 Nevada State Board of Dental Examiners Committee on Dental Hygiene is
150 adjourned. Motion seconded by Committee Member Shadler. Without
151 discussion, the vote was unanimous, motion passed.
152

153 Meeting adjourned at 1:52 p.m.
154
155

156 *Minutes approved at the May 10, 2019 Board Meeting*
157 *Respectfully Submitted by:*
158
159

160 _____
161 **Debra Shaffer-Kugel, Executive Director**
162

Financials

Nevada State Board of Dental Examiners
Balance Sheet
As of March 31, 2019

Mar 31, 19

ASSETS

Current Assets

Checking/Savings

10000 · Wells Fargo-Operating	472,840.08
10015 · Wells Fargo - Saving	535,440.34
10010 · Wells Fargo-Reserves	1,200,268.47

Total Checking/Savings 2,208,548.89

Accounts Receivable

11001 · Allowance for Bad Debts	-84,477.53
11000 · Accounts Receivable	90,911.56

Total Accounts Receivable 6,434.03

Other Current Assets

11200 · Prepaid Expenses	23,762.24
11210 · Prepaid Insurance	2,422.05
18000 · Deferred Outflows-Pension	246,396.00

Total Other Current Assets 272,580.29

Total Current Assets 2,487,563.21

TOTAL ASSETS 2,487,563.21

LIABILITIES & FUND BALANCE

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable	47,728.12
--------------------------	-----------

Total Accounts Payable 47,728.12

Other Current Liabilities

22125 · DDS Deferred Revenue	178,605.59
22136 · RDH Deferred Revenue	282,751.39
20500 · Fines Payable-State of Nevada	200.00
23750 · Accrued Vacation/Sick Leave	-91,123.57

Total Other Current Liabilities 552,680.55

Total Current Liabilities 600,408.67

Long Term Liabilities

20601 · Pension Liability	644,106.00
21001 · Deferred Inflows-Pension	-46,114.00

Total Long Term Liabilities 690,220.00

Total Liabilities 1,290,628.67

Fund Balance 1,196,934.54

TOTAL LIABILITIES & FUND BALANCE 2,487,563.21

Nevada State Board of Dental Examiners
Statement of Revenues, Expenses and Fund Balance
July 2018 through March 2019

Ordinary Income/Expense	Jul '18 - Mar 19	Budget	\$ Over Budget
Income			
40000 · Dentist Licenses & Fees			
40100 · DDS Active License Fee	450,629.10	439,875.00	10,754.10
40102 · DDS Inactive License Fee	25,885.27	25,128.00	757.27
40135 · DDS Activate/Inactive/Suspend	6,600.00	16,470.00	(9,870.00)
40136 · DDS Activate Revoked License	1,800.00	1,500.00	300.00
40140 · Specialty License App	1,375.00	2,750.00	(1,375.00)
40145 · Limited License App	875.00	2,000.00	(1,125.00)
40115 · Limited License Renewal Fee	8,104.05	10,485.00	(2,380.95)
40146 · Limited License-S Application	1,600.00	0.00	1,600.00
40116 · LL-S Renewal Fee	1,466.68	1,350.00	116.68
40150 · Restricted License App	600.00	450.00	150.00
40180 · Anesthesia Site Permit App	9,250.00	5,200.00	4,050.00
40182 · CS/GA/Site Permit Renewals	33,895.67	32,220.00	1,675.67
40183 · GA/CS/DS or Site Permit Relnp	16,650.00	13,050.00	3,600.00
40175 · Conscious Sedation Permit Appl	2,250.00	8,250.00	(6,000.00)
40170 · General Anesthesia Permit Appl	11,250.00	9,000.00	2,250.00
40186 · Pediatric Anesthesia Permit	6,250.00	3,000.00	3,250.00
40184 · Infection Control Inspection	13,750.00	14,250.00	(500.00)
40212 · DDS ADEX License Application	24,000.00	12,000.00	12,000.00
40205 · DDS Credential Appl Fee-Spclty	16,200.00	12,000.00	4,200.00
40211 · DDS WREB License Application	35,400.00	57,000.00	(21,600.00)
40214 · DDS License by Endorsement	28,200.00	19,200.00	9,000.00
Total 40000 · Dentist Licenses & Fees	696,030.77	685,178.00	10,852.77
50000 · Dental Hygiene Licenses & Fees			
40105 · RDH Active License Fee	161,926.75	161,651.00	275.75
40106 · RDH Inactive License Fee	5,621.86	5,895.00	(273.14)
40130 · RDH Activate/Inactive/Suspend	8,175.00	1,100.00	7,075.00
40110 · RDH LA/N2O Permit Fee	3,150.00	3,950.00	(800.00)
40224 · RDH ADEX License Application	3,600.00	1,200.00	2,400.00
40222 · RDH WREB License Application	26,100.00	25,200.00	900.00
40226 · RDH License by Endorsement	7,200.00	7,800.00	(600.00)
Total 50000 · Dental Hygiene Licenses & Fees	215,773.61	206,796.00	8,977.61
50750 · Other Licenses & Fees			
43650 · Reimbursed Investigation Costs	18,242.22	18,000.00	242.22
40602 · Monitoring Fees	87.50	0.00	87.50
40220 · License Verification Fee	4,650.00	4,775.00	(125.00)
40227 · CEU Provider Fee	9,200.00	8,000.00	1,200.00
40225 · Duplicate License Fee	850.00	650.00	200.00
40555 · Fines	450.00	0.00	450.00
40185 · Lists/Labels Printed	6,686.00	3,750.00	2,936.00
40600 · Miscellaneous Income	7,540.85	225.00	7,315.85
Total 50750 · Other Licenses & Fees	47,706.57	35,400.00	12,306.57
Total Income	959,510.95	927,374.00	32,136.95

Nevada State Board of Dental Examiners
Statement of Revenues, Expenses and Fund Balance
July 2018 through March 2019

Expense	Jul '18 - Mar 19	Budget	\$ Over Budget
68001 · CE Class Expenses	1,793.28	50,000.00	(48,206.72)
60500 · Bank Charges			
60500-1 · Bank Service Fees	95.39	90.00	5.39
60500-2 · Merchant Fees	5,950.38	7,500.00	(1,549.62)
Total 60500 · Bank Charges	6,045.77	7,590.00	(1,544.23)
68000 · Conferences & Seminars	17,368.40	22,000.00	(4,631.60)
63000 · Dues & Subscriptions	7,692.91	7,025.00	667.91
65100 · Furniture & Equipment	4,952.67	5,140.00	(187.33)
66500 · Insurance			
66500-1 · Liability	4,336.03	4,881.00	(544.97)
66500-2 · Workers Compensation	2,025.74	3,050.00	(1,024.26)
Total 66500 · Insurance	6,361.77	7,931.00	(1,569.23)
66520 · Internet/Web/Domain			
66520-2 · E-mail, Website Services	2,378.46	3,435.00	(1,056.54)
66520-3 · Internet Services	2,721.99	2,718.00	3.99
66520-4 · Jurisprudence Exam Website	198.00	198.00	0.00
Total 66520 · Internet/Web/Domain	5,298.45	6,351.00	(1,052.55)
73500 · Information Technology			
73500-1 · Computer Repair/Upgrade	1,415.12	1,750.00	(334.88)
Total 73500 · Information Technology	1,415.12	1,750.00	(334.88)
66600 · Office Supplies	8,067.75	10,700.00	(2,632.25)
66650 · Office Expense			
68710 · Miscellaneous Expenses	544.09	3,735.00	(3,190.91)
68700 · Repairs & Maintenance			
68700-1 · Janitorial	4,500.00	4,500.00	0.00
68700-2 · Copier Maintenance	2,437.39	1,952.00	485.39
68700 · Repairs & Maintenance - Other	0.00	6,000.00	(6,000.00)
Total 68700 · Repairs & Maintenance	6,937.39	12,452.00	(5,514.61)
68725 · Security	1,598.68	3,360.00	(1,761.32)
68715 · Shredding Services	249.50	486.00	(236.50)
68720 · Utilities	3,755.13	3,222.00	533.13
Total 66650 · Office Expense	13,084.79	23,255.00	(10,170.21)
67000 · Printing	4,955.09	2,400.00	2,555.09
67500 · Postage & Delivery	9,357.99	9,000.00	357.99
68500 · Rent/Lease Expense			
68500-1 · Equipment Lease	1,138.17	1,140.00	(1.83)
68500-2 · Office	54,268.83	54,270.00	(1.17)
68500-4 · Storage Warehouse	1,650.53	1,694.00	(43.47)
Total 68500 · Rent/Lease Expense	57,057.53	57,104.00	(46.47)
75000 · Telephone	1,477.93	1,590.00	(112.07)
75100 · Travel (Staff)	352.11	1,550.00	(1,197.89)
73550 · Per Diem (Staff)	29.62	335.00	(305.38)

Nevada State Board of Dental Examiners
Statement of Revenues, Expenses and Fund Balance
July 2018 through March 2019

	Jul '18 - Mar 19	Budget	\$ Over Budget
73600 · Professional Fee			
73600-1 · Accounting/Bookkeeping	16,387.50	17,700.00	(1,312.50)
73600-4 · Legislative Services	20,571.42	18,000.00	2,571.42
73600-2 · Legal-General	141,000.22	120,850.00	20,150.22
Total 73600 · Professional Fee	177,959.14	156,550.00	21,409.14
73700 · Verification Services	10,153.00	12,260.00	(2,107.00)
72000 · Employee Wages & Benefits			
72100 · Executive Director	100,134.24	97,614.00	2,520.24
72300 · Credentialing & Licensing Coord	42,930.93	44,064.00	(1,133.07)
72132 · Site Inspection Coordinator	31,676.34	30,912.00	764.34
72200 · Technology/Finance Liaison	35,370.86	39,255.00	(3,884.14)
72130 · Public Info & CE Coordinator	25,670.71	24,705.00	965.71
72160 · Legal Counsel	88,710.66	93,096.00	(4,385.34)
72165 · Legal Assistant	13,557.74	39,168.00	(25,610.26)
72010 · Payroll Service Fees	1,394.25	1,350.00	44.25
72005 · Payroll Tax Expense	5,796.83	6,723.00	(926.17)
72600 · Retirement Fund Expense (PERS)	90,157.62	97,155.00	(6,997.38)
65525 · Health Insurance	49,773.92	54,873.00	(5,099.08)
Total 72000 · Employee Wages & Benefits	485,174.10	528,915.00	(43,740.90)
72400 · Board of Directors Expense			
73650-5 · BOD Hearing Stipend	2,230.00	4,950.00	(2,720.00)
72400-1 · Director Stipends	8,820.00	11,550.00	(2,730.00)
72400-2 · Committee Mtgs-Stipends	320.00	600.00	(280.00)
72400-3 · Director Travel Expenses	4,291.64	4,000.00	291.64
72400-9 · Refreshments - Board Meetings	1,311.81	1,000.00	311.81
Total 72400 · Board of Directors Expense	16,973.45	22,100.00	(5,126.55)
60001 · Anesthesia Eval Committee			
60001-1 · Evaluator's Fee	7,129.13	9,000.00	(1,870.87)
60001-4 · Travel/Misc. Expense	1,038.06	2,700.00	(1,661.94)
60001-5 · Calibration Expense	142.76	10,000.00	(9,857.24)
Total 60001 · Anesthesia Eval Committee	8,309.95	21,700.00	(13,390.05)
73650 · Investigations/Complaints			
72550 · DSO Coordinator	2,825.00	2,700.00	125.00
73650-1 · DSO Consulting Fee	18,062.50	34,200.00	(16,137.50)
73650-2 · DSO Travel/Postage Expense	526.88	2,025.00	(1,498.12)
73651-1 · DSO Review Panel Fee	3,700.00	9,000.00	(5,300.00)
73651-2 · DSO Review Panel Travel Expense	1,097.37	2,610.00	(1,512.63)
73650-3 · Legal Fees-Investigations	2,732.17	14,455.00	(11,722.83)
73650-4 · Staff Travel	113.00	0.00	113.00
73650-8 · DSO Calibration Expense	150.00	150.00	0.00
73650-7 · Miscellaneous Investigation Exp	13,032.04	25,200.00	(12,167.96)
Total 73650 · Investigations/Complaints	42,238.96	90,340.00	(48,101.04)
60002 · Infection Control Inspection			
60002-1 · Initial Inspection Expense	5,991.12	7,110.00	(1,118.88)
60002-2 · Reinspection Expense	537.46	540.00	(2.54)

Nevada State Board of Dental Examiners
Statement of Revenues, Expenses and Fund Balance

July 2018 through March 2019

	Jul '18 - Mar 19	Budget	\$ Over Budget
60002-3 · Random Inspection Expense	1,037.50	900.00	137.50
60002-4 · Travel/Misc. Expense	1,614.18	945.00	669.18
Total 60002 · Infection Control Inspection	9,180.26	9,495.00	(314.74)
Total Expense	895,300.04	1,055,081.00	(159,780.96)
Net Ordinary Income	64,210.91	(127,707.00)	191,917.91
Other Income/Expense			
Other Income			
40800 · Interest Income	463.90	468.00	(4.10)
Total Other Income	463.90	468.00	(4.10)
Net Other Income	463.90	468.00	(4.10)
Net Income Over Expenses	64,674.81	(127,239.00)	191,913.81

Contracts

CETS#
RFP#

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

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

Contractor Name:	Lee Drizin, Chtd. (Lee Drizin, Esquire)
Address:	2460 Professional Court, Ste 110
City, State, Zip Code:	Las Vegas, NV 89128
Contact:	Lee Drizin, Esq.
Phone:	702-798-4955
Fax:	
Email:	

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

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

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

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

CETS#
RFP#

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

Effective from:	Upon BOE approval retro-active to July 1, 2019 Mr. Drizin represents the Board with the ongoing litigation in District Court	To:	Date: June 30, 2020
-----------------	--	-----	---------------------

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

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

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

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

\$300.00 (Lee Drizin, Esquire)	per	hour
\$300.00 (Lester Berman, Esquire)		
\$175.00 (Paralegals)		

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

Total Contract Not to Exceed:	\$ 70,000.00
-------------------------------	--------------

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

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

CETS#
RFP#

9. **INSPECTION & AUDIT.**

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

10. **CONTRACT TERMINATION.**

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

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

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

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

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

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

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

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or

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storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

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

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

- A. Insurance Coverage: Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
 - 1) Final acceptance by the State of the completion of this Contract; or
 - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

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

B. General Requirements.

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

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

C. Evidence of Insurance.

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

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

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by

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statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended; the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

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

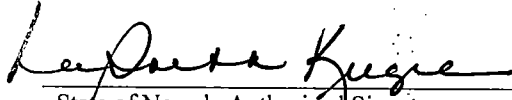
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

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05/03/2019

Independent Contractor's Signature _____ Date _____

Outside Legal Counsel _____


 State of Nevada Authorized Signature

05/03/2019

Executive Director _____

State of Nevada Authorized Signature _____ Date _____

Title _____

State of Nevada Authorized Signature _____ Date _____

Title _____

State of Nevada Authorized Signature _____ Date _____

Title _____

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners' _____

On: _____
 Date

Approved as to form by:

On: _____
 Date

Deputy Attorney General for Attorney General _____

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[Handwritten Signature] 05/03/2019
 Independent Contractor's Signature Date

President
 Outside Legal Counsel

[Handwritten Signature] 05/03/2019
 State of Nevada Authorized Signature Date

Executive Director
 Title

State of Nevada Authorized Signature Date

Title

State of Nevada Authorized Signature Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
 Date

Approved as to form by:

On: _____
 Date

Deputy Attorney General for Attorney General

Smile Restore Fee Schedule



Fee Schedule Protocol

Standard Discount Fees -

The standard fees that are paid by patients having adequate income and/or insurance, and that are programmed in Open Dental, were intended to be discounted 20% from standard **Usual, Customary, and Reasonable** (UCR) fees in this area. UCR fees are based on a zip code report from **Optum360**, a company that does a fee analysis based on demographics and data from individual areas.

The past SR administration made adjustments to pricing that put our discount percentages out-of-line with SR goals. Many procedures were discounted far-too aggressively and others not enough. Accurate and consistent pricing is critical to managing both patient expectations and cash flow for a privately funded organization. The new **Standard Discount Fees** have been set to correct this administrative fault.

Qualifying Discount Fees -

If patient is suffering financial distress, has little or no dental insurance, and has no income or an income that below poverty level, they will be invited to fill out a financial intake form. Upon verifying need, they may be offered a **40%** discount off UCR, which is double the standard discount. To receive this level of discount, patients are expected to pay, in full, the non-insurance portion of their bill at time the services are rendered.

Charitable Discount Fees / Access to Healthcare -

If a patient has no insurance and/or has financial stress, they will be recommended to the Access to Healthcare discount program. Access will perform financial screening and, if eligible, the patient then will be referred back to SR to receive treatment at Access rates. For a low membership fee, Access provides an average discount of **73.76%** off the UCR fees. In order to receive this level of discount, patients are expected to pay, in full, at the time the services are rendered.

Access to Health members are not allowed to use insurances when paying for services rendered, as this has been tried by many as a way to "scam the system". If the patient does not wish to be referred to Access, they will be invited to fill out a financial intake form. If the patient is below poverty level, they will be given an additional 20% off the SR Standard Discounted Fees. The 2019 poverty level now stands at \$12,490.00 for a one-person household, and \$4,420.00 for each additional member.

Adjusted Fee Schedules -

SR will make available a printed comparison sheet to inform all patients that all fees they are paying are already discounted.

Any custom or further discounts off published SR fee schedules will require special application to be made for review and approval by the SR Board of Directors or a Board-assigned committee.

Care Partners and Voucher System -

Patients who do not qualify for SR discounts or Access to Healthcare, yet are still unable to pay, will be referred to one of our Care Partners that will make a contribution to the SR voucher system that is a dollar-for-dollar assistance program.

SR has performed work with:

Northern Nevada Adult Mental Health Services

Catholic Charities

Crossroads - Restoring the mouths of rehab patients to get them out of pain and to aid them in finding jobs.

Homeless Connect - 2016 & 2017 - Over \$100,000 in free care was donated by SR in each year. Past Executive Director failed to sign-up for 2019.

Ridge House - Refers rehab former inmates having dental pain.

Veterans Affairs - 2016 & 2017 - Provided free dental care for referred patients from VA Hospital and Crossroads.

Emergency Care -

Some patients are selected each month to receive emergency care without concern for payment based on necessity of immediate care per the doctor.

Patients who present to the office either by phone or in person that have a severe cellulitis that is manageable by the treating doctor on duty will be worked in to the schedule without concern for finances. If no time is available, they will be referred to

the ER at local hospitals. The emergency rooms have not been notified yet of this service due to the restrictive nature of the NSBDE rulings in NRS.

Any individual presenting a Medicaid card to SR will be seen on Access to Healthcare fees or referred to a **Care Partner** program. There are limited times available for these appointments and therefore, a triage system for first-come first-serve basis has been identified for use.

Smile Restore Fee Schedule

SmileRestore Fee Schedules - Board Approved 5.06.19

	Procedure	Optum UCR Fee	SR Standard	SR Qualifying	Access to Health	
Code	Abbreviation	95th Percentile	20% Discount Fee	40% Discount Fee	Discount Fees	%/UCR
D0120	PerEx	73.00	58.40	43.80	33.24	0.46
D0140	LimEx	122.00	97.60	73.20	33.24	0.27
D0145	OralEx	114.00	91.20	68.40	20.50	0.18
D0150	CmpEx	129.00	103.20	77.40	33.24	0.26
D0160	DetailedEval	257.00	205.60	154.20	36.89	0.14
D0170	ReEval	86.00	68.80	51.60	18.44	0.21
D0180	CompPerioEval	139.00	111.20	83.40	-	0.00
D0190	PatScreen	73.00	58.40	43.80	14.34	0.20
D0191	PatAssess	51.00	40.80	30.60	10.24	0.20
D0210	FMX	192.00	153.60	115.20	58.94	0.31
D0220	PA	38.00	30.40	22.80	18.86	0.50
D0230	PA+	35.00	28.00	21.00	5.89	0.17
D0240	OcclusalX	60.00	48.00	36.00	14.14	0.24
D0250	ExtraOr1	73.00	58.40	43.80		0.00
D0251	ExtraOrPost	67.00	53.60	40.20		
D0270	1BW	41.00	32.80	24.60	11.79	0.29
D0272	2BW	65.00	52.00	39.00	21.21	0.33
D0273	3BW	79.00	63.20	47.40	16.40	0.21
D0274	4BW	92.00	73.60	55.20	23.57	0.26
D0277	VertBW7-8	138.00	110.40	82.80	5.00	0.04
D0330	Pano	193.00	154.40	115.80	41.24	0.21
D0340	Cephalo	218.00	174.40	130.80	40.99	0.19
D0350	OralFacimage	104.00	83.20	62.40	20.50	0.20
D0460	PulpVital	73.00	58.40	43.80	10.25	0.14
D0470	DiagnCast	161.00	128.80	96.60	25.62	0.16
D0472	AccessTissGrEx	101.00	80.80	60.60		
D0473	AccessTissGrMcrEx	212.00	169.60	127.20		
D0474	AccessTissGrExInSurg	238.00	190.40	142.80	163.00	0.68
D0600	NonIonizDiag				36.00	
D1110	Pro	128.00	102.40	76.80	40.00	0.31
D1120	ProChild	88.00	70.40	52.80	57.28	0.65
D1206	TopFluV	83.00	66.40	49.80	53.30	0.64
D1208	Flo	56.00	44.80	33.60	10.24	0.18
D1320	TobacoCnsl	75.00	60.00	45.00		
D1330	OralHygIn	94.00	75.20	56.40		
D1351	Seal	77.00	61.60	46.20	23.57	0.31
D1352	PrevRsnRest	98.00	78.40	58.80	10.25	0.10
D1353	SealRepair	98.00	78.40	58.80		
D1510	BandLoop	433.00	346.40	259.80	139.09	0.32
D1515	SpMFxBi				278.18	
D1520	SpMRemUni	476.00	380.80	285.60	102.49	0.22
D1525	SpMRemBil				143.50	
D1550	Recement	94.00	75.20	56.40	22.54	0.24
D1555	RemFixMaint	90.00	72.00	54.00	22.54	0.25
D2140	A1	211.00	168.80	126.60	64.83	0.31
D2150	A2	273.00	218.40	163.80	86.04	0.32
D2160	A3	330.00	264.00	198.00	97.83	0.30
D2161	A4	402.00	321.60	241.20	117.87	0.29
D2330	C1	231.00	184.80	138.60	56.38	0.24
D2331	C2	295.00	236.00	177.00	75.85	0.26
D2332	C3	361.00	288.80	216.60	83.03	0.23
D2335	C4	427.00	341.60	256.20	94.30	0.22
D2390	CresCn	473.00	378.40	283.80	57.40	0.12
D2391	C1(P)	270.00	216.00	162.00	43.05	0.16
D2392	C2(P)	354.00	283.20	212.40	55.34	0.16
D2393	C3(P)	440.00	352.00	264.00	63.55	0.14
D2394	C4(P)	539.00	431.20	323.40	69.69	0.13
D2510	InlayMet1	934.00	747.20	560.40		
D2520	InlayMet2	1,060.00	848.00	636.00		
D2530	InlayMet3	1,221.00	976.80	732.60		
D2542	OnlayMet2	1,198.00	958.40	718.80		

D2543	OnlayMet3	1,253.00	1,002.40	751.80		
D2544	OnlayMet4	1,303.00	1,042.40	781.80		
D2610	CerInlay1	1,099.00	879.20	659.40		
D2620	CerInlay2	1,160.00	928.00	696.00		
D2630	CerInlay3	1,235.00	988.00	741.00		
D2643	CerOnlay3	1,295.00	1,036.00	777.00	995.00	0.77
D2663	OnCRs3S	923.00	738.40	553.80		
D2664	OnCRs4+S	989.00	791.20	593.40		
D2710	CrnRsLb	615.00	492.00	369.00		
D2712	CrnRsInd	615.00	492.00	369.00	303.40	0.49
D2720	CrnRsHN	1,516.00	1,212.80	909.60		
D2721	CrnRsBm	1,421.00	1,136.80	852.60	307.50	0.22
D2722	CrnRsNm	1,452.00	1,161.60	871.20		
D2740	AllCerCrn	1,556.00	1,244.80	933.60	450.99	0.29
D2750	PFM	1,535.00	1,228.00	921.00		
D2751	CrnPrFBm	1,429.00	1,143.20	857.40	327.99	0.23
D2752	CrnPrFNm	1,464.00	1,171.20	878.40		
D2780	3/4HiNobl	1,473.00	1,178.40	883.80		
D2781	3/4BaseM	1,386.00	1,108.80	831.60	266.49	0.19
D2782	3/4Noble	1,431.00	1,144.80	858.60		
D2783	3/4Porc	1,514.00	1,211.20	908.40		
D2790	FGCrn	1,481.00	1,184.80	888.60		
D2791	CrnFlcBm	1,403.00	1,122.40	841.80	327.99	0.23
D2792	CrnFlcNm	1,429.00	1,143.20	857.40		
D2794	CrnTitan	1,516.00	1,212.80	909.60		
D2910	RecemInly	137.00	109.60	82.20	30.74	0.22
D2915	RecemCast	137.00	109.60	82.20	34.02	0.25
D2920	RecemCn	139.00	111.20	83.40	30.74	0.22
D2929	PrefabPrimary	549.00	439.20	329.40	123.00	0.22
D2930	SSCPri	378.00	302.40	226.80	92.24	0.24
D2931	SSCPer	427.00	341.60	256.20	133.25	0.31
D2932	PrFbRsCrn	456.00	364.80	273.60	61.50	0.13
D2933	PrFbScRsW	522.00	417.60	313.20	112.74	0.22
D2934	PrFbScPrim	522.00	417.60	313.20	273.00	0.52
D2940	SedFill	144.00	115.20	86.40	30.74	0.21
D2941	IntRestPriDent	144.00	115.20	86.40		
D2949	FndIndRest	144.00	115.20	86.40		
D2950	BU	361.00	288.80	216.60	123.00	0.34
D2951	Pin	82.00	65.60	49.20	20.50	0.25
D2952	CastP&C	570.00	456.00	342.00	163.99	0.29
D2954	P&C	456.00	364.80	273.60	102.49	0.22
D2955	PostRemov	351.00	280.80	210.60	82.00	0.23
D2960	CmpVnr	1,102.00	881.60	661.20	123.00	0.11
D2961	CmpVnrLb	1,250.00	1,000.00	750.00	205.00	0.16
D2962	PorcVnr	1,358.00	1,086.40	814.80	405.00	0.30
D2970	TempCrn				100.45	
D2980	CrnRepair	266.00	212.80	159.60	84.04	0.32
D2983	VenRepair	266.00	212.80	159.60	323.00	1.21
D2999	UnspecRestor				294.00	
D3110	PulpCap	140.00	112.00	84.00	25.62	0.18
D3120	PulpCapIn	112.00	89.60	67.20	20.50	0.18
D3220	Pulpotomy	287.00	229.60	172.20	61.50	0.21
D3221	PulpDebr	315.00	252.00	189.00		
D3230	PulpThA/Pr	278.00	222.40	166.80	102.49	0.37
D3240	PulpThP/Pr	342.00	273.60	205.20	102.49	0.30
D3310	RCTAnt	1,089.00	871.20	653.40	205.00	0.19
D3320	RCTPre	1,334.00	1,067.20	800.40	246.00	0.18
D3330	RCTMol	1,655.00	1,324.00	993.00	327.99	0.20
D3332	IncmpRCT	811.00	648.80	486.60		
D3333	EndoTherMolar	374.00	299.20	224.40		
D3346	RCT-RAnt	1,452.00	1,161.60	871.20	205.00	0.14
D3347	RCT-RBi	1,708.00	1,366.40	1,024.80	246.00	0.14
D3348	RCT-RMol	2,114.00	1,691.20	1,268.40	327.99	0.16
D3351	Apexif	652.00	521.60	391.20	82.00	0.13
D3352	ApxRcIn	292.00	233.60	175.20	82.00	0.28

D3353	ApXRcFin	900.00	720.00	540.00	163.99	0.18
D3410	ApctPrSrA	1,294.00	1,035.20	776.40	143.50	0.11
D3421	ApctPr+th	1,440.00	1,152.00	864.00	153.74	0.11
D3425	ApctPrMol	1,631.00	1,304.80	978.60	163.99	0.10
D3426	ApctPr+th	551.00	440.80	330.60	61.50	0.11
D3428	BnGrftPrSurgTh	1,705.00	1,364.00	1,023.00	525.00	0.31
D3429	BnGrftPrSurgAddTh	1,627.00	1,301.60	976.20	589.00	0.36
D3430	RetroFill	405.00	324.00	243.00	61.50	0.15
D3450	RtAmp	844.00	675.20	506.40	102.49	0.12
D3460	EndoEdslm	3,150.00	2,520.00	1,890.00	317.75	0.10
D3920	Hemi	641.00	512.80	384.60	82.00	0.13
D4210	GingivQdr	1,173.00	938.40	703.80	123.00	0.10
D4211	Gingiv	521.00	416.80	312.60	40.99	0.08
D4212	GingivAccess	417.00	333.60	250.20	71.74	0.17
D4240	GnFlInRtp4+	1,486.00	1,188.80	891.60	123.00	0.08
D4241	GnFlInRtp1-3	860.00	688.00	516.00	63.55	0.07
D4245	ApicFlap	1,095.00	876.00	657.00		
D4249	CrnLength	1,629.00	1,303.20	977.40	209.10	0.13
D4260	OssSurgQ	2,476.00	1,980.80	1,485.60	205.00	0.08
D4261	OssSurg1-2	1,329.00	1,063.20	797.40	163.99	0.12
D4263	BnRpGr1st	886.00	708.80	531.60	194.75	0.22
D4264	BnRpGrEa1+	756.00	604.80	453.60	159.89	0.21
D4266	TissRgPer	912.00	729.60	547.20	284.95	0.31
D4267	TissRgNr	1,173.00	938.40	703.80	327.99	0.28
D4270	PedSftsGr	1,760.00	1,408.00	1,056.00	123.00	0.07
D4273	SubTsGr	2,151.00	1,720.80	1,290.60	338.24	0.16
D4321	ProSplEx	577.00	461.60	346.20	20.50	0.04
D4341	SRP	366.00	292.80	219.60	102.91	0.28
D4342	SRP1-3	212.00	169.60	127.20	55.34	0.26
D4346	ScaleInflamFull	212.00	169.60	127.20	149.00	0.70
D4355	FullDebrd	250.00	200.00	150.00	74.83	0.30
D4381	Arestin				69.69	
D4910	PerioMaint	225.00	180.00	135.00	65.00	0.29
D5110	MaxDent	2,540.00	2,032.00	1,524.00	615.00	0.24
D5120	MandDent	2,540.00	2,032.00	1,524.00	615.00	0.24
D5130	MaxImmDent	2,769.00	2,215.20	1,661.40	666.25	0.24
D5140	MandImmDent	2,769.00	2,215.20	1,661.40	666.25	0.24
D5211	PermMaxFlip	2,143.00	1,714.40	1,285.80	250.00	0.12
D5212	PermMandFlip	2,491.00	1,992.80	1,494.60	250.00	0.10
D5213	MaxRPD	2,806.00	2,244.80	1,683.60	615.00	0.22
D5214	MandRPD	2,806.00	2,244.80	1,683.60	615.00	0.22
D5221	MaxRPDResin	2,338.00	1,870.40	1,402.80	715.00	0.31
D5222	MandRPDResin	2,716.00	2,172.80	1,629.60	815.00	0.30
D5223	MaxRPDCastMet	3,059.00	2,447.20	1,835.40	1,055.00	0.34
D5224	MandRPDCastMet	3,059.00	2,447.20	1,835.40	1,055.00	0.34
D5225	MaxParDenTrueFlex	2,143.00	1,714.40	1,285.80	1,150.00	0.54
D5226	ManParDenTrueFlex	2,491.00	1,992.80	1,494.60		
D5281	RmvUniPDn				410.00	
D5410	AdjCmDnMax	139.00	111.20	83.40	40.99	0.29
D5411	AdjCmDnMand	139.00	111.20	83.40	40.99	0.29
D5421	AdjPrDnMax	139.00	111.20	83.40	40.99	0.29
D5422	AdjPrDnMand	139.00	111.20	83.40	40.99	0.29
D5510	RepairDent				61.50	
D5520	RplThCmDn	232.00	185.60	139.20	40.99	0.18
D5610	ReprFlip				61.50	
D5620	RprRPDFm				123.00	
D5630	RepClsp	394.00	315.20	236.40	123.00	0.31
D5640	RepBrkTh	255.00	204.00	153.00	61.50	0.24
D5650	AddTooth	348.00	278.40	208.80	61.50	0.18
D5660	AddClasp	417.00	333.60	250.20	102.49	0.25
D5710	RebsComMaxDn	1,031.00	824.80	618.60	625.00	0.61
D5711	RebsComMandDn	985.00	788.00	591.00		
D5720	RebsRPDMaxDn	973.00	778.40	583.80	359.00	0.37
D5721	RebsRPDMandDn	973.00	778.40	583.80	362.00	0.37
D5730	RelMaxDntChair	582.00	465.60	349.20	123.00	0.21

D5731	RelMandDntChair	582.00	465.60	349.20	123.00	0.21
D5740	RelMaxRPDChair	533.00	426.40	319.80	102.49	0.19
D5741	RelMandRPDChair	533.00	426.40	319.80	102.49	0.19
D5750	RelMaxDnLab	776.00	620.80	465.60	189.62	0.24
D5751	RelMandDnLab	776.00	620.80	465.60	189.62	0.24
D5760	RelMaxRPDLab	765.00	612.00	459.00	163.99	0.21
D5761	RelMandRPDLab	765.00	612.00	459.00	163.99	0.21
D5810	TempCompMaxDn	1,228.00	982.40	736.80	820.00	0.67
D5821	TempMandFlip	1,008.00	806.40	604.80	205.00	0.20
D5850	TisConMax	243.00	194.40	145.80	40.99	0.17
D5851	TisConMand	243.00	194.40	145.80	40.99	0.17
D5862	DentAttach				182.44	
D5863	OverDentCmpMax	2,688.00	2,150.40	1,612.80		0.00
D5864	OverDentPartMax	3,545.00	2,836.00	2,127.00		
D5865	OverDentCmpMand	2,688.00	2,150.40	1,612.80		
D5866	OverDentPartMand	3,684.00	2,947.20	2,210.40		
D5899	UnspecDent				20.50	
D5982	SurgStent	1,031.00	824.80	618.60	450.00	0.44
D6010	SurgImpEnd	4,243.00	3,394.40	2,545.80	1,222.00	0.29
D6011	SurgImpSec				341.00	
D6012	SurgIntImpEnd	4,009.00	3,207.20	2,405.40	1,600.00	0.40
D6013	SurgPlcMinImp	4,243.00	3,394.40	2,545.80	989.00	0.23
D6040	SurgEpolImp	14,559.00	11,647.20	8,735.40		
D6050	SurgTranImp	10,891.00	8,712.80	6,534.60		
D6055	ImpConBr	1,274.00	1,019.20	764.40		
D6056	PrefabAbut	881.00	704.80	528.60		
D6057	CustAbut	1,089.00	871.20	653.40	698.00	0.64
D6058	AbPorCerCn	2,442.00	1,953.60	1,465.20	1,263.00	0.52
D6059	AbPFMCnHNM	2,410.00	1,928.00	1,446.00		
D6060	AbPFMCnBasM	2,278.00	1,822.40	1,366.80		
D6061	AbPFMCnNM	2,324.00	1,859.20	1,394.40		
D6062	AbCasMCnHNM	2,315.00	1,852.00	1,389.00		
D6063	AbCasMCnBasM	2,016.00	1,612.80	1,209.60		
D6064	AbCasMCnNM	2,109.00	1,687.20	1,265.40		
D6065	ImpPorCerCn	2,403.00	1,922.40	1,441.80	1,226.00	0.51
D6066	ImpPFMCrn	2,340.00	1,872.00	1,404.00		
D6067	ImpMCn	2,271.00	1,816.80	1,362.60	1,472.00	0.65
D6068	AbCasMCnBasM	2,422.00	1,937.60	1,453.20	902.00	0.37
D6069	AbRPFMFxRPDHNM	2,410.00	1,928.00	1,446.00		
D6070	AbRPFMFxRPDBasM	2,278.00	1,822.40	1,366.80		
D6071	AbRPFMFxRPDNM	2,324.00	1,859.20	1,394.40		
D6072	AbRtCasMFxRPDHNM	2,352.00	1,881.60	1,411.20		
D6073	AbRCasMFxRPDBasM	2,148.00	1,718.40	1,288.80		
D6074	AbRCasMFxRPDNM	2,282.00	1,825.60	1,369.20		
D6075	ImpRCerFxRPD	2,403.00	1,922.40	1,441.80		
D6076	ImpRPFMFxRPD	2,340.00	1,872.00	1,404.00		
D6077	ImpRCasMFxRPD	2,271.00	1,816.80	1,362.60		
D6081	ImpClean	102.00	81.60	61.20		
D6085	ImpCrown	700.00	560.00	420.00		
D6092	ReceSuppCrn	188.00	150.40	112.80		
D6093	Recmnt/Rebond	294.00	235.20	176.40		
D6094	Abt-proths	1,912.00	1,529.60	1,147.20	1,067.00	0.56
D6103	GrftNoFlap	788.00	630.40	472.80		
D6104	GrftPlcmnt	788.00	630.40	472.80	387.00	0.49
D6110	ImpRemDentMax	3,168.00	2,534.40	1,900.80		
D6111	ImpRemDentMand	3,168.00	2,534.40	1,900.80		
D6112	ImpRemDentPartMax	3,168.00	2,534.40	1,900.80		
D6113	ImpRemDentPartMand	3,168.00	2,534.40	1,900.80		
D6114	ImpFixDentMax	5,547.00	4,437.60	3,328.20		
D6115	ImpFixDentMand	5,547.00	4,437.60	3,328.20		
D6116	ImpFixDentPartMax	4,254.00	3,403.20	2,552.40		
D6117	ImpFixDentPartMand	4,254.00	3,403.20	2,552.40		
D6194	AbutRetCrnTitan	1,970.00	1,576.00	1,182.00		
D6199	UnspecImpl				803.00	
D6210	PontCast	1,498.00	1,198.40	898.80		

D6211	PontCastBasM	1,404.00	1,123.20	842.40			
D6212	PontCastNMRPD	1,460.00	1,168.00	876.00			
D6214	PontCastNMFD	1,507.00	1,205.60	904.20			
D6240	Pontic-PorcHN	1,479.00	1,183.20	887.40	1,199.00	0.81	
D6241	Pontic-PorcBase	1,366.00	1,092.80	819.60			
D6242	PontPFNM	1,441.00	1,152.80	864.60			
D6245	PonticPorc	1,526.00	1,220.80	915.60	950.00	0.62	
D6250	PntcRsHNM	1,460.00	1,168.00	876.00			
D6251	PntcRsRdB	1,347.00	1,077.60	808.20			
D6252	PntcRsNM	1,391.00	1,112.80	834.60			
D6253	ProvisPontic	629.00	503.20	377.40	411.00	0.65	
D6545	MaryBridgeRet	571.00	456.80	342.60	343.00	0.60	
D6602	BrdgRetInCasHNM2S	1,211.00	968.80	726.60			
D6603	BrdgRetInCasHNM3+S	1,332.00	1,065.60	799.20			
D6604	BrdgRetInCasHNM2S	1,186.00	948.80	711.60			
D6605	BrdgRetInCasBsM3+S	1,257.00	1,005.60	754.20			
D6606	BrdgRetInCasNM2S	1,167.00	933.60	700.20			
D6607	BrdgRetInCasNM3+S	1,295.00	1,036.00	777.00			
D6610	BrdgRetOnCasHNM2S	1,306.00	1,044.80	783.60			
D6611	BrdgRetOnCasHNM3+S	1,429.00	1,143.20	857.40			
D6612	BrdgRetOnCasBsM2S	1,299.00	1,039.20	779.40			
D6613	BrdgRetOnCasBsM3+S	1,358.00	1,086.40	814.80			
D6614	BrdgRetOnCasNM2S	1,271.00	1,016.80	762.60			
D6615	BrdgRetRsHNM	1,321.00	1,056.80	792.60			
D6624	RtInlayTit	1,211.00	968.80	726.60			
D6634	RtOnlyTit	1,271.00	1,016.80	762.60			
D6720	RtCrnRsHN	1,513.00	1,210.40	907.80			
D6721	RtCrnRsBM	1,436.00	1,148.80	861.60			
D6722	RtCrnRsNM	1,461.00	1,168.80	876.60			
D6740	CrnPorBr	1,591.00	1,272.80	954.60			
D6750	BrdgRetPorHN	1,550.00	1,240.00	930.00	592.00	0.38	
D6751	Bridge(end)Base	1,446.00	1,156.80	867.60			
D6752	RtCrnPrFN	1,480.00	1,184.00	888.00	616.00	0.42	
D6780	RtCrn3/4	1,461.00	1,168.80	876.60			
D6781	3/4Base	1,461.00	1,168.80	876.60			
D6782	3/4CrnNob	1,358.00	1,086.40	814.80			
D6790	RtCrnFCHN	1,496.00	1,196.80	897.60			
D6791	RtFCastBasM	1,418.00	1,134.40	850.80			
D6792	RtFCastNM	1,470.00	1,176.00	882.00			
D6794	CrnTitan	1,470.00	1,176.00	882.00			
D6930	RecemBrdg	210.00	168.00	126.00	76.87	0.37	
D6940	StressBrk	475.00	380.00	285.00			
D6950	PrecAttach	918.00	734.40	550.80	371.00	0.40	
D7111	E-Prim	189.00	151.20	113.40	40.99	0.22	
D7140	E	252.00	201.60	151.20	45.09	0.18	
D7210	E-Surg	360.00	288.00	216.00	87.12	0.24	
D7220	E-SoftTiss	451.00	360.80	270.60	128.12	0.28	
D7230	E-PartBony	600.00	480.00	360.00	122.96	0.20	
D7240	E-CompBony	705.00	564.00	423.00	147.60	0.21	
D7241	E-BonywComplic	886.00	708.80	531.60	205.00	0.23	
D7250	SurgRmvResidR	380.00	304.00	228.00	82.00	0.22	
D7260	OrAntFistClos	3,321.00	2,656.80	1,992.60	246.00	0.07	
D7261	PrimClosSinusPerfor	1,384.00	1,107.20	830.40	286.99	0.21	
D7270	ToothReimplant/Stabili	1,038.00	830.40	622.80	102.49	0.10	
D7280	SurgAccessUnerupt	969.00	775.20	581.40	123.00	0.13	
D7285	BiopsyOralTissH	1,937.00	1,549.60	1,162.20	92.24	0.05	
D7286	BiopsySoft	830.00	664.00	498.00	82.00	0.10	
D7310	Alveolo-w/E	534.00	427.20	320.40	86.10	0.16	
D7311	Alveolo Conjnc/E	467.00	373.60	280.20	108.65	0.23	
D7320	Alveolo-w/oE	868.00	694.40	520.80	108.65	0.13	
D7321	Alveolo-Not Conjnc	734.00	587.20	440.40	157.85	0.22	
D7340	Vestib-Ridge	3,671.00	2,936.80	2,202.60			
D7350	VestibRidExten	10,680.00	8,544.00	6,408.00			
D7410	ExcBenLes>1.25	1,602.00	1,281.60	961.20	102.49	0.06	
D7411	ExcBenLes<1.25	2,537.00	2,029.60	1,522.20	100.45	0.04	

D7471	RemExost	1,984.00	1,587.20	1,190.40		
D7510	Inc&Drain	574.00	459.20	344.40	82.00	0.14
D7511	I&D Abscess	868.00	694.40	520.80	90.61	0.10
D7540	ReReaProForMus	1,092.00	873.60	655.20	123.00	0.11
D7952	SinAugVert				895.00	
D7953	Bone Replacement	908.00	726.40	544.80	440.74	0.49
D8010	LimOrthoPri				450.99	
D8020	LimOrthoTxPriDent				533.00	
D8040	LimOrthoAdlt				696.99	
D8080	ComOrthoTxAdolDent				1,865.49	
D8090	CompOrthoAdlt				2,420.00	
D8210	RemHabitAppl				243.94	
D8220	FxApplTh				293.15	
D8660	PreOrthoTx				49.20	
D8680	OrthoRetent				117.87	
D8690	OrthoTx				283.00	
D9120	Fixed ParDent	241.00	192.80	144.60	71.75	0.30
D9230	Nitrous	109.00	87.20	65.40	18.44	0.17
D9243	IntraConsSed	250.00	200.00	150.00	91.22	0.36
D9248	NonIntraConsSed	159.00	127.20	95.40	91.22	0.57
D9310	Consult	250.00	200.00	150.00	61.50	0.25
D9440	AfHrsOV	156.00	124.80	93.60	61.50	0.39
D9912	Perio Rinse				12.00	
D9913	Flo				10.24	
D9932	MaxCleanCompDent	197.00	157.60	118.20		
D9933	MandCleanCompDent	197.00	157.60	118.20		
D9934	MaxCleanPartDent	197.00	157.60	118.20		
D9935	MandCleanPartDent	197.00	157.60	118.20		
D9940	BiteGuard				205.00	
D9941	AthGuard	229.00	183.20	137.40		
D9951	OcclAdjLim	195.00	156.00	117.00	10.25	0.05
D9952	OcclAdjCp	916.00	732.80	549.60	163.99	0.18
D9971	Shaping	133.00	106.40	79.80		
D9972	White	458.00	366.40	274.80		
D9975	WhiteTray	458.00	366.40	274.80		
D9998	NY Appl		450.00		450.00	
					Average Access Price % of UCR	26.24%

**Smile Restore Explanation
of New Three Tier
Discount Fee Schedule**



Explanation of New Three-Tier Discount Fee Schedules used by our office - 5.06.2019



*Percentile figures are estimated, exclude quantities of various procedures, and are being calculated. Financing options are available, which can also work with Medicaid. The front desk can provide details.

SmileRestore is a privately funded, non-profit organization that does not receive federal or state funding. Our goal is to keep our fees low to make dental care affordable for a greater number of people.

Using fees in the region published in the ADA's Code on Dental Procedures and Nomenclature (CDT®), SmileRestore has moved to a three-tier discount system. These Usual, Customary, and Reasonable (UCR) fees are the guidelines used to collect on insurance claims. Three tiers means that standard customers receive the least discount, with the understanding that their fees paid help to subsidize services for those needing financial assistance.

1. All SmileRestore patients receive an automatic discount of 20% as our first level of discount, making our fees less than 25%* of all other local dental offices.
2. Patients qualifying for financial assistance may receive a 40% discount from the UCR fees, making our fees less than 50%* of all local dental offices.
3. Patients proving need for charitable financial assistance may receive a 73.76% discount from the UCR fees through Access to Healthcare, making our fees less than 80%* of all local dental offices. With this level of discount, services must be paid for at time of visit.

Application to Reactivate Inactive 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

APPLICATION TO REACTIVATE AN INACTIVE / RETIRED LICENSE

Name MICHAEL KHAROUFEH Current Phone [REDACTED] Email [REDACTED]
Complete Mailing Address [REDACTED]

I, MICHAEL KHAROUFEH, wish to reactivate my inactive Dental / Dental Hygiene (circle one) license number 3712, which was placed on inactive/retired status on July 1, 2015. I certify (choose one below):

I have maintained an active license and practice (active license and working) outside the state of Nevada during the period my Nevada license has been **inactive**;

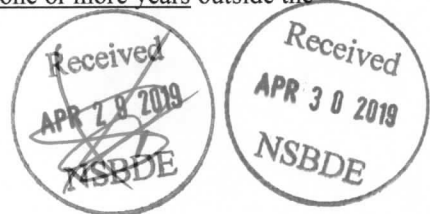
Requirements for reactivation are:

1. Payment of the reactivation fee of **\$300.00** in addition to the pro-rated current active license fees. You will need to contact the Board office for confirmation of the correct fees to pay;
2. Provide a list of employment during the time the Nevada license was inactive;
3. Submit proof of current CPR certification (online certification is NOT acceptable);
4. Submit proof of completion of continuing education credits as follows (courses must be completed within the previous 12 months):
 - a. For Dentists reactivating, 20 credit hours are required (of those 20, a minimum of 10 MUST be live-instruction and a minimum of 2 must be in infection control);
 - b. For Hygienists reactivating, 15 credit hours are required (of those 15, a minimum of 7.5 MUST be live-instruction and a minimum of 2 must be in infection control);
5. A current self-query report from the National Practitioners Data Bank dated (no more than 90 days old; copies not accepted);
6. Provide certification letter (no more than 90 days old) from each state in which you currently hold a license (regardless of the status) to practice dentistry or dental hygiene, that the license is in good standing and that no proceedings which may affect that standing are pending;

I have not maintained an active license and practice (no active license and not working) for one or more years outside the state of Nevada during the period my Nevada license has been **inactive or retired**;

Requirements for reactivation are:

1. **For licenses on inactive/retired status for less than 2 years:**
 - a. Complete items (1) through (5) above.
2. **For licenses on inactive/retired status for 2 years or more:**
 - a. Complete items (1) through (5) above;
 - b. Pass such additional examinations for licensure as the Board may prescribe.

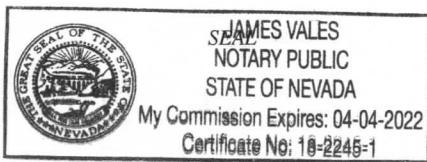


I attest that I am in compliance with the reporting requirements regarding service of claims or complaints of malpractice, felony or misdemeanor convictions, the suspension, revocation or probation of my license by another licensing jurisdiction or child support order (if applicable) pursuant to NAC 631.155 and NRS 631.225. If not previously reported, **FULL DISCLOSURE OF EACH SUCH CASE MUST BE ENCLOSED WITH THIS REACTIVATION APPLICATION.**

I authorize and empower the Nevada State Board of Dental Examiners or its agent to contact any person, firm, service, agency, or the like to obtain information deemed necessary or desirable by the Board to verify any information contained in my application to reactivate my inactive/retired license based upon this affidavit. I acknowledge I have a continuing responsibility to update all information contained in this application until such time as the Board takes action on this application. Failure of an applicant to update the information prior to final action of the Board is grounds for subsequent disciplinary action.

SIGNATURE OF LICENSEE [Signature] DATE 4-30-19

SUBSCRIBED TO AND SWORN BEFORE ME, this 30th day of April, 2019



[Signature] Nevada, Clerk
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

Voluntary Surrender of License



Nevada State Board of Dental Examiners

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



VOLUNTARY SURRENDER OF LICENSE

STATE OF CALIFORNIA

COUNTY OF PLACER

I, Kervey S HANSON, hereby surrender my Nevada
Dental /Dental Hygiene (circle one) license number 564 on 13th day of
April, 2019

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.

Kervey S Hanson
Licensee Signature

April 13, 2019
Date

Justin MEEK
Notary Signature



Licensee Current Mailing Address: [Redacted]

Email address: [Redacted]

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



Nevada State Board of Dental Examiners

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VOLUNTARY SURRENDER OF LICENSE

STATE OF Nevada

COUNTY OF Clark

I, Robert Hill, DDS, hereby surrender my Nevada Dental
/Dental Hygiene (circle one) license number 2032 on 30~~th~~ day of
June, 2019.

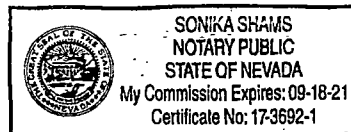
By signing this document, I understand, pursuant to Nevada Administrative Code (NAC) 631.160, the surrender of this license is absolute and irrevocable. Additionally, I understand that the voluntary surrender of this license does not preclude the Board from hearing a complaint for disciplinary action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

[Signature]
Licensee Signature

4-30-19
Date

[Signature]
Notary Signature

Notary Seal



Licensee Current Mailing Address: [Redacted]

Email address: [Redacted]

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