NEVADA STATE BOARD of DENTAL EXAMINERS



BOARD MEMBER BOOK:

Board Teleconference Meeting

Friday, May 5, 2023 11:00 a.m.

Nevada State Board of Dental Examiners



4 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

Friday, May 5, 2023 11:00 A.M.

Meeting Location:

Nevada State Board of Dental Examiners 2651 N. Green Valley Pkwy., Suite 104 Henderson, NV 89014

<u>Video Conferencing / Teleconferencing Available</u>

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

<u>To access by video webinar</u>, visit www.zoom.com or use the Zoom app

Zoom Webinar/Meeting ID#: 845 0628 4079

Zoom Webinar/Meeting Passcode: 627467

PUBLIC NOTICE:

<u>Public Comment by pre-submitted email/written form, Live Public Comment, and by teleconference</u> is available after roll call (beginning of meeting and 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 Thursday, May 4, 2023 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 (Live public comment, by teleconference, and pre-submitted email/written form):

The public comment period is limited to matters <u>specifically</u> 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 Thursday, May 4, 2023, by mailing/faxing messages to the Board office. Written submissions received by the Board on or before Thursday, May 4, 2023, by mailing/faxing messages to the Board office. Written submissions received by the Board on or before Thursday, May 4, 2023, 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. <u>President's Report</u>: (For Possible Action)
 - *a. Request to remove agenda item(s) (For Possible Action)
 - *b. Approve Agenda (For Possible Action)
- *4. <u>Secretary Treasurer's Report</u>: (For Possible Action)
 - *a. Approval/Rejection of Minutes (For Possible Action)
 - (1) Employment Committee Meeting 03/09/2023
 - (2) Board Meeting 03/14/2023
 - (3) Infection Control Committee Meeting 03/21/2023
 - (4) Infection Control Committee Meeting 04/06/2023
 - (5) Legislative, Legal, and Dental Practice Committee Meeting 04/19/2023
 - (6) Infection Control Committee Meeting 4/25/2023
 - (7) Legislative, Legal, and Dental Practice Committee Meeting 04/26/2023
 - (8) Anesthesia Committee Meeting 05/02/2023
 - (9) Legislative, Legal, and Dental Practice Committee Meeting 05/03/2023
- *5. Old Business: (For Possible Action)
 - *a. <u>Authorized Investigative Complaints NRS 631.360</u> (For Possible Action)
 - (1) Dr. Z The Board received information alleging Dr. Z may have breached the standard of care, thereby potentially violating NRS 631.3475. Consideration of recommendations from the Anesthesia Committee.
- *6. General Counsel's Report: (For Possible Action)
 - *a. <u>Legal Actions/Litigation Update</u> (For Informational Purposes Only)
 - *b. Regulatory Update (For Informational Purposes Only)
 - (1) Update from Lewis Roca on Legislative Bills affecting dentistry
 - *c. Review Panel NRS 631.3635 (For Possible Action)
 - (1) Discussion and Consideration of Proposed Findings and Recommendations for Matters That Have Been Recommended for Remand by the Review Panel, and Possible Approval/Rejection of Same by the Board NRS 631.3635
- *7. New Business: (For Possible Action)
 - *a. Approval/Rejection of Permanent Anesthesia Permit NAC 631.2235 (For Possible Action)
 - (1) Grace Chen, DDS Pediatric Moderate Sedation

- (2) Chokhachi Zadeah Moghadam, Nastaran, DDS Pediatric Moderate Sedation
- (3) Abrahams, Benjamin, DMD Moderate Sedation
- (4) Kamal P Patel, DDS Moderate Sedation
- (5) Mitchell P Loo, DMD General Anesthesia
- *b. Approval/Rejection of Temporary Anesthesia Permit NAC 631.2254 (For Possible Action)
 - (1) Robert Yau, DMD General Anesthesia
 - (2) Farah Divanbeigi, DDS Moderate Sedation
 - (3) Zachary M Polonus, DDS Moderate Sedation
 - (4) Anna Shagaryan, DMD Moderate Sedation
 - (5) Jonathan M Winfield, DDS Moderate Sedation
- *c. Approval/Rejection of 90-Day Extension of Temporary Anesthesia Permit NAC 631.2254(2)

 (For Possible Action)
 - (1) Brandyn M Herman, DMD General Anesthesia
 - (1) Viss, Crystal, DMD Pediatric Moderate Sedation
- *d. <u>Discussion, Consideration, and Possible Recommendation to the Board Regarding the Hiring of the Following as Part-Time On-Site Evaluator/Inspector Employees NRS 631.190</u> (For Possible Action)
 - (1) Alice P. Chen, DMD Pediatric Dentist
- *e. <u>Consideration and Possible Approval/Rejection of the Continuing Education Provider Course Application NAC 631.173</u> (For Possible Action)
 - (1) Infection Control & Prevention (2) Clinical Units Samantha Sturges, RDH
 - (2) OSHA/Infection Control/ HIPAA (3) Clinical Units Jessica Jacob
 - (3) Periodontal Diseases & Treatment (3) Clinical Units Satyam Joshi
- *f. Discussion, Consideration, and Possible Approval/Rejection of the Infection Control Committee's Recommendation Regarding the hiring of the Following as Part-Time Infection Control Inspector Employees NRS 631.190 (For Possible Action)
 - (1) Christy L Thomas, RDH
 - (2) Michelle Cordova, RDH
 - (3) Helen Z Kanian, DDS
- *g. <u>Discussion, Consideration, and Possible Recommendation to the full Board Regarding Proposed</u>
 <u>Adjustments to the Infection Control Survey Form NRS 631.190</u> (For Possible Action)
- *h. <u>Discussion, Consideration, and Possible Recommendations to the Full Board of Proposed</u>
 <u>Adjustments to the Infection Control Survey Form in General NRS 631.190</u> (For Possible Action)
- *i. <u>Discussion, Consideration, and Possible Approval/Rejection of Amendment to Final Contract with Thentia/Carahsoft NRS 631.190 (For Possible Action)</u>
- *j. Consideration Whether to Delegate Authority to the Board President and/or Executive Director to Make Decisions Regarding Litigation Concerning Actions or Proceedings in Which the Board or Any Member or Employee of the Board is a Party in an Official Capacity or Participates or Intervenes in an Official Capacity, Such a Delegation May Include Authority to Initiate Litigation, Settle Litigation or File an Appeal NRS 241.0357, NRS 631.190 (For Possible Action)
- 8. Public Comment (Live public comment and 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 Thursday, May 4, 2023 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. Announcements

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 4(a)(1): Approval/Rejection of Minutes Employment Committee Meeting - 03/09/2023

Agenda Item 4(a)(2): Board Meeting 03/14/2023

Agenda Item 4(a)(3): Infection Control Committee Meeting - 03/21/2023

Agenda Item 4(a)(4): Infection Control Committee Meeting - 04/06/2023

Agenda Item 4(a)(5): Legislative, Legal, & Dental Practice Committee Meeting - 04/19/2023

Agenda Item 4(a)(6): Infection Control Committee Meeting - 04/25/2023

Agenda Item 4(a)(7): Legislative, Legal, & Dental Practice Committee Meeting – 04/26/2023

Agenda Item 4(a)(8): Anesthesia Committee Meeting – 05/02/2023

Agenda Item 4(a)(9): Legislative, Legal, & Dental Practice Committee Meeting – 05/03/2023

<u>Agenda Item 5(a):</u> Authorized Investigations Complaints - NRS 631.360

NRS 631.360 Investigation, notice and hearing; subpoena; search warrant; continuances; retention of complaints; regulations. [Effective January 1, 2020.]

- 1. Except as otherwise provided in NRS 631.364, the Board may, upon its own motion, and shall, upon the verified complaint in writing of any person setting forth facts which, if proven, would constitute grounds for initiating disciplinary action, investigate the actions of any person who practices dentistry, dental hygiene or dental therapy in this State. A complaint may be filed anonymously. If a complaint is filed anonymously, the Board may accept the complaint but may refuse to consider the complaint if anonymity of the complainant makes processing the complaint impossible or unfair to the person who is the subject of the complaint.
- 2. The Board shall, before initiating disciplinary action, at least 10 days before the date set for the hearing, notify the accused person in writing of any charges made. The notice may be served by delivery of it personally to the accused person or by mailing it by registered or certified mail to the place of business last specified by the accused person, as registered with the Board.
- 3. At the time and place fixed in the notice, the Board shall proceed to hear the charges. If the Board receives a report pursuant to subsection 5 of <u>NRS 228.420</u>, a hearing must be held within 30 days after receiving the report.
- 4. The Board may compel the attendance of witnesses or the production of documents or objects by subpoena. The Board may adopt regulations that set forth a procedure pursuant to which the Executive Director may issue subpoenas on behalf of the Board. Any person who is subpoenaed pursuant to this subsection may request the Board to modify the terms of the subpoena or grant additional time for compliance.
- 5. The Board may obtain a search warrant from a magistrate upon a showing that the warrant is needed for an investigation or hearing being conducted by the Board and that reasonable cause exists to issue the warrant.
- 6. If the Board is not sitting at the time and place fixed in the notice, or at the time and place to which the hearing has been continued, the Board shall continue the hearing for a period not to exceed 30 days.
- 7. The Board shall retain all complaints received by the Board pursuant to this section for at least 10 years, including, without limitation, any complaints not acted upon.

[Part 11:152:1951] — (NRS A <u>1969, 95</u>; <u>1981, 99</u>; <u>1983, 1114</u>; <u>1993, 784</u>; <u>2007, 508</u>; <u>2009,</u> 883; 2013, 2219; 2017, 4415, effective January 1, 2020)

Agenda Item 5(a)(1):

Dr. Z - The Board received information alleging Dr. Z may have breached the standard of care, thereby potentially violating NRS 631.3475. Consideration of recommendations from the Anesthesia Committee.

Agenda Item 6(a): Legal Actions/Litigation updates

Agenda Item 6(b): Regulatory Update

Agenda Item 6(b)(1): Update from Lewis Roca on Legislative Bills affecting dentistry

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 <u>1953, 363</u>] — (NRS A <u>1963, 150</u>; <u>1967, 865</u>; <u>1993, 2743</u>; <u>2009, 3002</u>; <u>2017, 989, 2848</u>; <u>2019, 3205</u>, effective January 1, 2020)

Agenda Item 6(c): Review Panel – NRS 631.3635

NRS 631.3635 Appointment of panel to review investigation or informal hearing; members; requirements of review; findings and recommendation.

- 1. The Board shall appoint a panel to review an investigation or informal hearing conducted pursuant to NRS 631.363. Such a panel must consist of:
 - (a) If the subject of the investigation or informal hearing is a holder of a license to practice dental hygiene, one member of the Board who is a holder of a license to practice dentistry, one member of the Board who is a holder of a license to practice dental hygiene and one holder of a license to practice dental hygiene who is not a member of the Board and is not the subject of the investigation or informal hearing.
 - (b) If the subject of the investigation or informal hearing is a holder of a license to practice dentistry or any other person not described in paragraph (a), one member of the Board who is a holder of a license to practice dentistry, one member of the Board who is a holder of a license to practice dental hygiene and one holder of a license to practice dentistry who is not a member of the Board and is not the subject of the investigation or informal hearing.
- 2. A review panel appointed pursuant to subsection 1 shall, in conducting a review of an investigation or informal hearing conducted pursuant to <u>NRS 631.363</u>, review and consider, without limitation:
 - (a) All files and records collected or produced by the investigator;
 - (b) Any written findings of fact and conclusions prepared by the investigator; and
 - (c) Any other information deemed necessary by the review panel.
- 3. The investigator who conducted the investigation or informal hearing pursuant to <u>NRS</u> 631.363 shall not participate in a review conducted pursuant to subsection 1.
- 4. Before the Board takes any action or makes any disposition relating to a complaint, the review panel appointed pursuant to subsection 1 to conduct a review of the investigation or informal hearing relating to the complaint shall present to the Board its findings and recommendation relating to the investigation or informal hearing, and the Board shall review and consider those findings and recommendations.
- 5. Meetings held by a review panel appointed pursuant to subsection 1 are not subject to the provisions of <u>chapter 241</u> of NRS.

(Added to NRS by 2017, 988)

Agenda Item 6(c)(1):

Discussion and Consideration of Proposed Findings and Recommendations for Matters That Have Been Recommended for Remand by the Review Panel, and Possible Approval/Rejection of Same by the Board – NRS 631.3635

Agenda Item 7(a): Approval/Rejection of Permanent Anesthesia Permit – NAC 631.2235

NAC 631.2235 Inspections and evaluations: Grading; report of recommendation of evaluator; issuance of permit for passing; failure to pass; request for reevaluation; issuance of order for summary suspension. (NRS 631.190, 631.265)

- 1. The persons performing an inspection or evaluation of a dentist and his or her office for the issuance or renewal of a general anesthesia permit or moderate sedation permit shall grade the dentist as passing or failing to meet the requirements set forth in NAC 631.2219 to 631.2231, inclusive. Within 72 hours after completing the inspection or evaluation, each evaluator shall report his or her recommendation for passing or failing to the Executive Director, setting forth the details supporting his or her conclusion.
- 2. If the dentist meets the requirements set forth in <u>NAC 631.2219</u> to <u>631.2231</u>, inclusive, the Board will issue the general anesthesia permit or moderate sedation permit, as applicable.
- 3. If the dentist does not meet the requirements set forth in <u>NAC 631.2219</u> to <u>631.2231</u>, inclusive, the Executive Director shall issue a written notice to the dentist that identifies the reasons he or she failed the inspection or evaluation.
 - 4. A dentist who has received a notice of failure from the Board pursuant to subsection 3:
- (a) Must cease the administration of any general anesthesia, deep sedation or moderate sedation until the dentist has obtained the general anesthesia permit or moderate sedation permit, as applicable; and
- (b) May, within 15 days after receiving the notice, request the Board in writing for a reevaluation. The request for a reevaluation must state specific grounds supporting it.
- 5. If the reevaluation is granted by the Board, it will be conducted by different persons in the manner set forth by NAC 631.2219 to 631.2231, inclusive, for an original evaluation.
- 6. No dentist who has received a notice of failing an inspection or evaluation from the Board may request more than one reevaluation within any period of 12 months.
- 7. Pursuant to subsection 3 of NRS 233B.127, if an inspection or evaluation of a dentist or his or her office indicates that the public health, safety or welfare imperatively requires emergency action, the President of the Board may, without any further action by the Board, issue an order of summary suspension of the license of the dentist pending proceedings for revocation or other action. An order of summary suspension issued by the President of the Board must contain findings of the exigent circumstances which warrant the issuance of the order of summary suspension. The President of the Board shall not participate in any further proceedings relating to the order.

(Added to NAC by Bd. of Dental Exam'rs, eff. 10-21-83; A by R005-99, 9-7-2000; R004-17, 5-16-2018)

Agenda Item 7(a)(1): Grace Chen, DDS – Pediatric Moderate Sedation



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

	(ACHVE)
	Site permit under Dr. kevin olson Lic#56-100
	Office Site Permit
	Check box if you are applying for a Site Permit for this same office location as well
-461	-3801
PR	<u>OGRAM</u>

PEDIATRIC DENTISTRY SI	PECIALISTS
------------------------	------------

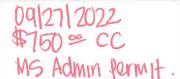
PEDIATRIC MODERATE SEDATION ADMIN PERMIT APPLICATION (Administration of **Moderate Sedation** to pediatric patients)

Name:	Grace Chen	Lice	nse Number:	S6-209C	<u>applying</u> for a Site Permi
Dental Practice Name:Carson City Pediatric Denti		tistry		location as well	
Office Add	ress: 230 Fairv Cars on City,				
Office Tele	phone: 77	75-461-3800	Office Fo	ax No: 775-46	1-3801
	DENTAL EDUC	CATION	1	SPECIALTY PE	ROGRAM
University/ College	: University of T	oronto	University/ College	e: BronxCare	Health System
Location:	101 Elm St		Location:	1775 Grand	Concourse#6
	Toronto, ON, Canada			Bron	x, NY
Dates attended:	09 / 2014 / to 06 / 2018 /	Degree Earned: Doctor of Dental Surgery	Dates attended:	07 / 2019 / to 07 / 2021 /	Degree Awarded: Certificate of Pediatric Dentistry

The following information and documentation must be received by the Board office prior to consideration of a MODERATE SEDATION permit:

- 1) Completed and signed application form;
- 2) Non-refundable application fee in the amount of \$750.00;
- 3) Certification of completion of a specialty program accredited by the Commission on Dental Accreditation of the American Dental Association and which includes education and training in the administration of moderate sedation that is equivalent to the education and training.
- 4) Valid certification in Pediatric Advance Life Support by the American Heart Association or the completion of a course approved by the Board that provides instruction on medical emergencies and airway management RECEIVED 4





SEP 2 2 2022

I hereby make application for a <u>Pediatric Moderate Sedation Permit</u> to administer moderate sedation to <u>pediatric patients</u> from the Nevada State Board of Dental Examiners. I understand that if this permit is issued, I am authorized to administer moderate sedation <u>ONLY</u> to <u>pediatric patients</u> at the address listed above. If I wish to administer moderate sedation to <u>pediatric patients</u> at another location, I understand that each site must be inspected and issued a <u>"Pediatric Moderate Sedation Site Permit"</u> and/or a <u>"Moderate Sedation Site Permit"</u> by the Board prior to the administration of moderate sedation to <u>pediatric patients</u>. I understand that this permit, if issued, allows only <u>me</u> to administer moderate sedation to <u>pediatric patients</u>.

I also understand that this permit does <u>NOT</u> allow for the administration of <u>deep sedation</u> or <u>general anesthesia</u> by me, a physician, nurse anesthetist, or any other person. I have read and I am familiar with the provisions and requirements of NRS 631 and NAC 631 regarding the administration of moderate sedation to pediatric patients.

I, hereby acknowledge the information contained on this application is true and correct and I further acknowledge any omissions, inaccuracies, or misrepresentations of information on this application are grounds for the revocation of a permit which may have been obtained through this application. It is understood and agreed that the title of all certificates shall remain in the Nevada State Board of Dental Examiners and shall be surrendered by order of said Board.

Signature of Applicant

Date

09/15/2022

**APPLICATION FOR PEDIATRIC MODERATE SEDATION ADMINISTRATION **

Certification of completion of a specialty program accredited by the Commission on Dental Accreditation of the American Dental Association and which includes education and training in the administration of moderate sedation to pediatric patients that is equivalent to the education and training described in subsection (1) of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to pediatric patients and submit proof of the successful administration as the operator of moderate sedation to not less than 25 pediatric patients.

SUBMISSION OF NO LESS THAN 25 CASES OF MODERATE SEDATION ADMINISTRATION

► RECEIVED
SEP 2 2 2022

Agenda Item 7(a)(2): Chokhachi Zadeah Moghadam, Nastaran, DDS – Pediatric Moderate Sedation



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

Dr. Carla Lalande holds Pediatric Moderate

PEDIATRIC DENTISTRY SPE PEDIATRIC MODERATE SEDATION ADM (Administration of Moderate Sedation	AIN PERMIT APPLICATION
Name: Nastaran Chokhachi Zadeh Moghadam Lico	tor this same office
Dental Practice Name: Children's Dental Care and Dental Care, Children's Der Office Address: Smiles Pediatric Dentistry	Orthodontics, Bella Children's ntal Care at Greenvalley, Little
3600 North Buffalo Drive Gui 19 Las Vegas, NV 89129 Office Telephone: 702-254-8858	# NO Office Fax No: 702-254-9462
DENTAL EDUCATION	SPECIALTY PROGRAM
University/ Tehran University of Medical Sciences, School of College: Dentistry	University/ Boston University, Henry M. Goldman School of Dental College: Medicine
Location: North Karegar St, Tehran, Iran 14399-55991	Location: 635 Albany St, Boston, MA 02118
Dates attended: 09 / 15 /2008 Degree Earned: DDS	Dates attended: 07 / 01 /2019 Degree Awarded: MSD & CAGS

The following information and documentation must be received by the Board office prior to consideration of a MODERATE SEDATION permit: Received

- 1) Completed and signed application form;
- 2) Non-refundable application fee in the amount of \$750.00;

3) Certification of completion of a specialty program accredited by the Commission on Dental Accreditation of the American Dental Association and which includes education and training in the administration of moderate sedation that is equivalent to the education and training.

4) Valid certification in Pediatric Advance Life Support by the American Heart Association or the completion of a course approved by the Board that provides instruction on medical emergencies and airway management

DEC 19 2022

I hereby make application for a <u>Pediatric Moderate Sedation Permit</u> to administer moderate sedation to <u>pediatric patients</u> from the Nevada State Board of Dental Examiners. I understand that if this permit is issued, I am authorized to administer moderate sedation <u>ONLY</u> to <u>pediatric patients</u> at the address listed above. If I wish to administer moderate sedation to <u>pediatric patients</u> at another location, I understand that each site must be inspected and issued a <u>"Pediatric Moderate Sedation Site Permit"</u> by the Board prior to the administration of moderate sedation to <u>pediatric patients</u>. I understand that this permit, if issued, allows only <u>me</u> to administer moderate sedation to <u>pediatric patients</u>.

I also understand that this permit does <u>NOT</u> allow for the administration of <u>deep sedation</u> or <u>general anesthesia</u> by me, a physician, nurse anesthetist, or any other person. I have read and I am familiar with the provisions and requirements of NRS 631 and NAC 631 regarding the administration of moderate sedation to pediatric patients.

I, hereby acknowledge the information contained on this application is true and correct and I further acknowledge any omissions, inaccuracies, or misrepresentations of information on this application are grounds for the revocation of a permit which may have been obtained through this application. It is understood and agreed that the title of all certificates shall remain in the Nevada State Board of Dental Examiners and shall be surrendered by order of said Board.

Signature of Applicant

Date 12/19/2022

**APPLICATION FOR PEDIATRIC MODERATE SEDATION ADMINISTRATION **

Certification of completion of a specialty program accredited by the Commission on Dental Accreditation of the American Dental Association and which includes education and training in the administration of moderate sedation to pediatric patients that is equivalent to the education and training described in subsection (1) of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to pediatric patients and submit proof of the successful administration as the operator of moderate sedation to not less than 25 pediatric patients.

SUBMISSION OF NO LESS THAN 25 CASES OF MODERATE SEDATION ADMINISTRATION

Received
DEC 19 2022
NSBDE

Agenda Item 7(a)(3): Abrahams, Benjamin, DMD – Moderate Sedation



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

				Holds site permit
(Adr		TE SEDATION ADMIN F erate Sedation to patie	PERMIT APPLICATION onts 13 years of age or older)	Office Site Permit
Name: Be Dental Prac Office Addr	tice Name	Lice am Dental a Ave. Suite 100, Las Vegas		Check box if you are applying for a Site Permit for this same office location as well
			Office Telephone70 Office Fax:702-389-	
DENTAL EDUCATION			BOARD APPROVE	D PROGRAM
University/ College:	Midwestern Unive	ersity, CDMI	Name/ Oregon Academy Instructor: Conscious Sedation	of General Dentistry Moderate on. Dr. Kenneth Reed
Location:	555 31st, Downers Grove, IL 60515		Location: OAGD, 13333 SW Tigard, Oregon 97	V 68th Pkwy Suite 0101 7223
Dates attended:	08/2016 / to	Degree Earned: DMD	07/07/2022/ / Dates attended: to	Certificate Granted: Moderate Concious IV Sedation

The following information and documentation must be received by the Board office prior to consideration of a **MODERATE SEDATION** permit:

- 1) Completed and signed application form;
- 2) Non-refundable application fee in the amount of \$750.00;
- 3) Certification of completion of a course of study, subject to the approval of the Board, of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to patients 13 years of age or older and proof of successful management as the operator of moderate sedation to not less than twenty (20) patients who are 13 years of age or older.

SEP 23 2022

NSBDE

4) Valid certification in Advance Cardiac Life Support by the American Heart Association or the completion of a course approved by the Board that provides instruction on medical emergencies and airway management

I hereby make application for a <u>Moderate Sedation Permit</u> to administer moderate sedation to <u>patients 13 years of age or older</u> from the Nevada State Board of Dental Examiners. I understand that if this permit is issued, I am authorized to administer moderate sedation <u>ONLY</u> to <u>patients 13 years of age or older</u> at the address listed above. If I wish to administer moderate sedation to <u>patients 13 years of age or older</u> at another location, I understand that each site must be inspected and a "Moderate Sedation Site Permit" must be issued by the Board prior to administration of moderate sedation to <u>patients 13 years of age or older</u>. I understand that this permit, if issued, allows only <u>me</u> to administer moderate sedation to <u>patients 13 years of age or older</u>.

I also understand that this permit does <u>NOT</u> allow for the administration <u>of moderate sedation</u> <u>to patients 12 years of age or younger</u> or the administration of <u>deep sedation</u> or <u>general anesthesia</u> by me, a physician, nurse anesthetist, or any other person. I have read and am familiar with the provisions and requirements of NRS 631 and NAC 631 regarding the administration of moderate sedation.

I, hereby acknowledge the information contained on this application is true and correct and I further acknowledge any omissions, inaccuracies, or misrepresentations of information on this application are grounds for the revocation of a permit which may have been obtained through this application. It is understood and agreed that the title of all certificates shall remain in the Nevada State Board of Dental Examiners and shall be surrendered by order of said Board.

Signature of Applicant		Rom alarans pmo
Date	9/20/2022	

<u>NOTE:</u> In order to administer moderate sedation to patients 12 years of age or younger, you must meet the requirements set forth in NAC 631.2213 and submit an application for a <u>"Pediatric</u> Moderate Sedation Admin Permit"

APPLICATION FOR MODERATE SEDATION ADMINISTRATION_

Pursuant to NAC 631.2213; Applicants must submit certification of completion of a course of study, subject to the approval of the Board, of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to patients 13 years of age or older and proof of successful management as the operator of moderate sedation to not less than twenty (20) patients who are 13 years of age or older

SUBMISSION OF NO LESS THAN 20 CASES OF MODERATE SEDATION ADMINISTRATION

Received
SEP 23 2022
NSBDE

Agenda Item 7(a)(4): Kamal P Patel, DDS – Moderate Sedation



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

•		rate Sedation to par	N PERMIT APPLICATION tients 13 years of age or conse Number:	older)	Office Site Permit Check box if you are
Dental Prac Office Addr	.iice Name	V Washington Ave #101			applying for a Site Permit for this same office location as well
	Las	Vegas, NV 89128			02-342-863) - 749-4160
University/ College:	DENTAL EDUCA		Name/		PROGRAM eneral Dentistry/ Dr. Kenneth Reed
Location:	345 E 24th St. Nev	York N Y	Location:	13333 SW 68i #01i Tigard, Oreg	0
Dates attended:	08 / 17 /20/5 to 05 / 20 /20/9	Degree Earned:	01/05/23 Dates attended: 01/09/23		Certificate Granted: Yes 1/9/12/23

The following information and documentation must be received by the Board office prior to consideration of a **MODERATE SEDATION** permit:

- 1) Completed and signed application form;
- 2) Non-refundable application fee in the amount of \$750.00;
- 3) Certification of completion of a course of study, subject to the approval of the Board, of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to patients 13 years of age or older and proof of successful management as the operator of moderate sedation to not less than twenty (20) patients who are 13 years of age or older.
 Received



MAR 2 0 2023 NSBDE 4) Valid certification in Advance Cardiac Life Support by the American Heart Association or the completion of a course approved by the Board that provides instruction on medical emergencies and airway management

I hereby make application for a <u>Moderate Sedation Permit</u> to administer moderate sedation to <u>patients 13 years of age or older</u> from the Nevada State Board of Dental Examiners. I understand that if this permit is issued, I am authorized to administer moderate sedation <u>ONLY</u> to <u>patients 13 years of age or older</u> at the address listed above. If I wish to administer moderate sedation to <u>patients 13 years of age or older</u> at another location, I understand that each site must be inspected and a "Moderate Sedation Site Permit" must be issued by the Board prior to administration of moderate sedation to <u>patients 13 years of age or older</u>. I understand that this permit, if issued, allows only <u>me</u> to administer moderate sedation to <u>patients 13 years of age or older</u>.

I also understand that this permit does **NOT** allow for the administration of moderate sedation to patients 12 years of age or younger or the administration of deep sedation or general anesthesia by me, a physician, nurse anesthetist, or any other person. I have read and am familiar with the provisions and requirements of NRS 631 and NAC 631 regarding the administration of moderate sedation.

I, hereby acknowledge the information contained on this application is true and correct and I further acknowledge any omissions, inaccuracies, or misrepresentations of information on this application are grounds for the revocation of a permit which may have been obtained through this application. It is understood and agreed that the title of all certificates shall remain in the Nevada State Board of Dental Examiners and shall be surrendered by order of said Board.

Signature of Applicant

Date 03/16/2-07-3

<u>NOTE:</u> In order to administer moderate sedation to patients 12 years of age or younger, you must meet the requirements set forth in NAC 631.2213 and submit an application for a <u>"Pediatric Moderate Sedation Admin Permit"</u>

APPLICATION FOR MODERATE SEDATION ADMINISTRATION

Pursuant to NAC 631.2213; Applicants must submit certification of completion of a course of study, subject to the approval of the Board, of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to patients 13 years of age or older and proof of successful management as the operator of moderate sedation to not less than twenty (20) patients who are 13 years of age or older

SUBMISSION OF NO LESS THAN 20 CASES OF MODERATE SEDATION ADMINISTRATION

Received MAR 2 0 2023 NSBDE

Agenda Item 7(a)(5): Mitchell P Loo, DMD – General Anesthesia



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

Dr. Matthew M. Kikuchi Holds site Parmit-SP6319

		05/14/2021 - n5/14/2026
GENERAL ANESTHESIA ADI	MIN PERMIT APPLICATION	Office Site Permit
Name: Mitchell Loo Dental Practice Name: Kikuchi Oral Surgery &	License Number: S2-199C Dental Implant Center	Check box if you are applying for a Site Permit for this same office location as well
Office Address: 5765 S Fort Apache Rd Suite	110 Office Telephone:	702-876-6337
Las Vegas, NV 89148	Office Fax: 702-87	6-2988
DENTAL EDUCATION	SPECIALTY EL	DUCATION
University/ Tufts University School of Dental Medicine	University / College: Harlem Hos	pital / Columbia University
Location: 1 Kneeland St	Location: 506 Lenox Ave)
Boston, MA 02111	New York, NY	10037
Dates to DMD Degree Earned	Dates to	Degree Earned: Oral Maxillofacial Surgeo

The following information and documentation <u>must</u> be received by the Board office prior to consideration of a **GENERAL ANESTHESIA** permit:

- 1) Completed and signed application form with all questions answered in full;
- 2) Non-refundable application fee in the amount of \$750.00;

06 / 2012 /

- The completion of a program, subject to the approval of the Board, of advanced training in anesthesiology and related academic subjects beyond the level of undergraduate dental school in training program as described in the Guidelines for Teaching Pain Control and Sedation to Dentists and Dental Students or the completion of a graduate program in oral and maxillofacial surgery or dental anesthesiology approved by CODA
- 4) Valid copy of Advanced Cardiac Life Support or a course providing similar instruction that is approved by the Board

 NOV 10 2022

Check #1028 #7509 11·10·22 GA Admin Permit ****

NSBDE

06 / 2017 /

QUESTION SECTION:

НΔ	VE	YO	11.
	V	\cdot	v.

1)	Completed one (1) year advanced training in Anesthesiology? YesX No	
	Where: When:	
2)	Completed a residency program in General Anesthesia of not less than one (1) calendar year approved by the Board of Directors of the American Dental Society of Anesthesiology? Yes No	F6
	Where: When:	
3)	Completed a graduate program in Oral and Maxillofacial Surgery approved by the Commission of Accreditation of the American Dental Association? $\underline{\checkmark}$ Yes $\underline{}$ No	
	Where: Harlem Hospital / Columbia University When: 07/2012 - 06/2017	

I hereby make application for a <u>General Anesthesia Permit</u> from the Nevada State Board of Dental Examiners. I understand that if this permit is issued, I am authorized to administer to a patient of any age <u>general anesthesia</u>, <u>deep sedation</u> or <u>moderate sedation ONLY</u> at the address listed above. If I wish to administer <u>general anesthesia</u>, <u>deep sedation</u> or <u>moderate sedation</u> at another location, I understand that each site must be inspected and issued a general anesthesia site permit by the Board prior to administration of general anesthesia. I understand that this permit, if issued allows only <u>me</u> to administer <u>general anesthesia</u>, <u>deep sedation</u> or <u>moderate sedation</u>. I have read and am familiar with the provisions and requirements of NRS 631 and NAC 631 regarding the administration of general anesthesia.

I, hereby acknowledge the information contained on this application is true and correct and I further acknowledge any omissions, inaccuracies, or misrepresentations of information on this application are grounds for the revocation of a permit which may have been obtained through this application. It is understood and agreed that the title of all certificates shall remain in the Nevada State Board of Dental Examiners and shall be surrendered by order of said Board.

Signature of Applicant

Date 11/3/2022

Received
NOV 1 0 2022
NSBDE

Agenda Item 7(b): Approval/Rejection of Temporary Anesthesia Permit – NAC 631.2254

NAC 631.2254 Temporary permits. (NRS 631.190, 631.265)

- 1. The Board may grant a temporary permit to administer general anesthesia and deep sedation or a temporary permit to administer moderate sedation to an applicant who meets the qualifications for a permit to administer that type of anesthesia or sedation pursuant to NAC 631.2213.
- 2. A temporary permit is valid for not more than 90 days, but the Board may, in any case it deems appropriate, grant a 90-day extension of the permit.
- 3. The Board may require the holder of a temporary permit to pass an on-site inspection as a condition of retaining the permit. If the holder fails the inspection, his or her permit will be revoked. In case of revocation, the holder of a temporary permit may apply to be reinspected in accordance with the procedures set forth in NAC 631.2235.

(Added to NAC by Bd. of Dental Exam'rs, eff. 11-28-90; A by R005-99, 9-7-2000; R004-17, 5-16-2018)

Agenda Item 7(b)(1): Robert Yau, DMD – General Anesthesia



2651 N. Green Valley Parkway, Suite 104, Henderson, NV 89014 (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046 nsbde@dental.nv.gov

Dr. Jesse J. Falk holds GA site Pennit spg410-AA

GENERAL ANESTHESIA ADMIN	
Name: Robert Yau Lic	ense Number: 52-197 Check box if you are applying for a Site Permit for this same office location as well
Dental Practice Name: Canyon Oral & Fa	cial Surgery
Office Address: 6200 N. Durango Dr.	Suite 100 Office Telephone: (702) 660 - 5574
Las Vegas, NV 89149	Office Fax: (954) 329 - 0026
DENTAL EDUCATION	SPECIALTY EDUCATION
University/ University of Connecticut College: School of Dental Medicine	University / College: Kings County Hospital Center
Location: 300 U Conn Health Boulevard	Location: 451 Clarkson Ave
Farmington, CT 06030	Brooklyn, NY 11203
08 / 18 / 2010 Degree Earned:	07 / 01 / 2014 Degree Earned:
Dates attended: to D.M.D	Dates attended: to Oral & Maxillofacial Surgery
05/12/2014 Doctor of Dental	attended: 12 / 31 / 2020 Oral & Maxillofacial Surgery Specially Certificate

The following information and documentation <u>must</u> be received by the Board office prior to consideration of a <u>GENERAL ANESTHESIA</u> permit:

- Completed and signed application form with all questions answered in full;
- 2) Non-refundable application fee in the amount of \$750.00;
- 3) The completion of a program, subject to the approval of the Board, of advanced training in anesthesiology and related academic subjects beyond the level of undergraduate dental school in training program as described in the Guidelines for Teaching Pain Control and Sedation to Dentists and Dental Students or the completion of a graduate program in oral and maxillofacial surgery or dental anesthesiology approved by CODA
- 4) Valid copy of Advanced Cardiac Life Support or a course providing similar instruction that is approved by the Board

MAR 2 7 2023 **NSBDE**

2nd Office Location:

3635 S. Town Center Dr.

Las Vegas, NV 89135

Jesse Falk Has GASHE Permit #SP6339-A

2831 W Horizon Ridge Pkwy Henderson, NV 89052

3rd Offic Board Noethin Pg. 45

QUESTION SECTION:

H	A	٧	Έ	Y	0	U	:

1)	Completed one (1) year advanced training in Anesthesiology? Yes No
	Where:When:
2)	Completed a residency program in General Anesthesia of not less than one (1) calendar year approved by the Board of Directors of the American Dental Society of Anesthesiology? Yes
	Where:When:
3)	Completed a graduate program in Oral and Maxillofacial Surgery approved by the Commission of Accreditation of the American Dental Association? Yes No
	Where: Kings County Hospital Center When: 12/31/2020 Brooklyn, NY

I hereby make application for a <u>General Anesthesia Permit</u> from the Nevada State Board of Dental Examiners. I understand that if this permit is issued, I am authorized to administer to a patient of any age <u>general anesthesia</u>, <u>deep sedation</u> or <u>moderate sedation ONLY</u> at the address listed above. If I wish to administer <u>general anesthesia</u>, <u>deep sedation</u> or <u>moderate sedation</u> at another location, I understand that each site must be inspected and issued a general anesthesia site permit by the Board prior to administration of general anesthesia. I understand that this permit, if issued allows only <u>me</u> to administer <u>general anesthesia</u>, <u>deep sedation</u> or <u>moderate sedation</u>. I have read and am familiar with the provisions and requirements of NRS 631 and NAC 631 regarding the administration of general anesthesia.

I hereby acknowledge the information contained on this application is true and correct, and I further acknowledge any omissions, inaccuracies, or misrepresentations of information on this application are grounds for the revocation of a permit which may have been obtained through this application. It is understood and agreed that the title of all certificates shall remain in the Nevada State Board of Dental Examiners and shall be surrendered by order of said Board.

Signature of Applicant

Date

03/22/2623

Received
MAR 2 7 2023
NSBDE
Rev 06/2018

Agenda Item 7(b)(2): Farah Divanbeigi, DDS – Moderate Sedation



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

Dr. Divanbelgi holds GA -AA site permit SPG-234-AA

(Administration of **Moderate Sedation** to patients 13 years of age or older)

Name: FARAH DIVANBETGT License Number: 3047

Dental Practice Name Centle Dentistry of Las Vegus LLC

Office Address: 501 S. Ranchio DV., Suite G-49

LAS Vegas, AUT 89106

Office Site Permit

Check box if you are applying for a Site Permit for this same office location as well

Office Telephone (702) 414-24-54

Office Fax 7021 474 2946

	<u>DENTAL EDUC</u>	
Universizy	of Souther	n California
لن /University	sc Dental	school
College:		

Herman Ostron West 34th Street

Location: Los Angeles CA 90039-0641

Dates attended:

Degree Earned:

BOARD APPROVED PROGRAM

Name/

Instructor: DV. Kennesh Read

Location: OYEGON AGD

13333 SW684 DKWY, Ste010 Tigava, Oveq on

Dates

attended:

Granted: Paver

The following information and documentation must be received by the Board office prior to consideration of a **MODERATE SEDATION** permit:

- 1) Completed and signed application form:
- 2) Non-refundable application fee in the amount of \$750.00;
- 3) Certification of completion of a course of study, subject to the approval of the Board, of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to patients 13 years of age or older and proof of successful management as the operator of moderate sedation to not less than twenty (20) patients **Keceived** who are 13 years of age or older.

MAR 2 7 2023

4) Valid certification in Advance Cardiac Life Support by the American Heart Association or the completion of a course approved by the Board that provides instruction on medical emergencies and airway management

I hereby make application for a <u>Moderate Sedation Permit</u> to administer moderate sedation to <u>patients 13 years of age or older</u> from the Nevada State Board of Dental Examiners. I understand that if this permit is issued, I am authorized to administer moderate sedation <u>ONLY</u> to <u>patients 13 years of age or older</u> at the address listed above. If I wish to administer moderate sedation to <u>patients 13 years of age or older</u> at another location, I understand that each site must be inspected and a "Moderate Sedation Site Permit" must be issued by the Board prior to administration of moderate sedation to <u>patients 13 years of age or older</u>. I understand that this permit, if issued, allows only <u>me</u> to administer moderate sedation to <u>patients 13 years of age or older</u>.

I also understand that this permit does <u>NOT</u> allow for the administration <u>of moderate sedation</u> to <u>patients 12 years of age or younger</u> or the administration of <u>deep sedation</u> or <u>general anesthesia</u> by me, a physician, nurse anesthetist, or any other person. I have read and am familiar with the provisions and requirements of NRS 631 and NAC 631 regarding the administration of moderate sedation.

I, hereby acknowledge the information contained on this application is true and correct and I further acknowledge any omissions, inaccuracies, or misrepresentations of information on this application are grounds for the revocation of a permit which may have been obtained through this application. It is understood and agreed that the title of all certificates shall remain in the Nevada State Board of Dental Examiners and shall be surrendered by order of said Board.

Signature of Applicant

Date 03-27-201

<u>NOTE</u>: In order to administer moderate sedation to patients 12 years of age or younger, you must meet the requirements set forth in NAC 631.2213 and submit an application for a <u>"Pediatric</u> Moderate <u>Sedation Admin Permit"</u>

APPLICATION FOR MODERATE SEDATION ADMINISTRATION

Pursuant to NAC 631.2213; Applicants must submit certification of completion of a course of study, subject to the approval of the Board, of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to patients 13 years of age or older <u>and</u> proof of successful management as the operator of moderate sedation to not less than twenty (20) patients who are 13 years of age or older

SUBMISSION OF NO LESS THAN 20 CASES OF MODERATE SEDATION ADMINISTRATION

Received
MAR 2 7 2023
NSBDE
Revised 06/2018

Agenda Item 7(b)(3): Zachary M Polonus, DDS – Moderate Sedation



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

Or. Matthew Welebir Holds GA 13t site permit

				GA	13t site permit
/ A do		E SEDATION ADMIN F rate Sedation to patier			SPG-292
·		Lice			Office Site Permit
Dental Prac	tice NameAXIO	M Implants and Specialty Den	tistry		Check box if you are applying for a Site Permit for this same
Office Addr	ess:410 S Ra	mpart Blvd. Las Vegas, NV, 8	9145		office location as well
	-			Telephone	
			Office	Fax:	
University/ College:	DENTAL EDUCA Herman Ostrow School		Name/	Practice Resid	as Vegas General
· ·	925 W 34th St, Los A	ngeles, CA 90089	Location:	Gallob DMD	l Parkway, Las Vegas, NV, 89154
Dates attended:	/58/17/2017 / to 05/12/2023	Degree Earned:	Dates attended:	/57/01/202√ to /56/30/2022/	Certificate Granted: Advanced Education in General Practice Residency

The following information and documentation must be received by the Board office prior to consideration of a **MODERATE SEDATION** permit:

- 1) Completed and signed application form;
- 2) Non-refundable application fee in the amount of \$750.00;
- 3) Certification of completion of a course of study, subject to the approval of the Board, of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to patients 13 years of age or older and proof of successful management as the operator of moderate sedation to not less than twenty (20) patients who are 13 years of age or older.
 Received

Chock # 1605 #750 € MS Admin App 03.24.23 +001 MAR 2 4 2023 **NSBDE** 4) Valid certification in Advance Cardiac Life Support by the American Heart Association or the completion of a course approved by the Board that provides instruction on medical emergencies and airway management

I hereby make application for a <u>Moderate Sedation Permit</u> to administer moderate sedation to <u>patients 13 years of age or older</u> from the Nevada State Board of Dental Examiners. I understand that if this permit is issued, I am authorized to administer moderate sedation <u>ONLY</u> to <u>patients 13 years of age or older</u> at the address listed above. If I wish to administer moderate sedation to <u>patients 13 years of age or older</u> at another location, I understand that each site must be inspected and a "Moderate Sedation Site Permit" must be issued by the Board prior to administration of moderate sedation to <u>patients 13 years of age or older</u>. I understand that this permit, if issued, allows only <u>me</u> to administer moderate sedation to <u>patients 13 years of age or older</u>.

I also understand that this permit does <u>NOT</u> allow for the administration <u>of moderate sedation</u> <u>to patients 12 years of age or younger</u> or the administration of <u>deep sedation</u> or <u>general anesthesia</u> by me, a physician, nurse anesthetist, or any other person. I have read and am familiar with the provisions and requirements of NRS 631 and NAC 631 regarding the administration of moderate sedation.

I, hereby acknowledge the information contained on this application is true and correct and I further acknowledge any omissions, inaccuracies, or misrepresentations of information on this application are grounds for the revocation of a permit which may have been obtained through this application. It is understood and agreed that the title of all certificates shall remain in the Nevada State Board of Dental Examiners and shall be surrendered by order of said Board.

Signature o	f Applicant _	Zak M	1 Stone	
Date	03/07/2	2023	_	

<u>NOTE:</u> In order to administer moderate sedation to patients 12 years of age or younger, you must meet the requirements set forth in NAC 631.2213 and submit an application for a "<u>Pediatric Moderate Sedation Admin Permit</u>"

<u>APPLICATION FOR MODERATE SEDATION ADMINISTRATION</u>

Pursuant to NAC 631.2213; Applicants must submit certification of completion of a course of study, subject to the approval of the Board, of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to patients 13 years of age or older and proof of successful management as the operator of moderate sedation to not less than twenty (20) patients who are 13 years of age or older

SUBMISSION OF NO LESS THAN 20 CASES OF MODERATE SEDATION ADMINISTRATION



Agenda Item 7(b)(4): Anna Shagaryan, DMD – Moderate Sedation



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

MODERATE SEDATION ADMIN PERMIT APPLICATION

(Administration of Moderate Sedation to patient Name: Anna Shagharyan Licer Dental Practice Name Aviva Dental I Office Address: 1700 W. Horizon Ri Henderson, NV 89	Office Site Permit Check box if you are applying for a Site Permit for this same office location as well 2) 727-4995		
DENTAL EDUCATION	BOARD APPROVED PROGRAM		
University/ College: UNLV SOM	Name/ Instructor: OAGD De	s. Kenneth L. Reed	
Las Vegas, NV 89/06	Location: 13333 SW Tigard, (68th pkwy # 010	
09 / 2011 / Degree Earned: Dates attended: to 05 2015 DMD	0//2023/ Dates to 03/2023/	Certificate Granted: Comp. training in Parenteral Moderate Sedation	

The following information and documentation must be received by the Board office prior to consideration of a **MODERATE SEDATION** permit:

Completed and signed application form;

Received

2) Non-refundable application fee in the amount of \$750.00;

APR 0 6 2023

3) Certification of completion of a course of study, subject to the approval of the Board, of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to patients 13 years of age or older and proof of successful management as the operator of moderate sedation to not less than twenty (20) patients who are 13 years of age or older.

4) Valid certification in Advance Cardiac Life Support by the American Heart Association or the completion of a course approved by the Board that provides instruction on medical emergencies and airway management

I hereby make application for a <u>Moderate Sedation Permit</u> to administer moderate sedation to <u>patients 13 years of age or older</u> from the Nevada State Board of Dental Examiners. I understand that if this permit is issued, I am authorized to administer moderate sedation <u>ONLY</u> to <u>patients 13 years of age or older</u> at the address listed above. If I wish to administer moderate sedation to <u>patients 13 years of age or older</u> at another location, I understand that each site must be inspected and a "Moderate Sedation Site Permit" must be issued by the Board prior to administration of moderate sedation to <u>patients 13 years of age or older</u>. I understand that this permit, if issued, allows only <u>me</u> to administer moderate sedation to <u>patients 13 years of age or older</u>.

I also understand that this permit does <u>NOT</u> allow for the administration <u>of moderate sedation</u> <u>to patients 12 years of age or younger</u> or the administration of <u>deep sedation</u> or <u>general anesthesia</u> by me, a physician, nurse anesthetist, or any other person. I have read and am familiar with the provisions and requirements of NRS 631 and NAC 631 regarding the administration of moderate sedation.

I, hereby acknowledge the information contained on this application is true and correct and I further acknowledge any omissions, inaccuracies, or misrepresentations of information on this application are grounds for the revocation of a permit which may have been obtained through this application. It is understood and agreed that the title of all certificates shall remain in the Nevada State Board of Dental Examiners and shall be surrendered by ordered said Board.

Signature of Applicant

Date

04-05-2023

NOTE: In order to administer moderate sedation to patients 12 years of age or younger, you must meet the requirements set forth in NAC 631.2213 and submit an application for a "Pediatric Moderate Sedation Admin Permit"

Received

APPLICATION FOR MODERATE SEDATION ADMINISTRATION

Pursuant to NAC 631.2213; Applicants must submit certification of completion of a course of study, subject to the approval of the Board, of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to patients 13 years of age or older and proof of successful management as the operator of moderate sedation to not less than twenty (20) patients who are 13 years of age or older

SUBMISSION OF NO LESS THAN 20 CASES OF MODERATE SEDATION ADMINISTRATION

APR 0 6 2023

NSBDE

Agenda Item 7(b)(5): Jonathan M Winfield, DDS – Moderate Sedation



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

Dr. Lim Sung-Eun hold Ms site Permit SPMS357

MODERATE SEDATION ADMIN PER (Administration of Moderate Sedation to patients	
Name:Jonathan Winfield Licens	e Number: S5-60C Check box if you are
Dental Practice Name Smile Design Implant Centers	applying for a Site Permit for this same
Office Address: 748 South Meadows Pkwy, #A8	office location as well
Reno, NV 89509	
	Office Telephone775-391-6636
	Office Fax:
DENTAL EDUCATION	BOARD APPROVED PROGRAM
University/ College: University of the Pacific, Arthur A. Dugoni School of Dentistry	Instructor: Oregon Academy of General Dentistry Dr. Kenneth L. Reed, DMD
Location: 155 5th St,	Location: 13333 SW 68th Pkwy. Ste 010
San Francisco, CA 94103	Tigard, Oregon 97223
1- 000	Dates 01/5-8/23 cattended: 2/2-5/ 2023 / / Certificate Granted: Certificate of Completion Comprehensive Training in Moderate Sedation

The following information and documentation must be received by the Board office prior to consideration of a **MODERATE SEDATION** permit:

- 1) Completed and signed application form;
- 2) Non-refundable application fee in the amount of \$750.00;
- 3) Certification of completion of a course of study, subject to the approval of the Board, of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to patients 13 years of age or older and proof of successful management as the operator of moderate sedation to not less than twenty (20) patients who are 13 years of age or older.

APR 19 2023
NSBDE

4) Valid certification in Advance Cardiac Life Support by the American Heart Association or the completion of a course approved by the Board that provides instruction on medical emergencies and airway management

I hereby make application for a <u>Moderate Sedation Permit</u> to administer moderate sedation to <u>patients 13 years of age or older</u> from the Nevada State Board of Dental Examiners. I understand that if this permit is issued, I am authorized to administer moderate sedation <u>ONLY</u> to <u>patients 13 years of age or older</u> at the address listed above. If I wish to administer moderate sedation to <u>patients 13 years of age or older</u> at another location, I understand that each site must be inspected and a "Moderate Sedation Site Permit" must be issued by the Board prior to administration of moderate sedation to <u>patients 13 years of age or older</u>. I understand that this permit, if issued, allows only <u>me</u> to administer moderate sedation to <u>patients 13 years of age or older</u>.

I also understand that this permit does <u>NOT</u> allow for the administration <u>of moderate sedation</u> <u>to patients 12 years of age or younger</u> or the administration of <u>deep sedation</u> or <u>general anesthesia</u> by me, a physician, nurse anesthetist, or any other person. I have read and am familiar with the provisions and requirements of NRS 631 and NAC 631 regarding the administration of moderate sedation.

I, hereby acknowledge the information contained on this application is true and correct and I further acknowledge any omissions, inaccuracies, or misrepresentations of information on this application are grounds for the revocation of a permit which may have been obtained through this application. It is understood and agreed that the title of all certificates shall remain in the Nevada State Board of Dental Examiners and shall be surrendered by order of said Board.

Signature of Applicant

Date

NOTE: In order to administer moderate sedation to patients 12 years of age or younger, you must meet the requirements set forth in NAC 631.2213 and submit an application for a "Pediatric Moderate Sedation Admin Permit"

<u>APPLICATION FOR MODERATE SEDATION ADMINISTRATION</u>

Pursuant to NAC 631.2213; Applicants must submit certification of completion of a course of study, subject to the approval of the Board, of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to patients 13 years of age or older <u>and</u> proof of successful management as the operator of moderate sedation to not less than twenty (20) patients who are 13 years of age or older

<u>SUBMISSION OF NO LESS THAN 20 CASES OF MODERATE SEDATION ADMINISTRATION</u>

Received
APR 19 2023
NSBDE

Agenda Item 7(c): Approval/Rejection of 90-Day Extension of Temporary Anesthesia Permit – NAC 631.2254(2)

NAC 631.2254 Temporary permits. (NRS 631.190, 631.265)

- 1. The Board may grant a temporary permit to administer general anesthesia and deep sedation or a temporary permit to administer moderate sedation to an applicant who meets the qualifications for a permit to administer that type of anesthesia or sedation pursuant to NAC 631.2213.
- 2. A temporary permit is valid for not more than 90 days, but the Board may, in any case it deems appropriate, grant a 90-day extension of the permit.
- 3. The Board may require the holder of a temporary permit to pass an on-site inspection as a condition of retaining the permit. If the holder fails the inspection, his or her permit will be revoked. In case of revocation, the holder of a temporary permit may apply to be reinspected in accordance with the procedures set forth in NAC 631.2235.

(Added to NAC by Bd. of Dental Exam'rs, eff. 11-28-90; A by R005-99, 9-7-2000; R004-17, 5-16-2018)

Agenda Item 7(c)(1): Brandyn M Herman, DMD – General Anesthesia



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

February 21, 2023

Brandyn M Herman, DMD 10587 Double R Blvd # 100 Reno, NV 89521 APPROVAL OF 90-DAY EXTENSION FOR <u>TEMPORARY</u> GENERAL ANESTHESIA ADMINISTERING PERMIT

Dear Dr. Herman:

On February 14th, 2023, at a properly noticed meeting of the "Board," your temporary General Anesthesia Administering Permit was granted an extension of ninety (90) days for your temporary permit initially approved on December 2nd, 2022.

You have once again been issued temporary general anesthesia administering permit number GA253T to administer general anesthesia at a properly permitted location.

This notice will serve as your certificate for general anesthesia pursuant to NAC 631.2213 until you complete an evaluation to obtain your permanent permit.

Pursuant to NAC 631.150(3) a holder of a certificate for moderate sedation, general anesthesia or site permit must display his/her certificate(s) at each practice location. In the interim of obtaining your permanent permit certificate, please post this notice at your practice locations.

Should you have any questions, please do not hesitate to contact the Board office at (702) 486-7044 or (702) 486-7045 to reach me directly.

Sincerely,

Karla Martinec

Anesthesia & Infection Control Coordinator

/km

cc: File



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

December 3, 2022

Brandyn M Herman, DMD 10587 Double R Blvd # 100 Reno, NV 89521 APPROVAL FOR 90-DAY TEMPORARY
GENERAL ANESTHESIA
ADMINISTERING PERMIT

Dear Dr. Herman:

On December 2, 2022, at a properly noticed meeting of the "Board," your application for a temporary general anesthesia administrator permit was approved. You have been issued temporary general anesthesia permit number (GA253T) to administer at a properly site permitted facility.

Subsequently, prior to you administering at a facility, it is <u>recommended you verify the location has the appropriate site permit for the administration of general anesthesia to the corresponding patient age group. Permits are required to posted onsite pursuant to NAC 631.150.</u>

This notice will serve as your general anesthesia certificate for a **maximum of 90 days** pursuant to NAC 631.2213 until you successfully complete an evaluation and inspection to obtain your permanent permit. You will be contacted to coordinate your pending evaluation.

A holder of a certificate for moderate sedation, general anesthesia or site permit must display the certificate at each location upon approval by the Board.

Should you have any questions, feel free to contact the Board office at (702) 486-7044 or (702) 486-5847 to reach me directly.

Sincerely,

Karla Martinec

Anesthesia & Infection Control Coordinator

Mortined

/km

cc: File

COPY



4)

is approved by the Board

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

GENERAL ANESTHESIA ADMIN	PERMIT APPLICATION	Office Site Permit
Name: Brandyn Herman Lice Dental Practice Name: Alpine oral for	ense Number: 52-192	Check box if you are applying for a Site Permit for this same office location as well
Office Address: 10587 Double R Blu Reno, NV 89521		75 - 737 - 1639 A
DENTAL EDUCATION	SPECIALTY EDU	CATION
University/ University of Neverland College: School of Dental Medicine	University / University of a	incirnati Medical cente.
Las Vegas M 89102	Location: 3188 Belly	NP AUP OH 45219
Las Vegas M 99/02 August 2011, Degree Earned: Dates attended: May 2015	07 / 01 /16 Dates to attended: 06 / 30 /20	Degree Earned: Certificult
The following information and documentation must consideration of a <u>GENERAL ANESTHESIA</u> permit:	st be received by the Board of	fice prior to
 Completed and signed application form Non-refundable application fee in the ar 	mount of \$750.00;	
3) The completion of a program, subject to in anesthesiology and related academic dental school in training program as des	subjects beyond the level of	undergraduate

NOV 0 2 2022

oral and maxillofacial surgery or dental anesthesiology approved by CODA

and Sedation to Dentists and Dental Students or the completion of a graduate program in

Valid copy of Advanced Cardiac Life Support or a course providing similar instruction that

QUESTION SECTION:

HAVE YOU:		
1)	Completed one (1) year advanced training in Anesthesiology?Yes	
	Where:When:	
2)	Completed a residency program in General Anesthesia of not less than one (1) calendar year approved by the Board of Directors of the American Dental Society of Anesthesiology? Yes No	
	Where:When:	
3)	Completed a graduate program in Oral and Maxillofacial Surgery approved by the Commission of Accreditation of the American Dental Association? Yes No Where: When: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
I hereby make application for a <u>General Anesthesia Permit</u> from the Nevada State Board of Dental Examiners. I understand that if this permit is issued, I am authorized to administer to a patient of any age general anesthesia, deep sedation or <u>moderate sedation ONLY</u> at the address listed above. If I wish to administer <u>general anesthesia</u> , <u>deep sedation</u> or <u>moderate sedation</u> at another location, I understand that each site must be inspected and issued a general anesthesia site permit by the Board prior to administration of general anesthesia. I understand that this permit, if issued allows only <u>me</u> to administer <u>general anesthesia</u> , <u>deep sedation</u> or <u>moderate sedation</u> . I have read and am familiar with the provisions and requirements of NRS 631 and NAC 631 regarding the administration of general anesthesia.		
ap ap	I, hereby acknowledge the information contained on this application is true and correct and I ther acknowledge any omissions, inaccuracies, or misrepresentations of information on this plication are grounds for the revocation of a permit which may have been obtained through this plication. It is understood and agreed that the title of all certificates shall remain in the Nevada are Board of Dental Examiners and shall be surrendered by order of said Board.	
Sig	nature of Applicant	



Agenda Item 7(c)(2): Viss, Crystal, DMD – Pediatric Moderate Sedation



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

January 11, 2023

Crystal Viss, DMD 1963 Via Delle Arti Henderson, NV 89044 APPROVAL FOR 90-DAY TEMPORARY
PEDIATRIC MODERATE SEDATION
ADMINISTERING PERMIT

Dear Dr. Viss:

On January 10th, 2023, at a properly noticed meeting of the "Board," your application for a Temporary Pediatric Moderate Sedation Administering Permit was approved.

You have been issued a 90-day temporary moderate sedation (pediatric specialty) permit number PMS1054T to administer moderate sedation at a properly site permitted location to patients 21 years of age and younger and adults with special needs. Subsequently, prior to you administering at a facility, it is recommended you verify the location has the appropriate site permit for the administration of moderate sedation to pediatric patients.

This notice will serve as your certificate for a maximum of 90 days for moderate sedation (pediatric specialty) pursuant to NAC 631.2213 until you complete an evaluation and inspection to obtain your permanent permit. A holder of a certificate for moderate sedation, general anesthesia or site permit must display the certificate at each location where administering upon approval by the Board.

As a temporary permit holder, please display this notice at the location you intend to administer moderate sedation to pediatric patients. You will be contacted by our office to coordinate your pending evaluation.

Should you have any questions, feel free to contact the board office at (702) 486-7044 or (702) 486-7045 to reach me directly.

Sincerely,

Karla Martinec

Kawa Martineer

Anesthesia & Infection Control Coordinator

/km

cc: File



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

Dr. Spencer Wirig Holds GA Site Permit SPG445-AA

Office Site Permit

PEDIATRIC DENTISTRY SPECIALISTS PEDIATRIC MODERATE SEDATION ADMIN PERMIT APPLICATION (Administration of Moderate Sedation to pediatric patients)

Check box if you are _ License Number: <u>56 · 21**5**</u> applying for a Site Permit for this same office Dental Practice Name: The Kids Dentist of Las Vegas location as well Office Address: 4610 Meadows Ln Svik A Las Vegas, NV 89107 Office Telephone: 702-454-1008 Office Fax No: **DENTAL EDUCATION** SPECIALTY PROGRAM University/ University/ College: University of Nevada lus Vegas School of Dental medicine College: University of Nevada los Vegas School of Dental Medicine Location: 1700 W Charleston B) vd Location: 1700 W Chewleston Blvd 09/2015 Degree Earned: Dates Dates attended: attended: 05/20191

<u>The following information and documentation must be received by the Board office prior to consideration of a MODERATE SEDATION permit:</u>

- 1) Completed and signed application form;
- Non-refundable application fee in the amount of \$750.00;
- 3) Certification of completion of a specialty program accredited by the Commission on Dental Accreditation of the American Dental Association and which includes education and training in the administration of moderate sedation that is equivalent to the education and training.
- 4) Valid certification in Pediatric Advance Life Support by the American Heart Association or the completion of a course approved by the Board that provides instruction on medical emergencies and airway management

I hereby make application for a Pediatric Moderate Sedation Permit to administer moderate sedation to pediatric patients from the Nevada State Board of Dental Examiners. I understand that if this permit is issued, I am authorized to administer moderate sedation ONLY to pediatric patients at the address listed above. If I wish to administer moderate sedation to pediatric patients at another location, I understand that each site must be inspected and issued a "Pediatric Moderate Sedation Site Permit" and/or a "Moderate Sedation Site Permit" by the Board prior to the administration of moderate sedation to pediatric patients. I understand that this permit, if issued, allows only me to administer moderate sedation to pediatric patients.

I also understand that this permit does **NOT** allow for the administration of deep sedation or general anesthesia by me, a physician, nurse anesthetist, or any other person. I have read and I am familiar with the provisions and requirements of NRS 631 and NAC 631 regarding the administration of moderate sedation to pediatric patients.

I, hereby acknowledge the information contained on this application is true and correct and I further acknowledge any omissions, inaccuracies, or misrepresentations of information on this application are grounds for the revocation of a permit which may have been obtained through this application. It is understood and agreed that the title of all certificates shall remain in the Nevada State Board of Dental Examiners and shall be surrendered by order of said Board.

Signature of Applicant which is the second of the second o

**APPLICATION FOR PEDIATRIC MODERATE SEDATION ADMINISTRATION **

Certification of completion of a specialty program accredited by the Commission on Dental Accreditation of the American Dental Association and which includes education and training in the administration of moderate sedation to pediatric patients that is equivalent to the education and training described in subsection (1) of not less than sixty (60) hours of course study dedicated exclusively to the administration of moderate sedation to pediatric patients and submit proof of the successful administration as the operator of moderate sedation to not less than 25 pediatric patients.

SUBMISSION OF NO LESS THAN 25 CASES OF MODERATE SEDATION ADMINISTRATION

▶ RECFIVED 4 NOV 15 2022

Agenda Item 7(d):

Discussion, Consideration, and Possible Recommendation to the Board Regarding the Hiring of the Following as Part-Time On-Site Evaluator/Inspector Employees – 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 <u>1953, 363</u>] — (NRS A <u>1963, 150</u>; <u>1967, 865</u>; <u>1993, 2743</u>; <u>2009, 3002</u>; 2017, 989, 2848; 2019, 3205, effective January 1, 2020)

Agenda Item 7(d)(1): Alice P. Chen, DMD – Pediatric Dentist

NEVADA STATE BOARD OF DENTAL EXAMINERS

2651 N. Green Valley Parkway, Suite 104, Henderson, NV 89014

	(702) 486-7044 • Fax (702) 486-7046 • nsbde@dental.nv.gov	
FULL NAME (please print)	Mige, P. Chemi	
FULL		
TELEP		
EMAI		
	APPLICATION FOR ANESTHESIA EVALUATOR/INSPECTOR	
Pursuant to NAC 631.2221, I hereby make application for the part-time position of Anesthesia Evaluator/Inspector.		

REQUIREMENTS:

- 1. Must hold an active Nevada dental license;
- 2. Must hold an active Nevada permit to administer moderate sedation or general anesthesia and has practiced moderate sedation or general anesthesia for a minimum of three (3) years preceding your appointment

1.	Submit a curriculum vitae and any other information you may want considered.
2.	List any prior experience in the evaluation of dentists using Moderate Sedation or General Anesthesia
Ha	List any prior experience in the administration of Moderate Sedation or General Anesthesia we administered pediation with some 2006 in both
4.	Do you have any pending Board complaints against you? YES / No private practice and academic settings
5.	Do you have any history of Board Action(s)? YES / NO
	If yes, please describe (attach additional sheet if necessary)
6.	List ALL states you hold, or have held (regardless of license status), a license to practice dentistry or dental hygiene (attach additional sheet if necessary): NV PA MA
7.	List of all office addresses in the State of Nevada in which you are currently practicing dentistry or dental hygiene (attach additional sheet if necessary):
	Office (1) name:
	Office (1) address:
	Office (1) telephone:

SIGNATURE OF LICENSEE

Alice P. Chen, DMD

OBJECTIVE

Board certified pediatric dentist currently employed as an academic faculty member in university setting

EDUCATION

	Temple University Hospital Pediatric Dentistry	Philadelphia, PA
2001 – 2005 Doctor of Dente	Boston University al Medicine	Boston, MA
1997 – 2001 Bachelor of Art	University of California, Los Angeles ts in Psychology	Los Angeles, CA

ACADEMIC APPOINTMENT

2022- Current	Adjunct Faculty Roseman University	Las Vegas, NV
	College of Dental	
2008-2010	Clinical Instructor – UNLV School of	Las Vegas, NV
	Dental Medicine Graduate Program	

PROFESSIONAL EXPERIENCE

2010- 2022	Red Rock Kids Dental	Las Vegas, NV
2009- 2012	Galleria Pediatric Dentistry	Henderson, NV
2008-2009	Tooth Fairy Children's Dental	Las Vegas, NV
2007 - 2008	Children's Dental Health Center	Stoughton, MA

PROFESSIONAL AFFILIATION

American Academy of Pediatric Dentistry - Member

American Board of Pediatric Dentistry - Board Certified

Nevada Academy of Pediatric Dentistry - Member

Agenda Item 7(e):

Consideration and Possible Approval/Rejection of the Continuing Education Provider Course Application – NAC 631.173

NAC 631.173 Continuing education: Required hours; types of courses and activities; approval of provider or instructor. (NRS 631.190, 631.342)

- 1. Each dentist licensed to practice in this State must annually complete at least 20 hours of instruction in approved courses of continuing education or biennially complete at least 40 hours of instruction in approved courses of continuing education, as applicable, based on the renewal period set forth in NRS 631.330 for the type of license held by the dentist. Hours of instruction may not be transferred or carried over from one licensing period to another.
- 2. Each dental hygienist licensed to practice in this State must annually complete at least 15 hours of instruction in approved courses of continuing education or biennially complete at least 30 hours of instruction in approved courses of continuing education, as applicable, based on the renewal period set forth in NRS 631.330 for the type of license held by the dental hygienist. Hours of instruction may not be transferred or carried over from one licensing period to another.
- 3. In addition to the hours of instruction prescribed in subsections 1 and 2, each dentist and dental hygienist must maintain current certification in administering cardiopulmonary resuscitation or another medically acceptable means of maintaining basic bodily functions which support life. Any course taken pursuant to this subsection must be taught by a certified instructor.
- 4. Any provider of or instructor for a course in continuing education relating to the practice of dentistry or dental hygiene which meets the requirements of this section must be approved by the Board, unless the course is for training in cardiopulmonary resuscitation or is approved by:
 - (a) The American Dental Association or the societies which are a part of it;
 - (b) The American Dental Hygienists' Association or the societies which are a part of it;
 - (c) The Academy of General Dentistry;
 - (d) Any nationally recognized association of dental or medical specialists;
 - (e) Any university, college or community college, whether located in or out of Nevada; or
 - (f) Any hospital accredited by The Joint Commission.
- 5. To be approved as a provider of a course in continuing education, the instructor of the course must complete a form provided by the Board and submit it to the Board for review by a committee appointed by the Board not later than 45 days before the beginning date of the course. Upon receipt of the form, the committee shall, within 10 days after receiving the form, approve or disapprove the application and inform the applicant of its decision.
- 6. Study by group may be approved for continuing education if the organizer of the group complies with the requirements of subsection 5 and furnishes the Board with a complete list of all members of the group, a synopsis of the subject to be studied, the time, place and duration of the meetings of the group, and the method by which attendance is recorded and authenticated.
- 7. Credit may be allowed for attendance at a meeting or a convention of a dental and dental hygiene society.

- 8. Credit may be allowed for courses completed via home study, on-line study, self-study or journal study which are taught through correspondence, webinar, compact disc or digital video disc.
- 9. Credit may be allowed for dental and dental hygiene services provided on a voluntary basis to nonprofit agencies and organizations approved by the Board.

(Added to NAC by Bd. of Dental Exam'rs, eff. 9-16-85; A 12-15-87; 9-6-96; R231-03, 5-25-2004; R063-05, 12-29-2005; R159-08, 4-23-2009; R020-14, 6-23-2014)

Agenda Item 7(e)(1): Infection Control & Prevention (2) Clinical Units – Samantha Sturges, RDH



Nevada State Board of Dental Examiners 2651 N. Green Valley Parkway, Suite 104, Henderson, NV 89014 (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046 nsbde@dental.nv.gov

APPLICATION FOR CONTINUING EDUCATION CREDIT

Sponsor Information: Self

Business Address:

Name: Samantha Sturges, RDH

City.	State.	zip code.
Business Telephone:		
Email Address:		
Number of Attendees: TBD		
Hours of Actual Instruction: 2		
Facility Name: TBD		
Facility Address: TBD		
Date(s) of Course: TBD		
Date of Request: 12/8/2022		
	<u> </u>	SStuges RDH
Smankarda) Information	Spo	onsor Signature (Digital)
Speaker(s) Information:		
Biographical Sketch:		
Speaker has been a registered dental hyg	ienist in Las Vegas,	Nevada for 12 years.
Speaker is passionate about infection con continuing education on both subjects.	trol and OSHA com	pliance and has taken extensive
Speaker has been an Infection Control Inscompliant throughout the city.	pector for NSBDE s	ince 2019, ensuring dental offices are
Speaker sees a need for more comprehen improve public safety and compliance.	sive infection conti	rol training and education for DHCP to

Course Title: Infection Control and Prevention Course Description: Course will provide comprehensive coverage of CDC guidelines for Dentistry in the areas of bloodborne pathogens, respiratory protection, COVID-19 coverage, PPE, Handwashing, Sterilization, surface disinfection, barriers, biohazard safety, and waterline maintenance. Learning Objectives: Understand bloodborne pathogens, the transmission, and prevention. Gain thorough understanding of CDC guidelines and NSBDE requirements for infection control. Consider the importance of CDC guidelines for dentistry in protecting the patient and dental provider from infection. Identify and be able to correct common missed deficiencies noted in infection control. Be able to implement new protocols in infection control at your dental office. Outline of Course: **Bloodborne Pathogens** Respiratory Protection - COVID 19 PPE Handwashing Sterilization Surface disinfection and barriers Biohazard Waterline maintenance and testing В Approved by: Number of Hours Approved:

Effective Date or Approval: Disapproved [Explanation]:

Samantha Sturges, RDH

To Whom It May Concern:

It is my mission to provide high quality dentistry with cutting edge techniques, and attention to detail towards patient care and comfort. I am confident that I can contribute to the success of your dental practice, and I believe I am the best candidate to join your team. I have an enormous passion for my patients and the care I provide. I am very detailed oriented and seek knowledge and research about all areas in the dental field, so I am able to provide the best care and experience for my patients. I believe in team work and have excellent interpersonal communication skills that are effective with both my teammates and when explaining treatment needs to patients. I have an extensive background working in periodontal therapies, both nonsurgical and close interaction with the periodontist in surgical modalities. I have practiced clinically and administratively in multiple settings within the Las Vegas community for the last 12+ years to include private and corporate practice settings, public health, and serving the Nevada State Board of Dental Examiners as an appointed Infection Control Inspector, preliminary screening officer, and panel review member. I am thankful for the experience I have acquired in all of these different settings. I am looking for a new dental home that I can be proud to be a part of and bring my patients to.

Please accept this letter and resume as application for the dental hygiene position that you
have available. Although my resume provides a summary of my background and experiences, I
look forward to meeting with you to discuss the opportunity you have within your dental
practice. I can be reached at

Respectfully,

Samantha Sturges, RDH

Samantha Sturges



> As a confident, competent, and passionate dental hygienist, I assure that I can provide the highest quality patient care and contribute to the ongoing success and growth of your dental practice.

Objective

> Full-Time Dental Hygienist Position

Skills/Assets

- > Clinical Practice in preventative and non-surgical therapies
 - Prophylaxis / Scaling and Root Planing / Periodontal Maintenance
 - Treatment of children, elderly, and special needs
- > Public Health Practice- Volunteers in Medicine of Southern Nevada
 - Setup, opening, and management of new clinic location
- > Laser Certified: CO2 and Diode lasers
- > Local Anesthesia / Nitrous Oxide Certified
- > Proficient in all software including Dentrix, Eaglesoft, Softdent, Open Dental, CPS
- > Extensive knowledge and practice with Infection Control as an IC inspector for NSBDE
- > Bilingual- English / Spanish
- > Extensive Front Office / Insurance Plans Knowledge and Experience

Education

> College of Southern Nevada

Las Vegas, NV

- 06/2021- expected graduation May 2023
- Bachelor of Science in Dental Hygiene Public Health
- > College of Southern Nevada

Las Vegas, NV

- \bullet 08/2008 05/2010
- Associate of Science in Dental Hygiene High Honors Graduate
- Volunteer for "Give Kids a Smile" day 2010
- Member of the Student American Dental Hygienist's Association 2008-2010
- Community Dental Hygiene Care Women's Prison, UNLV, Future Smiles, NHC

Experience

> Nevada State Board of Dental Examiners

Las Vegas, NV

- 02/2019-Present
- Part Time Infection Control Inspector
- Perform necessary infection control inspections as assigned by NSBDE and provide accurate and timely reports back to the board
- Completed calibration amongst inspectors and trained new inspectors for consistency

> Trobough Dental

Las Vegas, NV

- **•** 04/2019-10/2022
- Full Time Registered Dental Hygienist
- Perform all necessary hygiene procedures
- Increased periodontal hygiene treatment plans acceptance via thorough data collection and complete, proper patient education
- Implemented laser decontamination program with 99.9% acceptance rate for SRPs
- Epic Laser in-office whitening
- Identify restorative needs and refer back to dentist for treatment
- Complete and thorough documentation, including periodontal probing at all visits
- OSHA Sec Officer: Strict compliance with infection control and sterilization practices
- Internal auditing for accurate and complete documentation of charts and protocols throughout practice
- Recommend products and educate all aspects of treatment, as well as systemic effects
- Marketing

> Volunteers in Medicine of Southern Nevada

Las Vegas, NV

- **03/2019-03/2020**
- Dental Hygienist and Clinic Coordinator
- Responsible for managing and initiating start of hygiene program
- Perform all clinical hygiene patient care
- Manage and assist all volunteers in a variety of patient care, office and laboratory duties
- Administrative and supervisory responsibilities in regard to continuing care/reports
- Conduct and successfully pass infection control inspection for new clinic with NSBDE
- Implement strong periodontal program
- Responsible for ordering and maintaining clinic
- OSHA Sec Officer- Health Care Coordinator

> Hidy Stavarache Family and Cosmetic Dentistry

Las Vegas, NV

- **03/2016- 03/2019**
- Full Time Registered Dental Hygienist
- Perform all necessary hygiene procedures
- Increased periodontal hygiene treatment plans acceptance via thorough data collection and complete, proper patient education
- Identify restorative needs and refer back to dentist for treatment
- Complete and thorough documentation, including periodontal probing at all visits
- OSHA Sec Officer: Strict compliance with infection control and sterilization practices
- Recommend products and educate all aspects of treatment, as well as systemic effects

> Paradise Family Dental

North Las Vegas, NV

- 06/2015-04/2016
- Full Time / Part Time Registered Dental Hygienist
- Perform all necessary hygiene procedures
- Increased periodontal hygiene treatment plans acceptance via thorough data collection and complete, proper patient education
- Implement laser decontamination program

> Peccole Family Dental

Las Vegas, NV

- **1**0/2014- 06/2015
- Full Time Registered Dental Hygienist
- Perform digital radiographs and all hygiene procedures
- Implement laser decontamination program

> Rocksprings Dental Group (Pacific Dental Services)

Las Vegas, NV

• 08/2010- 10/2014

- Full Time Registered Dental Hygienist
- Significantly grew hygiene department from one-two days a month to 5 days a week plus
- Primary focus on periodontal treatment with attention to detail and patients' comfort
- Identify restorative needs and refer back to dentist for treatment
- Complete and thorough documentation, including periodontal probing at all visits
- Insurance verification and other front office duties as needed
- Strict compliance with infection control and sterilization practices
- In office whitening
- Recommend products and educate all aspects of treatment, as well as systemic effects
- Volunteer care "We Serve"
- 2014 Extraordinary Performance Award Recipient, 2013 Nominee

References

- > Devin Rentz DDS
 - Stonegate Dental Care (Previously Rocksprings Dental Group)
 - Dentist / Owner
 - **•** (909) 289-7067
- > Brian Matherly
 - (Previously Rocksprings Dental Group)
 - District Manager / Current Patient
 - **•** (702) 278-5634
- > Michelle Edwards
 - Seven Hills Endodontics (Previously Rocksprings Dental Group)
 - Lead Dental Assistant / Office Manager
 - **•** (702) 521-5417
- > Curry Leavitt DMD
 - Red Rock Periodontics & Implantology
 - Periodontist / Owner
 - **(702) 834-8900**
 - curryleavitt@gmail.com
- > Eucharisti Despeigne RDH
 - Deer Springs Modern Dentistry
 - Dental Hygienist / Current Patient
 - **•** (702) 808-6116
- > George Rosenbaum DDS
 - NSBDE
 - Infection Control Inspector, Retired NV Dentist
 - **•** (702) 371-6824

Agenda Item 7(e)(2): OSHA/Infection Control/ HIPAA (3) Clinical Units – Jessica Jacob



Nevada State Board of Dental Examiners

2651 N. Green Valley Parkway, Suite 104, Henderson, NV 89014 (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046 nsbde@dental.nv.gov

APPLICATION FOR CONTINUING EDUCATION CREDIT

Sponsor Information:

Name: Jessica Jacob		
Business Addres		
City: Las Vegas	State: NV	Zip code:
Business Telephone:		
Email Address		
Number of Attendees: TBD		
Hours of Actual Instruction: 3		
Facility Name: Varied		
Facility Address: Varied		
Date(s) of Course: TBD		
Date of Request: 11/09/2022		

sica Jacoo

Sponsor Signature (Digital)

Speaker(s) Information:

Biographical Sketch:

over 27 years experience int her dental field. I started as a registered dental assistant in CA I migrated to treatment coordinator and ultimately office manager. Currently, I am a certified software trainer with Patterson Dental seeking to enrich the services I provide to my dental office customers in their team training by adding OSHA/Infection Control/HIPAA training and CE credits as a result of these courses.

Received NOV 14 2022 NSBDE

T-1		100
Course	Tit	0.
Course	110	œ.

OSHA/Infection Control/HIPAA

Course Description:

certify or re-certify dental offices and their teams with current guidelines and regulations and fulfill the state required continuing education requirements

Learning Objectives:

The objective of this course is to understand all applicable OSHA and safety regulations including the Hazard Communication Standard, Bloodborne Pathogens Standard and subparts of the OSH Act as they apply to your dental facility. In addition, the course will cover all aspects of CDC Infection Control Guidelines for Dentistry Understand what HIPAA means and how it affects the dental practice. Know required policies, procedures and processes regarding protected health information. Understand all required HIPAA Privacy and Security specifications. Know how to assess the level of compliance in the practice. Review core elements of required written policies. Discuss HIPAA breaches, penalties and inspections

Outline of Course:

I have two PowerPoint presentations: OSHA/Infection Control - 185 Slides HIPAA - 105 Slides

> Received NOV 14 2022 NSBDE

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Approved by:	
Number of Hours Approved:	
Effective Date or Approval:	
Disapproved [Explanation]:	

JESSICA J.JACOB

MISSION STATEMENT

To join a group of professionals where I can learn from my peers, contribute to efficiently organizing and assisting in the day-to-day operations of a cohesive team. I aspire to maintain a polished and welcoming environment for team members and, most importantly, for customers. I intend to foster an alliance between all departmental players and form a trust bond with the customers using a "Five Star, Five Diamond" approach at customer service and leadership.

PROFESSIONAL EXPERIENCE

BRANCH PROCUREMENT SPECIALIST, PATTERSON DENTAL, LAS VEGAS, NV 2022 As the branch procurement specialist, I work in collaboration with operations, sales team, warehouse supervisors, and vendors in support of field operations. Procurement planning, equipment ordering, tracking, and reporting of parts and equipment needed to maintain proper level of inventory for ongoing capital projects including collection of payment and installation from start to finish and field operations.

DUAL TECHNOLOGY ADVISOR, PATTERSON DENTAL, LAS VEGAS, NV 2021-2022 I joined Patterson Dental as a technology advisor where I certified in Eaglesoft and Fuse software conversion training and software wellness evaluations. As a technology advisor, I helped develop and deliver customized software training programs to meet the individual dental practice needs. I assisted clinical and admin staff make the transition from their current and comfortable processes to doing the same tasks with new software or expanding their use of their current Patterson technology in place. I prospected and developed my own roster of customers both in Las Vegas and in Arizona.

OFFICE MANAGER, MEADOWS FAMILY DENTAL, N. LAS VEGAS, NV 2020-2021 Assisted in the rebranding and establishing of the team. Creating the standards and general flow of the daily regimen, expediting workflow, with an emphasis on providing the patient with an exceptional experience. Overseeing all the front desk responsibilities assisting the back office wherever needed. Responsible for training, determining procedure timelines, assigning work schedules, addressing grievances, and resolving problems with readiness and professionalism. Daily office assignments include managing the flow of the clinical and administration interaction, assuring the hygiene schedule and doctor schedule was intelligently booked with an eye on balancing production and time investments. Treatment planning, collecting copays, scheduling return visits, and keeping up office morale.

OFFICE MANAGER, PAMELA WEST DDS, LAS VEGAS, NV 2019-2020 All front office responsibilities as the only full-time front office team member on the dental side of the practice. This practice was a fee for service and transitioning to primarily sleep apnea appliances and sleep related dentistry.

OFFICE MANAGER, WAGNER DENTAL, LAS VEGAS, NV 2012-2019 Held multiple leadership positions during the expansion of the practice from a small, father and son practice to a multiple provider private practice with over 35 employees. Establishing protocols for the front office team and clinical team interactions and integrated scripts for patient phone call scenarios. Interviewing, training, and providing support of both clinical and administrative team members. Consistently surpassing hygiene occupancy goals, new patient referral quantities, production/collection goals that were set and measured at quarterly and annual review meetings.

OFFICE MANAGER, RHODES RANCH DENTAL, LAS VEGAS, NV 2005-2009 OFFICE MANAGER, O. N. GALLANES DDS, RIVERSIDE, CA 1993-2005

EDUCATION

Regional Occupation Program, Riverside CA

Dental Assistant Program, RDA

Front Office Administration Program

REFERENCES

Please refer to the enclosed reference letters

Agenda Item 7(e)(3): Periodontal Diseases & Treatment (3) Clinical Units – Satyam Joshi



Nevada State Board of Dental Examiners

265! N. Green Valley Parkway, Suite 104, Henderson, NV 89014 (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046 nsbde@dental.nv.gov

APPLICATION FOR CONTINUING EDUCATION CREDIT
Sponsor Information:
Name: Absolute Pental
Business Address: 8370 W. Cheyenne Avenue, Suite 103 City: Las Veyas State: NV Zip code: 89129
Business Telephone:
Email Address:
Number of Attendees: 70
Hours of Actual Instruction: 3
Facility Name: Absolute Dental
Facility Address: 8370 W. Cheyenne Avenue, suffe 103 Las Vegas, NV 89129 Date(s) of Course: 03/06/2023
Date(s) of Course: 03/06/2023
Date of Request: $01/24/2023$
Boshi.
Sponsor Signature (Digital)
Speaker(s) Information:
Biographical Sketch: Please see attached

Course Title: Periodontal	Disease Diagnosis & treatment	
Course Description:	attached	
Learning Objectives:		
Pleaso see	attached	
Outline of Course:	attached.	
FOR OFFICE USE	ONLY – DO NOT WRITE BELOW THIS LINE	
Approved by:		
Number of Hours Approved:		
Effective Date or Approval:		
Disapproved [Explanation]:		

Periodontal Diseases Diagnosis and Treatment

Speaker Information

Biographic Sketch:

Specialized in periodontics, Dr. Ellsworth's reputation precedes him. Dr. Ellsworth exceled in D.D.S. from University of California, San Francisco, CA in 2011 and pursued his specialty in Periodontal Residency, West Los Angeles Veteran Affairs Hospital thereafter. He has been a practicing periodontist with experience in different states including California, Arizona, and Nevada since 2014. Dr. Ellsworth holds many awards and recognitions and has also been teaching his expertise through various CE courses. To list a few, He holds UCSF School of Dentistry Willard C. Fleming Award, OKU Charles Craig Teaching Award, and to add more, he graduated magna cum laude, Cal SEARCH Grant too. He has been one of the most successful periodontists when it comes to success rate of the cases and some of the practices, he is affiliated to holds good reputation as highest and best periodontics practice because of his leadership.

Course Description

The American Academy of Periodontology (AAP) is working on getting innovative technology and best possible education for the clinicians on periodontal disease diagnosis and treatment, and since the cases has been increasing with tremendous need. It is important to have the technology transfer and understand the treatment planning as well as restoration of these cases to best serve the community. Many options exist to replace missing teeth but dental implants have become one of the most used biomaterial to replace one (or more) missing teeth over the last decades. This class will be the continuation of our periodontal protocol, a review of periodontal disease diagnosis and treatment implants and importance of accurate diagnosis and referrals.

Objectives:

Understand periodontal disease diagnosis and treatment, modalities, socket preservation, dental implants, soft tissue grafting. Provide in depth knowledge about the available options, some of the systems and give an idea about restoring them in a way to achieve success in terms of clinical aspect as well as patient satisfaction. Also to provide a glimpse on how digital dentistry help in this process.

Course Overview:

- Periodontitis Demographics
- Get A Correct Diagnosis
- Consequences Of Not Properly Treating Periodontitis
- Overcoming Fear Of Surgery

Thank you,

Benja O Meworth

Agenda Item 7(f):

Discussion, Consideration, and Possible Approval/ Rejection of the Infection Control Committee s Recommendation Regarding the hiring of the Following as Part-Time Infection Control Inspector Employees – 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 <u>1953, 363</u>] — (NRS A <u>1963, 150</u>; <u>1967, 865</u>; <u>1993, 2743</u>; <u>2009, 3002</u>; 2017, 989, 2848; 2019, 3205, effective January 1, 2020)

Agenda Item 7(f)(1): Christy L Thomas, RDH

NEVADA STATE BOARD OF DENTAL EXAMINERS 2651 N Green Valley Parkway Suite 104 Henderson, NV 89014 (702) 486-7044 (Telephone) / (702) 486-7046 (FAX) Thomas FULL NAME (please print) **FULL MAILING ADDRES** TELEPHONE **EMAIL** LICENSE NO: 101927

APPLICATION FOR INFECTION CONTROL (IC) INSPECTOR

1. Must be licensed and practicing as a dentist or dental hygienist in Nevada for the 5 years preceding the

I hereby make application for the part-time position of Infection Control (IC) Inspector:

2.	Must hold an active Nevada dental or dental hygiene license
1.	Submit a curriculum vitae and any other information you may want considered
2.	List any prior experience pertaining to Infection Control inspections.
	29 years in Dentodry both as D.A & R.D.H.
3.	Do you have any pending Board complaints against you? YES / NO
4.	Do you have any history of Board Action(s)? YES /NO If yes, please describe below (attach additional sheet if necessary):
5.	List ALL states you hold, or have held (regardless of license status), a license to practice dentistry or dental hygiene (attach additional sheet if necessary): Nevada Michigan
6.	List of all office addresses in the State of Nevada in which you are currently practicing dentistry or dental hygiene (attach additional sheet if necessary):
	Office (1) name:
	Office (1) address:
	Office (1) telephone:

SIGNATURE OF LICENSEE

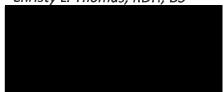
REQUIREMENTS:

submission of this application;

▶ RECEIVED ◀ NOV 0 9 2022

08/2020

Christy L. Thomas, RDH, BS



CORE SKILLS

Professional image, expanded computerized dental patient records systems, Digital and Film Radiographs, Oral Prophylaxis, Scaling and Root Planning, Soft Tissue Management, Excellent communication and presentation skills, Problem solving skills and ability to handle difficult situations

CERTIFICATIONS/LICENSURE

OSHA Certified annually CPR/AED/First Aid, bi-annually

Nevada Public Health Endorsement, February 2018-2020

Diode Laser, August 2015

Registered Dental Hygienist, Nevada Board of Dental Examiners, October 2013

Certificate of Dental Hygiene, May 2012

Nitrous Analgesia Oxide, September 2012

Registered Dental Hygienist, Michigan Board of Dental Examiners, November 2012 Local Anesthesia Administration, November 2011

EXPERIENCE

DENTAL HYGIENIST FOR HIRE

May 2022-present

\$450 per day

Flexible co-provider that adds value, educates, delivers skilled care to patients when a vacation, emergency, maternity leave or backlog of schedule happens.

- Teachable to quickly adjust to each providers values and goals
- Experienced in a vast number of restorative and cosmetic procedures to educate patients
- Analytical to ask the hard, unstated questions to give the patients the desired smile
- Ability to educate patients about what they might not know about dental and Hygiene
- Strategic to discuss the importance of restoring the dentition
- Confidant in new environments
- Helpful to the office
- Optimistic to assist with keeping your office running
- Vibrant at first glance with team and patients

COSMETIC DENTAL HYGIENIST June 2019-April 2022

\$84,864 per year, 32-36 hours per week

Somerset Dental, 7720 W. Sahara, Las Vegas, NV 89117 702-862-4088

Full-Time lead hygienist treating cosmetic patients, dedicated to preventing and/or decrease plaque and bacteria that can cause oral disease and bad breath, focused to support the art of



the perfect smile, and engaging as a co-provider in the education, marketing and continuing care of optimal esthetics and restorative treatments.

ADVANCE SALES DENTAL HYGIENIST August 2016 - February 2019

\$83,520 per year, 32-36 hours per week

Dr. Afshin Azimi, DDS 701 E. Charleston, Las Vegas NV 89107 702-759-0005

- Full-time loyal hygienist treating patients daily, skilled in patient assessment, treatment planning and explanation, executing dental hygiene/periodontal treatment, and scheduling follow-up appointments
- Evaluate clinical findings, medical history, and previous dental records, and integrate the information into a plan for excellent dental hygiene
- Assisted with ordering, and stocking hygiene room supplies, managing patient recalls electronic health recording system for clinical activities and recording oral conditions on dental and periodontal charts when applicable
- Setting room for procedures and disinfects for timely turnover
- Skilled to record qualitative clinical data collection, periodontal charting, recession and mobility, x-ray evaluation and visible findings to create the optimum treatment plan
- Strategic financial presentation reviewed with patients that sequence services in a need and want order
- Trusted to collect payments
- Performed Dental Hygienist services outside the direct supervision of the dentist
- Collaborated with General Dentist, Periodontist and Oral Surgeon in the treatment of patients advanced periodontal disease
- Process weekly sterilizer and statim monitor strips for verification of specifications and requirements by the CDC
- Diligently confirmed appointments via email, text and phone call
- Performed Laser Curettage and laser bacterial reduction procedures with Diode Laser
- Rendered Scaling and Root Planning procedures to remove accretion, calculus and stain with and without anesthesia
- Rendered Gross debridement procedures for access to care
- Facilitated ZOOM! in-office whitening procedure
- Reports monthly review in Dental hygiene department at meetings
- Successfully trained staff to disinfect treatment rooms completely in a timely manner
- Removed stain and calculus from fixed and removable prosthesis
- Administers topical and local anesthesia
- Identifies the oral health factored with medical conditions to properly and accurately resolve the situation with the input of the patient as appropriate
- Keeping the team aware of situations occurring that has the potential of affecting the patient or service provider
- Renders routine and advanced prophylactic cleaning
- Prepare medicaments and impression materials per manufacturer's instructions
- Provides instruction to patients in oral hygiene, brushing and flossing techniques and periodontal aids

 RECEIVED •
- Review medication reconciliation and changes in health history

NOV 0 9 2022

- Manages a dental disease prevention program for patients with special problems
- Assessed emergency situations, learned emergency protocols, first aid, and CPR

ACCELERATED DENTAL HYGIENIST February 2015 - August 2016

\$93,600 per year, 40 hours per week

Boston Dental Group, 2101 S Jones Blvd, Las Vegas, NV 89146 702-990-8866

- Assessed emergency situations, learned emergency protocols, first aid, and CPR
- Enhanced professional growth and development through participation in educational programs, current literature, in-service meetings and workshops
- Performed with efficiency accelerated Hygiene, seeing 1 patient every 30 minutes
- Collaborated and communicated effectively to the hygienist assistant to achieve optimal patient care
- Skilled to record qualitative clinical data collection, periodontal charting, recession and mobility, x-ray evaluation and visible findings to create the optimum treatment plan
- Setting room for procedures and disinfects for timely turnover
- Skillfully attained monthly production and collection goals 12/15 to increase salary 4%
- Trust worthy to determine patient personality profile

FIXED PROSTHESIS HYGIENIST May 2014-August 2016

\$4320 per year, 8 hours per week, Las Vegas Denture & Implant Center 5642 So Eastern Ave Ste. B, Las Vegas, NV 89119 702-436-6186

- Emphasizing care for patients who have complex dental needs associated with missing teeth or deficient teeth and/or maxillofacial tissues using biocompatible substitutes
- Strategically caring for patients daily
- Skilled in patient assessment, treatment planning and explanation, executing dental hygiene/periodontal treatment, and scheduling follow-up appointments
- Evaluating clinical findings, medical history, and previous dental records, and integrate the information into a plan for excellent dental hygiene
- Provides instructions to patients in oral hygiene, brushing, flossing, techniques and periodontal aids
- Works in conjunction with periodontal consultation
- and staff dentist in the treatment of patients with advanced periodontal disease
- Review medication reconciliation and changes in health history
- Manages a dental disease prevention program for patients with special problems
- Plans and adapts instructions for home care techniques, tailoring them to the oral hygiene needs and oral problems of the patient
- Demonstrate proper infection control procedures in setting up and disinfecting operatory
- Ensure instruments are prepared in a manner that does not delay clinical care

DENTAL HYGIENIST September 2012- April 2013

\$13,312 per year, 16 hours per week Smiles for Life PC, 19865 Allen Road, Brownstown MI, 48183, 734-479-2200



- Full-time hygienist treating patients daily, skilled in patient assessment, treatment planning and explanation, executing dental hygiene/periodontal treatment, and scheduling follow-up appointments
- Evaluate clinical findings, medical history, and previous dental records, and integrate the information into a plan for excellent dental hygiene
- Provided science based, Cavity Assessment using Cari-free science-based technology
- Determined caries risk and protective factors for tooth decay

FLIGHT ATTENDANT October 2003- December 2004

\$18 per hour, 75 hours per month

GO-JET AIRLINES, 11495 Navaid Road, Bridgeton, MO, 63044, 314-222-4300

- Providing information, guidance, and assistance for safety and comfort to passengers on board aircraft
- Attending the "brief" and act on it
- Conducting safety check before flight
- work independently, perform effectively in a team and build trust relationships with passengers.
- maximize revenue growth and enhance customer satisfaction.
- Greet customers, check their tickets and accompany them to their seats
- Prepare and serve drinks and food to passengers
- Present emergency equipment and give instructions
- Monitor and secure the cabin regularly
- Comply with all aviation rules and regulations for safety and protection
- Assist passengers and cabin crew during emergency situations
- Provide special help to passengers with special needs (children, disabled persons, elders etc.)
- Submit analytic reports concerning flight incidents

EXPANDED FUNCTIONS DENTAL ASSISTANT March 1996-July 2003

\$48,672 per year, 40 hours per week

Dr. George Rosenbaum, DDS, 899 W. Adams Blvd, Boulder City, NV 89005, 702-293-0373

- Hard-working professional trained in instructions for OSHA's compliance safety and health.
- Industrious employee striving to adhere to OSHA directives, regarding Blood borne Pathogens, Medical Instruments and Hazard Communication

EDUCATION

University of Detroit Mercy School of Dentistry Bachelor of Science May 2012 University of Detroit Mercy School of Dentistry Dental Hygienist May 2012

HONORS/VOLUNTEER



Volunteers in Medicine of Southern Nevada, VMSN June 2018- Present Support the medical home to provide quality healthcare and support for people without access to healthcare in Southern Nevada within a culture of caring

Give Kids A Smile February 2012-2015, 2017, 2018 Collaborating with Dentist, Dental students, Dental Hygiene students, colleagues, supply representatives and the public to provide free cleanings, exams, placing sealants, teaching home health care and mentoring Future Smiles, Las Vegas, Nevada November 2017- Present School-based care is a unique delivery system that provides essential preventive oral health services and education. We address oral health at the earliest preventive stages to decrease the incidence of oral disease. Tsu Chi Foundation Las Vegas Rescue Mission April 2015 Provide free healthcare, free dental care and free prescription medications. Mission of Mercy enjoys low turnover among its volunteers and they are clearly among the most dedicated volunteer health care professionals in the region.

ProjectBDG Las Vegas, Nevada February 2015 - November 2016 Project BDG was developed by members of BDG Dental Services to provide dental care to those in need. Our objective is to give back to the community by not only giving lifetime dental care to patients that otherwise could not afford it, but to also to show the meaning of "paying it forward".

Society of St. Vincent De Paul, July 2012-July 2012
Dental Clinic Detroit Michigan



Agenda Item 7(f)(2): Michelle Cordova, RDH

FULL NAME (please print) MICHIE	Compia		
FULL MAILING ADDRESS			
TELEPHONE			
LICENSE No. 10/698			
APPLICATION	FOR INFECTION CONTROL INSPECTOR		
hereby make application for the part-time posi	tion of Infection Control (IC) Inspector.		
REQUIREMENTS:			
 Must be licensed and practicing as a der the submission of this application; 	ntist or dental hygienist in Nevada for the five (5) years preceding		
2. Must hold an active Nevada dental or de	ental hygiene license		
Submit a curriculum vitae and any other	information you may want considered.		
2. List any prior experience pertaining to In	fection Control inspections		
Do you have any pending Board complaing	ints against you? YES (NO)		
4. Do you have any history of Board Action	(s)? YES (NO		
If yes, please describe (attach additional	sheet if necessary)		
6. List ALL states you hold or have held (re	gardless of license status), a license to practice dentistry or dental		
hygiene (attach additional sheet if neces	sary):		
7. List of all office addresses in the State of hygiene (attach additional sheet if necess	Nevada in which you are currently practicing dentistry or dental sary):		
Office (1) name:			
Office (1) address:			
Office (1) telephone			

DEC 0 9 2022

11.2022

Michelle R. Cordova, RDH, RDA

Dynamic and highly dedicated professional with outstanding reputation for providing quality care and high-quality preventative care based on sound scientific, critical thinking, and ethical principles. Well-respected healthcare professional committed to increasing patient outcomes. Consistently leverage professional demeanor to best support emergent situations and critical care needs. Seek to leverage my expertise in Program Management, Assessment, Preventative Care, Patient Relations & Education, Complex Care Delivery, Team Coordination, and Compliance to enhance optimal healthcare delivery within a progressive organization.

KNOWLEDGE & PROFICIENCIES:	 4-Handed Dentistry Fluoride Application X-rays (Manual/Digital) Diode/SIRO Laser Therapy Intra/Extra Oral Photography Teeth Whitening (Trays/Laser) 	 Local Anesthesia Diagnodent/Nutritional Counsel Chemotherapeutic Placement Arestin, CHX Irrigation OCS (Invizilite/Velscope) 	
EDUCATION:	HERZING UNIVERSITY Master of Public Health Bachelor of Science in Dental Hygiene Associate of Applied Sciences PALOMAR COLLEGE Associate of Applied Sciences	Minneapolis, MN Conferred 2022 Conferred 2018 Conferred 2009 San Marcos, CA Conferred 2007	
EXPERIENCE:	 AFFORDABLE DENTURES AND IMPLANTS Dental Hygienist Administer local anesthetic, nitrous oxide to alleviate discomfort and a procedures for dentures and implants. Conduct soft tissue program for evaluation and treatment planning. 	2019 to Present Reno, NV nxiety prior to	
Highlights	 Perform and interpret digital radiographs including FMX and Panorex. Capture intra and extra oral images using digital camera and intraoral c Initiate and apply sealants using instrumentation and Diagnodent. Implement preventative and nutritional counseling based upon individu IT'S MY SMILE (Blue Tree Dental) Dental Hygienist Oversaw periodontal charting, prophylaxis, scaling and root planing, dental properties of the propertie	amera. als' unique needs. 2017 to 2018 Reno, NV	
Highlights	periodontal maintenance. Leveraged diverse skills in Invizilite and Velscope to perform routine oral cancer screenings. Used Dentrix software to manage detailed patient charting and scheduled patient re-care appointments. Delivered local antibiotic and irrigate periodontal pockets while relaying homecare instructions in a thorough and concise manner. THE RENO DENTIST Dental Hygienist Reno, NV Performed dental hygiene services and procedures, including dental prophylaxis, fluoride &		
Highlights	 sealants, scaling, and root planing. Influenced high level commitment with a great deal of motivation to uphold the values needed to successfully provide the best in patient care and experience. 		
ADDITIONAL:	 Gentle Dental, Sparks, NV Dr. Charles Cordova, DDS, Las Vegas, NV Comfort Care Dental Group, Las Vegas, NV Sunstone Dental, Henderson, NV 	2016 to 2017 2012 to 2016 2012 2010 to 2012	
LICENSES:	 Registered Dental Hygienist, Nevada, 02/2011, License No. 101698 Nevada Certification in the use of Soft Tissue Laser American Heart Association BLS (CPR and AED Program) Registered Dental Hygienist, Minnesota, 01/2010, License No. H8619 Registered Dental Assistant, California, 09/2003, License No. 60725 	Exp. 06/2024 Perpetual Exp. 11/2024 Expired Inactive	

Agenda Item 7(f)(3): Helen Z Kanian, DDS

NE	EVADA STATE BOARD OF DENTAL EXAMINERS 6010 S Rainbow Boulevard, Building A, Suite 1 Las Vegas, NV 89118 (702) 486-7044 (Telephone) / (702) 486-7046 (FAX)
FULL NAME (please print) FULL MAILING ADDRESS	HELEN KANIAN
TELEPHONE _	
EMAIL_	LICENSE NO:

APPLICATION FOR INFECTION CONTROL (IC) INSPECTOR

I hereby make application for the part-time position of Infection Control (IC) Inspector:

REQUIREMENTS:

- Must be licensed and practicing as a dentist or dental hygienist in Nevada for the 5 years preceding the submission of this application;
- 2. Must hold an active Nevada dental or dental hygiene license
- 1. Submit a curriculum vitae and any other information you may want considered
- 2. List any prior experience pertaining to Infection Control inspections.

MAINTAINING STANDARDS IN MY PRIVATE PRACTICE

- 3. Do you have any pending Board complaints against you? YES / (NO)
- Do you have any history of Board Action(s)? YES / NO If yes, please describe below (attach additional sheet if necessary):
- List ALL states you hold, or have held (regardless of license status), a license to practice dentistry or dental hygiene (attach additional sheet if necessary):
 NV OH
- List of all office addresses in the State of Nevada in which you are currently practicing dentistry or dental hygiene (attach additional sheet if necessary);

Office (1) name:

Office (1) address:

Office (1) telephone:

SIGNATURE OF LICENSEE

DATE 10.17. 2022

PRECEIVED ◀

08/2020

11

HELEN Z. KANIAN, DDS

HELEN Z. KANIAN, DDS



EDUCATION:

CLEVELAND STATE UNIVERSITY 1981-1983 CLEVELAND, OHIO

CASE WESTERN RESERVE UNIVERSITY SCHOOL OF DENTISTRY 1984-1988
DEGREES AWARDED: BS, DDS
CLEVELAND, OHIO

EMPLOYMENT:

UNLV SCHOOL OF DENTISTRY 2004-2006

COMMUNITY CLINIC COMMERCE DRIVE, AND AT UNLV AFTER CLINIC CLOSED



KANIAN DENTAL AND BROADVIEW DENTAL 1989-2004

MACEDONIA, OHIO AND BROADVIEW HTS., OHIO

DENTIST OWNED PRIVATE PRACTICE (MYSELF)

SOLD AND MOVED TO LAS VEGAS, NV

CHOICE DENTAL 2006-2021

9850 S. MARYLAND PKWY. #3 LAS, VEGAS, NV 89193

DENTIST OWNED PRIVATE PRACTICE (MYSELF)

I SOLD CHOICE DENTAL IN OCTOBER OF 2021, I AM CURRENTLY RETIRED AND NOT PRACTICING AT THIS TIME. I WOULD LIKE TO MAKE A CONTINUED CONTRIBUTION RELATED TO DENTISTRY IN SOME CAPACITY AND FEEL MY KNOWLEDGE AFTER 33 YEARS OF PRCTICING DENTISTRY, WOULD BE A BENIFT AS SUCH.

THANK YOU FOR YOUR CONSIDERATION,

HELEN KANIAN, DDS

PROFESSIONAL REFERENCES:

KATHERINE KEELEY, MD. DDS. 702-263-9339

LETTI HALE, DDS. 702-547-6453

JULIE MORSE HAVIGHURST, DDS. 216-543-2203



Agenda Item 7(g):

Discussion, Consideration, and Possible
Recommendation to the full Board Regarding Proposed
Adjustments to the Infection Control Survey Form. TB
Testing for all Dental Health Care Workers per CDC
Recommendations and Nevada State TB Testing
Requirements – NRS 631.190 (For Possible Action)

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 <u>1953, 363</u>] — (NRS A <u>1963, 150</u>; <u>1967, 865</u>; <u>1993, 2743</u>; <u>2009, 3002</u>; <u>2017, 989, 2848</u>; <u>2019, 3205</u>, effective January 1, 2020)

II	INFECTION CONTROL INSPECTION/SURVEY FORM 10/2016 Rev									
Den	tal Office Name:		,-		Date of Inspection:					
Lice	nsee Name:			Owner Dentist:						
Add	ress:			INSPECTOR(S)						
				(1)	(2)					
City		State:	Zip Code:	PUR	POSE OF INSPECTION					
		Nevada		Initial Inspection:	Randor	n Insp	ection	$: \square$		
		COMPL	IANCE LEVEL C	RITERIA – LEVEL # 1-4						
#1-	CRITICAL: MUST BE MET. COUL	LD RESULT IN IM	MEDIATE TERMIN	NATION OF PATIENT CARE A	AND EXTENDED OFFICE	EINABI	LITY TO)		
# 2	TREAT PATIENTS. - REMEDIAL ACTION REQUIRED	D. REOLURES CO	RRECTIVE COME	PLIANCE WITHIN 7DAYS						
	- ACTION REQUIRED: REQUIF									
	ACTION RECOMMENDED: NOT				REQUIREMENTS SUBJ	ECT TO	CHANG	GE		
	AS CENTER FOR DISEASE CONTI			CHANGE.		LEVEL				
REC	CORD KEEPING – EACH PR	ACTICE MUS	T HAVE			1-4	Y	N		
1	Written infection control progra	am that is <u>specif</u> i	<u>c</u> for the owner o	f this location		3	Υ	N		
EDU	ICATION & TRAINING					1	1			
2	2 Documentation of review of the infection control plan at least annually to ensure compliance with best practices									
3								N		
Documentation of education and training that is appropriate to the assigned duties of the specific DHCP (dental health care personnel) and include hands on training for all staff assigned to process semi critical and critical instruments							Υ	N		
5	Training records kept for 3+ y	ears				3	Υ	N		
6	Mechanism for corrective actio	n for any deviati	on from written p	olicy. Documentation of an	y corrective actions	3	Υ	N		
	IFIDENTIAL VACCINATION REC		RE AND POST EX	POSURE MANAGEMENT, I	MEDICAL CONDITION	IS, WO	RK REL	ATED		
7	Does the Licensee have writte assistants who has an acute o infection which may expose a	r chronic medic	al condition(s) th			3	Υ	N		
8	Documentation of vaccination informed consent of exposure	ns offered to DH	CP (Hepatitis B, Influ		· ,,	3	Υ	N		
9	Employee health records inclu	ude any exposur	e and post expos	sure and follow up records		3	Υ	N		
10	Written policies and procedur medical plan (e.g. use CDC ne			· ·	ost exposure	3	Υ	N		
11	24/7 contact telephone numl	ber listed and po	osted for qualifie	d healthcare provider		3	Υ	N		
12	Exposure and incident reporti	ing forms				3	Υ	N		
13										
14 Written policy and procedure for patients known to have communicable disease upon arrival								N		
BLO	ODBORNE PATHOGEN ELEMEN	NTS								
15	Written policies and procedur	res for the preve	ention of transmi	ssion of bloodborne patho	ogens	3	Υ	N		
16	Written policies for hand hygier agents	ne, including doc	umentation of tra	aining and appropriate selec	tion of antiseptic	3	Υ	N		
17	Written policies for use of per	rsonal protective	e equipment			3	Υ	N		
18	Monitoring and documentation	on of compliance	e with PPE			3	Υ	N		

19 Written policies and procedures for handling and management of sharps 3 Y N

	DISINFECTION AND STERILIZATION OF PATIENT CARE ITEMS							
20	Writen policies and procedures for managing semi-critical and critical items							
21	Written system outlining entire sterilization process (written policies and procedures for transporting processing of all contaminated critical and semi-critical instruments, the instrument processing area, preparation and packaging of instruments, sterilization and storage of sterilized and clean dental instruments)	and	3	Y	N			
22	Written policy and procedures for sterilization monitoring		3	Υ	N			
23	Weekly biological monitoring logs		1	Υ	N			
24	Current maintenance logs for sterilization equipment		3	Υ	N			
25	Weekly biological monitoring logs kept for 2+ years or since opening date:		3	Υ	N			
26	Written policy for managing failed chemical, heat or biological monitoring test		3	Υ	N			
27	Equipment and manintenance logs		3	Υ	N			
ENV	IRONMENTAL INFECTION CONTROL ELEMENTS							
28	Written policy and procedure for aseptic management during patient care		3	Υ	N			
29	Written policy and procedure for surface disinfection and environmental barrier protection		3	Υ	N			
30	Written policy and procedure for medical waste management		3	Υ	N			
31	Name/telephone number of licensed waste hauler for regulated waste		3	Υ	N			
32	Written Policy and procedure for decontaminating spills of blood or other body fluids		3	Υ	N			
33								
34	Documentation of dental unit water lines testing to meet potable water standard of EPA (<500 CFU/m	l)	4	Υ	N			
35	Documentation of action taken to meet EPA potable water standard, including re-testing							
36	Written policy and procedure to maintain aesepis and prevent cross contamination when taking and processing dental radiographs							
37	Written policy and procedure to maintain asensis and prevent cross contamination during dental							
ОТН	ER							
38	A comprehensive and annually up-dated medical histroy form is used to evaluate patients		3	Υ	N			
CON	MMUNICABLE DISEASE CONTROL PROCEDURES	LEVEL 1-4	Υ	N	N/A			
39	Single use or sterilization for critical items	1	Υ	N	N/A			
40	Multi - dose vials used		Υ	N				
41	a) if yes, vials are only entered with new, sterile syringe with a new, sterile needle	1	Υ	N	N/A			
42	b) Cap of multi-dose vial cleaned with alcohol based wipe before being accessed	2	Υ	N	N/A			
43	c) Are multi-use vials discarded when expired or 28 days after initial access (as applicable) - Must have date when first accessed	2	Υ	N	N/A			
44	d) is initial access dated on the multi-use vials	2	Υ	N	N/A			
45	Fluid infusion and administration sets (IV bags, tubing and connectors) used?		Y	N				
46	a) if yes, used only on one patient 1							
47	, 1							
48	c) Single IV bag is <u>not</u> used to mix medications for more than one patient	1	Υ	N	N/A			
49	d) Single dose medication/infusions are used for only one patient and discarded after use	1	Υ	N	N/A			
50	Personnel wear utility gloves when processing contaminated instruments - Not latex type for patient care	2	Y	N				
51	Supplies for hand hygiene accessible to employees at point of need	2	Y	N				
52 52	Soap and water easily accessible	2	Y v	N				
53 54	Alcohol based rubs easily accessible-if used Team members display appropriate hand hygiene techniques	1	Υ Υ	N N				
54	ream members display appropriate hand hygiene techniques	1	1	IN				

A	PPROPRIATE PPE SUPPLIES ACCESSIBLE & EMPLOYEES WITH EXPOSURE RISKS				
		1 /	Υ /	N /	1
55	Gloves (Latex and latex free or just latex free) Sterile Surgical Glovesfor surgical procedures		/Y	N N	
	Sterile Surgical Gloves	/2			
56	Masks	1	Υ	N	
57	Safety glasses with side shield or full face shields	1	Υ	N	
58	Disposable gowns/laundered gowns offered	1	Υ	N	
59	Health care workers display appropriate use of PPE barriers	2	Υ	N	
60	Running water eye wash station accessible	3	Υ	N	
61	Appropriate barrier products available (dental dams, protective eyewear, other)	2	Υ	N	
62	Basic first aid products and equipment available (Recommended to include: nitrogylerin, Benadryl,	4	Υ	N	
	epi-pen, oxygen, aspirin, albuterol, glucose, glucagon)	·	·		
	TAL UNIT WATER QUALITY				
63	Dental unit water lines flushed between patients for a minimum of 20 seconds	2	Υ	N	
64	Dental unit water lines are treated to remove biofilm	4	Υ	N	
65	Maintain documentation of dental unit water line testing to meet the potable water standard of EPA (< 500 CFU/ml)	4	Υ	N	
-	Maintain documentaion of dental unit water lines not meeting the potable water standard of EPA are	_		R.I	NI / A
66	treated and retested	4	Υ	N	N/A
	CLEANING, DISINFECTION & STERILIZATION OF PATIENT CARE ITEMS				
67	Biofilm and organic matter are removed from critical and semi-critical instruments using detergents	2	Υ	N	
	or enzymatic cleaners prior to sterilization				
68	Sterilization equipment available and fully functional	1	Υ	N	
69	Number of working autoclaves:	1	Υ	N	N/A
70	Number of working chemiclaves:	1	Υ	N	N/A
71	Number of working dry heat sterilizers:	1	Υ	N	N/A
72	Number of working Flash steam sterilizers (Statim):	1	Υ	N	N/A
73	Number of working ultrasonic cleaners:	1	Υ	N	
74	Endodontic files/instrumentation sterilized or disposed	1	Υ	N	
75	Is Biological testing of sterilizer completed weekly	1	Υ	N	
76	If independent biological testing service, Name:	-	Y	N	N/A
77	If in-office biological testing, is control processed?	2	Y	N	N/A
78	Sterilization cycles are verified with chemical/heat indicator. Both interior and external indicators	2	Y	N	14/4
79	Critical items (any instrument that penetrates soft tissue or bone) instruments are sterilized after each use	1	Y	N	
13	Use a biological indicator for every sterilizer load that contains a non-sterile Implantable device.	1		11	
80	Verify results before using the implantable device, whenever possible.	1	Υ	N	N/A
81	Proper sterilization loading technique, not overloading	2	Υ	N	
	Heat Tolerant Handpieces are sterilized after each use (including high & low speed handpieces, prophylaxis				
82	angles, ultrasonic and sonic scaling tips, air abrasion devices, air and water syringe tips, and motorswith	1	Υ	N	
	exception of electric type models)		.,		
83	Sterile packs are inspected for integrity, compromised packs are reprocessed	2	Υ	N	
84	Event-related monitoring is used to monitor package integrity and packages are appropriately stored with a minimum of an initial date stamp	2	Υ	N	
85	Single use instruments or devices are not processed and re-used	1	Υ	N	
86	Semi-critical items are sterilized after each use if not heat sensitive	1	Υ	N	
	Heat sensitive semi-critical are at a minimum high level disinfected after each use or chemical		V		
87	sterilized after each use	1	Υ	N	
88	Practice is using an FDA approved chemical sterilant	2	Υ	N	N/A
89	All applicable label instruction are followed on FDA approved chemical sterilant (dilution, expiration date,	2	Υ	N	N/A
	shelf life, storage, safe use, disposal and material compatibility) Practice is using a FDA approved method as high level disinfectant (for heat-sensitive semicritical patient				
90	care items)	2	Υ	N	N/A
		•		•	•

91	Method used for high level disinfection are prepared and follow the manufacturer's instructions of use (dilution, expiration date, shelf life, storage, safe use, disposal and material compatibility)	2	Υ	N	N/A	
Ase	otic Techniques:					
92	Splash shields and equipment guards used on dental laboratory lathes	4	Υ	N	N/A	
93	Fresh pumice and a sterilized, or new rag wheel used for each patient	2	Υ	N	N/A	
94	Are devices used to polish, trim or adjust contaminated intraoral devices being disinfected or sterilized					
95	ntraoral items such as impressions, bite registrations, prostheses and orthodontic appliances are cleaned and disinfected			N		
Envi	ronmental Infection Control		LEVEL 1-4	Υ	N	
96	Clinical contact surfaces (frequently touched surface that could potentially allow secondary transmission to or patients) that are not barrier-protected are cleaned and disinfected using an EPA registered hospital disinfectant with low to intermediate claim after each patient. Uses intermediate level disinfectant (TB claim visibly contaminated with blood.		2	Υ	N	
97	Housekeeping surfaces (sinks, floors, walls) are cleaned on a routine basis					
98	Environmental surfaces are disinfected with an EPA registered, low intermediate disinfectant (TR claim) at					
99	EPA registered disinfectants are prepared and follow the manufacturer's instruction of use (dilution, shallife, storage, use of material compatibility)	nelf	2	Υ	N	
100	All clinical contact surfaces are protected with barriers (especially areas that are difficult to clean)		2	Υ	N	
101	Clinical contact barriers are changed between patients		2	Υ	N	
102	Decontamination and clean areas separated in the instrument processing area		2	Υ	N	
103	Biohazardous waste is disposed of properly		2	Υ	N	
	Sharps					
104	Approved sharps containers utilized and accessible		2	Υ	N	
105	Sharps container taken out of service and processed appropriately		2	Υ	N	
106	Safe recapping techniques/devices used		2	Υ	N	
107	Sharps (needles, blades) are single use		1	Υ	N	
108	Employees use engineering controls (e.g., forceps) to retrieve contaminated sharps from trays or containers		2	Υ	N	

ACKNOWLEDGEMENT AND RECEIPT OF COPY BY OWNER/AUTHORIZED AGENT

The owner of the dental practice hereby acknowledges that by executing this document below and initialing each page's lower right hand corner on the line "Licensee Initials," receipt of a copy of this inspection/survey form is acknowledged.

In the event the dental practice has satisfactorily completed the inspection, as noted in this inspection/survey form, the owner/licensee will receive from the Board's Executive Director and/or representative, written notice of satisfactorily completing the inspection conducted.

If an owner/licensee has commenced the practice of dentistry prior to an Initial Inspection (NAC 631.1785) at any given location that inspection shall be deemed to be a Random Inspection pursuant to NAC 631.179.

If the inspection indicates "critical" deficiencies (items listed as "#1's") the owner/licensee will receive written notice from the Board's Executive Director and/or representative of the "critical" deficiencies and that a re-inspection will be conducted within seventy-two (72) hours of the written notice. However in the event the "critical" deficiencies noted, pose an immediate threat to the public health, safety and/or welfare the President of the Board, may without any further action of the Board, issue an Order of Summary Suspension pursuant to NAC 631.179(4).

In the event the inspection indicates "remedial action required" deficiencies (items listed as "#2's"), the owner/licensee will receive written notice from the Board's Executive Director and/or representative of the "remedial action required" deficiencies and that a re-inspection will be conducted within seven (7) days of the written notice.

In the event the inspection indicates "action required" deficiencies (items listed with a "#3"), the owner/licensee will receive written notice from the Board's Executive Director and/or representative of the "action required" deficiencies and that a re-inspection will be conducted within thirty (30) days of the written notice.

Recei	Receipt of a copy of the foregoing is hereby acknowledged;								
Ву				_		Print name:			
this _	day of	, 20	_ at _	<u>:</u>	m.	Title and/or position/capacity:			

INI	INFECTION CONTROL INSPECTION/SURVEY FORM Rev 05/2023							ev 05/2023
Den	tal Office Name:				Date of Inspection:			
Lice	Licensee/Owner Name:							
Add	Address: INSPECTOR(S)							
				(1)	(2)			
City		State:	Zip Code:		PURPOSE OF INSPECT	ION		
•		Nevada		Initial Inspection	: Ran	dom I	nspec	tion:
		СОМР	LIANCE LEVEL	CRITERIA – LEVEL # 1	-4			
#1-	CRITICAL: MUST BE MET. COUL TREAT PATIENTS.	D RESULT IN IMM	IEDIATE TERMINA	TION OF PATIENT CARE A	AND EXTENDED OFFICE	E INABI	LITY TO	
#2-	REMEDIAL ACTION REQUIRED: R	REQUIRES CORREC	TIVE COMPLIANC	E WITHIN 7DAYS.				
#3-	ACTION REQUIRED: REQUIRES O	ORRECTIVE COM	PLIANCE WITHIN 3	30 DAYS.				
#4-	ACTION RECOMMENDED: NOT I FOR DISEASE CONTROL (CDC) RE	-		IS TIME – COMPLIANCE F	REQUIREMENTS SUBJE	ст то с	CHANGI	AS CENTER
REC	CORD KEEPING – EACH PI					LEVEL 1-4	Υ	N
1	Written infection control prog staff.	ram that is specif	ic for the owner	of this location and easil	y accessible by all	3	Υ	N
EDU	CATION & TRAINING							
2	Documentation of review of th	ne infection conti	ol plan at least a	nnually to ensure compl	iance with best	3	Υ	N
3	practices. Documentation of Bloodborne	Pathogens train	ing at the date of	hire for practice		3	Υ	N
4	Documentation of education	and training tha	at is appropriate	to each dental personr		3	Υ	N
	including hands-on training f	-	<mark>at process semi c</mark>	ritical and critcal instru	<mark>iments.</mark>		_	
5	Training records kept for 3+ y Procedure for corrective action		on from the writte	en policy including docur	mentation of any	3	Υ	N
6	corrective actions taken					3	Υ	N
	IFIDENTIAL VACCINATION REC IESS AND WORK RESTRICTION		RE AND POST EX	(POSURE MANAGEME	NT, MEDICAL COND	ITIONS	, WOR	K RELATED
7	Written policy and procedure expose others to infection	es for providers/	staff with an acu	ite or chronic medical o	condition that may	3	Υ	N
8	Documentation of vaccination Tetanus, Meningococcal), inf					3	Υ	N
0	immunizations, 2- step TB tes				ch vaccinations of	3	ı	IV
9	Confidental employee health					3	Υ	N
10	Written policies and procedumedical plan (e.g. use CDC no		•	·	a post exposure	3	Υ	N
11	24/7 contact telephone num			· · · · · · · · · · · · · · · · · · ·	essible area	3	Υ	N
12	Exposure and incident report	•	•	·		3	Υ	N
13	Sharps injury log					3	Υ	N
14	Written policy and procedure	e for patients kn	own to have cor	nmunicable disease up	on arrival	3	Υ	N
BLO	ODBORNE PATHOGEN ELEME	NTS				1		
15	Written policies and procedu			-		3	Υ	N
16	Written policies for hand hygicantiseptic agents	ene, including do	cumentation of ti	raining and appropriate	selection of	3	Υ	N

17	Written policies and procedures for use of personal protective equipment	3	Υ	N
18	Written policies and procedures for handling and management of sharps	3	Υ	N

DIS	INFECTION AND STERILIZATION OF PATIENT CARE ITEMS					
19	Writen policies and procedures for managing semi-critical and critical items		3	Υ		N
20	Written system outlining entire sterilization process (written policies and procedures for transposand processing of all contaminated critical and semi-critical instruments, the instrument process area, preparation and packaging of instruments, sterilization and storage of sterilized and clean instruments)	ing	3	Υ	ı	N
21	Written policy and procedures for sterilization biologic monitoring including policy on a failed biomonitoring test	<mark>ologic</mark>	3	Υ	ı	N
22	Weekly biological monitoring logs that include the date test was sent, returned and results of te	sting .	1	Υ	ı	N
23	Appropriate testing and maintenance logs for each piece of equipment such as sterilizers, ultrascleaners, etc.	onic	3	Υ	l	N
24	Weekly biological monitoring logs kept for 2+ years or since opening date:		3	Υ	ı	N
ENV	IRONMENTAL INFECTION CONTROL ELEMENTS					
25	Written policy and procedure for aseptic management during patient care		3	Υ	ı	N
26	Written policy and procedure for surface disinfection and environmental barrier protection		3	Υ	ı	N
27	Written policy and procedure for medical waste management		3	Υ	ı	N
28	Name/telephone number of licensed waste hauler for regulated waste		3	Υ	ı	N
29	Written Policy and procedure for decontaminating spills of blood or other body fluids with necessupplies present for decontamination (Blood Spill Kit)	sary	3	Υ	ı	N
30	Documentation of dental unit water lines testing to meet potable water standard of EPA (<500 CFU/ml)		3	Υ	ı	N
31	Documentation of action taken to meet EPA potable water standard, including re-testing		3	Υ	ı	N
32	Written policy and procedure to maintain aesepis and prevent cross contamination when taking processing dental radiographs	and	3	Υ	N	N/A
33	Written policy and procedure to maintain asepsis and prevent cross contamination during denta laboratory procedures	l	3	Υ	N	N/A
ОТН	ER CONTRACTOR OF THE CONTRACTO					
34	A comprehensive and annually updated medical histroy form is used to evaluate patients		3	Υ	ı	N
COI	MMUNICABLE DISEASE CONTROL PROCEDURES	LEVEL 1-4	Υ	N	1	N/A
35	Single use or sterilization for critical items	1	Υ	N		
36	Multi - dose vials used		Υ	N		
37	a) if yes, vials are only entered with new, sterile syringe with a new, sterile needle	1	Υ	N	N	N/A
38	b) Cap of multi-dose vial cleaned with alcohol based wipe before being accessed	2	Υ	N	N	N/A
39	c) Are multi-use vials discarded when expired or 28 days after initial access (as applicable) - Must have date when first accessed	2	Υ	N	N	N/A
40	d) is initial access dated on the multi-use vials	2	Υ	N	١	N/A
41	Fluid infusion and administration sets (IV bags, tubing and connectors) used		Υ	N		
42	a) if yes, used only on one patient	1	Υ	N	1	N/A
43	b) Disposed of after single use?	1	Υ	N		N/A
44	c) Single IV bag is <u>not</u> used to mix medications for more than one patient	1	Y	N		N/A
45	d) Single dose medication/infusions are used for only one patient and discarded after use	1	Υ	N	1	N/A
46	Personnel wear utility gloves when processing contaminated instruments - Not latex type for patient care	2	Y	N		
47	Supplies for hand hygiene accessible to employees at point of need	2	Y	N	-	
48	Soap and water easily accessible	2	Y	N		
49	Alcohol based rubs easily accessible-if used	2	Y	N		
50	Team members display appropriate hand hygiene techniques	1	Υ	N		

APPR	OPRIATE PPE SUPPLIES ACCESSIBLE & EMPLOYEES WITH EXPOSURE RISKS				
	Gloves available in appropriate sizes (Latex and latex free or just latex free) including appropriatly				
51	sized sterile surgical gloves if surgeries are preformed in the office	1	Υ	N	
52	Level of masks appropriate to the procedure type performed in the office	1	Υ	N	
53	Safety glasses with side shield and/or full-face shields used in conjunction with safety glasses	1	Υ	N	
54	Disposable and/or laundered gowns available in the office	1	Υ	N	
55	Health care workers display appropriate use of PPE barriers	2	Υ	N	
56	Running water eye wash station accessible	3	Υ	N	
57	Appropriate barrier products available for patient use (dental dams, protective eyewear, etc)	2	Υ	N	
	Basic first aid products and equipment available (Recommended to include: Nitrogylerin, Benadryl,	2		NI	
58	Epinephrine Auto Injector for adult and child if applicaple, Oxygen, Aspirin, Albuterol, Glucose, etc)		Y	N	
DEN	TAL UNIT WATER QUALITY			T	
59	Dental unit water lines flushed for 2 minutes each day prior to use and between patients for a	2	Υ	N	
	minimum of 20 seconds				
60	Dental unit water lines are treated to remove biofilm	<mark>2</mark>	Y	N	
CLE	ANING, DISINFECTION & STERILIZATION OF PATIENT CARE ITEMS Biofilm and organic matter are removed from critical and semi-critical instruments using detergents				
61	or enzymatic cleaners prior to sterilization following manufacture recommendations that may require	2	Υ	N	
01	temperature and time	_	'	'\	
62	Sterilization equipment available and fully functional	1	Υ	N	
63	Number of working autoclaves:	1	Υ	N	N/A
64	Number of working chemiclaves:	1	Υ	N	N/A
65	Number of working dry heat sterilizers:	1	<u>.</u> У	N	N/A
66	Number of working Flash steam sterilizers (Statim):	1	Υ	N	N/A
67	Number of working ultrasonic cleaners:	1	Υ	N	
-	Biological testing of sterilizer(s) is completed weekly on each cycle used (pouched, plastics, solids, etc)		.,		
68	and with a full bio burden load under normal processiong paramateres (full load of instruments, not overloaded, spore test strip or vial in a poouch)	1	Y	N	
69	If independent biological testing service Name:		Y	N	N/A
70	If in-office biological testing, is control processed?	2	<u>.</u> У	N	N/A
	Sterilization cycles are verified with chemical/heat indicator with both internal and external		•	1.4	,
71	indicators, closed cassettes and containers must contain a class V integrator	2	Υ	N	
72	Critical items (any instrument that penetrates soft tissue or bone) instruments are sterilized after each use	1	Υ	N	
73	Proper sterilization loading technique demonstrated	2	Υ	N	
	Heat Tolerant Handpieces are sterilized after each use (including high & low speed handpieces, prophylaxis				
74	angles, ultrasonic and sonic scaling tips, air abrasion devices, air and water syringe tips, and motorswith	1	Υ	N	
	exception of electric type models)				
75	Sterile packs are inspected for integrity, compromised packs are reprocessed	2	Υ	N	
76	Event-related monitoring is used to monitor package integrity and packages are appropriately stored with a minimum of an initial date stamp and sterilizer used (if more than one sterilzer present)	2	Υ	N	
77	Single use items, supplies or devices and items labeled with are not processed and re-used	1	Υ	N	
78	Semi-critical items are sterilized after each use if not heat sensitive	1	<u>.</u> Ү	N	
	Heat sensitive semi-critical are at a minimum high level disinfected or chemical sterilized after each				
79	use	1	Y	N	
	Semi-critical items that are not heat or chemical tolerant, such as digital sensors, intraoral cameras,				
80	intra oral scanners, curing lights, etc., use FDA approved barriers and are cleaned then disinfected	1	Υ	N	
	with an intermediate level disinfection agent between patients Practice is using an EDA approved shemical sterilant and has systems in place to ensure adequate				
81	Practice is using an FDA approved chemical sterilant and has systems in place to ensure adequate exposure time is reached	2	Υ	N	N/A
	All applicable label instruction are followed on FDA approved chemical sterilant (mixing, dilution,				
02	expiration date, shelf life, storage, safe use, disposal and material compatibility)	۱ ,	Υ	NI	NI/A
82		2	Ť	N	N/A

Ase	otic Techniques:					
83	Splash shields and equipment guards used on dental laboratory lathes	4	Υ	N	N/A	
84	Fresh pumice and a sterilized or new rag wheel used for each patient	2	Υ	N	N/A	
85	Devices used to polish, trim or adjust contaminated intraoral devices are disinfected and/or sterilized	2	Υ	N	N/A	
86	Intraoral items such as impressions, bite registrations, prosthetics, crown and bridge, and orthodontic appliances are cleaned and disinfected before lab procedures and before delivering to the patient	2	Υ	N	N/A	
Envi	ronmental Infection Control		LEVEL 1-4	Υ	N	
87	Clinical contact surfaces (frequently touched surface that could potentially allow secondary transmission the DHCW or patient) that are not barrier protected are cleaned then disinfected using an EPA registere hospital disinfectant with low to intermediate claim after each patient following manufacture recommendations. Intermediate level disinfectant (TB claim) to be used if visibly contaminated with blockers.	d	2	Y	N	
88	Housekeeping surfaces (sinks, floors, walls, drawers, supply containers, etc.) are cleaned on a routine ba	<mark>sis</mark>	2	Υ	N	
89	Environmental surfaces are cleaned then disinfected with an EPA registered low to intermediate level disinfectant at beginning and end of day		2	Υ	N	
90	EPA registered disinfectants are prepared and follow the manufacturer's instruction of use (mixing, dilution, shelf life, storage, use of material compatibility)					
91	All clinical contact surfaces are protected with barriers (especially areas that are difficult to clean)		2	Υ	N	
92	Barriers are removed, surfaces are cleaned then disinfected prior to applying new barrier in between patients		2	Υ	N	
93	Decontamination and clean areas separated in the instrument processing area		2	Υ	N	
94	Biohazardous waste is disposed of properly		2	Υ	N	
Shar	ps					
95	Approved sharps containers utilized, accessible and secured to counter/wall		2	Υ	N	
96	Sharps container taken out of service and processed appropriately		2	Υ	N	
97	Safe recapping techniques/devices are used and technique is demonstrated		2	Υ	N	
98	Sharps (needles, blades) are single use		1	Υ	N	
99	Employees use engineering controls (e.g., forceps, hemostat, etc) to retrieve contaminated sharps from syring trays or containers	ge,	2	Υ	N	

ACKNOWLEDGEMENT AND RECEIPT OF COPY BY OWNER/AUTHORIZED AGENT

The owner of the dental practice hereby acknowledges that by executing this document below and initialing each page's lower right-hand corner on the line "Licensee Initials," receipt of a copy of this inspection/survey form is acknowledged.

In the event the dental practice has satisfactorily completed the inspection, as noted in this inspection/survey form, the owner/licensee will receive from the Board's Executive Director and/or representative, written notice of satisfactorily completing the inspection conducted.

If an owner/licensee has commenced the practice of dentistry prior to an Initial Inspection (NAC 631.1785) at any given location that inspection shall be deemed to be a Random Inspection pursuant to NAC 631.179.

If the inspection indicates "critical" deficiencies (items listed as "#1's") the owner/licensee will receive written notice from the Board's Executive Director and/or representative of the "critical" deficiencies and that a re-inspection will be conducted within seventy-two (72) hours of the written notice. However, in the event the "critical" deficiencies noted, pose an immediate threat to the public health, safety and/or welfare the President of the Board, may without any further action of the Board, issue an Order of Summary Suspension pursuant to NAC 631.179(4).

In the event the inspection indicates "remedial action required" deficiencies (items listed as "#2's"), the owner/licensee will receive written notice from the Board's Executive Director and/or representative of the "remedial action required" deficiencies and that a re-inspection will be conducted within seven (7) days of the written notice.

In the event the inspection indicates "action required" deficiencies (items listed with a "#3"), the owner/licensee will receive written notice from the Board's Executive Director and/or representative of the "action required" deficiencies and that a re-inspection will be conducted within thirty (30) days of the written notice.

Rece	Receipt of a copy of the foregoing is hereby acknowledged;								
Ву						Print name:			
this _	day of	, 20	_ at	:	m.	Title and/or position/capacity:			

Agenda Item 7(h):

Discussion, Consideration, and Possible Recommendations to the Full Board of Proposed Adjustments to the Infection Control Survey Form in General– NRS 631.190 (For Possible Action) 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 <u>1953, 363</u>] — (NRS A <u>1963, 150</u>; <u>1967, 865</u>; <u>1993, 2743</u>; <u>2009, 3002</u>; 2017, 989, 2848; 2019, 3205, effective January 1, 2020)

Agenda Item 7(i):

Discussion, Consideration, and Possible Approval/ Rejection of Amendment to Final Contract with Thentia/ Carahsoft – NRS 631.190 (For Possible Action) 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 <u>1953, 363</u>] — (NRS A <u>1963, 150</u>; <u>1967, 865</u>; <u>1993, 2743</u>; <u>2009, 3002</u>; <u>2017, 989, 2848</u>; <u>2019, 3205</u>, effective January 1, 2020)

Thentia USA Software End User License Agreement

This End User License Agreement ("EULA") is between the entity you represent ("Licensee"), or, if you do not designate an entity in connection with a licensing purchase or renewal, you individual ("you" or "your") and Thentia USA Inc. ("Thentia") and covers your use of any software-as-aservice product for which Thentia provides access to you (the "Services"). It consists of the general terms and conditions under which Thentia, or any Thentia Affiliate will provide professional services, software services, support services and other related services. It consists of the terms below, as well as any written agreement between you and Thentia, including the payment terms in your applicable Service Schedule, Service Level Agreement, and the Statement of Work ("SOW") for your license or renewal (together, the "Thentia Agreements"). Definitions of capitalized terms are in Section 21 (Definitions).

THENTIA PROVIDES THE SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND THE THENTIA AGREEMENTS ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY YOUR USE OF THE SERVICES YOU (A) ACCEPT THIS EULA AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE OR YOU DO NOT AGREE TO THE TERMS OF THIS EULA, THENTIA IS NOT REQUIRED TO LICENSE THE SOFTWARE TO LICENSEE OR YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS EULA, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS EULA, AND THIS EULA EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE OR SERVICES THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF THENTIA'S SOFTWARE OR SERVICES.

1. Provision of Software Services

We shall provide you and you will have the right to receive the Services identified in this EULA or any Thentia Agreement subject to the terms and conditions stated in this EULA.

2. Authorized Users

Where a Thentia Agreement provides for your receipt and your provision of Services, Thentia or its Affiliate will provide you with one or more administrator accounts for the Services (an "Admin Account"). You are responsible for: (a) all activities that occur under the Admin Account or Authorized Users' accounts; (b) maintaining the security and confidentiality of all user names and

passwords for the Admin Account and each Authorized User account; and (c) any loss or damage suffered by you or us as a result of your Authorized User's failure to adequately safeguard any such account information. You shall promptly notify us of any unauthorized use or access to the Services of which you become aware or that you reasonably suspect.

3. Restrictions with respect to Services

You and your Authorized Users shall use the Services only for internal business purposes and in accordance with the Documentation. You shall ensure that its Authorized Users use of the Services complies with this EULA. Without limitation of the foregoing, except as expressly permitted by this EULA, you and your Authorized Users shall not, and shall not permit or authorize any Person, directly or indirectly, to: (a) use any user identifications, codes, passwords, procedures, or user keys issued to you for access to and use of the Services by any Person that is not authorized to access and use the Services under the terms of the Thentia Agreement; (b) license, sell, lease, rent, outsource, or otherwise make available the Services or any part thereof to any Person or act as an intermediary, aggregator, or service bureau; (c) make any use of the Services that violates applicable Law or privacy rights, Intellectual Property Rights, or other rights of any Person; (d) decompile, reverse engineer, or otherwise access or attempt to access the source code for the Services or make or attempt to make any modification to the Services (except to the extent the foregoing restriction is prohibited under applicable Law); (e) damage, disrupt, or impede the operation of Thentia's services or systems; (f) circumvent the user authentication or security of the Services or any host, network, or account related thereto; (g) use any application programming interface (i.e., API) to access the Services other than an application programming interface made available by Thentia for such purpose or use or launch any automated system, including "robots," "spiders," or "offline readers" to access the Services; (h) mirror the Services on any server; (i) use meta tags or any other "hidden text" using Thentia's trademarks, service marks, logos, or other indicia of origin; (j) transmit any viruses, worms, defects, Trojan horses, or programming of a destructive nature through the Services; (k) delete, remove, modify, obscure, fail to reproduce, or in any way interfere with any proprietary, trade secret, or copyright notice appearing on or incorporated in the Services; (1) use any non-production instance for any production activities; (m) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; or infringe property rights; or (n) access or use the Services to build or support, directly or indirectly, products or services competitive to Thentia.

4. Changes to Services

We may modify the Services (and features within the Services) from time to time at our sole discretion and such modifications shall replace prior versions. Except for modifications made to comply with applicable Law or address a security risk, we shall not make any modification to the Services that materially degrades the functionality, security or data protection features of the Services. The terms of this EULA shall apply to modifications, updates and upgrades to the Services as may be subsequently provided by Thentia to you.

5.

6. Third-Party Products

You acknowledge that, depending upon the Services configuration and deployment option selected by you, the use of the Services may require the use of Third-Party Products. You agree that we have no responsibility or obligation to supply (except as may be expressly specified in the Documentation or the Agreement), or any liability whatsoever concerning, the Third-Party Products and that you shall be solely responsible for sourcing, acquiring, and licensing such Third-Party Products directly from the applicable Third-Party Products vendors (unless the parties hereto otherwise agree in writing). We do not warrant any such Third-Party Applications. Any procurement by you of such Third-Party Applications or services is solely between you and the applicable Third-Party provider. You acknowledge and agree that Thentia may enable such Third-Party providers to access Client Data for the interoperation of such Third-Party Products with the Services. Thentia shall not be responsible for any disclosure, modification or deletion of Client Data resulting from any such access by Third-Party Products or Third-Party providers.

7. Monitoring Use

We shall have the right to monitor your use of the Services for the purpose of verifying your compliance with this EULA, including to verify the fees payable in respect of your use of the Services.

8. Attendance on Client Premises and Access to Client Systems

If under this EULA we may come onto your premises or access to your systems remotely, we will comply with all terms agreed on by the Parties for those situations and observe all of your rules, guidelines, and policies that are provided in writing by you to us applicable to those situations.

9. Client Obligations

You shall cooperate with us in all matters relating to the Services in a timely manner and execute and deliver all documents, forms, or instruments necessary for us to implement and render the Services; provide us with all reasonable and necessary data and information in the format requested by us (shall be your responsibility to provide the Client Data in the format requested by us and to ensure the accuracy and adequacy of all such Client Data), and will otherwise provide all reasonable assistance required of yours in order for us to successfully implement the Services on a timely basis; follow our direction, policies, and procedures with respect to the design and implementation of the Services; provide access to your premises and such office accommodation and other facilities as may reasonably be requested by you for the purposes of performing the Services; respond promptly to any Thentia request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for us to perform Services in accordance with the requirements of this EULA; and provide such information as we may reasonably request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects.

10. System Requirements

The networks, systems, equipment, cabling, facilities and workstations from which you and your Authorized Users access and use the Services or that are used directly or indirectly in the provision of the Services (the "Client Systems") shall be in good working order, suitable for the purposes for which it is used in relation to the Services, Thentia shall have no liability for any failure to access or use the Services due to the failure of any Client Systems to comply with the then-current System Requirements.

11. Client Performance.

The parties agree and acknowledge that: (a) our performance of the Services shall be conditional upon, and subject to, your performance of your obligations hereunder (including any obligations specified in a SOW); (b) that we shall not be liable or responsible, in any manner or to any extent, for any failure of ours to perform all, or any part of, the Services to the extent that any such failure is caused by, due to or contributed to by a failure of Client to perform its obligations; and (c) that we will not be liable for loss or damage or errors arising from reliance on any Client Data or other information, materials, data, graphics, requirements, documents (regardless of form or format) provided by or on behalf of you to us in connection with the performance of the Services (collectively, the "Client Materials", provided that such term shall not include any Services, Thentia IP, or third-party materials or technology).

12. Access and Use of Client Provided Materials

You acknowledge that in the performance of the Services you may make available to us certain Client Materials and/or Client Data, and further acknowledges that in order to provide the Services, Thentia may require remote access to your Systems. Client hereby grants to us a limited, nonexclusive, sublicensable (to Thentia and its affiliates, personnel, and subcontractors), nontransferable and fully paid-up license to access, store and use any Client Materials, Client Data and/or Client Systems (including, where authorized to do so, via remote access) made available to Thentia for the sole purpose of and only to the extent required in order to perform its obligations under this EULA or any Thentia Agreement, to perform the requested activities. In such circumstances you agree that we may transfer or disclose Client Data to third parties, including to our affiliates, personnel, and subcontractors and any third-party hosting providers, to the extent reasonably required to perform its obligations hereunder. Subject to the limited licenses granted herein, we acknowledge and agree that all right, title and interest whatsoever, in and to the Client Materials, Client Data and Client Systems including all intellectual property and other proprietary rights therein is, and shall be, owned solely and exclusively by you and/or your third-party licensors. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of your Materials and Client Data. You are solely responsible for the selection and implementation of procedures and processes and controls regarding the access, security, encryption, use and transmission of Client Data to us.

13. Cooperation

The parties will work together to implement the Services. You acknowledge and agree that the Services provided by us are not fully customizable and you shall follow Thentia's direction, policies, and procedures with respect to the design and implementation of the Services.

14. Financial

15. Warranties

16. Ownership Rights

Thentia IP. As between Client and Thentia, Thentia owns and shall retain all right, title, and interest, including all Intellectual Property Rights, used in or to provide the Services, the Deliverables, the Documentation, Thentia's and its licensors' trademarks, service marks, logos, and other indicia of origin used in connection with the Services and all proprietary information and know-how of Thentia and its licensors incorporated in or used in the provision of the Services, and all updates, modifications, improvements, and derivative works of any of the foregoing (collectively, the "Thentia IP"). All right, title and interest, including all Intellectual Property Rights, in Thentia IP vests automatically and immediately in Thentia on creation. Thentia expressly reserves all rights in the Thentia IP. All use of Thentia's and its licensors' trademarks, service marks, logos, and other indicia of origin hereunder shall inure to the benefit of the owner thereof.

Client Data. As between Client and Thentia, Clients owns and shall retain all right, title and interest, including all Intellectual Property Rights, in Client Data. Client hereby grants to Thentia a limited, non-transferable, non-exclusive, worldwide, fully paid up, royalty-free sublicensable (to Thentia and its Affiliates, personnel, and subcontracts) license to, during the term of the applicable Thentia Agreement, use, copy, store, and display Client Data solely as necessary for the purpose of performing its obligations under this EULA and any Thentia Agreement. Thentia shall have no obligation to check any Client Data for accuracy, adequacy, or completeness and may assume that all Client Data uploaded to the Services or provided to Thentia is accurate, adequate, and complete as submitted. Thentia will not be responsible for any error, omission, or damages caused by an inaccuracy, inadequacy, or lack of completeness with respect to such Client Data.

Feedback. You and your employees, agents and subcontractors may provide to us, but have no obligation to provide, input regarding the Services, including comments or suggestions regarding the possible creation, modification, correction, improvement, or enhancement of the Services or other products or the technology marketplace in general (collectively, "Feedback"). You hereby grant to us a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, transferable license, with right of sublicense, to use, reproduce, modify, disclose, and otherwise exploit all Feedback in any manner for any purpose.

Residual Knowledge. You acknowledge and agree that: (a) Thentia has certain knowledge, skills and expertise which forms an integral and continuing part of its business; (b) in the process of performing services for you hereunder and services for others, we have developed, and will

continue to develop general skills, know-how, expertise, professional experience and generic information of general application that are neither unique nor specific to Client (including underlying concepts and ideas, knowledge, techniques, skills, methods and know-how) ("Background Knowledge"). Subject to our obligations of confidentiality hereunder, you agree that nothing in this EULA or any Thentia Agreement shall limit, restrict or otherwise prevent us and/or our licensors from using any Background Knowledge, including to provide services to any other person.

General. To the extent any right, title, interest or Intellectual Property Rights in any of the Thentia IP does not automatically and immediately vest in Thentia, you hereby irrevocably assigns, transfers and conveys (and shall cause to be assigned, transferred and conveyed), without reservation, and, to the extent necessary, agrees to irrevocably assign, transfer and convey, without reservation, to us, all such right, title and interest thereto and to waive, or cause to be waived, all moral and similar rights therein and thereto in favor of Thentia. Client agrees to execute such documents and cause its employees, agents, and subcontractors to execute such documents as may be required to give effect to the ownership rights of Thentia as set out herein.

Protection of Client Marks and Artwork. "Client Marks" means all trademarks, service marks, logos, and other indicia of origin belonging to you, whether registered or not. "Artwork" means any templates, drawings, specifications, or other artwork you provide to us in connection with our performance of Services. We may use any Client Mark or Artwork only if necessary to perform the Services and then only as approved in advance by you. We will comply with any written specifications provided by you to us for such use. We will not (a) impair your rights in Client Marks in any way; (b) acquire any title to Client Marks through their use and may not claim any title to Client Marks through their use; (c) make any unlicensed use of any Client Mark or (d) file any application in any jurisdiction for the registration of any Client Mark. Thentia's use of Client Marks is to accrue to your benefit. Any artwork created by us containing any Client Mark must be approved by you before it may be used for Services.

Preservation of Parties' Rights. Except as expressly stated, neither Party transfers to the other any Intellectual Property Rights or other property under this EULA or any Thentia Agreement. Either Party is free to use in its business any skills, experience, ideas, concepts, know-how, or techniques that it acquires in performing or receiving the Services, so long as in doing so that Party does not infringe the other's Intellectual Property Rights or breach its obligations in respect of Confidential Information under this EULA.

17. Confidentiality Obligations

The parties are on notice that the State of Nevada has such obligations related to public records as are covered by the Nevada Open Records Act and any related statutes such that it cannot contract into terms which restrict transparency of government records.

Confidential Information. "Confidential Information" means all data and information in any form whatsoever, whether disclosed orally or disclosed or accessed in written, electronic, or other form of media disclosed or made available by a Party or its Affiliates ("Disclosing Party") to the other Party or its Affiliates (the "Receiving Party") in the course of dealings under any Thentia

Agreement that can reasonably be inferred to be confidential or proprietary in nature, whether or not marked or described as "confidential". Client Data, Client Usage Information and Anonymized Data generated therefrom shall constitute Client's Confidential Information. Information communicated, disclosed, or made accessible by Thentia to you in the course of providing the Services (excluding Client's Confidential Information) constitutes Thentia's Confidential Information, including the Services (excluding Client Data), the Deliverables (excluding Client's Confidential Information included therein), the Documentation and all other Thentia IP. Despite the foregoing, Confidential Information shall not include any information (other than information about identifiable individuals) which (i) is or becomes publicly known through no wrongful act or failure to act on the part of the Receiving Party; (ii) is rightfully obtained by the Receiving Party, free from any obligation of confidence, from a Third Party; (iii) is known to the Receiving Party prior to such information having been furnished to the Receiving Party in the course of the dealings relating to this EULA and was not subject to any confidentiality obligation on the part of the Receiving Party; or (iv) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

Protection of Confidential Information. Each Party, as a Receiving Party, shall: (a) hold the Confidential Information of the Disclosing Party in confidence; (b) not use or copy the Confidential Information of the Disclosing Party except for purposes of exercising its rights or performing its obligations under the applicable Thentia Agreement; (c) not disclose the Confidential Information of the Disclosing Party except to its directors, officers, employees, independent contractors and subcontractors who (i) have a need to know such information for the purposes of the Party exercising its rights or performing it obligations under the applicable Thentia Agreement, (ii) are informed of the confidential nature of the information, and (iii) agree in writing or are otherwise bound to act in accordance with the obligations set out in this Section 17, (d) safeguard the Confidential Information of the Disclosing Party using the same degree of care as it uses to protect its own Confidential Information of a like nature, but in any event not less than a reasonable degree of care; and (e) promptly notify the Disclosing Party in writing of any unauthorized disclosure or unauthorized use of the Disclosing Party's Confidential Information of which it becomes aware. Further, Thentia will not compile, capture, track or use any Client Usage Information, except as Anonymized Data (i) for purposes of verifying Client's compliance with this EULA and any Thentia Agreement (including determination of Fees for Services); and (ii) to provide, support, maintain and improve the Services (but for no other purpose).

Exceptions. Each Party, as a Receiving Party, shall be relieved from its obligations: (a) to the extent the Disclosing Party gives its prior written consent; or (b) to the extent necessary under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, provided that unless otherwise prohibited, the Receiving Party shall provide prior written notice of such disclosure to the Disclosing Party to afford the Disclosing Party the opportunity to seek a protective order. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this EULA, the Receiving Party will furnish only that portion of the Confidential Information which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

Information Security. Thentia shall use commercially reasonable electronic, organizational, and physical security measures to safeguard Client Data. Thentia shall notify you promptly in the event of any loss or theft of, or unauthorized access to or use or disclosure of, Client Data. You acknowledge and agrees that it is solely responsible for: (a) implementing and managing security and privacy measures for the Client Systems and any items not provided and managed by Thentia within the Services, such as systems and applications built or deployed by you upon the Services, any Third-Party Products, and your end-user access control to the Services, (b) all information, instructions, and materials provided by or on behalf of you or any Authorized User in connection with the Services; (c) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services; (d) the security and use of you and your Authorized Users' access credentials; (e) all access to and use of the Services directly or indirectly by or through the Client Systems or its or its Authorized Users' access credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and (f) the accuracy and completeness of all Client Data.

Transmission of Data. You understand that the technical processing and transmission of data is fundamentally necessary to use of the Services. You are responsible for securing DSL, cable or another high-speed internet connection and up-to-date "browser" software in order to utilize the Services. You expressly consent to our interception and storage of data (including Client Data) as needed to provide the Services hereunder, and you acknowledge and understand that Client Data will be transmitted over the internet, and over various networks, only part of which may be controlled by us. You further acknowledge and understand that such data transmitted in the use of the Services may be accessed by unauthorized parties when communicated across the internet, network communications facilities, telephone, or other electronic means. Without limiting our applicable obligations, Thentia is not responsible for any Client Data which is delayed, lost, altered, intercepted, or stored during the transmission of any data whatsoever across networks not controlled by Thentia, including, but not limited to, the internet and your local network.

Obligations on Termination. On the termination or expiry of this EULA or any Thentia Agreement, as applicable: (a) Client will have the opportunity to download its Client Data from the Services within 30 days from the effective date of termination, after which Thentia will have no responsibility to store, and may delete such data from the Services; and (b) other than with respect to Client Data in the Services for which (a) applies, each Party, as a Receiving Party, shall, at the request of the Disclosing Party: (i) promptly return or, at the option of the Disclosing Party, destroy all Confidential Information of the Disclosing Party which is in physical form that is held by the Receiving Party or by other Persons for which the Receiving Party is responsible hereunder; and (ii) destroy all Confidential Information of the Disclosing Party in electronic form, whether held by the Receiving Party or by other Persons for which the Receiving Party is responsible hereunder; provided that each Party, as a Receiving Party, may retain Confidential Information of the Disclosing Party (x) stored in electronic records, to the extent it is backed up or archived as a matter of routine processes on the electronic information management and communications systems or servers of the Receiving Party and such backed up or archived Confidential Information is not intentionally accessed; (y) to the extent retention is required by applicable Law; or (z) as may be required for the Receiving Party to demonstrate its compliance with this EULA, provided that in each case, the Confidential Information remains subject to the confidentiality obligations herein, which obligations survive indefinitely. Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.

18. Liability

19. Termination of Agreement

This EULA shall remain in effect until its earlier termination or the expiration or termination of the service agreement under Carahsoft NASPO ValuePoint AR2472

20. General Terms and Conditions

Parties' Representatives. The Parties will each appoint a representative for the Services.

Injunctive Relief. Your breach of any restrictions set forth in this EULA may cause immediate and irreparable harm to Thentia for which money damages may not constitute an adequate remedy. In such event, Thentia shall be permitted to seek injunctive or other equitable relief for any such violation or incident,.

Notices. Any notice, request, demand, instruction, or other document to be given to Thentia under this EULA must be in writing and delivered by registered mail to notices@thentia.com...

Severability. If any provision of this EULA or the application of any provision to any person or circumstance is determined to be unenforceable to any extent, the remaining provisions of this EULA shall remain in effect if the essential provisions of this EULA for each Party remain enforceable. If any provision is determined to be invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this EULA so as to effect the original intent of the parties as closely as possible.

No Waiver. No failure or delay to exercise any right and no custom of the Parties may form a waiver of a Party's right to demand full compliance with this Agreement.

Relationship of the Parties. Thentia is an independent contractor, not your agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of your regulatory obligations or assume any responsibility for your business or operations. Each Party is responsible for determining the assignment of its employees and agents, and their respective contractors, and for their direction, control, and compensation.

Subcontracting. Thentia may subcontract obligations to you but will remain liable to you for any subcontracted obligations only with explicit consent of the State through a contract amendment to allow for review of proposed subcontractors in accordance with state law.

Third-Party Beneficiaries. This EULA is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this EULA.

Entire Agreement. This EULA is an exhibit to a State of Nevada Service Agreement written under the Carahsoft NASPO Valuepoint MA AR2472 and to the extend the State of Nevada Service Agreement is in conflict with this EULA, the State of Nevada Service Agreement and NASPO Valuepoint agreement shall control.

Survival. Any terms and conditions of this EULA which by their nature extend beyond the end of the Term will survive and remain in effect after the end of this EULA.

Conflict. If there is any conflict between this EULA and the Nevada State Service Agreement, the Service Agreement shall control.

21. Definitions

"Affiliate" means, in relation to a Person, any Person that controls, is controlled by, or is under common control with such first-mentioned Person, where control means possessing (a) directly or indirectly, the power to direct or cause the direction of the management, policies, or operations of a Person, whether through ownership of voting securities, by contract, or otherwise or (b) the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests of a Person.

"Anonymized Data" means aggregated, anonymized data that: (a) is derived from Client Data or Client Usage Information, and (b) does not contain any information that is protected by Privacy Laws.

"Authority" means any applicable court, stock exchange authority, regulatory, arbitral, governmental (including national, state, provincial and local governmental authorities), supranational or administrative agency, institution or body.

"Authorized User" means your employees or others authorized by you to access and use the Services on your behalf.

"Client Data" means the data provided by, or collected by Thentia for, you as part of or in connection with the Services, and the results of processing that data through the Services.

"Client Usage Information" means any data, including but not limited to metadata, in any way generated from the use of the Services by you, or any of their Authorized Users, including but not limited to clients.

"Deliverables" means any written or electronic items (such as software, code, specifications, diagrams, flowcharts, forms, reports, and other materials and work product) being developed for or delivered to you as part of the Services.

"Intellectual Property Rights" means all patents, copyrights, moral rights, database rights, design rights, and rights in trade secrets and know-how, all other intellectual property and proprietary rights, all other equivalent or similar rights which may arise or exist anywhere in the world, in each case, whether registered or unregistered, and all applications for any of the foregoing rights.

"Laws" means any applicable laws, rules, regulations, guidelines and other legally binding measures issued, administered or enforced by any Authority, as they may be amended from time to time.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, self-regulatory organization, regulatory authority, or other governmental authority.

"Privacy Laws" means all Laws governing the collection, use, disclosure or protection of personal information.

"Professional Services" means any services other than Services which Thentia or its Affiliate has agreed to provide to you under a written agreement between the parties.

"Third Party" means a Person other than Thentia, you, or our respective Affiliates.

"Third-Party Applications" means applications, integrations, services, or implementation, customization and other consulting services related thereto, provided by a party other than Thentia that interoperate with the Services.



PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703) 871-8505 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

Chris Bateman Executive Director Nevada State Board of Dental Examiners 2651 N Green Valley Pkwy Ste 104 Henderson, NV 89014 USA Jordan Leiter Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190 TO: FROM: EMAIL: EMAIL: chrisbateman@dental.nv.gov Jordan.Leiter@carahsoft.com PHONE: PHONE: (702) 486-7044 (571) 662-4214 FAX: (703) 871-8505 TERMS: QUOTE NO: NASPO Master Contract Number: AR2472 38717382 NASPO Master Contract Number: AR24/2
Additional Terms: Nevada Participating Addendum
Contract Term: 06/15/2017 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply QUOTE DATE: 04/17/2023 QUOTE EXPIRES: 05/17/2023 RFQ NO: SHIPPING: TOTAL PRICE: GROUND \$71,931.60 TOTAL QUOTE: \$71,931.60 LINE NO. PART NO. DESCRIPTION QUOTE PRICE QTY EXTENDED PRICE A license to access Thentia. This license applies to licensors and licensees. 1,000 - 5,000 users Thentia USA Inc. - ThentiaCloud02 ThentiaCloud02-491 \$1.45 COOP 4134 \$71,931.60 SUBTOTAL: \$71,931.60 TOTAL PRICE: \$71,931.60 TOTAL QUOTE: \$71,931.60

lient agrees to the terms and conditions outlined in Thentia USA Inc.'s End User License Agreement which can be found at https://thentia.com/eula/oo Statement of Work for details

CONFIDENTIAL PAGE 1 of 1

QUOTE DATE: QUOTE NO: 04/17/2023 38717382

carahsoft. Statement of Work

1.	Ove	erview	3
	1.1.	Statement of Work	3
	1.2.	Overview	3
•	1.3.	Project Objectives	3
2.	Fee	es	4
2	2.1.	Additional Definitions Relevant to Fees	4
2	2.2.	Applicable Fees for this Agreement	4
2	2.3.	Payment Terms	4
3.	Sco	ppe of Project	5
(3.1.	Additional Product Assumptions	. 10
;	3.2.	Project Completion	. 10
4.	Pro	ject Activities	11
4	4.1.	Project Description	11
4	4.2.	Project Team and Stakeholder Responsibilities	. 11
4	4.3.	Project Phases, Activities and Deliverables	. 13
4	4.4.	Support and Escalations During Onboarding	21
4	4.5.	Exclusions	. 22
4	4.6.	Project Schedule	22
4	4.7.	Client Responsibilities	. 22
4	4.8.	Assumptions	. 23
5.	Pro	ject Management and Software Delivery Methodology	. 24
į	5.1.	Communications	24
į	5.2.	Quality Assurance	24
	5.2.	.1. Testing Approach	. 24
ţ	5.3.	Data Upload	. 25
į	5.4.	Training	27
į	5.5.	Support	. 28
	5.5.	1. Service Levels	. 29
	5.5.	2. Incident Response and Resolution.	30
į	5.6.	Change Management	32

6.	Sig	nature	3
	5.8.	Customer Success	.3
	5.7.	Change Request Rates	.3

1. OVERVIEW

1.1. Statement of Work

Carahsoft Technology Corp. ("Carahsoft" or "Contractor") is pleased to provide the following Statement of Work ("SOW") to the Nevada State Board of Dental Examiners ("Client"). This SOW incorporates by reference the terms of the Master Services Agreement dated of even date herewith between the parties ("MSA"), together with this SOW, referred to as the Agreement. This Agreement is by and between Carahsoft Technology-Corporation and the Nevada State Board of Dental Examiners dated _______("Effective Date"). Unless-otherwise defined in this SOW, capitalized terms used in this document shall have the meanings given to such terms in the incorporated EULA.

Thentia USA Inc. ("Thentia") shall provide and deliver to Client deliverables and services as set out in this SOW. Client acknowledges that Thentia may incorporate pre-built components and pre-existing software packages into deliverables to be developed under this SOW.

This SOW represents the complete-baseline for scope, services, service deliverables, and acceptance applicable to this project. All-changes to this document will be managed in accordance with the change management process described at section 5.6 belowAny changes to the scope of work aside from regular change management described herein shall be accomplished through contract amendment approved by the Nevada State Board of Examiners.

1.2. Overview

Client has engaged Thentia to provide the Thentia Cloud Software-as-a-Service Product ("Thentia Cloud"). Thentia will provide Thentia Cloud configured in accordance with industry best practices as an implementation project.

1.3. Project Objectives

The objectives of this project include:

- Implementation of Thentia Cloud configured as per the Client approved Solution Package
- Upload of existing Client data into Thentia Cloud
- Training of Client staff
- Transition to Customer Operations Support and connecting Client to Service Desk

2. FEES

2.1. Additional Definitions Relevant to Fees

- a. "Annual Per-Registrant License Fee" means \$17.40 (i.e., \$1.45 per license per month multiplied by 12).
- b. "Contract Year" means initially, the period commencing on the Effective Date and ending 12 months following the Effective Date, and thereafter, each successive 12-month period during the SOW Term.
- c. "Rates Increase" means an increase by an amount that is the greater of (i) 2% and (ii) the increase in the annual U.S. Consumer Price Index (all-items) as published by the U.S. Bureau of Labor Statistics.
- el.c. "Registrant" means a Person registered with or licensed by the Client regulatory body in any respect but excludes Persons that were formerly registered with or licensed by the Client regulatory body but have since retired, resigned or otherwise cancelled or had their license or registration terminated.

2.2. Applicable Fees for this Agreement

Active Licenses	Price Per Active License Per Month	Annual Agreement Cost
4,134	\$1.45	\$71,931.60

Professional Services / Project Fees	One-Time Cost
Professional Services / Project Fees	\$ 0

One-Time Cost	One-Time Cost
Support Services	\$0

Change Request Fees	Per Hour
Change Requests (Additional Professional Services)	\$225.00

2.3. Payment Terms

- a. This SOW and any invoice delivered by Carahsoft to Client will include all the payment terms for fees payable by Client to Carahsoft.
- b. Fees are payable by Client to Carahsoft annually in advance in accordance with this subsection.

- c. In respect of the first Contract Year, Carahsoft will issue an invoice to Client on the date hereof in an amount equal to \$71,931.60 (covering at \$1.45 per license per month), which is the product of (i) the number of Registrant licenses on the first day of such contract year, multiplied by (ii) the Annual Per-Registrant License Fee.
- d. In respect of each Contract Year thereafter, within the first month of each such Contract Year, Carahsoft will issue an invoice to Client for fees for an amount that is equal to the product of (i) the number of Registrant licenses on the first day of such Contract Year, multiplied by (ii) the Annual Per-Registrant License Fee.
- e. Client shall pay all invoiced fees set out in this Agreement within 30 days of its receipt of the invoice.
- f. Client understands that its right to use the Services is limited by the number of Registrant licenses Client has paid for. All fees are based on the number of Registrant licenses purchased and there shall be no fee adjustments or refunds for any decreases in usage of the number of Registrant licenses during any Contract Year.
- g. All fees for any professional services to be paid by Client and associated payment terms will be set out in this SOW. Professional Services Fees may be calculated on a time and materials basis at the rates specified in the applicable SOW, on a fixed fee basis or on such other basis as may be specified and agreed in a particular SOW. Any change or adjustment in rates or billing must be accomplished through contract amendment.
- h. No more than once per calendar year following the first anniversary of the Effective Date, Carahsoft may apply an annual increase to Change Request fees. Carahsoft will provide Client with prior written notice of each applicable Rates Increase.

i.h. All amounts referred to herein are denominated in U.S. dollars.

Commented [HW1]: Rates cannot change without a contract amendment.

3. SCOPE OF PROJECT

Thentia Cloud provides a number of features that can be enabled for Clients as needed to meet their specific requirements. The following are the product features that will be provided as part of this implementation.

Product Feature	Included
Applicant Portal The web portal used by applicants to establish an account with the regulatory body and apply for a license.	Configuration of the Applicant Portal to support the following types of applicants for individuals: Dentist - Initial Application Dentist Specialty Restricted Resident Limited Instructor Limited Supervisory Limited

 Dental Hygienist Restricted Instructor Limited Dental Therapy - Initial Application Dental Therapy **Licensee Portal** Configuration of the Licensee Portal to The web portal used by existing support the following types of individual licensees/registrants to view and licensees/registrants: update their profile, register and report on continuing education activities, **Dentist - Renewal Application** make payments, renew their license and download wallet cards. Dentist Specialty Restricted Resident Limited Instructor Limited Supervisory Limited Dental Hygienist - Renewal Application Dental Hygienist Restricted Instructor Limited Dental Therapy - Renewal Application **Dental Therapy Public Register Portal** Configuration of standard Portal The public-facing licensee/registrant functionality included. database with searchable records displaying the licensee's profile including authorizations, public notices and any other information required by legislation. Public Register Portal allows the public to search for status of the licensee or business and displays disciplinary actions and licensee history.

Dental Hygienist - Initial Application

Inspector Portal Case management solution to accommodate site assessors, designed to accommodate the process of scheduling inspections, collaborating, and collecting data on subjects.	Configuration of facility-based inspections for the following processes: Initial Inspection Re-Inspection Unscheduled Inspection Configuration of an inspection associated with an entity/facility application
Online Complaints Portal Members of the public can submit a complaint about a licensee and detail specific information related to the complaint in support of any investigatory needs.	Configuration of the standard online complaint intake form for complaints about a licensed licensee or entity
Business Portal	Configuration of the Business Portal to support the following types of licensees/registrants. Initial Application: • Facility License Renewals: • Facility License
Workbench Portal The administrative back-office used by Client staff to manage licensees and configuration of Thentia Cloud. The Workbench Portal provides access to the functional Modules outlined in this table.	Configuration of standard functionality for the Modules: Governance Module Communications Module Continuing Education Module Complaints Module Register Module Finance Module Configuration Module Security Module Analytics Module
Governance Module Provides the ability to track board members and their membership terms, as well as the ability to serve as a	Member records can be created to create committees. A separate document repository is also available to committees. Case dispositions related

document repository for board members to access.	to the committee can also be managed within the Governance Module. Board meetings are also included in the module. Meetings can be scheduled, with meeting invites sent from the system itself, including agenda, web and teleconference joining options. Meeting notes can be recorded about a meeting while it is in progress, including start and end times, attendance, quorum, facilitator, recorder, and timekeeper, and notes about the meeting. Motions and votes can also be recorded.
Communications Module Ability to send mass emails to customizable lists of licensees	Our team can configure bulk transaction emails. Transactional emails and letter templates are configurable. Client to provide one email template per transaction scenario.
Continuing Education Module The Continuing Education Module allows the configuration of credit/hour based continuing education programs by license type. This includes whole program requirements as well as categorical requirements. Additional continuing education can be configured for authorizations, should that be required.	Configuration of the Continuing Education Module to support the following types of continuing education: Hours completed, type of education, provider of education, dates, total required hours according to license type
Complaints Module Ability to manage incoming complaints and case management for ongoing investigations.	Configuration of the Complaints Module includes: Complaint Types Case Stages Case Categories Case Statuses Disposition Types Disposition Statuses Public Notice Types
Register Module Ability to manage individuals or businesses, including applications,	Configuration of the Register Module is included.

renewals, change requests and all other registration matters pertaining to an individual or business.	
Finance Module Ability to manage fee schedules, creation of invoices and payments.	Configuration of the Finance Module includes: • Fee Items
Configuration Module Allows for the management of configurable components within Thentia Cloud. This includes branding, contact information, license types, application types, required documents, navigation items, string resources, inspection checklists, payment processors, certificate & wallet card templates, lists, and more.	Access to the Configuration Module can be granted to super users on a case-by-case basis.
Security Module Ability to manage staff user credentials and privileges with Role Based Access Control (RBAC)	Configuration of the Security Module is included. This module Includes the configuration of internal users, user groups and role-based access control for each.
Analytics Module Write and execute SQL queries on any data point in Thentia Cloud. The Analytics Module also enables the export of data, visualizing the information in graphics, and assembling graphics and queries into dashboards.	Predefined reports provided as part of the product – Please see <i>Attachment A</i> for report listing. Clients can create their own reports using SQL queries within the Analytics Module. All data within the product is exposed for use within the Analytics Module. All reports can be exported to CSV or Excel format.
Integrations Ability to send messages (API Calls) based on triggered events within the system to an external API and/or receive messages from external systems.	Payment processor • Assumes payment processor is one of the following payment providers: authorize.net
Data Extracts	• N/A

Product features that are currently not in scope can be added as a Change Request or separate project and are not included in the scope of this project.

Additional features may be added as part of the ongoing enhancement and management of the Thentia Cloud product. As features become available, they will be categorized as follows:

- 1. General features/functionality that do not require configuration.
 - Client receives these automatically at no additional cost if Client is on the latest version of the
 Thentia Cloud product. (Examples: new reports, usability updates to interfaces, etc.)
- 2. Features/functionality that require services to configure to meet Client requirements.
 - These additional services can be added as a Change Request or a separate SOW and are not included in the scope of this project. (Examples: new portals, new modules)

3.1. Additional Product Assumptions

The following are additional product assumptions that impact the implementation of features:

Accessibility

• Must meet compliance standards including but not limited to WCAG Level AA.

Browser Support

All applications must run on modern W3C compliant browsers, including tablet and mobile device
platforms such as Apple and Android. These browsers include, but are not limited to, current and the
three last versions of Firefox, Opera, Google Chrome, Microsoft Edge and Safari.

3.2. Project Completion

The project will be considered complete when any of the following are met:

- All of the service deliverables identified as in-scope within this SOW have been completed, delivered and accepted or deemed accepted, including approved Change Request Forms; or
- 2. A signed Project Completion Form has been received from the Client; or
- All Level 1 and 2 application defects discovered during the User Acceptance Testing ("UAT") phase have been fixed during the UAT phase and code delivery has been validated by the Client within 10 days of delivery; or
- 4. The solution is in functional use either internally or externally; or
- 5. This agreement is terminated pursuant to the provisions of the agreement.

4. PROJECT ACTIVITIES

The following describes the activities that will be performed, and the deliverables provided as part of the project.

4.1. Project Description

Thentia will onboard and collaborate with Client to initialize, configure and launch Thentia Cloud for the designated Client organization. As part of the project, Thentia will upload Client's data and provide training services to prepare Client for launch. Thentia will also provide transition to post-launch maintenance and ongoing Client support services provided by the Thentia Service Desk and Thentia Customer Success Team.

The project will be managed based on industry standard project management and software delivery methods as described in this section.

4.2. Project Team and Stakeholder Responsibilities

Role	Responsibilities		
Client Roles			
Project Sponsor	 Reviews and approves documents and deliverables Participates in workshops to collect and document the scope details Participates in meetings as required Participates in the training and UAT activities Serves as a subject matter expert for business goals/value 		
Subject Matter Experts	 Participates in meetings as required Participates in design of business processes Performs data mapping in the Thentia Data Mapping Template Conducts data clean-up to ensure the data is accurate and up to date Executes UAT 		
Thentia Roles			
Customer Success Manager	 Owner of overall Client relationship Stakeholder in Client implementation project 		

	Point of escalation on relationship matters during implementation project
Program Manager	 Provides program level oversight and expertise Point of contact for external oversight committees, if applicable Point of escalation on project related matters during implementation project
Project Manager	 Actively manages, communicates, and mitigates project risks / issues and escalates when necessary Manages sponsors, stakeholders, and team expectations throughout the project Provides detailed project planning documentation (risk management log, status reports, schedule, etc.) Responsible for managing the execution of all project milestones/deliverables Provides leadership and actively manages the project team resources within the confines of the project Manages project scope and escalates issues and risks where necessary
Project Coordinator	 Assists the Project Manager with the coordination of resources, meetings, and information
Regulatory Consultant	Provides subject matter expertise on regulation and/or regulatory processes
Analyst/Implementation Specialist	 Leads the workshops to define the scope for the project Works closely with Client to ensure the project meets business needs Configures the system in alignment with the signed-off Solution Package Supports Client during training, UAT and launch activities
Trainer	 Provides eLearning modules to Client Analyzes training needs with client Coordinates with client to schedule training

	 Conducts required training on Client configuration before UAT Documents training feedback from Client
Technical Architect	 Provides enterprise integration with external systems Designs custom architecture and technical solutions, if required
Quality Assurance	 Performs quality assurance/functional testing Executes smoke testing Executes penny testing (payment processor)

4.3. Project Phases, Activities and Deliverables

Activity	Details	Thentia Key Activities	Client Key Activities
Phase 1: Planning	and Initiation		
Kick-Off Meeting	The purpose of the Kick-Off meeting is to facilitate introductions, review and confirm the scope of work, align on the implementation approach and roles and responsibilities, and review the high-level timeline. NOTE: The timeline will be rebaselined once the Solution Package is	Introduction s Review scope of work Review roles and responsibilities Review implementation approach Review high-level timeline Provide link to eLearning Modules Next Steps	 Introduction s Confirm Scope of Work Confirm Client responsibilit ies Approve high-level timeline Approval to proceed

	signed-off by Client as part of Phase 1.		
Collecting Information/Sam ple Data	Thentia will provide links to secure folders where Client can upload: Relevant documentat ion regarding current applications , workflows, etc. Sample Data Payment processor information Templates for certificates and wallet cards. Client will need to review and make desired updates. NOTE: Sample data must be a representation of the full dataset in the Client's current system. This robust dataset will enable Client to confirm during UAT that data is being loaded	 Provide access to secure folders Deliverable - Provide Thentia standard Data Dictionary and Thentia Data Mapping Template to Client 	 Deliverable Provide documentat ion and templates via the secure folders Deliverable Provide payment processor information via the secure folders Perform data mapping Deliverable Provide sample data in the Thentia required format and template via the secure folders

	properly into the Thentia Cloud system. Sample data is not the final dataset and should not be considered the final dataset, in part or in whole.		
Solution Package	Thentia will create a solution document ("Solution Package") that fully outlines the scope that will be delivered. This document is signed off by the Client before configuration begins.	Schedule and facilitate workshops to document scope Deliverable – Solution Package	 Participate in workshops and collaborate with Thentia team to identify scope Review and sign-off on Solution Package
Detailed Project Timeline	The Detailed Project Timeline will be created once Client has signed off on the Solution Package and scope is agreed upon. Client will approve the Detailed Project Timeline and the project plan will be re-baselined for progress measurement and status tracking for Phase 2 and 3 of the project.	Deliverable Detailed Project Timeline Re-estimate schedule and cost based on any new requirement s identified — this will follow the Change Managemen t process outlined in section 5.6	Review and approve Detailed Project Timeline Formal sign-off of any change requests to update budget and timelines, if required

Phase 2: Execution	n		
Configuration	Configuration of the environment is completed using an iterative approach. Client collaboration during the configuration process is critical for implementation success.	Iterative solution configuratio n based on Solution Package Configure integrations as required, including payment processor integration Create data extracts as required Deliverable — Working Thentia Cloud system	 Participate in configuration n workshops and provide feedback to project team Deliverable - Provide documents for email and letter templates Deliverable - Provide credentials for integrations as required via the secure folders
Data Upload – Sample Data	Thentia will upload Client sample data into the sandbox environment.	Upload Client provided sample data	 Validate sample data upload into sandbox environmen t Correct data and data mapping file as required Deliverable - Sign-off on sample data upload via the UAT sign-off form (post

			UAT completion)
Testing	Client will be required to complete User Acceptance Testing (UAT). Our iterative approach includes multiple user acceptance test cycles as the portals and modules are configured. This allows Client to engage with the solution much earlier in the implementation process and builds a solid foundation of solution understanding. • Client will have access to a sandbox environmen t for UAT. • Client will be required to complete the eLearning Modules and participate in training on Client's specific configuration with a Thentia	QA testing Deliverable Test Exit Report Deliverable UAT Guidelines Deliverable UAT Feedback Tracker	 Execute User Acceptance Testing Participate in daily UAT status meetings to proyide progress status and feedback details to the project team Complete the UAT Feedback Tracker daily for review in the UAT status meetings Sign-off on User Acceptance Testing – this includes functionality and data upload sign-off

	trainer before UAT begins. Thentia will complete the following testing as part of Phase 2: QA testing - This test is to validate that portals and modules are working in the sandbox environmen t ahead of Client UAT.		
Training	Please see the Training section for additional details. Training happens in alignment with implementation for each portal and module as they are configured. Client will be trained on the portal or module ahead of the associated UAT cycle. Client will complete the eLearning training modules ahead of the instructor led training before UAT.	eLearning module support Training needs analysis Training facilitation Training evaluation	 Deliverable complete eLearning modules Participate in training sessions throughout the Execution phase Provide feedback via the training evaluation

Phase 3: Launch	and Project Closure		
Deployment Planning	Preparing to deploy to the Production environment	Deployment Plan	 Confirm freeze dates and communicat e to user base, if applicable
Data Upload – Final Data	Thentia will upload Client final data into the production environment. Final data is the full dataset from the Client system that will be uploaded into the production Thentia Cloud environment. This full dataset must be generated immediately prior to launch as the Client's current system may need to be frozen for the transition to Thentia Cloud.	Upload Client provided final data	Deliverable Provide final data in the Thentia required format and template via the secure folders
Testing	Thentia will complete the following testing as part of Phase 3: • Smoke test - This test occurs after Thentia loads the Client provided	Smoke TestPenny Test	 Validate Production Environmen t

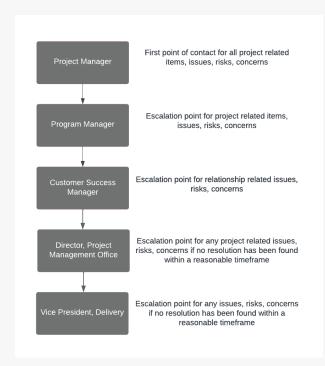
	final data into the production environmen t. The QA Team will test the functionality and ensure all is functioning properly before launch. • Penny test – A penny test is conducted in the production environmen t to test the connection between Thentia Cloud and the payment processor. The transaction is submitted for a penny.		
Go Live	Configured system will be launched to production.	 Production Deployment 	 Confirm Go Live completion Notify user base as required
Post Go Live Transition	Thentia's project team will transition Client to Thentia Service Desk.	Transition to Support team after launch to production	Participate in transition meetings

Project Closure	Customer Success Manager becomes the main point of contact for Client. Project is formally closed.	Project closure	 Sign-off on project closure
-----------------	--	-----------------	---

4.4. Support and Escalations During Onboarding

The Project Manager will attend to any questions, comments, or concerns during the project. Thentia will be available to help address all issues during implementation. Escalation process during implementation:

Escalation may be initiated by Client or by Thentia. Three business days are required between an
escalation request and a response or resolution from the next individual in the escalation pathway.



4.5. Exclusions

The following are <u>not</u> included in the scope of this project:

- Updates to the Client's public facing website or other websites not part of the Thentia Cloud product
- Ongoing training and change management after the launch of the Thentia Cloud product
- General information technology consulting services, cloud migration, analytics-as-a-service
- Adding, configuring and/or changing user permissions and access rules
- Cleaning up or correcting data, performing data mapping
- Any item not specifically listed as in-scope

4.6. Project Schedule

The project is estimated to take 32 weeks in duration.

NOTE: The Project start date will be mutually agreed upon by Thentia, Carahsoft and Client following receipt of Client payment.

Project Phase / Deliverable	Duration (weeks)
Phase 1: Planning and Initiation	8
Phase 2: Execution	20
Phase 3: Launch and Project Closure	4

If there are any delays in the sign-off of the project and the project start date is delayed, the remaining delivery dates will be shifted in accordance with the delay. Changes to the duration of the project will be handled through the Change Management process.

NOTE: The above durations are estimates. The high-level project plan will be created in Phase 1 of the project and reviewed with Client as part of the kick-off meeting. Once the Solution Package is signed off by Client, a Detailed Project Timeline will be created and approved by Client. The schedule will then be baselined for Phase 2 and 3 of the project.

4.7. Client Responsibilities

The following is a list of Client responsibilities required for this Agreement. Thentia and Carahsoft have established the schedule and pricing for services by thoughtfully considering the items below. If an item identified below does not occur in the expected manner or within reasonable time frames, such circumstance may constitute a change that will require an adjustment to the schedule and/or price.

- Procurement of software licenses as required
- Participation of stakeholders in scheduled workshops, training sessions, etc.

- Provision of sample and final data in CSV format and adhering to the Thentia Data Mapping Template
- Execution of UAT
- Complete or accurate details provided in the workshops
- Timely sign-off on the Solution Package
- Accurate data file(s) poor data / missing information or deviation from the Thentia Data Mapping
 Template may require additional time and cost to address / resolve
- Timely delivery of necessary information Delays in responses, cancellation of scheduled meetings,
 User Acceptance Testing and other related feedback/information.
- Management of 3rd party stakeholders or vendors in alignment with the project plan timelines
- Responsibilities as outlined in section 4.3 above

4.8. Assumptions

- Active Client participation for Solution Package and configuration workshops, as well as during portalbased training and UAT.
- Resources (noted in this section 4) will be available by both Client and Thentia to adequately implement
 the product within the mutually agreed timelines.
- All test cases will be prioritized; priority levels will be mutually agreed upon in accordance with the
 project schedule.
- Client will follow Thentia guidelines for documenting issues during the UAT phase of the project in order to ensure that issues are clearly documented for resolution by the Thentia team.
- Timely delivery of any dependent material from Client in accordance with the project schedule. Any
 delays resulting from waiting for delivery of dependent material may impact the project timeline and
 require revisions to estimates.
- Thentia Cloud product functionality is available at the time configuration activities start. If there are any
 product features that are yet to be released that Client is dependent upon, the schedule will be
 updated to reflect this product release dependency.
- Documentation will adhere to Thentia documentation templates and standards.
- Data will be provided by client within agreed upon timelines and will adhere to the Thentia Data Mapping Template (CSV format).
- Coding standards applied will adhere to Thentia coding standards.

5. PROJECT MANAGEMENT AND SOFTWARE DELIVERY METHODOLOGY

5.1. Communications

The following are the types of communications provided by the Thentia Project Team:

Communication	Frequency	Goal	Owner	Audience
Kick-Off Meeting	Once	Introduce the Project Manager and implementation team. Review Objectives.	Project Manager	Project SponsorProject TeamStakeholders
Status Report	Weekly	Review implementation status and discuss any potential issues or risks.	Project Manager	Project SponsorProject TeamStakeholders
Project Evaluation	Post-Go- Live	Gather feedback and discuss next steps for Customer Success check-ins.	Customer Success Manager	Project SponsorProject TeamStakeholders

5.2. Quality Assurance

Thentia adopts an iterative approach to ensure a high level of quality during the configuration, testing and final delivery of its service.

5.2.1. Testing Approach

Onboarding Configuration Team

- Configures each portal and module in accordance with the signed-off Solution Package
- Conducts unit and system tests

Resolves variances, as needed

QA Team

- The QA Team will execute test scenarios using test cases, recording the results 'Pass or Fail'
- If the test fails, a 'Bug' ticket is created and assigned to the configuration team
- Re-test defects, re-assigns to the project team if not resolved
- QA continues with the testing until each test scenario has achieved a score of 'Pass'

User Acceptance Testing (UAT)

- Thentia will provide UAT guidelines to Client to guide the test cycle
- Client will have access to a sandbox environment to perform user acceptance testing
- Client and Thentia project team will meet daily during UAT to review Client progress and discuss UAT issues/findings
- Thentia will review and adjusts the configuration as needed based on the details reviewed and agreed upon in the daily UAT meeting
- Client continues testing until all test scenarios are completed and defects have been resolved or acceptable workarounds are in place.

5.3. Data Upload

Data upload is the process of uploading the data provided by Client in the Thentia template and format into Thentia Cloud. The process involves Client cleaning of the data, assessing the data quality, and mapping the source to the target. Thentia will load the data into Thentia Cloud and perform verification procedures to ensure data has uploaded correctly.

Thentia will provide Thentia's Standard Data Dictionary and Data Mapping Template to Client. Client will complete the Data Mapping Template and send to Thentia in Thentia's standard format (CSV) for review via secure folders.

Sample data:

- is a representation of the full data set in the Client's current system. This robust data set will enable Client to confirm that data is being loaded properly into the Thentia Cloud system.
- Sample data is not the final data set and should not be considered the final data set, in part or in whole.
- Attachments and images are considered part of data for migration and must contain an identifier to link to the correct licensee record.
- If sample attachments and images are available, these can be included in the sample data upload into the sandbox environment.
- Production attachments and images must not be uploaded to the sandbox environment due to Thentia's sensitive data protection policies.

Final data

- is the full data set from the Client system that will be uploaded into the production Thentia Cloud environment.
- This full data set must be generated immediately prior to launch as the Client's current system may need to be frozen to for the transition to Thentia Cloud.
- Attachments and images are considered part of data for migration and must contain an identifier to link to the correct licensee record.

The following is a summary of events to ensure the quality of data:

- Client to map all data and fill in the Thentia Data Mapping Template and send the file to Thentia via secure folders.
- 2. The Thentia implementation team will load the data into Thentia Cloud and identify any data issues
- 3. Discuss and review any data issues found with Client; Client to resolve issues and provide an updated data mapping file to Thentia
- 4. Repeat steps one (1) through three (3) until all the data is accurate and loaded successfully
- 5. Client will have access to the sandbox environment to conduct data testing as part of the UAT cycles

Client owns the data and the accuracy of the data mapping file. No data changes will be made by Thentia. If the data quality is poor (i.e., data is missing values or information is incorrect) during the data upload, it may impact the project schedule and potentially alter or delay the launch date as well as incur additional costs for Client.

The following table outlines the responsibilities for completing each activity.

Data Activity	Thentia Key Activities	Client Key Activities
Cleaning and preparing source data	 Provide Thentia Standard Data Dictionary and Thentia Data Mapping Template to Client 	 Clean-up of the source data (i.e. duplicate email or home addresses)
Data Mapping	Answer questions as required to a maximum of 20 hours	 Map all data in the Thentia Data Mapping file, adhering to the template and provide the file to Thentia in the format of Excel (CSV). Define business rules, if applicable

Load the Data and Validate	Load the data into the sandbox environment Identify any data issues	 Clean-up the data, as required Review and update business rules, as required Resolve data issues Update data mapping file as required
User Acceptance Testing (UAT)		Conduct data testing during UAT to ensure the data is as expected Sign-off on data upload as part of UAT sign-off

5.4. Training

Just-in-time instructor led learning will take place before Client UAT begins so information learned is applied almost immediately. Reference materials are provided to assist users as they work in the platform.

When and Where: Training typically starts five to seven (5-7) weeks before the set go live date and occurs online, both as eLearning modules and a minimum of 1 session with a trainer before Client begins UAT in the sandbox environment, and a minimum of 1 session after go-live. Please note that in-person training will require additional fees not included in this Scope of Work.

Training sessions with trainers are between 1-1.5 hours each. If there are additional portals or modules configured (i.e. inspections, schools), Thentia will provide access to eLearning modules and will assess learning needs for the additional portals or modules for a possible trainer led session.

Schedule: A schedule will be completed once a trainer is assigned. Thentia will work with Client to ensure all users have access to the eLearning modules and that trainer sessions are offered at a time when most users can attend. Please note trainings will also be recorded and subsequently provided to Client.

Additional Materials: All trainer sessions are recorded and provided to Client for continued use. Client will also receive early and ongoing access to eLearning modules, quick-reference guides, access to how-to videos, and FAQ sheets.

Who: Thentia can deliver training to the audiences of Client's choice.

Agenda: The agenda will be determined based on Client needs, which can be role based (see topics below) if required

Role	Topics
All	OverviewLogin ProcessNavigation and Common Elements
Administrator	All topics
Accounting	InvoicingPaymentsFinancial Reports
Licensing	 Applications Renewals Continuing Education Document Requests Name Change Requests
Compliance	Online ComplaintsCase ManagementPublic Notes

5.5. Support

The Service Desk will receive and direct services requests and triage, prioritize, and escalate Client requests for incidents and technical issues related to the use of the Software and address technical and configuration issues that may arise. If the Software does not operate in accordance with the Software Features, or has any other operational defect, limitation, failure or deficiency, Client's sole and exclusive rights and remedies in respect of such shall be the provision of the Support Services and Thentia shall not be liable to Client for damages of any kind or nature.

Thentia offers customer support via the Portal, Email, and phone. The Portal will be the main source of support; all items logged over phone and email will be converted to a task ticket within the Portal. The Client will be able to track the progress and communication around task tickets via the portal.

Ticket Submission. Requests submitted to the Service Desk must be submitted only by the Client authorized representatives as communicated to Thentia by Client. Tickets may be submitted through the Support Portal, by email to support@Thentia.com or by phone to 1 800 961 1549. Thentia requires Clients to file tickets via the Support Portal for requests submitted by email, as email can be marked as a phishing scam at the mailing server. Phone support is only for the rare instances where the Support Portal is down, and any requests submitted by phone will be converted to a ticket.

Submissions other than Incidents. All service requests may be submitted through the Service Desk. Service requests other than incidents, such as for training, change requests or new feature requests, shall be routed for

response and fulfillment to an individual designated for such purpose, at additional cost. The incident response process and target Initial Response and Resolution Time shall not apply to such service requests, and Thentia may direct Client to address such requests under a separate SOW if a request requires the provision of Professional Services

Portal: https://support.thentia.com

Email: support@Thentia.com*

Phone Number: 1 800 961 1549*

* Notes: Phone support is in the rare occurrence of system-down situations and will be converted to a ticket. Additionally, we require Clients to file tickets via the portal as email can be marked as a phishing scam at the mailing server.

Standard support hours are Monday through Friday 8:00 a.m. to 8:00 p.m. EST. excluding national holidays. For calls, emails, and task tickets logged outside of support hours, Client can expect a response the next day.

Support options within the Portal are categorized in the portal as "Bugs/Maintenance," and 'Support and Question". An overview of each is below.

- Reporting a Bug / Maintenance Support Maintaining functionality of the current system is free of charge. This is limited to troubleshooting and service restoration only. For this, select "Report a bug or Maintenance Support" in task ticket portal.
- Questions, Training, Clarifications For questions and clarifications select "Support and Questions."
 Additional support hours for questions, training, and clarifications will be offered at the rates in section

Only the Client's designated staff trained on Thentia software will have access to Thentia Support portal and be able to log a task ticket.

Support services cover only products purchased from Thentia Platform. Thentia Platform is not responsible in any case when service interruption results from the failure of products not delivered by Thentia Platform. This includes but is not limited to network infrastructure, interfaced legacy systems, monitors and other display devices, accessories, etc.

Support services does not provide direct support to end users.

5.5.1. Service Levels

Service Level. The target Software Availability service level for the Software production environment is 99.9% in the Measurement Period, measured by dividing the Software Availability minus Unscheduled Downtime by the Software Availability. Thentia will use commercially reasonable efforts to achieve the target Software Availability service level, however Thentia will not be liable to Client for any failure to meet the service level and any such failure shall not be a breach of the Agreement.

Maintenance Periods. Emergency maintenance may be performed at any time, as Thentia determines is required; provided emergency maintenance is deemed Unscheduled Downtime. During any time that Thentia provides notice that Scheduled Maintenance is required and agrees at the request of Client not to proceed, then such will be deemed a service level exception and Thentia will not be responsible for any failures that are the result.

Exceptions to Service Level Failures. Thentia will not be responsible for a failure to achieve the Software Availability service level to the extent such failure is caused by:

- a breach of this Agreement by, or an act, error or omission of, Client or other person that Client is responsible for;
- 2. an event of Force Majeure;
- services, systems, hardware, or software not provided by or the responsibility of Thentia or its subcontractors; or
- 4. actions taken by Thentia at the direction of Client where Thentia has notified Client that the action could result in a failure to meet the service level and Client has nonetheless directed Thentia to proceed with the applicable action.

5.5.2. Incident Response and Resolution.

An "**incident**" means any program defect, error, bug or other failure of all or part of the Software that results in the Software not conforming to, or performing in accordance with, the Software Features, as configured under this Agreement. Client's sole and exclusive rights and remedies in respect of any incident shall be the provision of the Support Services as set out in this Appendix and Thentia shall not be liable to Client for damages.

Incidents will be classified according to the priority level categories and descriptions set out in the table below and Thentia will use commercially reasonable efforts to respond and resolve all incidents within the target time frames set forth below.

Response time shall be measured from the log time with the Service Desk until provision of the Initial Response by Thentia. "Initial Response" means Thentia's initial communication back to Client: (a) acknowledging receipt of the incident ticket; and (b) which may include confirmation of the assigned severity level and a request for any additional information that has been identified as being required from the Client. For greater clarity, automatically generated emails are not considered as the Initial Response.

Resolution Time will exclude any time Thentia is waiting on Client to provide required requested information or assistance. Resolution of an incident may be achieved through the provision of a workaround. "Resolution Time" shall be measured from the incident log time with the Service Desk and shall conclude when the incident is resolved.

All incidents identified by Client must be communicated by Client to the Service Desk via the Thentia Cloud portal.

Client Responsible. Client will at the request of Thentia provide Thentia with all available information concerning reported incidents, including the conditions under which such incident occurred and will otherwise reasonably

cooperate with Thentia at the request of Thentia in connection with Thentia's diagnosis and resolution of incidents.

Incident Priority	Service Impact	Target Initial Response Time	Target Resolution Time
Priority 1 – Critical Critical Impact / System Down	Major failure impacting the entire system or multiple modules of the system. This may include: Network errors Database errors Software errors	1 hour, during Support Hours	1 - 4 hours, during Support Hours
Priority 2 – High Critical system issue actively impacting many customers' ability to use the product.	Major piece of functionality of the system not working as designed (portals, workbench): • A major functionality is broken or misbehaving. • Applicants are unable to register. • Active Registrants are unable to renew. • Unable to generate invoices • Payment processing not working. • Cannot log in, no passwords accepted.	2 hours, during Support Hours	2 - 24 hours
Priority 3 – Medium Minor issues requesting action but not impacting the customer's ability to use the product.	The issue is impacting the Authorized Users of the product somewhat and should be fixed when possible. • System is slow • Reporting problems • Problems with search functionality • Other minor bugs	1 business day	5-10 business days

Cosmetic issues and minor bugs not impacting the customer's ability to use the product. system, how should be fi possible • Text/s • Other issues • Require	ation and	1 business day	5-10 business days
---	-----------	-------------------	--------------------------

Escalation. Client may escalate incidents that are not responded to or resolved within the target timeframes or other service requests or any other concern as set out in this subsection as illustrated in the diagram below.



Escalation contact information will be provided to Client. Escalation contacts are subject to change on notice to Client.

Escalations can be completed either directly within the Service Desk or via e-mail to the designated contact. All initial problems are managed and responded to by an assigned Thentia representative.

Thentia will work diligently to resolve any outstanding requests or issues presented by Client. If an individual is not able to resolve or does not have the authority to resolve, the issue can be escalated to the next individual in the escalation pathway. Escalation may be initiated by Client or by Thentia.

One business day is required between an escalation request and a response or resolution from the next individual in the escalation pathway.

5.6. Change Management

During the ongoing engagement Thentia or Client, may request in writing additions, deletions, or modifications to the services described in this SOW (each a "Change") by submitting a written change request ("Change Request" or "CR") to the other party that describes the specific changes that are being requested and the reason for the change request. Thentia shall have no obligation to commence work in connection with any Change until the Change is agreed upon in a written "Change Request" signed by the designated Representatives from both

parties, entered into in accordance with the "Change Management Process" below. Any signed Change Request will be deemed to amend the SOW to reflect the changes set out in such executed Change Request.

Thentia Representative	Client Representative
Name:	Name:
Email Contact:	Email Contact:

Additional Notes:

- Change Requests can include any new feature, integration, custom report, or request that is not specifically provided as a product feature or as an implementation deliverable in this SOW. Change Requests can also include schedule and budget changes.
- Change Requests and New Feature Requests require a minimum of four (4) hours of total time, to ensure several task tickets can be grouped together prior to approving a change request that is billable.
- Only authorized users can request a Change Request or Feature Request.
- The Change Management Process is designed to ensure change details are clearly understood and communicated to both the Thentia and Client team. Additionally, the outcome of the process is to produce a course of action that both teams sign-off on.
- Thentia will use commercially reasonable efforts to minimize the additional cost and time associated with a change.
- The Client may not unreasonably withhold its consent to a Change Requst initiated by Thentia or withhold its consent to a Change necessitated due to a delay or failure of Client to perform its obligations under the SOW

The Change Management Process is as follows:

- Pre-launch, a Change Request (CR) is initiated by the Client or Thentia. Post launch, CRs will be discussed during Quarterly Business Review ("QBR") sessions. The Customer Success Manager will document and follow up with the customer post QBR session.
- 2. Thentia will (a) prepare a draft CR; (b) submit the draft CR to Client for approval. The CR provides an estimate of the time and cost associated with the CR and an analysis of the impact of the change.
- 3. Within three (3) consecutive business days following its receipt of the CR, the Client will either indicate acceptance of the proposed Change by signing the CR or advise Thentia not to perform the Change. In the absence of Client's acceptance or rejection within the specified time period, Thentia will not perform the proposed Change.

5.7. Change Request Rates

Change Requests will be documented for any scope changes. This includes enhancements to existing capabilities and requests for new capabilities, if necessary.

Please see rates and terms noted above at subsection 2.2.

5.8. Customer Success

Customer success is Thentia's top priority. Client's Customer Success Manager will be a stakeholder in Client implementation project to provide valuable knowledge to the implementation team around business goals that were outlined during the sales cycles. The transition from sales to implementation, and then implementation to customer support, will be assisted by the Customer Success Manager.

On at least a monthly basis, Client will receive communications from its Customer Success Manager.

The Customer Success Manager will set up a series of recurring meetings, including Quarterly Business Reviews to review Client's business goals for the upcoming period.

5.9. Additional Terms

5.9.1. WARRANTIES

By Thentia. Thentia represents, warrants, and covenants that the Services will function as described in the Documentation in all material respects.

Remedy. For any breach of our warranties under these terms, your sole and exclusive remedy and our entire liability shall be the correction of the deficient Services that caused the breach of warranty, or if we cannot substantially correct the deficiency in a commercially reasonable manner, you may terminate the deficient Services pursuant to the terms herein and we will refund to you the Fees for the terminated Services that you pre-paid to us in respect of the period following the effective date of termination.

By Client. You represent, warrant, and covenant that (a) you own all right, title, and interest in or has a license to all Client Data and has the right to, and has obtained from all applicable Persons all rights and consents necessary to, provide such Client Data to us; and (b) it has obtained all consents and provided all notices required under applicable Privacy Laws for the collection and use of all Client Data for the purposes of this EULA and any Thentia Agreement.

Warranty Disclaimer. Except for the express warranties set forth in this section 15, the services are provided "as is" and "as available" and Thentia and its affiliates and third party suppliers hereby expressly disclaim all warranties and conditions of any kind or nature, whether express, implied or statutory, including any implied warranties of merchantability, title, non-infringement, fitness for a particular purpose, that defects shall be corrected, that the services shall be free of viruses or other harmful components, or that access to the services and their use shall be uninterrupted or error-free, and all warranties arising from course of dealing, usage, or trade practice. All third-party materials are provided "as is" and any representation or warranty of or concerning any third-party materials is strictly between client and the third-party owner or distributor of the third-party materials.

Commented [HW2]: Covered in the state contract.

Commented [RV3]: What is this reference? Section 15 of the EULA?

5.9.2. LIABILITY

Exclusion of Certain Damages. In no event will Thentia or its Affiliates be liable to you or its Affiliates for any special, indirect, punitive, enhanced, incidental, consequential or exemplary damages, or any loss of profits, revenue, data, goodwill or reputation, or failure to realize expected savings, or any other economic loss, even if it has been informed of the possibility of these types of damages and notwithstanding the failure of any agreed or other remedy of its essential purpose. This exclusion of liability applies regardless of the cause of action, whether in contract or tort, including without limitation negligence and strict liability.

Liability of Liability. In no event shall the aggregate liability of Thentia and its affiliates arising out of or related to this EULA or any Thentia Agreement, whether under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, exceed the total amounts actually paid by client to Thentia for the services giving rise to the liability during the twelve (12) months immediately preceding the event giving rise to such liability_Liability_shall be as written in the State Services Agreement under the MA with Carahsoft.

5.9.3.5.9.1. OWNERSHIP RIGHTS

Thentia IP. As between Client and Thentia, Thentia owns and shall retain all right, title, and interest, including all Intellectual Property Rights, used in or to provide the Services, the Deliverables, the Documentation, Thentia's and its licensors' trademarks, service marks, logos, and other indicia of origin used in connection with the Services and all proprietary information and know-how of Thentia and its licensors incorporated in or used in the provision of the Services, and all updates, modifications, improvements, and derivative works of any of the foregoing (collectively, the "Thentia IP"). All right, title and interest, including all Intellectual Property Rights, in Thentia IP vests automatically and immediately in Thentia on creation. Thentia expressly reserves all rights in the Thentia IP. All use of Thentia's and its licensors' trademarks, service marks, logos, and other indicia of origin hereunder shall inure to the benefit of the owner thereof.

Client Data. As between Client and Thentia, Clients owns and shall retain all right, title and interest, including all Intellectual Property Rights, in Client Data. Client hereby grants to Thentia a limited, non-transferable, non-exclusive, worldwide, fully paid up, royalty-free sublicensable (to Thentia and its Affiliates, personnel, and subcontracts) license to, during the term of the applicable Thentia Agreement, use, copy, store, and display Client Data solely as necessary for the purpose of performing its obligations under this the EULA Service Agreement and any Thentia Agreement. Thentia shall have no obligation to check any Client Data for accuracy, adequacy, or completeness and may assume that all Client Data uploaded to the Services or provided to Thentia is accurate, adequate, and complete as submitted. Thentia will not be responsible for any error, omission, or damages caused by an inaccuracy, inadequacy, or lack of completeness with respect to such Client Data.

General. To the extent any right, title, interest or Intellectual Property Rights in any of the Thentia IP does not automatically and immediately vest in Thentia, you hereby irrevocably assigns, transfers and conveys (and shall cause to be assigned, transferred and conveyed), without reservation, and, to the extent necessary, agrees to irrevocably assign, transfer and convey, without reservation, to us, all such right, title and interest thereto and to

35

waive, or cause to be waived, all moral and similar rights therein and thereto in favor of Thentia. Client agrees to execute such documents and cause its employees, agents, and subcontractors to execute such documents as may be required to give effect to the ownership rights of Thentia as set out herein.

5.9.4.5.9.2. **TERMINATION**

Termination Rights. Either Party may terminate this Agreement or any SOW immediately upon notice to the other Party: (a) if such other Party is in material breach of this Agreement (including any SOW) and has failed to cure such breach within thirty (30) days after receipt of notice from the non-breaching Party describing the breach in reasonable detail (provided that this right is subject to any exclusive remedies described in this Agreement); (b) if such other Party has breached the Intellectual Property Rights of the terminating Party; (c) if such other Party (i) becomes subject to bankruptcy or insolvency proceedings, (ii) fails or declares its inability to pay amounts owed when they become due, (iii) causes the appointment of a receiver or custodian to take possession of its assets, or (iv) arranges with its creditors or applies to an administrator or court of competent jurisdiction for protection from its creditors; (d) on the occurrence of such other event or circumstance that gives rise to a right to terminate as expressly set out herein; or (e) a termination of any agreement between Client, on one hand, and Thentia or its Affiliate, on the other hand. A termination of this Agreement shall be deemed to terminate all SOWs then in effect. Termination shall be as written in the MA with Carahsoft.

Termination for non-payment. Carabsoft and/or Thentia may terminate this Agreement or any SOW immediately upon notice to Client if Client has failed to pay an amount payable under this Agreement when due, and such amount remains unpaid fifteen (15) days after Client's receipt of notice from Thentia that such amount has not been paid.

6. SIGNATURE

This Statement of Work ("SOW") incorporates by reference the terms of the End User License Agreement ("EULA"). Client's use of the Services is governed by the terms of the EULA and this SOW. By signing below, Client accepts and agrees to be bound and abide by the terms in this SOW and the EULA. The EULA and the SOW are together referred to as "the Agreement".

Nevada State Board of Dental Examiners	Carahsoft Technology Corporation
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:

Agenda Item 7(j):

Consideration Whether to Delegate Authority to the Board President and/or Executive Director to Make Decisions Regarding Litigation Concerning Actions or Proceedings in Which the Board or Any Member or Employee of the Board is a Party in an Official Capacity or Participates or Intervenes in an Official Capacity, Such a Delegation May Include Authority to Initiate Litigation, Settle Litigation or File an Appeal – NRS 631.190, NRS 241.0357, NAC 631.023 (f) (For Possible Action)

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 <u>1953, 363</u>] — (NRS A <u>1963, 150</u>; <u>1967, 865</u>; <u>1993, 2743</u>; <u>2009, 3002</u>; <u>2017, 989, 2848</u>; <u>2019, 3205</u>, effective January 1, 2020)

NRS 241.0357 Authority to delegate decisions regarding litigation. A public body may delegate authority to the chair or the executive director of the public body, or an equivalent position, to make any decision regarding litigation concerning any action or proceeding in which the public body or any member or employee of the public body is a party in an official capacity or participates or intervenes in an official capacity.

(Added to NRS by <u>2019</u>, <u>3618</u>)

NAC 631.023 Executive Director: Duties; bond. (NRS 631.160, 631.190)

- 1. The Executive Director shall attend all meetings and hearings of the Board and take minutes of the proceedings.
 - 2. The Executive Director shall keep in his or her office:
 - (a) The minutes of matters considered by the Board;
 - (b) The records of the Board's finances;
 - (c) The applications submitted to the Board; and
- (d) The records of cases in which the Board has denied an application, suspended or revoked a license or certificate, or taken any other disciplinary action.
 - 3. The Executive Director shall:
 - (a) Account for all money received by the Board;
- (b) Examine all applications for licensure and require that the approved forms are properly executed;
- (c) Ensure that the provisions of this chapter which relate to licensure are observed by applicants and licensees;
 - (d) Act as custodian of the Board's official seal;
- (e) Affix the seal to any document to be executed on behalf of the Board or to be certified as emanating from the Board; and
 - (f) Perform such other duties as the Board may direct.
- 4. The Executive Director must have a bond executed in the amount of \$250,000 to indemnify the Board for any loss of its money which is caused by his or her actions. The premium for the bond must be paid from the money of the Board.

(Added to NAC by Bd. of Dental Exam'rs, eff. 12-15-87; A 9-6-96; R169-01, 4-5-2002)