

NEVADA STATE BOARD of DENTAL EXAMINERS



BOARD MEMBER BOOK:

Board Teleconference Meeting

Tuesday, August 16, 2022

6:00 P.M.

Nevada State Board of Dental Examiners



2651 N. Green Valley Pkwy, Ste. 104 • Henderson, NV 89014 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

PUBLIC MEETING NOTICE & BOARD MEETING AGENDA

Meeting Date & Time

Tuesday, August 16, 2022
6:00 P.M.

**** This meeting will be held via remote technology system and ****
**** will be accessible to the public via ZOOM VIDEO WEBINAR/TELECONFERENCE ONLY ****
**** There will be no physical location for the meeting ****
**** pursuant to NRS 241.015, as amended by AB 253 (2021) ****

To access by phone, call Zoom teleconference Phone Number: (669) 900 6833

To access by video webinar, **visit www.zoom.com or use the Zoom app**

Zoom Webinar/Meeting ID#: **868 1007 9028**

Zoom Webinar/Meeting Passcode: **653115**

PUBLIC NOTICE:

**** This meeting will be held via VIDEO WEBINAR and TELE-CONFERENCE only ****

Public Comment by pre-submitted email/written form, only, is available after roll call (beginning of meeting); **Live Public Comment by teleconference** is available prior to adjournment (end of meeting). Live Public Comment is limited to three (3) minutes for each individual.

Members of the public may submit public comment in written form to: **Nevada State Board of Dental Examiners, 2651 N. Green Valley Pkwy, Ste. 104, Henderson, NV 89014; FAX number (702) 486-7046; e-mail address nsbde@dental.nv.gov**. Written submissions received by the Board on or before **Monday, August 15, 2022 by 4:00 p.m.** may be entered into the record during the meeting. Any other written public comment submissions received prior to the adjournment of the meeting will be included in the permanent record.

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.

Persons/facilities who want to be on the mailing list must submit a written request every six (6) months to the Nevada State Board of Dental Examiners at the address listed in the previous paragraph. With regard to any board meeting or telephone conference, it is possible that an amended agenda will be published adding new items to the original agenda. Amended Nevada notices will be posted in compliance with the Open Meeting Law.

We are pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify the Board, at (702) 486-7044, no later than 48 hours prior to the meeting. Requests for special arrangements made after this time frame cannot be guaranteed.

Pursuant to NRS 241.020(2) you may contact at (702) 486-7044, to request supporting materials for the public body or you may download the supporting materials for the public body from the Board's website at <http://dental.nv.gov>. In addition, the supporting materials for the public body are available at the Board's office located at 2651 N. Green Valley Pkwy, Ste. 104, Henderson, NV 89014.

Note: Asterisks (*) "**For Possible Action**" denotes items on which the Board may take action.

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

1. Call to Order

- Roll call/Quorum -

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

Members of the public may submit public comment via email to nsbde@dental.nv.gov, or by mailing/faxing messages to the Board office. Written submissions received by the Board on or before **Monday, August 15, 2022, by 4:00 p.m.** may be entered into the record during the meeting. Any other written public comment submissions received prior to the adjournment of the meeting will be included in the permanent record.

In accordance with Attorney General Opinion No. 00-047, as restated in the Attorney General's Open Meeting Law Manual, the Chair may prohibit comment if the content of that comment is a topic that is not relevant to, or within the authority of, the Nevada State Board of Dental Examiners, or if the content is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational, or amounting to personal attacks or interfering with the rights of other speakers.

***3. President's Report:** (For Possible Action)

***a. Request to remove agenda item(s)** (For Possible Action)

***b. Approve Agenda** (For Possible Action)

***4. Secretary – Treasurer's Report:** (For Possible Action)

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

***6. Old Business:** (For Possible Action)

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

***a. Review, Discussion, and possible recommendation to the board regarding hiring legal counsel to represent the Board in current litigation – NRS 631.190** (For Possible Action)

***b. Discussion, Consideration, and Possible Approval or Rejection Regarding Possible Delegation of Board Authority to the Board's Secretary- Treasurer and the Executive Director to execute a contract to retain legal counsel in current litigation – NRS 631.160; NRS 631.190**

***8. Public Comment (Live public comment by teleconference):** This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. Comments by the public may be limited to three (3) minutes as a reasonable time, place and manner restriction, but may not be limited based upon viewpoint. The Chairperson may allow additional time at his/her discretion. Members of the public may submit public comment via email to nsbde@dental.nv.gov, or by mailing/faxing messages to the Board office. Written submissions received by the Board on or before **Monday, August 15, 2022 by 4:00 p.m.** may be entered into the record during the meeting. Any other written public comment submissions received prior to the adjournment of the meeting will be included in the permanent record. In accordance with Attorney General Opinion No. 00-047, as restated in the Attorney General's Open Meeting Law Manual, the Chair may prohibit comment if the content of that comment is a topic that is not relevant to, or within the authority of, the Nevada State Board of Dental Examiners, or if the content is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational, or amounting to personal attacks or interfering with the rights of other speakers.

***9. Announcement**

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

PUBLIC NOTICE POSTING LOCATIONS

Office of the N.S.B.D.E., 2651 N. Green Valley Pkwy, Ste. 104, Henderson, NV 89014
 State Board of Dental Examiners website: www.dental.nv.gov
 Nevada Public Posting Website: www.notice.nv.gov

Agenda Item 7(a):

Review, Discussion, and possible recommendation to the board regarding hiring legal counsel to represent the Board in current litigation - NRS 631.190

NRS 631.190 Powers and duties. [Effective January 1, 2020.] In addition to the powers and duties provided in this chapter, the Board shall:

1. Adopt rules and regulations necessary to carry out the provisions of this chapter.
2. Appoint such committees, review panels, examiners, officers, employees, agents, attorneys, investigators and other professional consultants and define their duties and incur such expense as it may deem proper or necessary to carry out the provisions of this chapter, the expense to be paid as provided in this chapter.
3. Fix the time and place for and conduct examinations for the granting of licenses to practice dentistry, dental hygiene and dental therapy.
4. Examine applicants for licenses to practice dentistry, dental hygiene and dental therapy.
5. Collect and apply fees as provided in this chapter.
6. Keep a register of all dentists, dental hygienists and dental therapists licensed in this State, together with their addresses, license numbers and renewal certificate numbers.
7. Have and use a common seal.
8. Keep such records as may be necessary to report the acts and proceedings of the Board. Except as otherwise provided in [NRS 631.368](#), the records must be open to public inspection.
9. Maintain offices in as many localities in the State as it finds necessary to carry out the provisions of this chapter.
10. Have discretion to examine work authorizations in dental offices or dental laboratories.

[Part 4:152:1951; A [1953, 363](#)] — (NRS A [1963, 150](#); [1967, 865](#); [1993, 2743](#); [2009, 3002](#); [2017, 989, 2848](#); [2019, 3205](#), effective January 1, 2020)

Dedication in Representation



MARQUIS AURBACH



Jackie V. Nichols, Esq.
Attorney at Law

jnichols@maclaw.com

702.207.6091—Direct

702.856.8991—Fax

As a native of Las Vegas, Ms. Nichols obtained her Bachelor of Arts in Criminal Justice in 2013 from the University of Nevada, Las Vegas. Ms. Nichols pursued her Juris Doctorate at Sandra Day O'Connor, College of Law at Arizona State University, graduating cum laude with a certificate in Law, Science, & Technology, specializing in Health Law. While in law school, Ms. Nichols participated in the Healthcare Entrepreneurship Clinic where she assisted doctors and healthcare entities with various legal issues. Through the Innovation Advancement Clinic, she advised emerging technology companies about the FDA's pre-market requirements for their medical devices.

Ms. Nichols has been a member of the MAC family since 2010. In 2014, she began clerking for the firm and has gained experience in civil, business, and probate litigation. She also hopes to integrate Health Law into her future practice.

PRACTICE AREAS

Litigation
Public Records

EDUCATION

University of Nevada at Las Vegas
Sandra Day O'Connor, College of Law
at Arizona State University

ADMISSIONS

Nevada

JACQUELINE V. NICHOLS
MARQUIS AURBACH, CHTD.

(702) 942-2163

jnichols@maclaw.com

Education

Sandra Day O'Connor College of Law, Arizona State University, Tempe, AZ

J.D., May 2016 Cum Laude

GPA: 3.63/4.0

Honors: Pedrick Scholar

Programs: Law, Science, & Technology Certificate with Healthcare emphasis

Admitted to the State Bar of Nevada (2016)

University of Nevada, Las Vegas

Bachelor of Arts in Criminal Justice, August 2013

Honors: Dean's List 2012-2013

GPA: 3.3/4.0

Experience

Marquis Aurbach Coffing, Las Vegas, Nevada

August 2016-Present

Partner

Handle caseload of 25+ cases. Conduct legal research and draft substantive motion work on evidentiary issues, Constitutional issues, including retaliation concerning free speech, *Monell* claims, excessive force, false arrests, and the Nevada Public Records Act on behalf of LVMPD, Clark County Coroner's Office, Nye County and other government agencies. Handle personal injury litigations involving car accidents and catastrophic injuries. Perform various oral arguments dealing with substantive motions and petitions on behalf of LVMPD and Las Vegas Paving Corporation. Represent LVMPD in a variety of employment cases, including in Federal Court and Arbitration. Appear in proceedings for post-conviction relief concerning evidentiary hearing for new trial and quashing subpoenas. Obtain summary judgment in voiding non-compete provision as too broad.

Published Cases

Las Vegas Metropolitan Police Department v. Las Vegas Review-Journal, 478 P.3d 383 (2020) (Public records related to Officer Unit assignments)

Las Vegas Metropolitan Police Department v. Center for Investigative Reporting, Inc., 460 P.3d 952 (2020) (Establishing the Catalyst Theory for Public Records)

Clark County Office of Coroner/Medical Examiner v. Las Vegas Review-Journal, 458 P.3d 1048 (2020) (privacy balancing test applies to autopsy records)

Republican Attorneys General Association v. Las Vegas Metropolitan Police Department, 458 P.3d 328 (2020) (confidentiality of juvenile records)

**MARQUIS AURBACH—ATTORNEY FEE AGREEMENT
(HOURLY RATE)**

CLIENT: Nevada State Board of Dental
Examiners

RE: Nevada Dental Association adv. Nevada
State Board of Dental Examiners

FILE NO.: 17074-1

1. **FEES.** Client employs Marquis Aurbach Chtd. ("MAC") to represent it on the above matter and such other business matters as Client may request. Client agrees to pay for all services based upon MAC's current hourly rates. The terms of this Agreement shall govern all work to be performed for Client. Client understands that MAC's rates are subject to change at the end of each calendar year. MAC's current hourly rates are as follows:

Partners:	\$250/hr
Associates	\$200/hr
Law Clerks/Paralegals:	\$150/hr.
2. **COSTS.** Client understands and agrees that costs and expenses are not included in the above-mentioned fees and include, but are not limited to, filing and recording fees, deposition costs, witness fees, long distance telephone charges, telefax and mail charges, copy charges, etc. Client agrees to pay all such costs and expenses promptly as they become due.
3. **RETAINER.** Client hereby agrees to pay MAC a Retainer of \$0.00 which will be applied to MAC's initial work for Client. In addition, Client agrees to pay MAC a Security Deposit of \$0.00 which will be held in MAC's Trust Account. This Security Deposit will be held as security toward payment of invoices to Client. Client hereby grants MAC a security interest in these funds to secure payment of MAC's fees. In the event any invoice is not paid within thirty (30) days, Client authorizes MAC to draw-down such portion of the Security Deposit as is necessary to cover said invoice, which will be considered a default by Client. Upon termination or the conclusion of work, the balance of the Security Deposit and Retainer, if any, will be refunded to Client.
4. **INTEREST.** All invoices are due when billed. In the event that Client fails to pay the obligations to MAC within thirty (30) days, Client agrees to pay interest at a rate of one and one-half percent (1 ½%) per month on past due fees and costs.
5. **DEFAULT.** In the event Client is delinquent in payments due MAC, MAC will have the option to cease all further work on behalf of Client and apply any or all of the Retainer or Security Deposit, if applicable, to cure the default. MAC may institute collection efforts. In the event MAC recovers funds for Client, Client grants MAC a lien on such funds to the extent of any fees or costs due MAC.
6. **TIMELY DISPUTE RESOLUTION.** Client has a right to question the amount of monthly invoices or the individual time entries. However, in order for MAC to address issues raised by Client, timely notification is necessary. Therefore, Client agrees that Client will inspect each monthly invoice promptly and, if concerned, notify MAC in writing within thirty (30) days. Failure to notify within thirty (30) days of the date of an invoice will be deemed an acceptance of said invoice and a waiver of any objections thereto.
7. **ADJUDICATION OF AMOUNT DUE AND CHARGING LIEN.** In the event Client falls behind in payments to MAC with respect to any pending lawsuit, Client consents that the district court judge in that lawsuit may adjudicate the amount due MAC and enter an order designating that amount as due and as a lien on any sums Client may recover in that lawsuit.
8. **RESULTS.** Client understands that MAC has not and cannot guarantee results.
9. **CLIENT COOPERATION.** Client agrees to cooperate with MAC, including providing any documents and information requested. MAC agrees to keep Client apprised of significant developments, and to advise Client of any significant decisions or settlement offers relating to the matter. In addition, Client acknowledges that Client will review all documents submitted to Client for that purpose, will read all documents to be signed and will make inquiries of Attorney if there are any provisions Client does not understand. Pursuant to the Nevada Rules of Professional Responsibility, MAC retains the discretion to agree to such matters as extensions of time and continuance of hearing dates. The decision as to when and whether to proffer or accept settlement offers rests with the Client. It is solely the responsibility of the Client to determine whether and to what extent Client is authorized by its investors or others with regard to any instructions given by Client to MAC, and MAC is authorized to treat all directions from Client as fully authorized by appropriate means.
10. **SETTLEMENT.** MAC will not agree to any settlement without Client's consent.
11. **GUARANTY.** The individual signing this Agreement on behalf of Client personally guarantees payment of all fees and costs to MAC.

12. **TERMINATION.** Either party may terminate this Agreement by giving written notice to the other. In the event fees or costs are owing to MAC upon termination, Client agrees to pay MAC such fees upon termination and further agrees that MAC will have a lien on any and all claims or causes of action on which MAC was working; on all funds or property which has been or is later recovered; and on all files and work papers produced by MAC.
13. **THE FILE.** As a matter of course, Client will be provided with copies of all important pleadings, documents and letters. In the event Client demands MAC's original file, Client agrees to pay for copies of all documents MAC wishes to retain. In the event that Client's account is delinquent, Client agrees to cure such delinquency before MAC provides Client with a copy of the entire file. Due to the proprietary nature of stored electronic documents, MAC will be under no obligation to provide electronic copies. Client understands that after all work is completed, MAC reserves the right to destroy the file after a reasonable period of time.
14. **AWARD OF FEES.** The above Agreement regarding fees shall not be altered in the event an opponent pays or a court awards a portion of the fees due MAC. Any such award will first go to MAC to pay any balance that may be due, and the remainder will be paid to Client.
15. **MISCELLANEOUS.** No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that Nevada is the appropriate forum for any action relating to this Agreement. Should MAC be forced to retain counsel (either separate from or with Marquis Aurbach) Client agrees to pay the cost and expenses associated with such collection efforts at the standard hourly rate.
16. **COUNTERPARTS.** This Agreement may be signed in counterparts or by facsimile.

DATED this ____ day of _____, 2022.

MARQUIS AURBACH CHTD.:

CLIENT: Nevada State Board of Dental Examiners

By: _____

By: _____
Tax Identification No.: _____

Agenda Item 7(b):

Discussion, Consideration and Possible Approval or Rejection Regarding Possible Delegation of Board Authority to the Board's Secretary - Treasurer and the Executive Director to execute a contract to retain legal counsel in current litigation - NRS 631.160; NRS 631.190

NRS 631.160 Officers and Executive Director.

1. At the first regular meeting of each year, the Board shall elect from its membership one of its members as President and one of its members as Secretary-Treasurer, each of whom shall hold office for 1 year and until a successor is elected and qualified.

2. The Board shall define the duties of the President, the Secretary-Treasurer and the Executive Director.

3. The Executive Director shall receive such compensation as determined by the Board, and the Board shall fix the amount of the bond to be furnished by the Secretary-Treasurer and the Executive Director.

[Part 4:152:1951; A [1953, 363](#)] — (NRS A [1995, 275](#))

NRS 631.190 Powers and duties. [Effective January 1, 2020.] In addition to the powers and duties provided in this chapter, the Board shall:

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2. Appoint such committees, review panels, examiners, officers, employees, agents, attorneys, investigators and other professional consultants and define their duties and incur such expense as it may deem proper or necessary to carry out the provisions of this chapter, the expense to be paid as provided in this chapter.
3. Fix the time and place for and conduct examinations for the granting of licenses to practice dentistry, dental hygiene and dental therapy.
4. Examine applicants for licenses to practice dentistry, dental hygiene and dental therapy.
5. Collect and apply fees as provided in this chapter.
6. Keep a register of all dentists, dental hygienists and dental therapists licensed in this State, together with their addresses, license numbers and renewal certificate numbers.
7. Have and use a common seal.
8. Keep such records as may be necessary to report the acts and proceedings of the Board. Except as otherwise provided in [NRS 631.368](#), the records must be open to public inspection.
9. Maintain offices in as many localities in the State as it finds necessary to carry out the provisions of this chapter.
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[Part 4:152:1951; A [1953, 363](#)] — (NRS A [1963, 150](#); [1967, 865](#); [1993, 2743](#); [2009, 3002](#); [2017, 989, 2848](#); [2019, 3205](#), effective January 1, 2020)