

NEVADA STATE BOARD of DENTAL EXAMINERS



BOARD TELECONFERENCE MEETING

WEDNESDAY, AUGUST 13, 2025

6:00 P.M.

PUBLIC BOOK

STATE OF NEVADA

JOE LOMBARDO
Governor



DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors

A.L. HIGGINBOTHAM
Executive Director

DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
NEVADA STATE BOARD OF DENTAL EXAMINERS

PUBLIC MEETING NOTICE & BOARD MEETING AGENDA

Meeting Date & Time

Wednesday, August 13, 2025
6:00 p.m.

Meeting Location

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

Video Conferencing/ Teleconferencing Available

To access by phone, +1(646) 568-7788

To access by video webinar,

<https://us06web.zoom.us/j/81358545257>

Webinar/Meeting ID#: 813 5854 5257

Webinar/Meeting Passcode: 789327

PUBLIC NOTICE:

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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.

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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 table it.

1. Call to Order

a. 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 specifically noticed on the agenda. No action may be taken upon the matter raised during the 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 to based upon viewpoint. The Chairperson may allow additional time at his/her discretion.

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

a. Request to Remove Agenda Item(s) (For Possible Action)

b. Approve Agenda (For Possible Action)

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

a. Approval/Rejection of Minutes – NRS 631.190 (For Possible Action)

- i. July 09, 2025 – Board Meeting**
- ii. July 14, 2025 – Infection Control Committee**
- iii. July 28, 2025 – Dental Hygiene, Dental Therapy, and EFDA Committee**

5. Executive Team Report: (For Possible Action)

a. Legal Actions/Litigation Update (For Possible Action)

- i.** Closed Session pursuant to NRS 241.030(1)(a) RE: Confidential Settlement Negotiations/Character and Fitness of Plaintiff

b. Review, Discussion and Possible Approval/Rejection of Remand(s) – NRS 631.3635; NRS 622A.170; NRS 622.330; NRS 631.190 (For Possible Action)

i. Review Panel 1

- 1. Case # 2487
- 2. Case # 2439
- 3. Case # 2484
- 4. Case # 2485

ii. Review Panel 2

- 1. Case # 2514

iii. Review Panel 3

- 1. Case # 2416
- 2. Case # 2466
- 3. Case # 2492
- 4. Case # 2542

c. Review, Discussion and Possible Approval/Rejection of Stipulation(s) – NRS 631.3635; NRS 622A.170; NRS 622.330; NRS 631.190 (For Possible Action)

- i.** Case # 2104
- ii.** Case # 2429
- iii.** Case # 2428
- iv.** Case # 2175
- v.** Case # 2217

- d. Review, Discussion and Possible Approval/Rejection of Authorized Investigation(s) – NRS 631.190 (For Possible Action)

- i. Dr. Z
- ii. Dr. Y

- e. Review, Discussion, and Approval or Rejection of Review Panel 3's Recommendation for a Formal Administrative Hearing - NRS 631.3635(4); R073-22 §§ 5 and 6 of LCB File No. R073-22 (For Possible Action)

- i. Case # 2230

6. New Business: (For Possible Action)

- a. Review, Discussion, and Possible Approval/Rejection of Advisory Opinions - NRS 631.190 (For Possible Action)

- i. Infection Control Compliance for Mobile, Pop-Up, and Other Non-Traditional Dental Services Locations

- b. Review, Discussion and Possible Approval/Rejection of the Revised Proposed Regulations for R083-24 Anesthesia Evaluation Regulations – NRS 631.190 (For Possible Action)

- c. Review, Discussion, and Possible Approval/Rejection of Temporary Anesthesia Permit – NAC 631.2234; NRS 631.190 (For Possible Action)

- i. Dr. Michael D. Pearson, DMD – Pediatric Moderate Sedation
- ii. Dr. Brennan Truman, DMD – Pediatric Moderate Sedation
- iii. Dr. Tiffany Lu, DMD – Pediatric Moderate Sedation
- iv. Dr. Amir Mossadegh, DDS – Moderate Sedation

- d. Review, Discussion, and Possible Approval/Rejection of 90-Day Temporary Anesthesia Permit Extension – NAC 631.2234; NRS 631.190 (For Possible Action)

- i. Dr. David Lee, DMD – Moderate Sedation

- 7. **Public Comment (Live public comment by teleconference):** This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. Comments by the public may be limited to three (3) minutes as a reasonable time, place and manner restriction but may not be limited based upon viewpoint. The Chairperson may allow additional time at his/her discretion.

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8. Announcements:

9. Adjournment: (For Possible Action)

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MEETING MINUTES

Meeting Date & Time

Wednesday, July 09, 2025
6:00 p.m.

Meeting Location

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

Video Conferencing/ Teleconferencing Available

To access by phone, +1(646) 568-7788

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Webinar/Meeting Passcode: 782263

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1. Call to Order

a. Roll Call/Quorum

Board Members' Present: Dr. Ron West (President), Dr. Daniel Streifel (Secretary-Treasurer), Dr. Joshua Branco, Dr. Lance Kim, Dr. Christopher Hock, Ms. Jana McIntyre, Ms. Yamilka Arias, Ms. Kim Petrilla, Dr. Joan Landron.

Board Members' Absent: Mr. Michael Pontoni, Esq., Dr. Ashley Hoban.

Board Staff Present: Director Higginbotham, General Counsel Barraclough, A. Cymerman, M. Kelley, L. Chagolla.

- 2. Public Comment (Live public comment by teleconference and pre-submitted email/written form):** The public comment period is limited to matters specifically noticed on the agenda. No action may be taken upon the matter raised during the 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 to based upon viewpoint. The Chairperson may allow additional time at his/her discretion.

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Allen Erenbaum, representing DialCare, expressed his interest in continuing the discussion about the teledentistry regulation agenda item.

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

- a. Request to Remove Agenda Item(s) (For Possible Action)

NA

- b. Approve Agenda (For Possible Action)

A motion to approve the agenda was made by Dr. Streifel, and it was seconded by Ms. Arias.

No discussion.

All members voted 'AYE'.

- c. Introduction of General Counsel Barraclough (For Informational Purposes Only)

Dr. West introduced Andrea Barraclough as new General Counsel for the Nevada State Board of Dental Examiners. Andrea started on Monday and is quickly getting up to speed in her role. Dr. West introduced her to the board and encouraged members to contact her with any questions or comments about ongoing work.

General Counsel Barraclough communicated she had sent comments about teledentistry and was available for further discussion.

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

- a. Approval/Rejection of Minutes – NRS 631.190 (For Possible Action)

- i. June 11, 2025 – Budget and Finance Committee Meeting
 - ii. June 11, 2025 – Board Meeting
 - iii. June 30, 2025 – Emergency Board Meeting

A motion to group and approve the meeting minutes was made by Dr. West, and it was seconded by Dr. Kim.

No discussion.

All members voted ‘AYE.’

5. Executive Team Report: (For Possible Action)

a. Legal Actions/Litigation Update (For Informational Purposes Only)

Director Higginbotham communicated that there are no updates at this time. General Counsel Barraclough will be going over current cases and anticipate that recommendations will be made to the board in the upcoming months.

b. Review, Discussion and Possible Approval/Rejection of Authorized Investigation(s) – NRS 631.190 (For Possible Action)

i. Dr. Z

A motion to approve authorized investigation was made by Ms. Arias, and it was seconded by Dr. Streifel.

No discussion.

All members voted ‘AYE.’

ii. Dr. Y

A motion to approve authorized investigation was made by Dr. Streifel, and it was seconded by Dr. Hock.

No discussion.

All members voted ‘AYE.’

iii. Dr. X

Dr. West communicated reservations about how this complaint/situation relates to the Dental Practice Act. Dr. West suggested that while it may have been poor judgment to remodel patient hours, this is not something the board has regulations regarding the complaint that would support an investigation. Dr. West communicated that he believed that this may be more of a topic for an OSHA investigation.

Dr. Kim inquired about the construction during business hours being an infection control issue.

Dr. Landron communicated her observation that based on the evidence provided, there was no evidence that the patient operatory rooms were affected by the construction as photos only show common areas. Dr. Landron communicated her agreement with Dr. West about the potential need for an OSHA investigation.

Dr. Branco requested that the Board complete a random infection control inspection and Dr. Landron communicated her agreement.

Director Higginbotham communicated that a random inspection was conducted within 48 hours of receiving a consumer complaint about construction during business hours. During the inspection, no patients were present in the facility. The staff at the location confirmed they were not seeing patients at the time. While the construction was verified, there was no evidence to substantiate the patient-related concerns raised in the original complaint. The inspection was conducted using the board's random inspection statute, which does not require prior notification.

A motion to reject authorized investigation was made by Dr. West, and it was seconded by Dr. Landron.

No discussion.

All members voted 'AYE.'

iv. Dr. W

A motion to approve authorized investigation was made by Dr. Hock, and it was seconded by Ms. McIntyre.

No discussion.

All members voted 'AYE.'

6. New Business: (For Possible Action)

- a.** Review, Discussion and Possible Approval/Rejection of the Revised Proposed Regulations for RO56-24 Teledentistry – NRS 631.190 (For Possible Action)

Director Higginbotham communicated the need to clarify teledentistry regulations regarding emergent care outside the six-month patient-dentist relationship. The goal is to enable patients to get necessary medical treatment, such as an antibiotic for an infection, even if they haven't seen a dentist within the past six months. He suggested the board consider allowing prescriptions for emergent care outside the current six-month requirement, presenting it from a consumer's perspective of increased healthcare accessibility.

Dr. Branco highlighted a problem with the current teledentistry regulation, noting that the focus on orthodontics has inadvertently excluded emergent care. Dr. Branco communicated that he believes the original bill intended to allow emergent care relationships, but the current wording of the regulation does not reflect this. Dr. Branco suggested modifying the language to explicitly exclude emergent care from the six-month in-person examination requirement.

Ms. Arias communicated her agreement that the 6 month timeline is very limiting. Ms. Arias communicated her support in extending the timeline out to further help reduce the barrier to care for consumers.

Allen Erenbaum, representing DialCare, thanked the board for the discussion and offered to assist the board as needed with the wording of the regulation.

Adam Braundmeier, general counsel for AAO, confirmed that when passing AB 147, there was never an intent to restrict emergent care in teledentistry regulations. Mr. Braundmeier expressed his agreement in revising the language of the regulation.

A motion to revise the language of the teledentistry regulation was made by Dr. West, and it was seconded by Dr. Branco.

No discussion.

All members voted 'AYE.'

- b. Review, Discussion, and Possible Approval/Rejection of the Financial Auditor Contract to Perform the FY25 Financial Audit - NRS 631.190 (For Possible Action)**

- i. Haynie and Company**

Dr. West communicated his support for Haynie and Company as they are the first financial auditors who have successfully completed the board's audit. The company also audits other Nevada boards, providing consistency and reliability. Director Higginbotham confirmed their fees are competitive with market rates, leading Dr. West to recommend continuing their services.

A motion to approve the financial auditor contract was made by Dr. West, and it was seconded by Dr. Kim.

No discussion.

All members voted 'AYE.'

- c. Review, Discussion, and Possible Approval/Rejection of Committee Bylaws – NRS 631.190 (For Possible Action)**

- i. Employment Committee**

A motion to approve the committee bylaws was made by Ms. McIntyre, and it was seconded by Ms. Petrilla.

No discussion.

All members voted 'AYE.'

- ii. Dental Hygiene, Dental Therapy, and EFDA Committee**

A motion to approve the committee bylaws was made by Dr. Streifel, and it was seconded by Ms. Arias.

No discussion.

All members voted 'AYE.'

- d. Review, Discussion, and Possible Approval/Rejection of Advisory Opinions - NRS 631.190 (For Possible Action)**

- i. Participation of Educational Institution Faculty Holder Specialty-Only Dental License Performing Screenings at Dental Clinic**

A motion to approve the committee bylaws was made by Ms. Arias, and it was seconded by Ms. Petrilla.

No discussion.

All members voted 'AYE.'

- e. Review, Discussion, and Possible Approval/Rejection of the Board Agents as Preliminary Screening Consultants - NRS 631.190 (For Possible Action)**

- i. Dr. Phillip Devore, DDS**

A motion to approve the candidate was made by Dr. West, and it was seconded by Ms. McIntyre.

No discussion.

All members voted 'AYE.'

- ii. Dr. Ami Tongsir, DMD**

A motion to approve the candidate was made by Dr. Landron, and it was seconded by Dr. Hock.

No discussion.

All members voted 'AYE.'

iii. Dr. Melissa D. Shotell, DMD

A motion to approve the candidate was made by Dr. West, and it was seconded by Ms. Arias.

No discussion.

All members voted 'AYE.'

f. Review, Discussion, and Possible Approval/Rejection of Permanent Anesthesia Permit – NAC 631.2235; NRS 631.190 (For Possible Action)

i. Dr. Kevin Vernet, DMD – Moderate Sedation

A motion to approve the permanent anesthesia permit was made by Dr. Branco, and it was seconded by Dr. West.

No discussion.

All members voted 'AYE.'

g. Review, Discussion, and Possible Approval/Rejection of Temporary Anesthesia Permit – NAC 631.2234; NRS 631.190 (For Possible Action)

i. Dr. Michael Wills, DMD – Moderate Sedation

A motion to approve the temporary anesthesia permit was made by Dr. Branco, and it was seconded by Dr. Kim.

No discussion.

All members voted 'AYE.'

h. Review, Discussion, and Possible Approval/Rejection of 90-Day Extension of Temporary Anesthesia Permit – NAC 631.2254(2); NRS 631.190 (For Possible Action)

i. Dr. Anahita Behshadpour, DDS – Moderate Sedation

A motion to approve the extension of the temporary anesthesia permit was made

by Dr. Branco, and it was seconded by Ms. Arias.

No discussion.

All members voted ‘AYE.’

- i. Review, Discussion, and Possible Approval/Rejection of a Voluntary Surrender of License - NRS 631.190; NAC 631.160 (For Possible Action)

- i. Dr. Mansi Shah, DMD – Dental License # 7495

A motion to approve the voluntary surrender of the temporary anesthesia permit was made by Dr. West, and it was seconded by Dr. Streifel.

No discussion.

All members voted ‘AYE.’

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No public comment.

8. Announcements:

Dr. West thanked everyone for their attendance and welcomed new general counsel Barraclough.

9. Adjournment: (For Possible Action)

A motion to adjourn was made by Dr. West, and it was seconded by Ms. Arias, and it was seconded by Ms. Petrilla.

No discussion.

All members voted ‘AYE.’

DRAFT



DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
NEVADA STATE BOARD OF DENTAL EXAMINERS

PUBLIC MEETING NOTICE & BOARD MEETING AGENDA

Infection Control Committee Meeting

MEETING MINUTES

Meeting Date & Time

Monday, July 14, 2025
6:00 p.m.

Meeting Location

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

Video Conferencing/ Teleconferencing Available

To access by phone, +1(646) 568-7788

To access by video webinar,

<https://us06web.zoom.us/j/86069832703>

Webinar/Meeting ID#: 860 6983 2703

Webinar/Meeting Passcode: 772570

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a. Roll Call/Quorum

Board Members' Present: Ms. Kim Petrilla (Chair), Dr. Joshua Branco, Dr. Daniel Streifel, Dr. Ashley Hoban.

Board Members' Absent: Dr. Joan Landron

Board Staff Present: Director Higginbotham, General Counsel Barraclough, Dr. Helen Kanian, L. Chagolla, M. Ramirez.

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No public comment.

3. Chairperson's Report: (For Possible Action)

- a. Request to Remove Agenda Item(s) (For Possible Action)

NA

- b. Approve Agenda (For Possible Action)

A motion to approve the agenda was made by Dr. Streifel, and it was seconded by Dr. Hoban.

No discussion.

All members' voted 'AYE'.

- c. Introduction of Temporary Infection Control Program Developer (For Informational Purposes Only)

Director Higginbotham introduced Dr. Helen Kanian as the Infection Control Program Developer. He communicated the three main deliverables of the program, which include: revising the application, revising the existing checklist to better suit various inspection types and developing various inspection procedures. These deliverables will be presented to the committee for review and approval before being submitted to the full board for implementation.

4. New Business: (For Possible Action)

- a. Review, Discussion, and Possible Approval/Rejection of Advisory Opinion for Recommendation to the Board - NRS 631.190 (For Possible Action)

- i. Infection Control Compliance for Mobile, Pop-Up, and Other Non-Traditional Dental Services Locations

Ms. Petrilla communicated that the committee aims to develop an advisory opinion to clarify that pop-up, mobile, and non-permanent dental service locations should be considered "facilities" under NAC 631.1785, which requires an inspection within 30 days of facility ownership. She also indicated that the advisory opinion should also clarify that performing

dental services in a facility that has not been properly inspected by the board will be considered both unprofessional conduct and a breach of the standard of care. The goal is to provide clear guidance for licensees operating in non-traditional dental service settings.

Dr. Branco inquired about the Board recognizing mobile, pop-up, or other non-traditional locations as “facilities.”

Ms. Petrilla communicated that the Board aims to clarify that a "facility" includes pop-up sites, ensuring these locations are subject to the same 30-day inspection requirement, so the advisory opinion will explicitly state that pop-up sites are considered facilities and must follow the same inspection guidelines.

Director Higginbotham communicated that current regulations do not define pop-up or mobile dental locations. The Board needs to determine whether these non-traditional sites should be considered "facilities" for the purpose of conducting infection control inspections.

DAG Todd Weiss communicated his suggestion in defining a dental facility as any location where dental services are performed, including non-traditional or temporary sites like pop-up clinics or mobile units. This interpretation provides a rational approach to defining facilities when creating the advisory opinion, ensuring that all dental service locations are subject to potential inspection.

Dr. Hoban inquired about the advisory opinion giving validity to the existence of pop-up or non traditional clinics and inquired about adding regulation for what services can be preformed in these non traditional clinic settings.

Ms. Petrilla communicated that based on the guidance from DAG Todd Weiss the Board is limited on what can be done under the current statutes and regulations.

Director Higginbotham communicated that while the Board is not permitting the existence of pop-up or non traditional clinics, it is aiming to establish that the Board considers a facility anywhere that dental services are being provided.

Dr. Hoban communicated her support for the language being listed in the advisory statement.

Dr. Branco sought clarification confirming the goal of the advisory opinion is to state that any location where dental services are being provided is subject to the rules and regulations of the Board.

Directory Higginbotham confirmed that if they are providing dental services, they will be considered a facility and they are required to follow NRS 631 and NAC 631.

General Counsel Barraclough communicated that the advisory opinion is a temporary solution to address a legislative gap. Currently, Nevada lacks specific legislation for pop-up and mobile clinics. By defining these locations as "facilities," the Board can establish a mechanism for inspection, prevent these clinics from remaining completely unregulated, and create a stopgap measure until proper legislation can be developed. The primary goal is to gain the ability to inspect these non-traditional dental service locations, which would be impossible if they are not classified as facilities.

Ms. Petrilla emphasized that the advisory opinion should clarify that providing any sort of dental services in a facility that hasn't been properly inspected would be considered unprofessional conduct and a breach of standard of care.

Dr. Branco inquired about the infection control regulations for brick-and-mortar locations and how the Board would inspect clinic locations that are only operational for one day.

DAG Todd Weiss communication that statutes require infection control to be requested by a facility owner, but many licensees working these events are not owners of the scheduling entity, mobile service or the host site. To address this loophole and maintain accountability, the Board is considering placing the responsibility on the licensee to notify the Board prior to operating at such events. This would allow for inspection and enforcement of safety standards, as current laws have not evolved to reflect modern mobile dental service models.

General Counsel Barraclough communicated that issuing an advisory opinion can strengthen enforcement by removing the defense of ignorance. If a complaint arises against a licensee involved in a pop-up dental operation, the advisory opinion can serve as clear notice that such conduct may be a disciplinary offense. This allows the Board to hold individual practitioners accountable, even if the broader operation or host entity is difficult to regulate directly.

Dr. Branco inquired about why the Board cannot declare this type of clinic is not permitted.

General Counsel Barraclough communicated that is a legislative function and cannot be done through administrative regulation or guidance. While advisory opinions can help clarify expectations and reduce defenses like ignorance, they have limited enforcement power.

DAG Todd Weiss communicated the limitations of the Boards authority, emphasizing that it cannot create new laws or regulations through advisory opinions, only the legislature has that power. While the Board can engage in the formal regulatory process, which involves public comment and legislative review, the only immediate tool available is an advisory opinion. This opinion would serve to clarify ambiguous areas of existing law through reasonable interpretation but does not carry the force of law. The advisory opinion is intended as a short-term measure to address regulatory gaps concerning mobile and pop-up dental operations until legislative changes can be made.

Dr. Hoban inquired about language on the infection control inspection application listing a reasonable window of time for an inspection to be completed for mobile, pop-up, and non traditional clinics.

Director Higginbotham communicated that language can be added into the application and presented to the committee for review.

Dr. Branco inquired about the Board's authority to stop something that is deemed potentially dangerous to the public.

DAG Todd Weiss reiterated the Board is limited authority to regulate third-party entities that organize mobile or pop-up dental services, especially when those entities are owned out-of-state and not subject to Nevada jurisdiction. Enforcement can only be directed at licensees, and only in cases of clear violations such as failure to uphold infection control or safety standards. Summary suspension is reserved for situations posing immediate danger to the public and cannot be applied broadly. The advisory opinion under discussion is viewed as a reasonable interpretation of existing regulations and the best available short-term tool to address the current regulatory gap, though its enforceability may ultimately be tested in court.

Dr. Branco inquired about ownership requirements of dental practices.

DAG Todd Weiss clarified that non-dentists are legally allowed to own dental practices in Nevada, provided they do not interfere with the clinical decision-making or patient-provider relationship. The board has limited authority over third-party entities organizing pop-up dental events, as current regulations do not prohibit such ownership or event coordination by non-dentists.

Dr. Hoban inquired about how many other states currently have legislation regulating pop-up clinics.

General Counsel Barraclough communicated that other states, have more advanced legislation addressing mobile and pop-up dental operations. Nevada, by comparison, has yet to adopt similar statutory frameworks, highlighting the need for future legislative action.

A motion to approve and draft the advisory opinion was made by Ms. Petrilla, and it was seconded by Dr. Branco.

No discussion.

All members' voted 'AYE'.

5. **Public Comment (Live public comment by teleconference):** This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. Comments by the public may be limited to three (3) minutes as a reasonable time, place and manner restriction but may not be limited based upon viewpoint. The Chairperson may allow additional time at his/her discretion.

Members of the public may submit public comment via email to nsbde@dental.nv.gov, or by mailing/faxing messages to the Board office. Written submissions received by the Board on or before Sunday, July 13, 2025, by 12:00 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 Chairperson 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 speakers.

Terri Chandler, founder of Future Smiles, a school-based dental sealant program, addressed the board. She expressed support for establishing clear definitions and guidelines for mobile, portable, and pop-up dental programs. Ms. Chandler inquired whether Future Smiles should request a new infection control inspection, noting that the last known inspection

occurred in 2010 and documentation is lacking. She also raised concerns about proper sterilization procedures, especially for programs transporting contaminated instruments off-site, and emphasized the need for clear standards. She noted that each school-based program operates differently and would benefit from formalized guidance.

Director Higginbotham clarified that no new infection control inspection is required at this time for Future Smiles. The board is in the process of drafting an advisory opinion and will determine next steps based on that. Future Smiles was commended for its consistent communication and transparency, including monthly reporting of service locations, which aligns with the standards the board aims to implement statewide.

Dr. Keith Benson, Nevada State Dental Officer, expressed support for Terri Chandler's comments and raised a concern about distinguishing school-based sealant programs from pop-up dental clinics in the forthcoming advisory opinion. He asked whether the opinion would address how an initial inspection could apply to multiple school locations and emphasized the value of programs like Future Smiles that maintain regular communication with the board. He encouraged the board to consider outlining such practices in the advisory opinion for consistency across similar programs.

6. Announcements:

NA

7. Adjournment: (For Possible Action)

A motion to adjourn was made by Dr. Hoban, and it was seconded by Dr. Streifel.

No discussion.

All members' voted 'AYE'.



DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
NEVADA STATE BOARD OF DENTAL EXAMINERS

PUBLIC MEETING NOTICE & BOARD MEETING AGENDA

Dental Hygiene, Dental Therapy, and EFDA Committee

MEETING MINUTES

Meeting Date & Time

Monday, July 28, 2025
6:00 p.m.

Meeting Location

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

Video Conferencing/ Teleconferencing Available

To access by phone, +1(646) 568-7788

To access by video webinar,

<https://us06web.zoom.us/j/83640857805>

Webinar/Meeting ID#: 836 4085 7805

Webinar/Meeting Passcode: 182549

PUBLIC NOTICE:

Public Comment by pre-submitted email/written form and Live Public Comment by teleconference 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 **Sunday, July 27, 2025, by 12:00 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 table it.

1. Call to Order

a. Roll Call/Quorum

Board Members' Present: Dr. Joshua Branco (Co- Chair), Ms. Yamilka Arias (Co- Chair), Ms. Jana McIntyre, Ms. Kimberly Petrilla.

Board Members' Absent: NA

Board staff present: Director Higginbotham, General Counsel Barraclough, A. Cymerman, M. Kelley, L. Chagolla.

- 2. Public Comment (Live public comment by teleconference and pre-submitted email/written form):** The public comment period is limited to matters specifically noticed on the agenda. No action may be taken upon the matter raised during the 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 to 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 Sunday, July 27, 2025, at 12:00 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.

Terry Chandler communicated concerns regarding the application and oversight of the Public Health Dental Hygiene Protocol in Nevada, referencing NRS 631.287.

She emphasized that the intent of the legislation was to increase access to care for underserved populations, including Medicaid recipients and those in rural communities, not to support for-profit dental service models. Ms. Chandler questioned whether it is legally appropriate for a dentist to request approval of a public health dental hygiene protocol, noting that the statute specifies that the applicant must be a dental hygienist with an approved protocol. She also clarified that, based on her experience since 2009, the lead dental hygienist typically serves as the protocol administrator and manages special endorsement requests for other RDHs under that program.

Janet Crosswhite communicated her alignment with Terri Chandler's statement, noting that her program was modeled after Chandler's longstanding Future Smiles program. Cross White shared that Heavenly Smiles has been an approved public health dental hygiene program since 2021 and provides services to assisted living and group homes. She noted that a part-time dentist is affiliated with her program, and based on prior guidance she received, dentists are not required to obtain Public Health Endorsement (PHE) program approval. She offered to answer any questions regarding her program.

3. Chairperson's Report: (For Possible Action)

a. Request to Remove Agenda Item(s) (For Possible Action)

Dr. Branco requested the removal of Agenda Items 4(a) and 4(b); the Board contacted the licensees for additional information but has not yet received a response.

b. Approve Agenda (For Possible Action)

A motion to approve the agenda with the removed items was made by Ms. McIntyre, and it was seconded by Ms. Arias.

No discussion.

All members voted 'AYE.'

- c. Committee Name Update Notification (Informational Purposes Only)

4. New Business: (For Possible Action)

- a. Review, Discussion, and Possible Approval/Rejection of Public Health Endorsed Program(s) – NRS 631.190; NRS 631.34583 (For Possible Action)
 - i. Revive Mobile Oral Health Solution – Dr. Patterson (License #5804)

Item removed from agenda.

- b. Review, Discussion, and Possible Approval/Rejection Public Health Endorsed Dental Hygienist(s) – NRS 631. 190; NRS 631.287 (For Possible Action)
 - i. Stacey Bonano, RDH (License #101634)

Item removed from agenda.

- c. Review, Discussion, and Possible Approval/Rejection of Updated Electronic Application(s) - NRS 631.190; NRS 631.287, NRS 631.34583 (For Possible Action)
 - i. Public Health Endorsed Program Application
 - ii. Public Health Endorsed Individual Application

Director Higginbotham communicated that the purpose of the applications is to begin developing an organized and electronic list of all public health programs and associated individuals. This effort aims to improve operational efficiency, raise public awareness, and enhance website accessibility by providing a centralized, up-to-date directory. The goal is to stabilize existing programs, support the creation of educational content, and help individuals seeking care connect with program providers.

Dr. Branco communicated his agreement and the necessity to have these applications in place to assist in organization of the program.

A motion was made by Dr. Branco to approve the Public Health Endorsed Program and Individual applications, and it was seconded by Ms. McIntyre.

No discussion.

All members voted ‘AYE.’

5. **Public Comment (Live public comment by teleconference):** This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon the matter raised during public comment unless the matter itself has been specifically included on the agenda as an action item. Comments by the public may be limited to three (3) minutes as a reasonable time, place and manner restriction but may not be limited based upon viewpoint. The Chairperson may allow additional time at his/her discretion.

Members of the public may submit public comment via email to nsbde@dental.nv.gov, or by mailing/faxing messages to the Board office. Written submissions received by the Board on or before Sunday, July 27, 2025, by 12:00 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 Chairperson 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 speakers.

No public comment.

6. **Announcements:**

No announcements.

7. **Adjournment:** (For Possible Action)

A motion to adjourn was made by Ms. Petrilla, and it was seconded by Ms. McIntyre.

No discussion.

All members' voted 'AYE.'

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. S4-111C-2487

Complainant,

**REVIEW PANEL FINDINGS AND
RECOMMENDATIONS**

vs.

(These findings are confidential pursuant to NRS 631.368(1). To the extent that Respondent and/or his or her attorney receive a copy of these findings, they are for settlement purposes **only** and are not to be further distributed or made public except as provided in SB 256 NRS 631.355(1), 631.3635 and/or NRS 631.368(2).)

Respondent.

On June 18, 2025, the Nevada State Board of Dental Examiners' Review Panel ("Review Panel") met to review and discuss the preliminary investigation conducted by the Board's Preliminary Screening Consultant assigned to this matter pursuant to NRS 631.363 in the above-captioned matter.

The Review Panel reviewed and evaluated the Verified Complaint, Respondent's Response to the Verified Complaint, records concerning the Respondent's treatment of the complainant, and the Preliminary Screening Consultant's preliminary findings and recommendations. "Records" as used in these findings and recommendations include any available x-rays or radiographs.

Having reviewed and assessed the above-referenced materials, and following discussion regarding the same, the Review Panel finds and recommends as follows:

From the review of the records there is not a preponderance of evidence to support any allegation of treatment below the standard of care. Therefore, the Panel recommends remand with no further action.

Having found as noted herein, this matter shall be returned to the Executive Director as appropriate based upon the findings herein for remand consistent with NRS Chapter 631, NAC

Chapter 631 and/or any other applicable statutory or administrative provision applicable to the above-captioned matter.

DATED this 02/07/25

By:


Josh Branco DMD (Jun 1, 2025 09:03 PDT)

Joshua Branco, DMD
Member, Nevada State Board of Dental Examiners


Jana L McIntyre (Jun 30, 2025 10:59 PDT)

Jana McIntyre, RDH
Member, Nevada State Board of Dental Examiners


Kevin Moore (Jul 2, 2025 10:52 PDT)

Kevin Moore, DDS
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 6922-2439

Complainant,

**REVIEW PANEL FINDINGS AND
RECOMMENDATIONS**

vs.

(These findings are confidential pursuant to NRS 631.368(1). To the extent that Respondent and/or his or her attorney receive a copy of these findings, they are for settlement purposes **only** and are not to be further distributed or made public except as provided in SB 256 NRS 631.355(1), 631.3635 and/or NRS 631.368(2).)

Respondent.

On June 18, 2025, the Nevada State Board of Dental Examiners' Review Panel ("Review Panel") met to review and discuss the preliminary investigation conducted by the Board's Preliminary Screening Consultant assigned to this matter pursuant to NRS 631.363 in the above-captioned matter.

The Review Panel reviewed and evaluated the Verified Complaint, Respondent's Response to the Verified Complaint, records concerning the Respondent's treatment of the complainant, and the Preliminary Screening Consultant's preliminary findings and recommendations. "Records" as used in these findings and recommendations include any available x-rays or radiographs.

Having reviewed and assessed the above-referenced materials, and following discussion regarding the same, the Review Panel finds and recommends as follows:

From the review of the records there is not a preponderance of evidence to support any allegation of treatment below the standard of care. Therefore, the Panel recommends remand with no further action.

Having found as noted herein, this matter shall be returned to the Executive Director as appropriate based upon the findings herein for remand consistent with NRS Chapter 631, NAC

Chapter 631 and/or any other applicable statutory or administrative provision applicable to the above-captioned matter.

DATED this 02/07/25

By:


Josh Branco DMD (Jul 1, 2025 09:02 PDT)

Joshua Branco, DMD
Member, Nevada State Board of Dental Examiners


Jana L McIntyre (Jun 30, 2025 11:01 PDT)

Jana McIntyre, RDH
Member, Nevada State Board of Dental Examiners


Kevin Moore (Jul 2, 2025 16:54 PDT)

Kevin Moore, DDS
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Complainant,

vs.

Respondent.

Case No. 5814-2484

**REVIEW PANEL FINDINGS AND
RECOMMENDATIONS**

(These findings are confidential pursuant to NRS 631.368(1). To the extent that Respondent and/or his or her attorney receive a copy of these findings, they are for settlement purposes **only** and are not to be further distributed or made public except as provided in SB 256 NRS 631.355(1), 631.3635 and/or NRS 631.368(2).)

On June 18, 2025, the Nevada State Board of Dental Examiners' Review Panel ("Review Panel") met to review and discuss the preliminary investigation conducted by the Board's Preliminary Screening Consultant assigned to this matter pursuant to NRS 631.363 in the above-captioned matter.

The Review Panel reviewed and evaluated the Verified Complaint, Respondent's Response to the Verified Complaint, records concerning the Respondent's treatment of the complainant, and the Preliminary Screening Consultant's preliminary findings and recommendations. "Records" as used in these findings and recommendations include any available x-rays or radiographs.

Having reviewed and assessed the above-referenced materials, and following discussion regarding the same, the Review Panel finds and recommends as follows:

From the review of the records there is not a preponderance of evidence to support any allegation of treatment below the standard of care. Therefore, the Panel recommends remand with no further action.

Having found as noted herein, this matter shall be returned to the Executive Director as appropriate based upon the findings herein for remand consistent with NRS Chapter 631, NAC

Chapter 631 and/or any other applicable statutory or administrative provision applicable to the above-captioned matter.

DATED this 02/07/25

By:


Josh Branco DMD (Jul 1, 2025 09:02 PDT)

Joshua Branco, DMD
Member, Nevada State Board of Dental Examiners


Jana L McIntyre (Jun 30, 2025 11:00 PDT)

Jana McIntyre, RDH
Member, Nevada State Board of Dental Examiners


Kevin Moore (Jul 2, 2025 16:54 PDT)

Kevin Moore, DDS
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Complainant,

vs.

Respondent.

Case No. S7-99-2485

**REVIEW PANEL FINDINGS AND
RECOMMENDATIONS**

(These findings are confidential pursuant to NRS 631.368(1). To the extent that Respondent and/or his or her attorney receive a copy of these findings, they are for settlement purposes **only** and are not to be further distributed or made public except as provided in SB 256 NRS 631.355(1), 631.3635 and/or NRS 631.368(2).)

On June 18, 2025, the Nevada State Board of Dental Examiners' Review Panel ("Review Panel") met to review and discuss the preliminary investigation conducted by the Board's Preliminary Screening Consultant assigned to this matter pursuant to NRS 631.363 in the above-captioned matter.

The Review Panel reviewed and evaluated the Verified Complaint, Respondent's Response to the Verified Complaint, records concerning the Respondent's treatment of the complainant, and the Preliminary Screening Consultant's preliminary findings and recommendations. "Records" as used in these findings and recommendations include any available x-rays or radiographs.

Having reviewed and assessed the above-referenced materials, and following discussion regarding the same, the Review Panel finds and recommends as follows:

From the review of the records there is not a preponderance of evidence to support any allegation of treatment below the standard of care. Therefore, the Panel recommends remand with no further action.

Having found as noted herein, this matter shall be returned to the Executive Director as appropriate based upon the findings herein for remand consistent with NRS Chapter 631, NAC

Chapter 631 and/or any other applicable statutory or administrative provision applicable to the above-captioned matter.

DATED this 02/07/25

By:


Josh Branco, DMD (Jun 1, 2025 09:03 PDT)

Joshua Branco, DMD
Member, Nevada State Board of Dental Examiners


Jana L McIntyre (Jun 30, 2025 10:59 PDT)

Jana McIntyre, RDH
Member, Nevada State Board of Dental Examiners


Kevin Moore (Jul 2, 2025 16:53 PDT)

Kevin Moore, DDS
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 3185-2514

Complainant,

**REVIEW PANEL FINDINGS AND
RECOMMENDATIONS**

vs.

(These findings are confidential pursuant to NRS 631.368(1). To the extent that Respondent and/or his or her attorney receive a copy of these findings, they are for settlement purposes **only** and are not to be further distributed or made public except as provided in SB 256 NRS 631.355(1), 631.3635 and/or NRS 631.368(2).)

Respondent.

On July 15, 2025, the Nevada State Board of Dental Examiners' Review Panel 2 ("Review Panel") met to review and discuss the preliminary investigation conducted by the Board's Preliminary Screening Consultant assigned to this matter pursuant to NRS 631.363 in the above-captioned matter.

The Review Panel reviewed and evaluated the Verified Complaint, Respondent's Response to the Verified Complaint, records concerning the Respondent's treatment of the complainant, and the Preliminary Screening Consultant's preliminary findings and recommendations. "Records" as used in these findings and recommendations include any available x-rays or radiographs.

Having reviewed and assessed the above-referenced materials, and following discussion regarding the same, the Review Panel finds and recommends as follows:

From the review of the records there is not a preponderance of evidence to support any allegation of treatment below the standard of care. Therefore, the Panel recommends remand with no further action.

Having found as noted herein, this matter shall be returned to the Executive Director as

appropriate based upon the findings herein for remand consistent with NRS Chapter 631, NAC Chapter 631 and/or any other applicable statutory or administrative provision applicable to the above-captioned matter.

DATED this 26/07/25

By:

Ronald West DMD

Ronald West DMD (Jul 21, 2025 16:29 PDT)

Ronald West, DMD
Member, Nevada State Board of Dental Examiners

Yamilka Arias RDH

Yamilka Arias, RDH (Jul 30, 2025 20:29:02 PDT)

Yamilka Arias, RDH
Member, Nevada State Board of Dental Examiners

Todd Thompson

William Todd Thompson (Jul 26, 2025 11:50:42 GMT+9)

Todd Thompspon, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 6357-2416

Complainant,

**REVIEW PANEL FINDINGS AND
RECOMMENDATIONS**

vs.

(These findings are confidential pursuant to NRS 631.368(1). To the extent that Respondent and/or his or her attorney receive a copy of these findings, they are for settlement purposes **only** and are not to be further distributed or made public except as provided in SB 256 NRS 631.355(1), 631.3635 and/or NRS 631.368(2).)

Respondent.

On June 19, 2025, the Nevada State Board of Dental Examiners' Review Panel Three (3) ("Review Panel") met to review and discuss the preliminary investigation conducted by the Board's Preliminary Screening Consultant assigned to this matter pursuant to NRS 631.363 in the above-captioned matter.

The Review Panel reviewed and evaluated the Verified Complaint, Respondent's Response to the Verified Complaint, records concerning the Respondent's treatment of the complainant, and the Preliminary Screening Consultant's preliminary findings and recommendations. "Records" as used in these findings and recommendations include any available x-rays or radiographs.

Having reviewed and assessed the above-referenced materials, and following discussion regarding the same, the Review Panel finds and recommends as follows:

From the review of the records there is not a preponderance of evidence to support any allegation of treatment below the standard of care. Therefore, the Panel recommends remand with no further action.

Having found as noted herein, this matter shall be returned to the Executive Director as appropriate based upon the findings herein for remand consistent with NRS Chapter 631, NAC

Chapter 631 and/or any other applicable statutory or administrative provision applicable to the above-captioned matter.

DATED this 02/07/25

By: *Lance J Kim*
Lance J Kim (Jun 30, 2025 23:33 PDT)
Lance Kim, DMD
Member, Nevada State Board of Dental Examiners

Kimberly Petrilla
Kimberly Petrilla (Jul 15, 2025 19:29 PDT)
Kimberly Petrilla, RDH
Member, Nevada State Board of Dental Examiners

John T. Gallob, DMD
John T. Gallob, DMD (Jul 2, 2025 07:37 PDT)
John Gallob, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Complainant,

vs.

Respondent.

Case No. S2-129-2466

**REVIEW PANEL FINDINGS AND
RECOMMENDATIONS**

(These findings are confidential pursuant to NRS 631.368(1). To the extent that Respondent and/or his or her attorney receive a copy of these findings, they are for settlement purposes **only** and are not to be further distributed or made public except as provided in SB 256 NRS 631.355(1), 631.3635 and/or NRS 631.368(2).)

On June 19, 2025, the Nevada State Board of Dental Examiners' Review Panel Three (3) ("Review Panel") met to review and discuss the preliminary investigation conducted by the Board's Preliminary Screening Consultant assigned to this matter pursuant to NRS 631.363 in the above-captioned matter.

The Review Panel reviewed and evaluated the Verified Complaint, Respondent's Response to the Verified Complaint, records concerning the Respondent's treatment of the complainant, and the Preliminary Screening Consultant's preliminary findings and recommendations. "Records" as used in these findings and recommendations include any available x-rays or radiographs.

Having reviewed and assessed the above-referenced materials, and following discussion regarding the same, the Review Panel finds and recommends as follows:

From the review of the records there is not a preponderance of evidence to support any allegation of treatment below the standard of care. Therefore, the Panel recommends remand with no further action.

Having found as noted herein, this matter shall be returned to the Executive Director as appropriate based upon the findings herein for remand consistent with NRS Chapter 631, NAC

Chapter 631 and/or any other applicable statutory or administrative provision applicable to the above-captioned matter.

DATED this 02/07/25

By: *LANCEJKIM*
LANCEJKIM (Jun 30, 2025 23:32 PDT)
Lance Kim, DMD
Member, Nevada State Board of Dental Examiners

Kimberly Petrilla
Kimberly Petrilla (Jul 15, 2025 19:29 PDT)
Kimberly Petrilla, RDH
Member, Nevada State Board of Dental Examiners

John T. Gallob, DMD
John T. Gallob, DMD (Jul 2, 2025 07:37 PDT)
John Gallob, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Complainant,

vs.

Respondent.

Case No. S2-153C-2492

**REVIEW PANEL FINDINGS AND
RECOMMENDATIONS**

(These findings are confidential pursuant to NRS 631.368(1). To the extent that Respondent and/or his or her attorney receive a copy of these findings, they are for settlement purposes **only** and are not to be further distributed or made public except as provided in SB 256 NRS 631.355(1), 631.3635 and/or NRS 631.368(2).)

On June 19, 2025, the Nevada State Board of Dental Examiners' Review Panel Three (3) ("Review Panel") met to review and discuss the preliminary investigation conducted by the Board's Preliminary Screening Consultant assigned to this matter pursuant to NRS 631.363 in the above-captioned matter.

The Review Panel reviewed and evaluated the Verified Complaint, Respondent's Response to the Verified Complaint, records concerning the Respondent's treatment of the complainant, and the Preliminary Screening Consultant's preliminary findings and recommendations. "Records" as used in these findings and recommendations include any available x-rays or radiographs.

Having reviewed and assessed the above-referenced materials, and following discussion regarding the same, the Review Panel finds and recommends as follows:

From the review of the records there is not a preponderance of evidence to support any allegation of treatment below the standard of care. Therefore, the Panel recommends remand with no further action.

Having found as noted herein, this matter shall be returned to the Executive Director as appropriate based upon the findings herein for remand consistent with NRS Chapter 631, NAC

Chapter 631 and/or any other applicable statutory or administrative provision applicable to the above-captioned matter.

DATED this 02/07/25

By: *Lance J Kim*
Lance J Kim (Jun 30, 2025 23:31 PDT)
Lance Kim, DMD
Member, Nevada State Board of Dental Examiners

Kimberly Petrilla
Kimberly Petrilla (Jul 15, 2025 19:28 PDT)
Kimberly Petrilla, RDH
Member, Nevada State Board of Dental Examiners

John T. Gallob, DMD
John T. Gallob, DMD (Jul 2, 2025 07:38 PDT)
John Gallob, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 0876-2542

Complainant,

**REVIEW PANEL FINDINGS AND
RECOMMENDATIONS**

vs.

(These findings are confidential pursuant to NRS 631.368(1). To the extent that Respondent and/or his or her attorney receive a copy of these findings, they are for settlement purposes **only** and are not to be further distributed or made public except as provided in SB 256 NRS 631.355(1), 631.3635 and/or NRS 631.368(2).)

Respondent.

On June 19, 2025, the Nevada State Board of Dental Examiners' Review Panel Three (3) ("Review Panel") met to review and discuss the preliminary investigation conducted by the Board's Preliminary Screening Consultant assigned to this matter pursuant to NRS 631.363 in the above-captioned matter.

The Review Panel reviewed and evaluated the Verified Complaint, Respondent's Response to the Verified Complaint, records concerning the Respondent's treatment of the complainant, and the Preliminary Screening Consultant's preliminary findings and recommendations. "Records" as used in these findings and recommendations include any available x-rays or radiographs.

Having reviewed and assessed the above-referenced materials, and following discussion regarding the same, the Review Panel finds and recommends as follows:

From the review of the records there is not a preponderance of evidence to support any allegation of treatment below the standard of care. Therefore, the Panel recommends remand with no further action.

Having found as noted herein, this matter shall be returned to the Executive Director as appropriate based upon the findings herein for remand consistent with NRS Chapter 631, NAC

Chapter 631 and/or any other applicable statutory or administrative provision applicable to the above-captioned matter.

DATED this 02/07/25

By: *LanceJKim*
LanceKim (Jun 30, 2025 23:36 PDT)
Lance Kim, DMD
Member, Nevada State Board of Dental Examiners

Kimberly Petrilla
Kimberly Petrilla (Jul 15, 2025 19:28 PDT)
Kimberly Petrilla, RDH
Member, Nevada State Board of Dental Examiners

John T. Gallob, DMD
John T. Gallob, DMD (Jul 2, 2025 07:43 PDT)
John Gallob, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 5852-2104

Complainant,

vs.

**CORRECTIVE ACTION PLAN
DISCIPLINARY STIPULATION
AGREEMENT**

Respondent.

IT IS HEREBY STIPULATED AND AGREED via this *Corrective Action Plan
Disciplinary Stipulation Agreement* (Stipulation Agreement or Stipulation), by and between
(Respondent or) and the NEVADA STATE BOARD OF DENTAL
EXAMINERS (the Board), by and through the Board's General Counsel, ANDREA
BARRACLOUGH, ESQ., as follows:

I.
Background

1. Respondent is a dentist licensed to practice dentistry in the State of Nevada by the
Board pursuant to Chapter 631 of the Nevada Revised Statutes (NRS) and Chapter 631 of the
Nevada Administrative Code (NAC). Respondent was licensed in Nevada on June 18, 2009,
License No.

2. On or about February 22, 2022, the Board received a Notice of Settlement in a
malpractice case from The Dentists Insurance Company regarding issues with the dental care
provided to patient . This resulted in the Board initiating
the Authorized Complaint process.

3. On or about March 15, 2022, pursuant to NRS 631.360, the Board approved an

1 ///

2 Authorized Investigative Complaint against [REDACTED] On March 23, 2022, via a *Notice of*
3 *Complaint & Request for Records*, the Board notified Respondent of the Authorized Investigative
4 Complaint. The Authorized Investigative Complaint sought a response from Respondent, as well
5 as the records of patient [REDACTED]

6 4. On or about March 26, 2022, the Board received Respondent's written response to
7 the Notice of Complaint and Request for Records.

8 5. Dr. Karen L. Kucharski, DMD was assigned to investigate this matter. On or about
9 April 14, 2022, Dr. Kucharski reviewed the records submitted by [REDACTED]

10 6. On September 14, 2023, the information and documentation described above was
11 independently reviewed by the Nevada State Board of Dental Examiner's Review Panel
12 established pursuant to NRS 631.3635. [REDACTED] did not participate in the Review Panel review
13 of this matter.

14 **II.**

15 **Review Panel's Findings and Recommendations**

16
17 7. Pursuant to NRS 631.3635 and for this matter alone and not for any other purpose
18 (including any pending or subsequent civil action(s)), the Review Panel established, based upon
19 the investigation conducted to date, that Respondent's actions as described in the investigated
20 Complaint constitute unprofessional conduct as follows:

- 21
22 a. A preponderance of the evidence supports that the Respondent's treatment of
23 the patient was below the standard of care, to wit: 1) failure to cease a
24 knowingly difficult extraction and obtain specialist assistance and/or specialist
25 equipment, causing injury to the patient; 2) failure to draft timely and detailed
26 notations on a patient chart; and 3) failure to self-report an unusual incident
27 as required by NRS 631.155(2).

28 8. Respondent acknowledges that the preliminary investigations proceeded through
the Review Panel process as required pursuant to NRS 631.3635; the Review Panel found there is

1 ///

2 sufficient evidence to support the findings and recommendations as contained herein; and the
3 above findings and recommendations were made and/or adopted by the Review Panel and
4 forwarded to Respondent with the opportunity to review and comment on them.

5 9. Respondent understands and acknowledges the following: (1) that the
6 investigator's findings and recommendations were not binding on the Review Panel; (2) neither
7 the investigator's findings and recommendations, nor the findings and recommendation of the
8 Review Panel, are binding on the Board; and (3) Respondent understands and acknowledges that
9 he has the right to dispute these findings at a full Board hearing pursuant to NRS 631.360,
10 including the right to call and examine witnesses and present evidence, but he has knowingly
11 waived this right in order to resolve this matter via this Stipulation Agreement.

12 10. For settlement purposes only, and not for any other purpose (including any
13 subsequent civil or administrative action), and without admitting to the accuracy of the opinions
14 of the investigator or Review Panel, Respondent acknowledges that, if this matter were to proceed
15 to a full board hearing, a sufficient quantity and/or quality of evidence could be proffered sufficient
16 to meet a preponderance of the evidence standard of proof demonstrating that Respondent violated
17 the regulatory and/or statutory provisions noted above in Paragraph 7.

18 **III.**
19 **Terms and Conditions**
20

21 11. Based upon the investigation conducted to date, the opinions of the investigator,
22 the findings of the Review Panel contained in Paragraph 7, and the acknowledgments of
23 Respondent contained in Paragraphs 8 through 10, the parties have agreed to resolve the above-
24 referenced investigation pursuant to the following terms and conditions:

25
26 **(a) Respondent agrees to take and successfully pass the Nevada Dental**
27 **Jurisprudence Exam within one (1) year of the adoption of this agreement.**

28 Respondent acknowledges that the Nevada Dental Jurisprudence Exam is offered

1 online, but that he must contact the Nevada State Board of Dental Examiners to
2 obtain a unique access code which will authorize him to take the online exam.
3 Respondent will be responsible for any costs associated with taking the Nevada
4 Dental Jurisprudence Exam.

5 **(b) In addition to completing the required continuing education necessary for**
6 **license renewal, Respondent agrees to take a Board approved, two-day hands-**
7 **on course on 3rd molar extractions; and four (4) hours of continuing education**
8 **emphasizing record keeping and clinical documentation.**

9 Information, documents, and/or descriptions for the above-referenced supplemental
10 education must be submitted in writing to the Executive Director of the Board for
11 approval prior to attendance. Upon receipt of the written request to attend the
12 supplemental education, the Executive Director of the Board shall notify
13 Respondent in writing whether the requested supplemental education is approved
14 for attendance and meets the requirement outlined in Paragraph 11.B. Respondent
15 may take the record keeping/documentation CE through webinar/online/home
16 study courses, though the extractions course must be taken in person. The costs
17 associated with this supplemental education shall be paid by Respondent. All
18 supplemental education must be completed within six (6) months of the adoption
19 of this Agreement by the Board.

20 In the event Respondent fails to complete the supplemental education set forth in
21 Paragraph 11.B. within six (6) months of the adoption of this Agreement by the
22 Board, and/or fails to complete and pass the Nevada Dental Jurisprudence Exam
23 within one (1) year of the adoption of this Agreement by the Board, Respondent
24 agrees that his license to practice dentistry in the State of Nevada may be
25 automatically suspended by the Board's Executive Director without any further
26 action of the Board other than the issuance of an Order of Suspension by the
27 Executive Director. Respondent agrees not to seek injunctive relief from any
28 Federal or State of Nevada District Court to prevent the automatic suspension of
Respondent's license to practice dentistry in the State of Nevada due to
Respondent's failure to comply with either or both Paragraphs 11.A. and 11.B
and also agrees to waive any other legal claims and remedies resulting from the
automatic suspension of Respondent's license to practice dentistry in the State of
Nevada due to Respondent's failure to comply with either or both Paragraphs 11.A
and 11.B.

If Respondent later completes the required continuing education and submits

1 written proof of the completion of the supplemental education and/or later takes
2 and passes the Nevada Dental Jurisprudence Exam and submits written proof of
3 passage, and he also pays the reinstatement fee pursuant to NRS 631.345,
4 Respondent's license to practice dentistry in the State of Nevada will automatically
5 be reinstated by the Executive Director of the Board without further notice,
6 provided that there are no other violations of any of the provisions contained in this
7 Agreement.

8 Respondent shall be responsible for any costs or attorneys' fees incurred in the
9 event the Board must seek injunctive relief or other legal remedies to prevent
10 Respondent from practicing dentistry during the period Respondent's license is
11 automatically suspended pursuant to this paragraph.

12 Respondent understands and acknowledges that the completion of these continuing
13 education classes and the Nevada Dental Jurisprudence Exam for purposes of
14 fulfilling the obligations of this Stipulation does not relieve him of the continuing
15 education obligations required of a dental licensee upon license renewal, including
16 but not limited to the courses required by NRS 631.342, NAC 631.173, NAC
17 631.175 and/or AB 474.

18 **(c) Respondent agrees that, within sixty (60) days of adoption of this**
19 **Stipulation Agreement by the Board, Respondent shall reimburse the Board**
20 **One Thousand, Five Hundred dollars and zero cents (\$1,500.00), which is the**
21 **flat rate costs and fees assessment of the investigation and complaint resolution**
22 **process from the date of complaint submission to the date of signing (3 years**
23 **of fees). Payment shall be made payable to the Nevada State Board of Dental**
24 **Examiners and mailed directly to 2651 N. Green Valley Pkwy, Ste 104,**
25 **Henderson, NV 89014.**

26 Respondent acknowledges and agrees that the costs and fees described in Paragraph
27 11.C do not include court reporter costs. If a Court Reporter or Recorder was used
28 at any stage of proceedings related to investigation, resolution, or effectuation of
the Verified Complaint, Respondent shall be solely responsible for the costs of the
court reporter or recorder. If the court reporter or recorder direct bills Respondent
and/or their counsel, Respondent shall pay the court reporter or recorder directly
and will be subject to private right of action from the court reporter or recorder for
failure to pay their fees and costs. If the court reporter or recorder bills the Board,
Respondent will be notified of the costs and fees and will be expected to reimburse
the Board the full amount of costs and fees within thirty (30) days of the written

1 request for reimbursement of same. Failure to timely reimburse the Board will
2 trigger the same default events described in the remainder of this paragraph.

3 In the event Respondent defaults on any payment set forth in this Stipulation
4 Agreement (which includes failure to timely pay the fee outlined in Paragraph
5 11.C), Respondent agrees that his license to practice dentistry in the State of Nevada
6 may be suspended upon further action of the Board if they determine that
7 Respondent has failed to comply with the terms of this Stipulation.

8 If suspension results from not paying the required fees outlined in Paragraph 11.C,
9 subsequent to the issuance of the Order of Suspension from the Board, Respondent
10 agrees to pay a liquidated damage amount of Twenty-Five dollars and zero cents
11 (\$25.00) for each day Respondent is in default on the payment(s) outlined in
12 Paragraph 11.C.

13 Upon curing the applicable defaulted payment contained in this Stipulation
14 Agreement and paying the reinstatement fee plus any liquidated damage amount,
15 Respondent's license to practice dentistry in the State of Nevada will automatically
16 be reinstated by the Board's Executor Director without further notice, provided that
17 there are no other violations by Respondent of any of the provisions contained in
18 this Stipulation Agreement.

19 Respondent shall be responsible for any costs or attorney's fees incurred in the
20 event the Board must seek injunctive relief or other legal remedies to either or both
21 prevent Respondent from practicing dentistry during the period Respondent's
22 license is automatically suspended pursuant to this paragraph and/or recoup fines,
23 fees, damages or assessments addressed in this paragraph. In the event Respondent
24 fails to cure any defaulted payments within forty-five (45) days of the default,
25 Respondent agrees that the total amount owed to the Board in recoup fines, fees,
26 damages or assessments may be reduced to a civil judgment; Respondent's review
27 of this Paragraph and signature below will act as a Confession of Judgement should
28 this subsection become effective. Respondent waives any right to have any fines,
fees, damages or assessments owed pursuant to this Stipulation discharged in
bankruptcy.

IV. Consent

12. Acknowledgement of Review of this Agreement. Respondent acknowledges that

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2 they have read all of the provisions contained in this Stipulation Agreement and agree with them
3 in their entirety.

4 13. **Representation by Counsel.** Respondent acknowledges that they have been
5 advised that they have the right to have this matter, including this Stipulation Agreement, reviewed
6 by independent counsel; that review and advice by independent counsel is in their best interest;
7 and that they had ample opportunity to seek independent counsel. Having been advised of his right
8 to independent counsel, as well as having had the opportunity to seek independent counsel,
9 Respondent did seek the advice of counsel and was represented by counsel during the investigation
10 of this matter and at the time of the execution of this Stipulation Agreement. Respondent
11 specifically acknowledges that they have been advised by said counsel with respect to this
12 Stipulation Agreement, and that after consultation with, and upon the advice of, independent
13 counsel, Respondent understands this Stipulation Agreement's terms and conditions and consents
14 to the same.

15 14. **Waiver of Rights.** Respondent is aware that, by entering into this Stipulation
16 Agreement, he is waiving certain valuable due process rights contained in, but not limited to, NRS
17 631, NAC 631, NRS 233B and NAC 233B. Respondent knowingly, willingly and intelligently
18 waives these due process rights, and any other legal rights that may apply in connection with the
19 administrative proceedings resulting from the Authorized Investigative Complaint. Respondent
20 further agrees to settle and resolve this matter as set forth in this Stipulation Agreement without a
21 hearing or any further proceedings, other than Board approval of this Stipulation Agreement.
22 Respondent agrees that in the event the Board adopts this Stipulation Agreement, he hereby waives
23 any and all rights to seek judicial review or otherwise to challenge or contest the validity of the
24 provisions contained herein.

25 15. **No Coercion or Duress.** Respondent acknowledges they are consenting to and
26 have signed/initialed this Stipulation Agreement voluntarily, without coercion, duress, undue
27 influence or intimidation, and in the exercise of their own free will.

28 16. **Result of Voluntary Negotiations.** Respondent recognizes and agrees that this

1 ///

2 Stipulation Agreement is the result of voluntary settlement negotiations, and this Stipulation
3 Agreement is a voluntary compromise and a final agreement.

4 17. **Joint Agreement.** Respondent and the Board that this Stipulation Agreement has
5 been jointly drafted; therefore, no rule of construction shall be applied. In the event this Stipulation
6 Agreement is construed by a court of law or equity to contain ambiguous terms, such court shall
7 not construe it or any provision hereof against the Board, Respondent, or any party as the drafter.
8 The parties hereby acknowledge that all parties have contributed substantially and materially to
9 the preparation of this Stipulation Agreement.

10 18. **Entire Agreement.** Respondent acknowledges the provisions in this Stipulation
11 Agreement contain the entire agreement between Respondent and the Board and the provisions of
12 this Stipulation Agreement can only be modified in writing, with Board approval. Respondent
13 further acknowledges that no other promises in reference to the provisions contained in this
14 Stipulation Agreement have been made by any agent, employee, counsel or any person affiliated
15 with the Nevada State Board of Dental Examiners.

16 19. **Contingent Upon Board Approval.** Respondent understands and acknowledges
17 that this Stipulation Agreement is contingent upon approval of same by the Board. Respondent
18 further understands and acknowledges that said approval will be sought during a Board meeting
19 governed by Nevada's Open Meeting Laws.

20 20. **Release From Liability.** In consideration of the execution of this Stipulation
21 Agreement, Respondent hereby releases, remises, and forever discharges the State of Nevada, the
22 Board, and each of their members, agents, investigators, panel members, employees and legal
23 counsel in their individual and representative capacities, from any and all manner of actions, causes
24 of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and
25 unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have against
26 any or all of the persons or entities named in this section, arising out the investigation or complaint
27 authorized as a result of information received from the Nevada Board of Pharmacy.

28 21. **Board Consideration of Stipulation Agreement.** Respondent understands and

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2 acknowledges that this Stipulation Agreement will be considered by the Board in an open meeting,
3 to which Respondent hereby specifically waives any and all notice requirements for same, whether
4 required by NRS 241.033 or any other statute or regulation. It is understood and stipulated that it
5 is within the Board's sole discretion to accept or reject this Stipulation Agreement.

6 22. **Effect of Acceptance of Agreement by Board.** Respondent understands and
7 agrees that this Stipulation Agreement will only become effective if and when the Board has
8 approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such
9 adoption shall be considered a final disposition of a contested case; upon acceptance of this
10 Stipulation Agreement by the Board, this Stipulation becomes binding and enforceable.
11 Respondent understands and acknowledges that, upon approval by the Board, this Stipulation
12 Agreement will become a public record, and the terms and conditions herein will be effective
13 immediately, without any requirement of a further Order from the Board. Respondent understands
14 it is their responsibility to follow up with the Board to ascertain the status of this Stipulation and
15 when and if it becomes effective.

16 23. **Use in Future Board Proceeding(s).** Respondent acknowledges that, in the event
17 the Board adopts this Stipulation Agreement, it may be considered in any future Board
18 proceeding(s) concerning Respondent or in any future judicial review concerning Respondent
19 and/or this Stipulation Agreement, whether such judicial review is performed by either the State
20 or Federal District Court(s).

21 24. **Effect of Rejection of Agreement by Board.** Respondent acknowledges that, in
22 the event this Stipulation Agreement is rejected by the Board, the Board may take other and/or
23 further action as allowed by statute, regulation, and/or appropriate authority. In the event that this
24 Stipulation Agreement is not approved by the Board and this matter proceeds to a full Board
25 hearing, Respondent expressly waives any right to challenge the Board or its members appearing,
26 considering and deciding the resolution of the Complaint at the full Board hearing based upon an
27 assertion of bias as a result of the Board having reviewed this Stipulation Agreement prior to
28 rejecting this Stipulation Agreement.

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2 25. **Disciplinary Nature of this Stipulation Agreement and Reporting.** Respondent
3 considers this Stipulation Agreement to be disciplinary in nature, and Respondent understands and
4 agrees that the Board is required to report this Stipulation Agreement to the National Practitioner
5 Data Bank in accordance with the rules governing such reporting requirements.

6 26. **Choice of Law.** In the event Respondent resides in or moves to another jurisdiction
7 while the Complaint is being investigated, resolved, or effectuated, and Respondent and/or the
8 Board seek court intervention related to any aspect of Respondent's case, both parties
9 acknowledge and agree that any court intervention will be solely filed in a Nevada state or federal
10 district court and/or justice court with appropriate jurisdiction, and that, aside from any applicable
11 federal law, Nevada law will govern the adjudication of all legal claims related to the investigation,
12 resolution, and effectuation of the Complaint and/or Stipulation Agreement. In the event any trial
13 (jury or bench) results from any legal action related to the investigation, resolution, or effectuation
14 of the Complaint and/or Stipulation Agreement, and said proceedings began in a court outside of
15 Clark County, Las Vegas, NV, both parties agree to the removal of the case to a trial court located
16 in Clark County, Las Vegas, NV.

17 27. **Headings.** All sections, titles, captions or headings contained in this Stipulation
18 Agreement are for convenience only and shall not affect the meaning or interpretation of this
19 Stipulation Agreement.

20 DATED this 30th day of July, 2025.

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28

Respondent

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM AND CONTENT

By Andrea Barraclough this 31st day of July, 2025.
Andrea Barraclough, Esq.
Nevada State Board of Dental Examiners
General Counsel

APPROVED AS TO FORM AND CONTENT

By Jana L McIntyre this 24 day of July, 2025.
Jana McIntyre, RDH
Review Panel Member

BOARD ACTION

This *Corrective Action Disciplinary Stipulation Agreement* in the matter captioned as
Nevada State Board of Dental Examiners vs. [REDACTED] Case No. 5852-2104, was
(check appropriate action):

Approved _____ Disapproved _____

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

DATED this ____ day of _____, 2025.

Ronald West, DMD
President
NEVADA STATE BOARD OF DENTAL EXAMINERS

1 ///

2 of patient [REDACTED]

3 4. On or about August 19, 2024, the Board received Respondent's written response to
4 the Notice of Complaint and Request for Records.

5 5. A Preliminary Screening Consultant (PSC) was subsequently assigned to clinically
6 review and produce a report regarding this matter.

7 6. On October 28, 2024, the information and documentation described above was
8 independently reviewed by the Nevada State Board of Dental Examiner's Review Panel
9 established pursuant to NRS 631.3635. The PSC did not participate in the Review Panel review
10 of this matter.

11 7. An initial proposed Corrective Action Plan Non-Disciplinary Stipulation
12 Agreement was submitted to the Respondent on about November 13, 2024. Though Respondent
13 initially agreed to other settlement Terms and Conditions, Respondent ultimately revoked her
14 approval of the original Stipulation and requested a reconsideration of the settlement Terms and
15 Conditions. The Review Panel reconvened to discuss Respondent's request for reconsideration;
16 this new Stipulation with amended Terms and Conditions is the end result of the Review Panel's
17 reconsideration.

18 II.

19 Review Panel's Findings and Recommendations

20
21 8. Pursuant to NRS 631.3635 and for this matter alone and not for any other purpose
22 (including any pending or subsequent civil action(s)), the Review Panel established, based upon
23 the investigation conducted to date, that Respondent's actions as described in the investigated
24 Complaint constitute unprofessional conduct as follows:

- 25 a) **A preponderance of evidence supports that the Respondent's treatment**
26 **was below the standard of care, to wit: Respondent failed to adequately**
27 **document treatment notes.**

28

1 ///

2 9. Respondent acknowledges that the PSC's preliminary review proceeded through
3 the Review Panel process as required pursuant to NRS 631.3635; that the Review Panel found
4 there is sufficient evidence to support the findings and recommendations contained herein; and
5 that the above findings and recommendations were made and/or adopted by the Review Panel.

6 10. Respondent acknowledges that the PSC's preliminary review proceeded through
7 the Review Panel process as required pursuant to NRS 631.3635; that the Review Panel found that
8 there is sufficient evidence to support the findings and recommendations contained herein; and
9 that the above findings and recommendations were made and/or adopted by the Review Panel.

10 Respondent understands and acknowledges the following: (1) that the PSC's findings and
11 recommendations were not binding on the Review Panel; (2) neither the PSC's findings and
12 recommendations, nor the findings and recommendations of the Review Panel, are binding on the
13 Board; and (3) Respondent understands and acknowledges that he has the right to dispute these
14 findings at a full Board hearing pursuant to NRS 631.360, including the right to call and examine
15 witnesses and present evidence, but he has knowingly waived this right in order to resolve this
16 matter via this Stipulation Agreement.

17 11. For settlement purposes only, and not for any other purpose (including any
18 subsequent civil or administrative action), and without admitting to the accuracy of the opinions
19 of the PSC or Review Panel, Respondent acknowledges that, if this matter were to proceed to a
20 full board hearing, a sufficient quantity and/or quality of evidence could be proffered sufficient to
21 meet a preponderance of the evidence standard of proof demonstrating that Respondent violated
22 the regulatory and/or statutory provisions noted above in Paragraph 8.

23 **III.**

24 **Terms and Conditions**

25
26 12. Based upon the investigation conducted to date, the opinions of the PSC, and the
27 findings of the Review Panel contained in Paragraph 8, and the acknowledgments of Respondent
28 contained in Paragraphs 9 through 11, the parties have agreed to resolve the above-referenced

1 investigation pursuant to the following terms and conditions:

2
3 **(a) In addition to completing the required continuing education necessary for**
4 **license renewal, Respondent agrees to obtain an additional two (2) hours of**
5 **supplemental continuing education with an emphasis on record**
6 **keeping/clinical documentation.¹**

7 Information, documents, and/or descriptions for the above-referenced supplemental
8 education must be submitted in writing to the Executive Director of the Board for
9 approval prior to attendance. Upon receipt of the written request to attend the
10 supplemental education, the Executive Director of the Board shall notify
11 Respondent in writing whether the requested supplemental education is approved
12 for attendance and meets the requirement outlined in Paragraph 12.A. Respondent
13 agrees that at least 50% of the required supplemental education shall be completed
14 through attendance at live presentations and/or via live lecture webinar; up to 50%
15 of the required supplemental education may be completed through online/home
16 study courses. The cost associated with this supplemental education shall be paid
17 by Respondent. All supplemental education must be completed within six (6)
18 months of the adoption of this Agreement by the Board.

19 In the event Respondent fails to complete the supplemental education set forth in
20 Paragraph 12.A within six (6) months of the adoption of this Agreement by the
21 Board, and/or fails to complete and pass the Nevada Dental Jurisprudence Exam
22 within one (1) year of the adoption of this Agreement by the Board, Respondent
23 agrees that his license to practice dentistry in the State of Nevada may be
24 automatically suspended by the Board's Executive Director without any further
25 action of the Board other than the issuance of an Order of Suspension by the
26 Executive Director. Respondent agrees not to seek injunctive relief from any
27 Federal or State of Nevada District Court to prevent the automatic suspension of
28 Respondent's license to practice dentistry in the State of Nevada due to
Respondent's failure to comply with either or both Paragraphs 12.A and 12.B and
also agrees to waive any other legal claims and remedies resulting from the
automatic suspension of Respondent's license to practice dentistry in the State of
Nevada due to Respondent's failure to comply with any or all of Paragraphs 12.A,
12.B, or 12.C.

¹ This CE condition is a reduction from the originally ordered five (5) CE credit hours, as reconsidered by the Review Panel.

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If Respondent later completes the required continuing education and submits written proof of the completion of the supplemental education and/or later takes and passes the Nevada Dental Jurisprudence Exam and submits written proof of passage, and he also pays the reinstatement fee pursuant to NRS 631.345, Respondent's license to practice dentistry in the State of Nevada will automatically be reinstated by the Executive Director of the Board without further notice, provided that there are no other violations of any of the provisions contained in this Agreement.

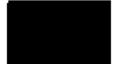
Respondent shall be responsible for any costs or attorneys' fees incurred in the event the Board must seek injunctive relief or other legal remedies to prevent Respondent from practicing dentistry during the period Respondent's license is automatically suspended pursuant to this paragraph.

Respondent understands and acknowledges that the completion of these continuing education classes and the Nevada Dental Jurisprudence Exam for purposes of fulfilling the obligations of this Stipulation does not relieve him of the continuing education obligations required of a dental licensee upon license renewal, including but not limited to the courses required by NRS 631.342, NAC 631.173, NAC 631.175 and/or AB 474.

This case is a companion to another case filed simultaneously, Case No. 6784-2428. Respondent acknowledges that this continuing education requirement is in addition to the continuing education requirement in the other case, such that the course work for the two (2) hours here must be different than any courses taken to fulfil the obligations in the other case.

(b) Respondent agrees that, within sixty (60) days of adoption of this Stipulation Agreement by the Board, Respondent shall reimburse the Board One Thousand, Five Hundred dollars and zero cents (\$1,500.00), which was the flat rate costs and fees of the investigation and compliant resolution process in effect on the date of complaint submission. Payment shall be made payable to the Nevada State Board of Dental Examiners and mailed directly to 2651 N. Green Valley Pkwy, Ste 104, Henderson, NV 89014.

(c) Respondent agrees that, within sixty (60) days of adoption of this Stipulation Agreement by the Board, Respondent shall reimburse patient


Respondent's Initials

1 [REDACTED] the amount of Three Thousand Two Hundred
2 Fourteen dollars and 00/100 (\$3,214.00), which is the total out-of-pocket costs
3 paid to Respondent by the patient as compensation for the services underlying
4 the Complaint.² Payment shall be made by check or money order in the
5 patient's name, but submitted to the Nevada State Board of Dental Examiners
6 at 2651 N. Green Valley Pkwy, Ste 104, Henderson, NV 89014 (who will acts
7 as a mediary to get the reimbursement to the patient).

8 Respondent acknowledges and agrees that the costs and fees described in Paragraph
9 12.B do not include court reporter costs. If a Court Reporter or Recorder was used
10 at any stage of proceedings related to investigation, resolution, or effectuation of
11 the Verified Complaint, Respondent shall be solely responsible for the costs of the
12 court reporter or recorder. If the court reporter or recorder direct bills Respondent
13 and/or their counsel, Respondent shall pay the court reporter or recorder directly
14 and will be subject to private right of action from the court reporter or recorder for
15 failure to pay their fees and costs. If the court reporter or recorder bills the Board,
16 Respondent will be notified of the costs and fees and will be expected to reimburse
17 the Board the full amount of costs and fees within thirty (30) days of the written
18 request for reimbursement of same. Failure to timely reimburse the Board will
19 trigger the same default events described in the remainder of this paragraph.

20 In the event Respondent defaults on any payment set forth in this Stipulation
21 Agreement (which includes failure to timely pay the fees outlined in Paragraph
22 12.B and/or the patient reimbursement outlined in Paragraph 12.C), Respondent
23 agrees that his license to practice dentistry in the State of Nevada may be suspended
24 upon further action of the Board if they determine that Respondent has failed to
25 comply with the terms of this Stipulation.

26 If suspension results from not paying the required fees outlined in Paragraphs 12.B
27 and/or 12.C, subsequent to the issuance of the Order of Suspension from the Board,
28 Respondent agrees to pay a liquidated damage amount of Twenty-Five dollars and
zero cents (\$25.00) for each day Respondent is in default on the payment(s)

² The Review Panel did reconsider this condition in response to Respondent's request to excuse or reduce the reimbursement amount. Respondent argued that the patient waiting to ask for a refund until all dental work was completed instead of stopping the work when he became dissatisfied may have been disingenuous, and rewarding such behavior could encourage the patient to engage in disingenuous complaints in exchange for free dental services in the future. However, there is insufficient evidence supporting a fraudulent motive for the patient requesting a refund. Thus, the reimbursement condition remains a settlement requirement.

outlined in Paragraphs 12.B and 12.C.

Upon curing the applicable defaulted payment(s) contained in this Stipulation Agreement and paying the reinstatement fee plus any liquidated damage amount, Respondent's license to practice dentistry in the State of Nevada will automatically be reinstated by the Board's Executor Director without further notice, provided that there are no other violations by Respondent of any of the provisions contained in this Stipulation Agreement.

Respondent shall be responsible for any costs or attorney's fees incurred in the event the Board must seek injunctive relief or other legal remedies to either or both prevent Respondent from practicing dentistry during the period Respondent's license is automatically suspended pursuant to this paragraph and/or recoup fines, fees, damages or assessments addressed in this paragraph. In the event Respondent fails to cure any defaulted payments within forty-five (45) days of the default, Respondent agrees that the total amount owed to the Board in fines, fees, damages or assessments may be reduced to a civil judgment, and/or the total amount owed to the patient for reimbursement under Paragraph 12.C may be reduced to a civil judgment. Respondent's review of this Paragraph and signature below will act as a Confession of Judgement should this subsection become effective. Respondent waives any right to have any fines, fees, damages or assessments owed pursuant to this Stipulation discharged in bankruptcy.

As above, this case is a companion to another case filed simultaneously, Case No. 6784-2429. Respondent acknowledges that this patient reimbursement requirement is in addition to the patient reimbursement requirement in the other case, such that paying this patient's reimbursement does not satisfy the reimbursement requirement in the other case. Respondent also acknowledges that the administrative processing fee in this case outlined in Paragraph 12.B is in addition to the administrative processing fee in other case, such that paying \$1,500 in one case does not also satisfy the \$1,500 fee in the other case.

IV. **Consent**

13. **Acknowledgement of Review of this Agreement.** Respondent acknowledges that she has read all of the provisions contained in this Stipulation Agreement and agrees with them in their entirety.

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2 14. **Representation by Counsel.** Respondent acknowledges that she has been advised
3 that she has the right to have this matter, including this Stipulation Agreement, reviewed by
4 independent counsel, that review and advice by independent counsel is in her best interest, and
5 that she had ample opportunity to seek independent counsel. Having been advised of her right to
6 independent counsel, as well as having had the opportunity to seek independent counsel,
7 Respondent did not seek the advice of counsel and was not represented by counsel during the
8 investigation of this matter and at the time of the execution of this Stipulation Agreement.
9 Respondent specifically acknowledges that despite not having been advised by counsel with
10 respect to this Stipulation Agreement, Respondent understands this Stipulation Agreement's terms
11 and conditions and consents to same.

12 15. **Waiver of Rights.** Respondent is aware that, by entering into this Stipulation
13 Agreement, he is waiving certain valuable due process rights contained in, but not limited to, NRS
14 631, NAC 631, NRS 233B and NAC 233B. Respondent knowingly, willingly and intelligently
15 waives these due process rights, and any other legal rights that may apply in connection with the
16 administrative proceedings resulting from the Authorized Investigative Complaint. Respondent
17 further agrees to settle and resolve this matter as set forth in this Stipulation Agreement without a
18 hearing or any further proceedings, other than Board approval of this Stipulation Agreement.
19 Respondent agrees that, in the event the Board adopts this Stipulation Agreement, he hereby
20 waives any and all rights to seek judicial review or appeal, or otherwise to challenge or contest the
21 validity of the provisions contained herein.

22 16. **No Coercion or Duress.** Respondent acknowledges he is consenting to and has
23 signed/initialed this Stipulation Agreement voluntarily, without coercion, duress, undue influence
24 or intimidation, and in the exercise of his own free will.

25 17. **Result of Voluntary Negotiations.** Respondent recognizes and agrees that this
26 Stipulation Agreement is the result of voluntary settlement negotiations, and that this Stipulation
27 Agreement is a voluntary compromise and a final agreement.

28 18. **Joint Agreement.** Respondent and the Board agree that this Stipulation Agreement

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2 has been jointly drafted; therefore, no rule of construction shall be applied. In the event this
3 Stipulation Agreement is construed by a court of law or equity to contain ambiguous terms, such
4 court shall not construe it or any provision hereof against the Board, Respondent, or any party as
5 the drafter. The parties hereby acknowledge that all parties have contributed substantially and
6 materially to the preparation of this Stipulation Agreement.

7 19. **Entire Agreement.** Respondent acknowledges the provisions in this Stipulation
8 Agreement contain the entire agreement between Respondent and the Board and the provisions of
9 this Stipulation Agreement can only be modified in writing, with Board approval. Respondent
10 further acknowledges that no other promises in reference to the provisions contained in this
11 Stipulation Agreement have been made by any agent, employee, counsel or any person affiliated
12 with the Nevada State Board of Dental Examiners.

13 20. **Contingent Upon Board Approval.** Respondent understands and acknowledges
14 that this Stipulation Agreement is contingent upon approval of same by the Board. Respondent
15 further understands and acknowledges that said approval will be sought during a Board meeting
16 governed by Nevada's Open Meeting Laws.

17 21. **Release From Liability.** In consideration of the execution of this Stipulation
18 Agreement, Respondent hereby releases, remises, and forever discharges the State of Nevada, the
19 Board, and each of their members, agents, investigators, panel members, employees and legal
20 counsel in their individual and representative capacities, from any and all manner of actions, causes
21 of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and
22 unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have against
23 any or all of the persons or entities named in this section, arising out the investigation or complaint
24 authorized as a result of information received from the Nevada Board of Pharmacy.

25 22. **Board Consideration of Stipulation Agreement.** Respondent understands and
26 acknowledges that this Stipulation Agreement will be considered by the Board in an open meeting,
27 to which Respondent hereby specifically waives any and all notice requirements for same, whether
28 required by NRS 241.033 or any other statute or regulation. It is understood and stipulated that it

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2 is within the Board's sole discretion to accept or reject this Stipulation Agreement.

3 23. **Effect of Acceptance of Agreement by Board.** Respondent understands and
4 agrees that this Stipulation Agreement will only become effective if and when the Board has
5 approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such
6 adoption shall be considered a final disposition of a contested case; upon acceptance of this
7 Stipulation Agreement by the Board, this Stipulation becomes binding and enforceable.
8 Respondent understands and acknowledges that, upon approval by the Board, this Stipulation
9 Agreement will become a public record, and the terms and conditions herein will be effective
10 immediately, without any requirement of a further Order from the Board. Respondent understands
11 it is his responsibility to follow up with the Board to ascertain the status of this Stipulation and
12 when and if it becomes effective.

13 24. **Use in Future Board Proceeding(s).** Respondent acknowledges that, in the event
14 the Board adopts this Stipulation Agreement, it may be considered in any future Board
15 proceeding(s) concerning Respondent or in any future judicial review concerning Respondent
16 and/or this Stipulation Agreement, whether such judicial review is performed by either the State
17 or Federal District Court(s).

18 25. **Effect of Rejection of Agreement by Board.** Respondent acknowledges that, in
19 the event this Stipulation Agreement is rejected by the Board, the Board may take other and/or
20 further action as allowed by statute, regulation, and/or appropriate authority. In the event that this
21 Stipulation Agreement is not approved by the Board and this matter proceeds to a full Board
22 hearing, Respondent expressly waives any right to challenge the Board or its members appearing,
23 considering and deciding the resolution of the Complaint at the full Board hearing based upon an
24 assertion of bias as a result of the Board having reviewed this Stipulation Agreement prior to
25 rejecting this Stipulation Agreement.

26 26. **Non-Disciplinary Nature of this Stipulation Agreement.** Respondent
27 understands, and the Board agrees, that the Board considers this Stipulation Agreement to be non-
28 disciplinary in nature and that that Board will not report this action to the National Practitioner

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2 Data Bank unless ordered or required to do so by the National Practitioner Data Bank based upon
3 the National Practitioner Data Bank's interpretation of this Stipulation Agreement.

4 27. **Choice of Law**. In the event Respondent resides in or moves to another jurisdiction
5 while the Complaint is being investigated, resolved, or effectuated, and Respondent and/or the
6 Board seek court intervention related to any aspect of Respondent's case, both parties
7 acknowledge and agree that any court intervention will be solely filed in a Nevada state or federal
8 district court and/or justice court with appropriate jurisdiction, and that, aside from any applicable
9 federal law, Nevada law will govern the adjudication of all legal claims related to the investigation,
10 resolution, and effectuation of the Complaint and/or Stipulation Agreement. In the event any trial
11 (jury or bench) results from any legal action related to the investigation, resolution, or effectuation
12 of the Complaint and/or Stipulation Agreement, and said proceedings began in a court outside of
13 Clark County, Las Vegas, NV, both parties agree to the removal of the case to a trial court located
14 in Clark County, Las Vegas, NV.

15 28. **Headings**. All sections, titles, captions or headings contained in this Stipulation
16 Agreement are for convenience only and shall not affect the meaning or interpretation of this
17 Stipulation Agreement.

18 DATED this 27 day of July, 2025.

19
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21 Respondent

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25 **APPROVED AS TO FORM AND CONTENT**

26 By Andrea Barraclough this 1st day of August, 2025.
27 Andrea Barraclough, Esq.
28 Nevada State Board of Dental Examiners
General Counsel

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2 **APPROVED AS TO FORM AND CONTENT**

3 By Yamilka Arias, RDH this 14 day of July, 2025.
4 Yamilka Arias, RDH
5 Review Panel Member

6 **BOARD ACTION**

7 This *Corrective Action Non Disciplinary Stipulation Agreement* in the matter captioned as
8 Nevada State Board of Dental Examiners vs. [REDACTED] Case No. 6784-2429, was
9 (check appropriate action):

10
11 Approved _____ Disapproved _____
12 by a vote of the Nevada State Board of Dental Examiners at a properly noticed meeting
13 DATED this ____ day of _____, 2025.
14

15
16 _____
17 **Ronald West, DMD**
18 **President**
19 **NEVADA STATE BOARD OF DENTAL EXAMINERS**
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STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 6784-2428

Complainant,

vs.

Respondent.

**CORRECTIVE ACTION PLAN
NON-DISCIPLINARY
STIPULATION AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED via this *Corrective Action Plan Non Disciplinary Stipulation Agreement* (Stipulation Agreement or Stipulation), by and between [REDACTED] (Respondent or [REDACTED] and the NEVADA STATE BOARD OF DENTAL EXAMINERS (the Board), by and through the Board's general counsel, Andrea Barraclough, Esq., as follows:

I.
Background

1. Respondent is a dentist who is licensed to practice dentistry in the State of Nevada by the Board pursuant to Chapter 631 of the Nevada Revised Statutes (NRS) and Chapter 631 of the Nevada Administrative Code (NAC). Respondent was licensed in Nevada on April 17, 1975, License No. [REDACTED]

2. On or about August 9, 2024, the Board received a Verified Complaint from patient [REDACTED] regarding issues with the dental care he received from [REDACTED] alleging possible violations of NRS Chapter 631 and/or NAC Chapter 631.

3. On or about August 12, 2024, via a *Notice of Complaint & Request for Records*, the Board notified Respondent of the Verified Complaint received from [REDACTED]

[REDACTED] The Authorized Complaint sought a response from Respondent, as well as the records

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2 of patient [REDACTED]

3 4. On or about August 19, 2024, the Board received Respondent's written response to
4 the Notice of Complaint and Request for Records.

5 5. A Preliminary Screening Consultant (PSC) was subsequently assigned to clinically
6 review and produce a report regarding this matter.

7 6. On October 28, 2024, the information and documentation described above was
8 independently reviewed by the Nevada State Board of Dental Examiner's Review Panel
9 established pursuant to NRS 631.3635. The PSC did not participate in the Review Panel review
10 of this matter.

11 7. An initial proposed Corrective Action Plan Non-Disciplinary Stipulation
12 Agreement was submitted to the Respondent on about November 13, 2024. Though Respondent
13 initially agreed to other settlement Terms and Conditions, Respondent ultimately revoked her
14 approval of the original Stipulation and requested a reconsideration of the settlement Terms and
15 Conditions. The Review Panel reconvened to discuss Respondent's request for reconsideration;
16 this new Stipulation with amended Terms and Conditions is the end result of the Review Panel's
17 reconsideration.

18 **II.**

19 **Review Panel's Findings and Recommendations**

20
21 8. Pursuant to NRS 631.3635 and for this matter alone and not for any other purpose
22 (including any pending or subsequent civil action(s)), the Review Panel established, based upon
23 the investigation conducted to date, that Respondent's actions as described in the investigated
24 Complaint constitute unprofessional conduct as follows:

- 25
26 a) **A preponderance of evidence supports that the Respondent's treatment**
27 **was below the standard of care, to wit: Respondent failed to adequately**
28 **document treatment notes.**

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2 9. Respondent acknowledges that the PSC's preliminary review proceeded through
3 the Review Panel process as required pursuant to NRS 631.3635; that the Review Panel found
4 there is sufficient evidence to support the findings and recommendations contained herein; and
5 that the above findings and recommendations were made and/or adopted by the Review Panel.

6 10. Respondent acknowledges that the PSC's preliminary review proceeded through
7 the Review Panel process as required pursuant to NRS 631.3635; that the Review Panel found that
8 there is sufficient evidence to support the findings and recommendations contained herein; and
9 that the above findings and recommendations were made and/or adopted by the Review Panel.

10 Respondent understands and acknowledges the following: (1) that the PSC's findings and
11 recommendations were not binding on the Review Panel; (2) neither the PSC's findings and
12 recommendations, nor the findings and recommendations of the Review Panel, are binding on the
13 Board; and (3) Respondent understands and acknowledges that he has the right to dispute these
14 findings at a full Board hearing pursuant to NRS 631.360, including the right to call and examine
15 witnesses and present evidence, but he has knowingly waived this right in order to resolve this
16 matter via this Stipulation Agreement.

17 11. For settlement purposes only, and not for any other purpose (including any
18 subsequent civil or administrative action), and without admitting to the accuracy of the opinions
19 of the PSC or Review Panel, Respondent acknowledges that, if this matter were to proceed to a
20 full board hearing, a sufficient quantity and/or quality of evidence could be proffered sufficient to
21 meet a preponderance of the evidence standard of proof demonstrating that Respondent violated
22 the regulatory and/or statutory provisions noted above in Paragraph 8.

23 **III.**
24 **Terms and Conditions**
25

26 12. Based upon the investigation conducted to date, the opinions of the PSC, the
27 findings of the Review Panel contained in Paragraph 8, and the acknowledgments of Respondent
28 contained in Paragraphs 9 through 11, the parties have agreed to resolve the above-referenced

1 investigation pursuant to the following terms and conditions:

2
3 **(a) In addition to completing the required continuing education necessary for**
4 **license renewal, Respondent agrees to obtain an additional two (2) hours of**
5 **supplemental continuing education with an emphasis on record**
6 **keeping/clinical documentation.¹**

7 Information, documents, and/or descriptions for the above-referenced supplemental
8 education must be submitted in writing to the Executive Director of the Board for
9 approval prior to attendance. Upon receipt of the written request to attend the
10 supplemental education, the Executive Director of the Board shall notify
11 Respondent in writing whether the requested supplemental education is approved
12 for attendance and meets the requirement outlined in Paragraph 12.A. Respondent
13 agrees that at least 50% of the required supplemental education shall be completed
14 through attendance at live presentations and/or via live lecture webinar; up to 50%
15 of the required supplemental education may be completed through online/home
16 study courses. The cost associated with this supplemental education shall be paid
17 by Respondent. All supplemental education must be completed within six (6)
18 months of the adoption of this Agreement by the Board.

19 In the event Respondent fails to complete the supplemental education set forth in
20 Paragraph 12.A within six (6) months of the adoption of this Agreement by the
21 Board, and/or fails to complete and pass the Nevada Dental Jurisprudence Exam
22 within one (1) year of the adoption of this Agreement by the Board, Respondent
23 agrees that his license to practice dentistry in the State of Nevada may be
24 automatically suspended by the Board's Executive Director without any further
25 action of the Board other than the issuance of an Order of Suspension by the
26 Executive Director. Respondent agrees not to seek injunctive relief from any
27 Federal or State of Nevada District Court to prevent the automatic suspension of
28 Respondent's license to practice dentistry in the State of Nevada due to
Respondent's failure to comply with either or both Paragraphs 12.A and 12.B and
also agrees to waive any other legal claims and remedies resulting from the
automatic suspension of Respondent's license to practice dentistry in the State of
Nevada due to Respondent's failure to comply with any or all of Paragraphs 12.A,
12.B, or 12.C.

¹ This CE condition is a reduction from the originally ordered five (5) CE credit hours, as reconsidered by the Review Panel.

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2 If Respondent later completes the required continuing education and submits
3 written proof of the completion of the supplemental education and/or later takes
4 and passes the Nevada Dental Jurisprudence Exam and submits written proof of
5 passage, and he also pays the reinstatement fee pursuant to NRS 631.345,
6 Respondent's license to practice dentistry in the State of Nevada will automatically
7 be reinstated by the Executive Director of the Board without further notice,
8 provided that there are no other violations of any of the provisions contained in this
9 Agreement.

10 Respondent shall be responsible for any costs or attorneys' fees incurred in the
11 event the Board must seek injunctive relief or other legal remedies to prevent
12 Respondent from practicing dentistry during the period Respondent's license is
13 automatically suspended pursuant to this paragraph.

14 Respondent understands and acknowledges that the completion of these continuing
15 education classes and the Nevada Dental Jurisprudence Exam for purposes of
16 fulfilling the obligations of this Stipulation does not relieve him of the continuing
17 education obligations required of a dental licensee upon license renewal, including
18 but not limited to the courses required by NRS 631.342, NAC 631.173, NAC
19 631.175 and/or AB 474.

20 This case is a companion to another case filed simultaneously, Case No. 6784-
21 2429. Respondent acknowledges that this continuing education requirement is in
22 addition to the continuing education requirement in the other case, such that the
23 course work for the two (2) hours here must be different than any courses taken to
24 fulfil the obligations in the other case.

25 **(b) Respondent agrees that, within sixty (60) days of adoption of this**
26 **Stipulation Agreement by the Board, Respondent shall reimburse the Board**
27 **One Thousand, Five Hundred dollars and zero cents (\$1,500.00), which was**
28 **the flat rate costs and fees of the investigation and compliant resolution process**
in effect on the date of complaint submission. Payment shall be made payable
to the Nevada State Board of Dental Examiners and mailed directly to 2651 N.
Green Valley Pkwy, Ste 104, Henderson, NV 89014.

(c) Respondent agrees that, within sixty (60) days of adoption of this
Stipulation Agreement by the Board, Respondent shall reimburse patient

1 [REDACTED] he amount of Five Hundred Fifty dollars and
2 00/100 (\$550.00), which is the total out-of-pocket costs paid to Respondent by
3 the patient as compensation for the services underlying the Complaint.²
4 Payment shall be made by check or money order in the patient's name, but
5 submitted to the Nevada State Board of Dental Examiners at 2651 N. Green
6 Valley Pkwy, Ste 104, Henderson, NV 89014 (who will acts as a mediary to get
7 the reimbursement to the patient).

8 Respondent acknowledges and agrees that the costs and fees described in Paragraph
9 12.B do not include court reporter costs. If a Court Reporter or Recorder was used
10 at any stage of proceedings related to investigation, resolution, or effectuation of
11 the Verified Complaint, Respondent shall be solely responsible for the costs of the
12 court reporter or recorder. If the court reporter or recorder direct bills Respondent
13 and/or their counsel, Respondent shall pay the court reporter or recorder directly
14 and will be subject to private right of action from the court reporter or recorder for
15 failure to pay their fees and costs. If the court reporter or recorder bills the Board,
16 Respondent will be notified of the costs and fees and will be expected to reimburse
17 the Board the full amount of costs and fees within thirty (30) days of the written
18 request for reimbursement of same. Failure to timely reimburse the Board will
19 trigger the same default events described in the remainder of this paragraph.

20 In the event Respondent defaults on any payment set forth in this Stipulation
21 Agreement (which includes failure to timely pay the fees outlined in Paragraph
22 12.B and/or the patient reimbursement outlined in Paragraph 12.C), Respondent
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24 upon further action of the Board if they determine that Respondent has failed to
25 comply with the terms of this Stipulation.

26 If suspension results from not paying the required fees outlined in Paragraphs 12.B
27 and/or 12.C, subsequent to the issuance of the Order of Suspension from the Board,
28 Respondent agrees to pay a liquidated damage amount of Twenty-Five dollars and
zero cents (\$25.00) for each day Respondent is in default on the payment(s)

² The Review Panel did reconsider this condition in response to Respondent's request to excuse or reduce the reimbursement amount. Respondent argued that the patient waiting to ask for a refund until all dental work was completed instead of stopping the work when he became dissatisfied may have been disingenuous, and rewarding such behavior could encourage the patient to engage in disingenuous complaints in exchange for free dental services in the future. However, there is insufficient evidence supporting a fraudulent motive for the patient requesting a refund. Thus, the reimbursement condition remains a settlement requirement.

1 outlined in Paragraphs 12.B and 12.C.

2 Upon curing the applicable defaulted payment(s) contained in this Stipulation
3 Agreement and paying the reinstatement fee plus any liquidated damage amount,
4 Respondent's license to practice dentistry in the State of Nevada will automatically
5 be reinstated by the Board's Executor Director without further notice, provided that
6 there are no other violations by Respondent of any of the provisions contained in
7 this Stipulation Agreement.

8 Respondent shall be responsible for any costs or attorney's fees incurred in the
9 event the Board must seek injunctive relief or other legal remedies to either or both
10 prevent Respondent from practicing dentistry during the period Respondent's
11 license is automatically suspended pursuant to this paragraph and/or recoup fines,
12 fees, damages or assessments addressed in this paragraph. In the event Respondent
13 fails to cure any defaulted payments within forty-five (45) days of the default,
14 Respondent agrees that the total amount owed to the Board in fines, fees, damages
15 or assessments may be reduced to a civil judgment, and/or the total amount owed
16 to the patient for reimbursement under Paragraph 12.C may be reduced to a civil
17 judgment. Respondent's review of this Paragraph and signature below will act as a
18 Confession of Judgement should this subsection become effective. Respondent
19 waives any right to have any fines, fees, damages or assessments owed pursuant to
20 this Stipulation discharged in bankruptcy.

21 As above, this case is a companion to another case filed simultaneously, Case No.
22 6784-2429. Respondent acknowledges that this patient reimbursement requirement
23 is in addition to the patient reimbursement requirement in the other case, such that
24 paying this patient's reimbursement does not satisfy the reimbursement
25 requirement in the other case. Respondent also acknowledges that the
26 administrative processing fee in this case outlined in Paragraph 12.B is in addition
27 to the administrative processing fee in other case, such that paying \$1,500 in one
28 case does not also satisfy the \$1,500 fee in the other case.

23 IV. 24 Consent

25
26 13. Acknowledgement of Review of this Agreement. Respondent acknowledges that
27 she has read all of the provisions contained in this Stipulation Agreement and agrees with them in
28 their entirety.

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2 14. **Representation by Counsel.** Respondent acknowledges that she has been advised
3 that she has the right to have this matter, including this Stipulation Agreement, reviewed by
4 independent counsel, that review and advice by independent counsel is in her best interest, and
5 that she had ample opportunity to seek independent counsel. Having been advised of her right to
6 independent counsel, as well as having had the opportunity to seek independent counsel,
7 Respondent did not seek the advice of counsel and was not represented by counsel during the
8 investigation of this matter and at the time of the execution of this Stipulation Agreement.
9 Respondent specifically acknowledges that despite not having been advised by counsel with
10 respect to this Stipulation Agreement, Respondent understands this Stipulation Agreement's terms
11 and conditions and consents to same.

12 15. **Waiver of Rights.** Respondent is aware that, by entering into this Stipulation
13 Agreement, he is waiving certain valuable due process rights contained in, but not limited to, NRS
14 631, NAC 631, NRS 233B and NAC 233B. Respondent knowingly, willingly and intelligently
15 waives these due process rights, and any other legal rights that may apply in connection with the
16 administrative proceedings resulting from the Authorized Investigative Complaint. Respondent
17 further agrees to settle and resolve this matter as set forth in this Stipulation Agreement without a
18 hearing or any further proceedings, other than Board approval of this Stipulation Agreement.
19 Respondent agrees that, in the event the Board adopts this Stipulation Agreement, he hereby
20 waives any and all rights to seek judicial review or appeal, or otherwise to challenge or contest the
21 validity of the provisions contained herein.

22 16. **No Coercion or Duress.** Respondent acknowledges he is consenting to and has
23 signed/initialed this Stipulation Agreement voluntarily, without coercion, duress, undue influence
24 or intimidation, and in the exercise of his own free will.

25 17. **Result of Voluntary Negotiations.** Respondent recognizes and agrees that this
26 Stipulation Agreement is the result of voluntary settlement negotiations, and that this Stipulation
27 Agreement is a voluntary compromise and a final agreement.

28 18. **Joint Agreement.** Respondent and the Board agree that this Stipulation Agreement

1 ///

2 has been jointly drafted; therefore, no rule of construction shall be applied. In the event this
3 Stipulation Agreement is construed by a court of law or equity to contain ambiguous terms, such
4 court shall not construe it or any provision hereof against the Board, Respondent, or any party as
5 the drafter. The parties hereby acknowledge that all parties have contributed substantially and
6 materially to the preparation of this Stipulation Agreement.

7 19. **Entire Agreement.** Respondent acknowledges the provisions in this Stipulation
8 Agreement contain the entire agreement between Respondent and the Board and the provisions of
9 this Stipulation Agreement can only be modified in writing, with Board approval. Respondent
10 further acknowledges that no other promises in reference to the provisions contained in this
11 Stipulation Agreement have been made by any agent, employee, counsel or any person affiliated
12 with the Nevada State Board of Dental Examiners.

13 20. **Contingent Upon Board Approval.** Respondent understands and acknowledges
14 that this Stipulation Agreement is contingent upon approval of same by the Board. Respondent
15 further understands and acknowledges that said approval will be sought during a Board meeting
16 governed by Nevada's Open Meeting Laws.

17 21. **Release From Liability.** In consideration of the execution of this Stipulation
18 Agreement, Respondent hereby releases, remises, and forever discharges the State of Nevada, the
19 Board, and each of their members, agents, investigators, panel members, employees and legal
20 counsel in their individual and representative capacities, from any and all manner of actions, causes
21 of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and
22 unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have against
23 any or all of the persons or entities named in this section, arising out the investigation or complaint
24 authorized as a result of information received from the Nevada Board of Pharmacy.

25 22. **Board Consideration of Stipulation Agreement.** Respondent understands and
26 acknowledges that this Stipulation Agreement will be considered by the Board in an open meeting,
27 to which Respondent hereby specifically waives any and all notice requirements for same, whether
28 required by NRS 241.033 or any other statute or regulation. It is understood and stipulated that it

1 ///

2 is within the Board's sole discretion to accept or reject this Stipulation Agreement.

3 23. **Effect of Acceptance of Agreement by Board.** Respondent understands and
4 agrees that this Stipulation Agreement will only become effective if and when the Board has
5 approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such
6 adoption shall be considered a final disposition of a contested case; upon acceptance of this
7 Stipulation Agreement by the Board, this Stipulation becomes binding and enforceable.
8 Respondent understands and acknowledges that, upon approval by the Board, this Stipulation
9 Agreement will become a public record, and the terms and conditions herein will be effective
10 immediately, without any requirement of a further Order from the Board. Respondent understands
11 it is his responsibility to follow up with the Board to ascertain the status of this Stipulation and
12 when and if it becomes effective.

13 24. **Use in Future Board Proceeding(s).** Respondent acknowledges that, in the event
14 the Board adopts this Stipulation Agreement, it may be considered in any future Board
15 proceeding(s) concerning Respondent or in any future judicial review concerning Respondent
16 and/or this Stipulation Agreement, whether such judicial review is performed by either the State
17 or Federal District Court(s).

18 25. **Effect of Rejection of Agreement by Board.** Respondent acknowledges that, in
19 the event this Stipulation Agreement is rejected by the Board, the Board may take other and/or
20 further action as allowed by statute, regulation, and/or appropriate authority. In the event that this
21 Stipulation Agreement is not approved by the Board and this matter proceeds to a full Board
22 hearing, Respondent expressly waives any right to challenge the Board or its members appearing,
23 considering and deciding the resolution of the Complaint at the full Board hearing based upon an
24 assertion of bias as a result of the Board having reviewed this Stipulation Agreement prior to
25 rejecting this Stipulation Agreement.

26 26. **Non-Disciplinary Nature of this Stipulation Agreement.** Respondent
27 understands, and the Board agrees, that the Board considers this Stipulation Agreement to be non-
28 disciplinary in nature and that that Board will not report this action to the National Practitioner

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2 Data Bank unless ordered or required to do so by the National Practitioner Data Bank based upon
3 the National Practitioner Data Bank's interpretation of this Stipulation Agreement.

4 27. **Choice of Law**. In the event Respondent resides in or moves to another jurisdiction
5 while the Complaint is being investigated, resolved, or effectuated, and Respondent and/or the
6 Board seek court intervention related to any aspect of Respondent's case, both parties
7 acknowledge and agree that any court intervention will be solely filed in a Nevada state or federal
8 district court and/or justice court with appropriate jurisdiction, and that, aside from any applicable
9 federal law, Nevada law will govern the adjudication of all legal claims related to the investigation,
10 resolution, and effectuation of the Complaint and/or Stipulation Agreement. In the event any trial
11 (jury or bench) results from any legal action related to the investigation, resolution, or effectuation
12 of the Complaint and/or Stipulation Agreement, and said proceedings began in a court outside of
13 Clark County, Las Vegas, NV, both parties agree to the removal of the case to a trial court located
14 in Clark County, Las Vegas, NV.

15 28. **Headings**. All sections, titles, captions or headings contained in this Stipulation
16 Agreement are for convenience only and shall not affect the meaning or interpretation of this
17 Stipulation Agreement.

18 DATED this 27 day of July, 2025.

19
20 
21 Respondent
22

23 ...

24 **APPROVED AS TO FORM AND CONTENT**

25 By Andrea Barraclough this 1st day of August, 2025.
26 Andrea Barraclough, Esq.
27 Nevada State Board of Dental Examiners
28 General Counsel

1
2 **APPROVED AS TO FORM AND CONTENT**

3 By Yamilka Arias RDH this 14 day of July, 2025.
4 Yamilka Arias, RDH
5 Review Panel Member
6
7
8

9 **BOARD ACTION**

10 This *Corrective Action Non Disciplinary Stipulation Agreement* in the matter captioned as
11 Nevada State Board of Dental Examiners vs. [REDACTED] Case No. 6784-2428, was
12 (check appropriate action):
13

14 Approved _____ Disapproved _____
15 by a vote of the Nevada State Board of Dental Examiners at a properly noticed meeting
16 DATED this ____ day of _____, 2025.
17
18

19 _____
20 **Ronald West, DMD**
21 **President**
22 **NEVADA STATE BOARD OF DENTAL EXAMINERS**
23
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28

1 [REDACTED]
2 4. On or about October 4, 2022, the Board received Respondent's written response to
3 the Notice of Complaint and Request for Records.

4 5. A Preliminary Screening Consultant (PSC) was subsequently assigned to clinically
5 review the facts of the case and produce a report regarding this matter.

6 6. On April 18, 2025, the Verified Complaint, information and documentation
7 described in Paragraph 4, and the PSC Report were independently reviewed by the Nevada State
8 Board of Dental Examiner's Review Panel established pursuant to NRS 631.3635. The PSC did
9 not participate in the Review Panel review of this matter.

10 **II.**

11 **Review Panel's Findings and Recommendations**

12
13 7. Pursuant to NRS 631.3635 and for this matter alone and not for any other purpose
14 (including any pending or subsequent civil action(s)), the Review Panel established, based upon
15 the investigation conducted to date, that Respondent's actions as described in the investigated
16 Complaint constitute unprofessional conduct as follows:

17 (a) A preponderance of evidence supports that the Respondent's treatment was
18 below the standard of care, to wit: Respondent failed to properly isolate a tooth or
19 teeth for treatment and failed to use a rubber dam during a procedure requiring
20 same.

21 8. Respondent acknowledges that the PSC's preliminary review proceeded through
22 the Review Panel process as required pursuant to NRS 631.3635; that the Review Panel found
23 there is sufficient evidence to support the findings and recommendations contained herein; and
24 that the above findings and recommendations were made and/or adopted by the Review Panel.

25 9. Respondent understands and acknowledges the following: (1) that the PSC's
26 findings and recommendations were not binding on the Review Panel; (2) neither the PSC's
27 findings and recommendations, nor the findings and recommendation of the Review Panel, are
28 binding on the Board; and (3) Respondent understands and acknowledges that he has the right to

1 dispute these findings at a full Board hearing pursuant to NRS 631.360, including the right to call
2 and examine witnesses and present evidence, but he has knowingly waived this right in order to
3 resolve this matter via this Stipulation Agreement.

4 10. For settlement purposes only, and not for any other purpose (including any
5 subsequent civil or administrative action), and without admitting to the accuracy of the opinions
6 of the PSC or Review Panel, Respondent acknowledges that, if this matter were to proceed to a
7 full board hearing, a sufficient quantity and/or quality of evidence could be proffered sufficient to
8 meet a preponderance of the evidence standard of proof demonstrating that Respondent violated
9 the regulatory and/or statutory provisions noted above in Paragraph 7.

10 III.

11 Terms and Conditions

12
13 11. Based upon the investigation conducted to date, the opinions of the PSC, the
14 findings of the Review Panel contained in Paragraph 7, and the acknowledgments of Respondent
15 contained in Paragraphs 8 through 10, the parties have agreed to resolve the above-referenced
16 investigation pursuant to the following terms and conditions:

17 **(a) In addition to completing the required continuing education necessary for**
18 **license renewal, Respondent agrees to obtain an additional sixteen (16) hours**
19 **of supplemental continuing education regarding endodontics with a focus on**
20 **root canal treatment.**

21 Information, documents, and/or descriptions for the above-referenced supplemental
22 education must be submitted in writing to the Executive Director of the Board for
23 approval *prior* to attendance. Upon receipt of the written request to attend the
24 supplemental education, the Executive Director of the Board shall notify
25 Respondent in writing whether the requested supplemental education is approved
26 for attendance and meets the requirement outlined in Paragraph 11.A. Respondent
27 agrees that at least 50% of the required supplemental education shall be completed
28 through attendance at live presentations and/or via live lecture webinar; up to 50%
of the required supplemental education may be completed through online/home
study courses. The cost associated with this supplemental education shall be paid
by Respondent. All supplemental education must be completed within six (6)

1 months of the adoption of this Agreement by the Board.

2
3 In the event Respondent fails to complete the supplemental education set forth in
4 Paragraph 11.A. within six (6) months of the adoption of this Agreement by the
5 Board, Respondent agrees that his license to practice dentistry in the State of
6 Nevada may be automatically suspended by the Board's Executive Director without
7 any further action of the Board other than the issuance of an Order of Suspension
8 by the Executive Director. Respondent agrees not to seek injunctive relief from any
9 Federal or State of Nevada District Court to prevent the automatic suspension of
10 Respondent's license to practice dentistry in the State of Nevada due to
11 Respondent's failure to comply with Paragraph 11.A. and also agrees to waive any
12 other legal claims and remedies resulting from the automatic suspension of
13 Respondent's license to practice dentistry in the State of Nevada due to
14 Respondent's failure to comply with Paragraph 11.A.

15 If Respondent later completes the required continuing education and submits
16 written proof of the completion of the supplemental education and paying the
17 reinstatement fee pursuant to NRS 631.345, Respondent's license to practice
18 dentistry in the State of Nevada will automatically be reinstated by the Executive
19 Director of the Board without further notice, provided that there are no other
20 violations of any of the provisions contained in this Agreement.

21 Respondent shall be responsible for any costs or attorneys' fees incurred in the
22 event the Board must seek injunctive relief or other legal remedies to prevent
23 Respondent from practicing dentistry during the period Respondent's license is
24 automatically suspended pursuant to this paragraph.

25 Respondent understands and acknowledges that the completion of these continuing
26 education classes for purposes of fulfilling the obligations of this Stipulation does
27 not relieve him of the continuing education obligations required of a dental licensee
28 upon license renewal, including but not limited to the courses required by NRS
631.342, NAC 631.173, NAC 631.175 and/or AB 474.

29 **(b) Respondent agrees that, within sixty (60) days of adoption of this**
30 **Stipulation Agreement by the Board, Respondent shall reimburse the Board**
31 **One Thousand, Five Hundred dollars and zero cents (\$1,500.00), which was**
32 **the flat rate costs and fees of the investigation and compliant resolution process**
33 **in effect on the date of complaint submission. Payment shall be made payable**
34 **to the Nevada State Board of Dental Examiners and mailed directly to 2651 N.**

1 **Green Valley Pkwy, Ste 104, Henderson, NV 89014.**

2 Respondent acknowledges and agrees that the costs and fees described in Paragraph
3 11.B do not include court reporter costs. If a Court Reporter or Recorder was used
4 at any stage of proceedings related to investigation, resolution, or effectuation of
5 the Verified Complaint, Respondent shall be solely responsible for the costs of the
6 court reporter or recorder. If the court reporter or recorder direct bills Respondent
7 and/or their counsel, Respondent shall pay the court reporter or recorder directly
8 and will be subject to private right of action from the court reporter or recorder for
9 failure to pay their fees and costs. If the court reporter or recorder bills the Board,
10 Respondent will be notified of the costs and fees and will be expected to reimburse
11 the Board the full amount of costs and fees within thirty (30) days of the written
12 request for reimbursement of same. Failure to timely reimburse the Board will
13 trigger the same default events described in the remainder of this paragraph.

14 In the event Respondent defaults on any payment set forth in this Stipulation
15 Agreement (which includes failure to timely pay the fee outlined in Paragraph
16 11.B), Respondent agrees that his license to practice dentistry in the State of Nevada
17 may be suspended upon further action of the Board if they determine that
18 Respondent has failed to comply with the terms of this Stipulation.

19 If suspension results from not paying the required fee outlined in Paragraph 11.B,
20 subsequent to the issuance of the Order of Suspension from the Board, Respondent
21 agrees to pay a liquidated damage amount of Twenty-Five dollars and zero cents
22 (\$25.00) for each day Respondent is in default on the payment(s) outlined in
23 Paragraph 11.B.

24 Upon curing the applicable defaulted payment contained in this Stipulation
25 Agreement and paying the reinstatement fee plus any liquidated damage amount,
26 Respondent's license to practice dentistry in the State of Nevada will automatically
27 be reinstated by the Board's Executor Director without further notice, provided that
28 there are no other violations by Respondent of any of the provisions contained in
this Stipulation Agreement.

Respondent shall be responsible for any costs or attorney's fees incurred in the
event the Board must seek injunctive relief or other legal remedies to either or both
prevent Respondent from practicing dentistry during the period Respondent's
license is automatically suspended pursuant to this paragraph and/or recoup fines,
fees, damages or assessments addressed in this paragraph. In the event Respondent

1 fails to cure any defaulted payments within forty-five (45) days of the default.
2 Respondent agrees that the total amount owed to the Board in recoup fines, fees,
3 damages or assessments may be reduced to a civil judgment; Respondent's review
4 of this Paragraph and signature below will act as a Confession of Judgement should
5 this subsection become effective. Respondent waives any right to have any fines,
6 fees, damages or assessments owed pursuant to this Stipulation discharged in
7 bankruptcy.

8
9 **IV.**

10 **Consent**

11 12. **Acknowledgement of Review of this Agreement.** Respondent acknowledges that
12 he has read the entirety of this Stipulation Agreement and agrees with all provisions contained
13 herein in their entirety. He acknowledges that his counsel has fully discussed the terms and
14 conditions of this Stipulation with him to his satisfaction; however, he has not relied solely on
15 counsel to read and understand this Stipulation and has also read this Stipulation himself.

16 13. **Representation by Counsel.** Respondent acknowledges that he has been advised
17 that he has the right to have this matter, including this Stipulation Agreement, reviewed by
18 independent counsel, that review and advice by independent counsel is in his best interest, and that
19 he has had ample opportunity to seek independent counsel. Having been advised of his right to
20 independent counsel, as well as having had the opportunity to seek independent counsel,
21 Respondent did seek the advice of counsel and was represented by counsel during the investigation
22 of this matter and at the time of the execution of this Stipulation Agreement. Respondent
23 specifically acknowledges that he has been advised by said counsel with respect to this Stipulation
24 Agreement, and that after consultation with, and upon the advice of, independent counsel,
25 Respondent understands this Stipulation Agreement's terms and conditions and consents to the
26 same.

27 14. **Waiver of Rights.** Respondent is aware that, by entering into this Stipulation
28 Agreement, he is waiving certain valuable due process rights contained in, but not limited to, NRS
631, NAC 631, NRS 233B and NAC 233B. Respondent knowingly, willingly and intelligently
waives these due process rights, and any other legal rights that may apply in connection with the

1 ///

2 administrative proceedings resulting from the Authorized Investigative Complaint. Respondent
3 further agrees to settle and resolve this matter as set forth in this Stipulation Agreement without a
4 hearing or any further proceedings, other than Board approval of this Stipulation Agreement.
5 Respondent agrees that, in the event the Board adopts this Stipulation Agreement, he hereby
6 waives any and all rights to seek judicial review or appeal, or otherwise to challenge or contest the
7 validity of the provisions contained herein.

8 15. **No Coercion or Duress.** Respondent acknowledges he is consenting to and
9 signed/initialed this Stipulation Agreement voluntarily, without coercion, duress, undue influence
10 or intimidation, and in the exercise of his own free will.

11 16. **Result of Voluntary Negotiations.** Respondent recognizes and agrees that this
12 Stipulation Agreement is the result of voluntary settlement negotiations, and that this Stipulation
13 Agreement is a voluntary compromise and a final agreement.

14 17. **Joint Agreement.** Respondent and the Board agree that this Stipulation Agreement
15 has been jointly drafted; therefore, no rule of construction shall be applied. In the event this
16 Stipulation Agreement is construed by a court of law or equity to contain ambiguous terms, such
17 court shall not construe it or any provision hereof against the Board, Respondent, or any party as
18 the drafter. The parties hereby acknowledge that all parties have contributed substantially and
19 materially to the preparation of this Stipulation Agreement.

20 18. **Entire Agreement.** Respondent acknowledges the provisions in this Stipulation
21 Agreement contain the entire agreement between Respondent and the Board and the provisions of
22 this Stipulation Agreement can only be modified in writing and with Board approval. Respondent
23 further acknowledges that no other promises in reference to the provisions contained in this
24 Stipulation Agreement have been made by any agent, employee, counsel or any person affiliated
25 with the Nevada State Board of Dental Examiners.

26 19. **Contingent Upon Board Approval.** Respondent understands and acknowledges
27 that this Stipulation Agreement is contingent upon approval of same by the Board. Respondent
28 further understands and acknowledges that said approval will be sought during a Board meeting

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Respondent's Attorney's Initials

Respondent's Initials

1 ///

2 governed by Nevada's Open Meeting Laws.

3 20. **Release From Liability.** In consideration of the execution of this Stipulation
4 Agreement, Respondent hereby releases, remises, and forever discharges the State of Nevada, the
5 Board, and each of their members, agents, investigators, panel members, employees and legal
6 counsel in their individual and representative capacities, from any and all manner of actions, causes
7 of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and
8 unknown, in law or equity, that Respondent ever had, now has, may have, or claims to have against
9 any or all of the persons or entities named in this section, arising out the investigation or complaint
10 authorized as a result of information received in the Complaint.

11 21. **Board Consideration of Stipulation Agreement.** Respondent understands and
12 acknowledges that this Stipulation Agreement will be considered by the Board in an open meeting,
13 to which Respondent hereby specifically waives any and all notice requirements for same, whether
14 required by NRS 241.033 or any other statute or regulation. It is understood and stipulated that it
15 is within the Board's sole discretion to accept or reject this Stipulation Agreement.

16 22. **Effect of Acceptance of Agreement by Board.** Respondent understands and
17 agrees that this Stipulation Agreement will only become effective if and when the Board has
18 approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such
19 adoption shall be considered a final disposition of a contested case; upon acceptance of this
20 Stipulation Agreement by the Board, this Stipulation becomes binding and enforceable.
21 Respondent understands and acknowledges that, upon approval by the Board, this Stipulation
22 Agreement will become a public record, and the terms and conditions herein will be effective
23 immediately, without any requirement of a further Order from the Board. Respondent understands
24 it is his responsibility to follow up with the Board to ascertain the status of this Stipulation and
25 when and if it becomes effective.

26 23. **Use in Future Board Proceeding(s).** Respondent acknowledges that, in the event
27 the Board adopts this Stipulation Agreement, it may be considered in any future Board
28 proceeding(s) concerning Respondent or in any future judicial review concerning Respondent

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Respondent's Attorney's Initials

Respondent's Initials

1 and/or this Stipulation Agreement, whether such judicial review is performed by either the State
2 or Federal District Court(s).

3 24. **Effect of Rejection of Agreement by Board.** Respondent acknowledges that, in
4 the event this Stipulation Agreement is rejected by the Board, the Board may take other and/or
5 further action as allowed by statute, regulation, and/or appropriate authority. In the event that this
6 Stipulation Agreement is not approved by the Board and this matter proceeds to a full Board
7 hearing, Respondent expressly waives any right to challenge the Board or its members appearing,
8 considering and deciding the resolution of the Complaint at the full Board hearing based upon an
9 assertion of bias as a result of the Board having reviewed this Stipulation Agreement prior to
10 rejecting this Stipulation Agreement.

11 25. **Non-Disciplinary Nature of this Stipulation Agreement.** Respondent
12 understands, and the Board agrees, that the Board considers this Stipulation Agreement to be non-
13 disciplinary in nature and that that Board will not report this action to the National Practitioner
14 Data Bank unless ordered or required to do so by the National Practitioner Data Bank based upon
15 the National Practitioner Data Bank's interpretation of this Stipulation Agreement.

16 26. **Choice of Law.** In the event Respondent resides in or moves to another jurisdiction
17 while the Complaint is being investigated, resolved, or effectuated, and Respondent and/or the
18 Board seek court intervention related to any aspect of Respondent's case, both parties
19 acknowledge and agree that any court intervention will be solely filed in a Nevada state or federal
20 district court and/or justice court with appropriate jurisdiction, and that, aside from any applicable
21 federal law, Nevada law will govern the adjudication of all legal claims related to the investigation,
22 resolution, and effectuation of the Complaint and/or Stipulation Agreement. In the event any trial
23 (jury or bench) results from any legal action related to the investigation, resolution, or effectuation
24 of the Complaint and/or Stipulation Agreement, and said proceedings began in a court outside of
25 Clark County, Las Vegas, NV, both parties agree to the removal of the case to a trial court located
26 in Clark County, Las Vegas, NV.

27 27. **Headings.** All sections, titles, captions or headings contained in this Stipulation
28

1 Agreement are for convenience only and shall not affect the meaning or interpretation of this
2 Stipulation Agreement.

3
4 DATED this 4th day of August, 2025.

5
6
7 Respondent

8 ///

9 ///

10 **APPROVED AS TO FORM AND CONTENT**

11
12 By /s/ Candace Herling this 4th day of August, 2025.
13 Candace C. Herling, Esq.
14 Attorney for Respondent

15 **APPROVED AS TO FORM AND CONTENT**

16 By Andrea Barraclough this 5th day of August, 2025.
17 Andrea Barraclough (Aug 5, 2025 08:14:56 PDT)
18 Andrea Barraclough, Esq.
19 Nevada State Board of Dental Examiners
20 General Counsel

21 **APPROVED AS TO FORM AND CONTENT**

22 By LANCE KIM this 10 day of July, 2025.
23 LANCE KIM (Aug 5, 2025 08:14:56 PDT)
24 LANCE KIM, DMD
25 Review Panel Member

26 **BOARD ACTION**

27 This *Corrective Action Non-Disciplinary Stipulation Agreement* in the matter captioned as
28 Nevada State Board of Dental Examiners vs. [REDACTED] Case No. 5027-2175,
was (check appropriate action):

Approved _____

Disapproved _____

CH

Respondent's Attorney's Initials

Respondent's Initials

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

DATED this ____ day of _____, 2025.

Ronald West, DMD
President
NEVADA STATE BOARD OF DENTAL EXAMINERS

1 STATE OF NEVADA
2 BEFORE THE BOARD OF DENTAL EXAMINERS
3

4 NEVADA STATE BOARD OF DENTAL
5 EXAMINERS,

Case No. 2859-2217

6 Complainant,

7 vs.
8 [REDACTED]

9 Respondent.
10

**CORRECTIVE ACTION PLAN
NON-DISCIPLINARY
STIPULATION AGREEMENT**

11 IT IS HEREBY STIPULATED AND AGREED via this *Corrective Action Plan Non-*
12 *Disciplinary Stipulation Agreement* (Stipulation Agreement or Stipulation), by and between
13 [REDACTED] (Respondent or [REDACTED] and the NEVADA STATE
14 BOARD OF DENTAL EXAMINERS (the Board), by and through the Board's general counsel,
15 Andrea Barraclough, Esq., as follows:
16

17 I.
18 Background

19 1. Respondent is a dentist who is licensed to practice dentistry in the State of Nevada
20 by the Board pursuant to Chapter 631 of the Nevada Revised Statutes (NRS) and Chapter 631 of
21 the Nevada Administrative Code (NAC). Respondent was licensed in Nevada on July 18, 1994,
22 License No. [REDACTED]

23 2. On or about October 5, 2022, the Board received a Verified Complaint from patient
24 [REDACTED] regarding issues with the dental care she received from [REDACTED]
25 alleging possible violations of NRS Chapter 631 and/or NAC Chapter 631.

26 3. On or about December 30, 2022, via a *Notice of Complaint & Request for Records*,
27 the Board notified Respondent of the Verified Complaint received from [REDACTED]
28 The Authorized Complaint sought a response from Respondent, as well as the records of patient

1 /11

2 [REDACTED]

3 4. On or about February 15, 2023, the Board received Respondent's written response
4 to the Notice of Complaint and Request for Records.

5 5. A Preliminary Screening Consultant (PSC) was subsequently assigned to clinically
6 review the facts of the case and produce a report regarding this matter.

7 6. On January 15, 2025, the Verified Complaint, the PSC Report, and information and
8 documentation described in Paragraph 4 were independently reviewed by the Nevada State Board
9 of Dental Examiner's Review Panel established pursuant to NRS 631.3635. The PSC did not
10 participate in the Review Panel review of this matter.

11
12 **II.**

13 **Review Panel's Findings and Recommendations**

14
15 7. Pursuant to NRS 631.3635 and for this matter alone and not for any other purpose
16 (including any pending or subsequent civil action(s)), the Review Panel established, based upon
17 the investigation conducted to date, that Respondent's actions as described in the investigated
18 Complaint constitute unprofessional conduct as follows:

19 (a) A preponderance of evidence supports that the Respondent's treatment was
20 below the standard of care, to wit: Respondent failed to properly administer oral
21 anesthetic, and Respondent's clinical treatment records were unsatisfactory.

22
23 8. Respondent acknowledges that the PSC's preliminary review proceeded through
24 the Review Panel process as required pursuant to NRS 631.3635; that the Review Panel found
25 there is sufficient evidence to support the findings and recommendations contained herein; and
26 that the above findings and recommendations were made and/or adopted by the Review Panel.

27 9. Respondent understands and acknowledges the following: (1) that the PSC's
28 findings and recommendations were not binding on the Review Panel; (2) neither the PSC's

TW

Respondent's Attorney's Initials

[REDACTED]
Respondent's Initials

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2 findings and recommendations, nor the findings and recommendation of the Review Panel, are
3 binding on the Board; and (3) Respondent understands and acknowledges that he has the right to
4 dispute these findings at a full Board hearing pursuant to NRS 631.360, including the right to call
5 and examine witnesses and present evidence, but he has knowingly waived this right in order to
6 resolve this matter via this Stipulation Agreement.

7 10. For settlement purposes only, and not for any other purpose (including any
8 subsequent civil or administrative action), and without admitting to the accuracy of the opinions
9 of the PSC or Review Panel, Respondent acknowledges that, if this matter were to proceed to a
10 full board hearing, a sufficient quantity and/or quality of evidence could be proffered sufficient to
11 meet a preponderance of the evidence standard of proof demonstrating that Respondent violated
12 the regulatory and/or statutory provisions noted above in Paragraph 7.

13 **III.**

14 **Terms and Conditions**

15 11. Based upon the investigation conducted to date, the opinions of the PSC, the
16 findings of the Review Panel contained in Paragraph 7, and the acknowledgments of Respondent
17 contained in Paragraphs 8 through 10, the parties have agreed to resolve the above-referenced
18 investigation pursuant to the following terms and conditions:

19
20 (a) Respondent agrees to take and successfully pass the Nevada Dental
21 Jurisprudence Exam within one (1) year of the adoption of this agreement.

22 Respondent acknowledges that the Nevada Dental Jurisprudence Exam is offered
23 online, but that he must contact the Nevada State Board of Dental Examiners to
24 obtain a unique access code which will authorize him to take the online exam.
25 Respondent will be responsible for any costs associated with taking the Nevada
26 Dental Jurisprudence Exam.

27 (b) In addition to completing the required continuing education necessary for
28 license renewal, Respondent agrees to obtain an additional eight (8) hours of
supplemental continuing education with an emphasis on record

1 keeping/clinical documentation.

2 Information, documents, and/or descriptions for the above-referenced supplemental
3 education must be submitted in writing to the Executive Director of the Board for
4 approval prior to attendance. Upon receipt of the written request to attend the
5 supplemental education, the Executive Director of the Board shall notify
6 Respondent in writing whether the requested supplemental education is approved
7 for attendance and meets the requirement outlined in Paragraph 11.B. Respondent
8 agrees that at least 50% of the required supplemental education shall be completed
9 through attendance at live presentations and/or via live lecture/webinar; up to 50%
10 of the required supplemental education may be completed through online/home
11 study courses. The cost associated with this supplemental education shall be paid
12 by Respondent. All supplemental education must be completed within six (6)
13 months of the adoption of this Agreement by the Board.

14 In the event Respondent fails to complete the supplemental education set forth in
15 Paragraph 11.B, within six (6) months of the adoption of this Agreement by the
16 Board, and/or fails to complete and pass the Nevada Dental Jurisprudence Exam
17 within one (1) year of the adoption of this Agreement by the Board, Respondent
18 agrees that his license to practice dentistry in the State of Nevada may be
19 automatically suspended by the Board's Executive Director without any further
20 action of the Board other than the issuance of an Order of Suspension by the
21 Executive Director. Respondent agrees not to seek injunctive relief from any
22 Federal or State of Nevada District Court to prevent the automatic suspension of
23 Respondent's license to practice dentistry in the State of Nevada due to
24 Respondent's failure to comply with either or both Paragraphs 11.A. and 11.B. and
25 also agrees to waive any other legal claims and remedies resulting from the
26 automatic suspension of Respondent's license to practice dentistry in the State of
27 Nevada due to Respondent's failure to comply with either or both Paragraphs 11.A.
28 and 11.B.

If Respondent later completes the required continuing education and submits
written proof of the completion of the supplemental education and/or later takes
and passes the Nevada Dental Jurisprudence Exam and submits written proof of
passage, and he also pays the reinstatement fee pursuant to NRS 631.345,
Respondent's license to practice dentistry in the State of Nevada will automatically
be reinstated by the Executive Director of the Board without further notice,
provided that there are no other violations of any of the provisions contained in this
Agreement.

Respondent shall be responsible for any costs or attorneys' fees incurred in the event the Board must seek injunctive relief or other legal remedies to prevent Respondent from practicing dentistry during the period Respondent's license is automatically suspended pursuant to this paragraph.

Respondent understands and acknowledges that the completion of these continuing education classes and the Nevada Dental Jurisprudence Exam for purposes of fulfilling the obligations of this Stipulation does not relieve him of the continuing education obligations required of a dental licensee upon license renewal, including but not limited to the courses required by NRS 631.342, NAC 631.173, NAC 631.175 and/or AB 474.

(c) Respondent agrees that, within sixty (60) days of adoption of this Stipulation Agreement by the Board, Respondent shall reimburse the Board Two Thousand Twenty-Two dollars and 50/100 cents (\$2,022.50), which is the total calculated costs and fees amount for the Board's investigation and resolution process. Payment shall be made payable to the Nevada State Board of Dental Examiners and mailed directly to 2651 N. Green Valley Pkwy, Ste 104, Henderson, NV 89014.

Respondent acknowledges and agrees that the costs and fees described in Paragraph 11.C do not include court reporter costs. If a Court Reporter or Recorder was used at any stage of proceedings related to investigation, resolution, or effectuation of the Verified Complaint, Respondent shall be solely responsible for the costs of the court reporter or recorder. If the court reporter or recorder direct bills Respondent and/or their counsel, Respondent shall pay the court reporter or recorder directly and will be subject to private right of action from the court reporter or recorder for failure to pay their fees and costs. If the court reporter or recorder bills the Board, Respondent will be notified of the costs and fees and will be expected to reimburse the Board the full amount of costs and fees within thirty (30) days of the written request for reimbursement of same. Failure to timely reimburse the Board will trigger the same default events described in the remainder of this paragraph.

In the event Respondent defaults on any payment set forth in this Stipulation Agreement (which includes failure to timely pay the fees outlined in Paragraph 11.C), Respondent agrees that his license to practice dentistry in the State of Nevada may be suspended upon further action of the Board if they determine that Respondent has failed to comply with the terms of this Stipulation.

1
2 If suspension results from not paying the required fees outlined in Paragraph 11.C,
3 subsequent to the issuance of the Order of Suspension from the Board, Respondent
4 agrees to pay a liquidated damage amount of Twenty-Five dollars and zero cents
5 (\$25.00) for each day Respondent is in default on the payment(s) outlined in
6 Paragraph 11.C.

7 Upon curing the applicable defaulted payment contained in this Stipulation
8 Agreement and paying the reinstatement fee plus any liquidated damage amount,
9 Respondent's license to practice dentistry in the State of Nevada will automatically
10 be reinstated by the Board's Executor Director without further notice; provided that
11 there are no other violations by Respondent of any of the provisions contained in
12 this Stipulation Agreement.

13 Respondent shall be responsible for any costs or attorney's fees incurred in the
14 event the Board must seek injunctive relief or other legal remedies to either or both
15 prevent Respondent from practicing dentistry during the period Respondent's
16 license is automatically suspended pursuant to this paragraph and/or recoup fines,
17 fees, damages or assessments addressed in this paragraph. In the event Respondent
18 fails to cure any defaulted payments within forty-five (45) days of the default,
19 Respondent agrees that the total amount owed to the Board in recoup fines, fees,
20 damages or assessments may be reduced to a civil judgment; Respondent's review
21 of this Paragraph and signature below will act as a Confession of Judgement should
22 this subsection become effective. Respondent waives any right to have any fines,
23 fees, damages or assessments owed pursuant to this Stipulation discharged in
24 bankruptcy.

25 IV.

26 Consent

27 12. Acknowledgement of Review of this Agreement. Respondent acknowledges that
28 he has read the entirety of this Stipulation Agreement and agrees with all provisions contained
29 herein in their entirety. He acknowledges that his counsel has fully discussed the terms and
30 conditions of this Stipulation with him to his satisfaction; however, he has not relied solely on
31 counsel to read and understand this Stipulation and has also read this Stipulation himself.

32 13. Representation by Counsel. Respondent acknowledges that he has been advised

Page 6 of 11

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Respondent's Attorney's Initials

Respondent's Initials

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2 that he has the right to have this matter, including this Stipulation Agreement, reviewed by
3 independent counsel, that review and advice by independent counsel is in his best interest, and that
4 he has had ample opportunity to seek independent counsel. Having been advised of his right to
5 independent counsel, as well as having had the opportunity to seek independent counsel,
6 Respondent did seek the advice of counsel and was represented by counsel during the investigation
7 of this matter and at the time of the execution of this Stipulation Agreement. Respondent
8 specifically acknowledges that he has been advised by said counsel with respect to this Stipulation
9 Agreement, and that after consultation with, and upon the advice of, independent counsel,
10 Respondent understands this Stipulation Agreement's terms and conditions and consents to the
11 same.

12 14. Waiver of Rights. Respondent is aware that, by entering into this Stipulation
13 Agreement, he is waiving certain valuable due process rights contained in, but not limited to, NRS
14 631, NAC 631, NRS 233B and NAC 233B. Respondent knowingly, willingly and intelligently
15 waives these due process rights, and any other legal rights that may apply in connection with the
16 administrative proceedings resulting from the Authorized Investigative Complaint. Respondent
17 further agrees to settle and resolve this matter as set forth in this Stipulation Agreement without a
18 hearing or any further proceedings, other than Board approval of this Stipulation Agreement.
19 Respondent agrees that, in the event the Board adopts this Stipulation Agreement, he hereby
20 waives any and all rights to seek judicial review or appeal, or otherwise to challenge or contest the
21 validity of the provisions contained herein.

22 15. No Coercion or Duress. Respondent acknowledges he is consenting to and has
23 signed/initialed this Stipulation Agreement voluntarily, without coercion, duress, undue influence
24 or intimidation, and in the exercise of his own free will.

25 16. Result of Voluntary Negotiations. Respondent recognizes and agrees that this
26 Stipulation Agreement is the result of voluntary settlement negotiations, and that this Stipulation
27 Agreement is a voluntary compromise and a final agreement.

28 17. Joint Agreement. Respondent and the Board agree that this Stipulation Agreement

1 ///

2 has been jointly drafted; therefore, no rule of construction shall be applied. In the event this
3 Stipulation Agreement is construed by a court of law or equity to contain ambiguous terms, such
4 court shall not construe it or any provision hereof against the Board, Respondent, or any party as
5 the drafter. The parties hereby acknowledge that all parties have contributed substantially and
6 materially to the preparation of this Stipulation Agreement.

7 18. Entire Agreement. Respondent acknowledges the provisions in this Stipulation
8 Agreement contain the entire agreement between Respondent and the Board and the provisions of
9 this Stipulation Agreement can only be modified in writing, with Board approval. Respondent
10 further acknowledges that no other promises in reference to the provisions contained in this
11 Stipulation Agreement have been made by any agent, employee, counsel or any person affiliated
12 with the Nevada State Board of Dental Examiners.

13 19. Contingent Upon Board Approval. Respondent understands and acknowledges
14 that this Stipulation Agreement is contingent upon approval of same by the Board. Respondent
15 further understands and acknowledges that said approval will be sought during a Board meeting
16 governed by Nevada's Open Meeting Laws.

17 20. Release From Liability. In consideration of the execution of this Stipulation
18 Agreement, Respondent hereby releases, remises, and forever discharges the State of Nevada, the
19 Board, and each of their members, agents, investigators, panel members, employees and legal
20 counsel in their individual and representative capacities, from any and all manner of actions, causes
21 of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and
22 unknown, in law or equity, that Respondent ever had, now has, may have, or claims to have against
23 any or all of the persons or entities named in this section, arising out the investigation or complaint
24 authorized as a result of information received from the Nevada Board of Pharmacy.

25 21. Board Consideration of Stipulation Agreement. Respondent understands and
26 acknowledges that this Stipulation Agreement will be considered by the Board in an open meeting,
27 to which Respondent hereby specifically waives any and all notice requirements for same, whether
28 required by NRS 241.033 or any other statute or regulation. It is understood and stipulated that it

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Respondent's Attorney's Initials

Respondent's Initials

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2 is within the Board's sole discretion to accept or reject this Stipulation Agreement.

3 22. Effect of Acceptance of Agreement by Board. Respondent understands and
4 agrees that this Stipulation Agreement will only become effective if and when the Board has
5 approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such
6 adoption shall be considered a final disposition of a contested case; upon acceptance of this
7 Stipulation Agreement by the Board, this Stipulation becomes binding and enforceable.
8 Respondent understands and acknowledges that, upon approval by the Board, this Stipulation
9 Agreement will become a public record, and the terms and conditions herein will be effective
10 immediately, without any requirement of a further Order from the Board. Respondent understands
11 it is his responsibility to follow up with the Board to ascertain the status of this Stipulation and
12 when and if it becomes effective.

13 23. Use in Future Board Proceeding(s). Respondent acknowledges that, in the event
14 the Board adopts this Stipulation Agreement, it may be considered in any future Board
15 proceeding(s) concerning Respondent or in any future judicial review concerning Respondent
16 and/or this Stipulation Agreement, whether such judicial review is performed by either the State
17 or Federal District Court(s).

18 24. Effect of Rejection of Agreement by Board. Respondent acknowledges that, in
19 the event this Stipulation Agreement is rejected by the Board, the Board may take other and/or
20 further action as allowed by statute, regulation, and/or appropriate authority. In the event that this
21 Stipulation Agreement is not approved by the Board and this matter proceeds to a full Board
22 hearing, Respondent expressly waives any right to challenge the Board or its members appearing,
23 considering and deciding the resolution of the Complaint at the full Board hearing based upon an
24 assertion of bias as a result of the Board having reviewed this Stipulation Agreement prior to
25 rejecting this Stipulation Agreement.

26 25. Non-Disciplinary Nature of this Stipulation Agreement. Respondent
27 understands, and the Board agrees, that the Board considers this Stipulation Agreement to be non-
28 disciplinary in nature and that that Board will not report this action to the National Practitioner

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Respondent's Attorney's Initials

Respondent's Initials

1 Data Bank unless ordered or required to do so by the National Practitioner Data Bank based upon
2 the National Practitioner Data Bank's interpretation of this Stipulation Agreement.

3 26. Choice of Law. In the event Respondent resides in or moves to another jurisdiction
4 while the Complaint is being investigated, resolved, or effectuated, and Respondent and/or the
5 Board seek court intervention related to any aspect of Respondent's case, both parties
6 acknowledge and agree that any court intervention will be solely filed in a Nevada state or federal
7 district court and/or justice court with appropriate jurisdiction, and that, aside from any applicable
8 federal law, Nevada law will govern the adjudication of all legal claims related to the investigation,
9 resolution, and effectuation of the Complaint and/or Stipulation Agreement. In the event any trial
10 (jury or bench) results from any legal action related to the investigation, resolution, or effectuation
11 of the Complaint and/or Stipulation Agreement, and said proceedings began in a court outside of
12 Clark County, Las Vegas, NV, both parties agree to the removal of the case to a trial court located
13 in Clark County, Las Vegas, NV.

14 27. Headings. All sections, titles, captions or headings contained in this Stipulation
15 Agreement are for convenience only and shall not affect the meaning or interpretation of this
16 Stipulation Agreement.

17
18 DATED this 22 day of July, 2025.

19
20
21 Respondent

22 APPROVED AS TO FORM AND CONTENT

23 By Tyler Watson # 11735 this 22nd day of July, 2025.
24 Martin J. Kravitz, Esq.
25 Kravitz Schnitzer Johnson & Watson, CHTD.
26 Attorney for Respondent

1 APPROVED AS TO FORM AND CONTENT

2 By Andrea Barraclough this 23rd day of July, 2025.
3 Andrea Barraclough, Esq.
4 Nevada State Board of Dental Examiners
General Counsel

5 APPROVED AS TO FORM AND CONTENT

6 By Yamilka Arias, RDH this 14 day of July, 2025.
7 Yamilka Arias, RDH
8 Review Panel Member

9
10 **BOARD ACTION**

11 This *Corrective Action Non Disciplinary Stipulation Agreement* in the matter captioned as
12 Nevada State Board of Dental Examiners vs. SCOTT MOHLMAN, DDS, Case No. 2859-2217,
13 was (check appropriate action):

14
15 Approved _____ Disapproved _____

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

17 DATED this _____ day of _____, 2025.

18
19 _____
20 Ronald West, DMD
21 President
22 NEVADA STATE BOARD OF DENTAL EXAMINERS
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Respondent's Attorney's Initials

Respondent's Initials

CARL M. HEBERT, ESQ.
Nevada Bar #250
2215 Stone View Drive
Sparks, NV 89436
(775) 772-5556

Attorney for plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

Plaintiff,

vs.

CASE NO. :

DEPT. NO. :

Defendants.

COMPLAINT

Plaintiff [REDACTED] individually, and on behalf of [REDACTED] her minor daughter, by and through her counsel of record, Carl M. Hebert, Esq., and for her complaint against the defendants, alleges:

**FIRST CLAIM FOR RELIEF
(Professional negligence)**

1.

The plaintiff and her minor daughter reside in [REDACTED] State of Nevada.

2.

Defendant [REDACTED] was and is a dentist and board-certified orthodontist licensed under the provisions of Chapter 631 of the Nevada Revised Statutes and

1 authorized to engage in the practice of dentistry in the State of Nevada.

2 3.

3 Defendant [REDACTED] D.D.S., Ltd. is a professional corporation organized
4 and in good standing under the laws of the State of Nevada. On information and belief,
5 the plaintiff alleges that defendants [REDACTED] and [REDACTED] D.D.S.,
6 Ltd, a professional corporation, do business under the fictitious name of [REDACTED]
7 [REDACTED]

8 4.

9 During the relevant period of time alleged in this complaint, defendant [REDACTED]
10 [REDACTED] was acting as an employee, agent, shareholder, principal, owner and manager
11 of defendant [REDACTED] D.D.S., Ltd. a Nevada professional corporation. By
12 operation of law, including agency principles, this defendant is liable for the actions and
13 omissions of defendant [REDACTED] as alleged below.

14 5.

15 The true names and capacities, whether individual, corporate, associate,
16 partnership, professional association, joint venturer or otherwise of defendants
17 denominated DOES 1-10 are unknown to the plaintiff who, therefore, sues these
18 defendants by fictitious names. Each of these DOE defendants is liable for the actions or
19 omissions of the named defendants by operation of law under agency principles. The
20 plaintiff will ask leave of the Court to amend the complaint to insert the true names and
21 capacities of DOES 1-10, inclusive, when the same have been determined and to join such
22 defendants in this action by operation of NRCP 10(a).

23 6.

24 At all times relevant to the allegations of this complaint, each of the defendants
25 named, including DOES 1-10, were agents of the other remaining defendants and were
26 acting with actual or apparent authority in the conduct alleged.

1 7.

2 Every act or omission of the defendants and their agents and employees, whether
3 or not within the scope of their agency, was ratified by the other remaining individual,
4 corporate, joint venture, partnership or DOE defendants.

5 8.

6 Plaintiff [REDACTED] is the natural mother of [REDACTED] a minor born on
7 January 19, 2009. She brings this action for personal injury to [REDACTED] under the
8 provisions of NRS 12.080.

9 9.

10 The plaintiff took her daughter to defendant [REDACTED] to have her teeth
11 straightened. Defendant [REDACTED] installed "Invisalign" aligners to accomplish this goal.

12 10.

13 Through lack of education of his patient on the proper use of the aligners and a
14 further lack of dental supervision of the treatment, defendant [REDACTED] negligently allowed
15 [REDACTED] teeth to undergo massive decay. This caused the need for extractions and
16 root canal procedures for devitalized teeth.

17 11.

18 As a direct and proximate result of the professional negligence of the defendants,
19 [REDACTED] endured, and will continue to endure in the future, pain, suffering and
20 mental anguish in an amount in excess of \$15,000.00, as determined by the trier of fact.

21 12.

22 As a direct and proximate result of the professional negligence of the defendants,
23 [REDACTED] incurred, and will continue to incur in the future, medical and dental
24 expenses in an amount in excess of \$15,000.00, as determined by the trier of fact.

25 **SECOND CLAIM FOR RELIEF**
26 **(Cost of care and treatment)**

27 13.

28 The plaintiff here incorporates by reference and repeats the allegations in the

1 preceding paragraphs of the first claim for relief.

2 **14.**

3 Plaintiff [REDACTED] is the sole source of support of [REDACTED]. She was
4 required to incur expenses to travel for specialized dental care for [REDACTED] and missed time
5 from work as a result of the consequent dental care needed to mitigate the damage
6 caused by the defendants. These damages are recoverable in Nevada law under the
7 authority of Frances v. Plaza P. Equities, Inc., 109 Nev. 91, 97, 847 P.2d 722, 726 (1993).

8 WHEREFORE, plaintiff [REDACTED], individually, and on behalf of [REDACTED]
9 [REDACTED], her minor daughter, prays for judgment as follows:

- 10 1. For damages in an amount in excess of FIFTEEN THOUSAND DOLLARS
11 (\$15,000.00) according to proof;
12 2. For costs of suit and reasonable attorney's fees, and
13 3. For such other and further relief as the Court deems proper, as permitted by
14 NRCP 54(c).

15 DATED this 7th day of March, 2023.

16 **THE UNDERSIGNED DOES HEREBY AFFIRM THAT THE PRECEDING DOCUMENT**
17 **DOES NOT CONTAIN THE SOCIAL SECURITY NUMBER OF ANY PERSON.**

18 /S/ Carl M. Hebert
19 CARL M. HEBERT, ESQ.

20 Counsel for the plaintiff
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INDEX OF EXHIBITS

<u>Number</u>	<u>Description</u>	<u>Pages</u>
1	Affidavit of merit under NRS 41A.071	2

Nevada State Board of Dental Examiners



ALH ✓
7.8.25

ARB ✓
7/8/25

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

COMPLAINT FORM

Pursuant to NRS 631.360, the Board is required upon receipt of a verified complaint in writing from any person setting forth facts which, if proven, would constitute grounds for initiating disciplinary action, investigate the actions of any person who practices dentistry or dental hygiene in the state of Nevada.

The Nevada State Board of Examiners does not investigate standard of care issues for dental treatment(s) that was performed five years ago or longer.

Complainant Name: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

Email address: [REDACTED]

Dentist or Dental Hygienist Full Name: [REDACTED]

Practice Address: [REDACTED]

Phone Number: [REDACTED]

Name of any subsequent treating dentist or second opinion dentist:

Note: The Board does not have jurisdiction over office personnel of a dental practice

Received
JUL 07 2025
NSBDE



What date(s) was the treatment in question performed?

I do not recall the exact treatment dates, but Patient A received a consultation on June 10, 2025, and Patient B on June 11, 2025. In both cases, treatment involving initiation of banding and bracket placement began approximately one- two week after their respective consultation dates.

Provide a detailed summary of the allegations. Please add additional sheets to explain the present situation:

I am writing to report concerning practices I observed while working as the office manager for Dr [REDACTED] at [REDACTED]. During my time in the office, I witnessed multiple cases in which the orthodontist placed braces on patients without ensuring their oral health was stable. In particular: One patient had not had a dental cleaning in over two years, yet orthodontic treatment was initiated without any documented clearance or communication with her general dentist. In another case, the orthodontist verbally told a patient to "take care of" their dental needs, but braces were still placed before those needs (such as root canals or crown placements) were completed. There was no formal policy in place to verify that patients were dentally cleared before orthodontic treatment began, nor was there coordination with general dentists or periodontists. This raises serious concerns about the standard of care and patient safety. I believe these actions may be in violation of the professional standards set by the Board and could potentially lead to harm. I am submitting this information in good faith with the hope that it will be reviewed and investigated appropriately.

I have the full names of the patients involved; however, to protect their privacy and comply with HIPAA regulations, I am not including their names in this form. I can provide the information upon request if appropriate consent or authorization is obtained.

Received

JUL 07 2025

NSBDE

If you have documents relevant to the allegations contained in your complaint, please attach copies of the documents with this complaint form.

Note: Please complete the Verification Form and return along with the Complaint Form.

Note: Please complete the Authorization to Release Records Form and return the Authorization to Release Records Form along with the Complaint Form.

Print Name: _____

Signature: _____

Date: _____

Once the Nevada State Board of Dental Examiners has received the Complaint Form, Verification Form and the Authorization to Release Records Form, the Board will notice the complaint to the licensed dentist or dental hygienist. Thereafter, upon receipt of the written response and copy of the dental records filed by the dentist or dental hygienist, the investigative file will be assigned to a clinical reviewer who will review the case and prepare a report. Thereafter, the case will then move on to the NRS 631.3635 Review Panel for their review and consideration. The NRS 631.3635 Review Panel will then provide the Board with recommendations for action.

Please be advised, the General Counsel for the Board is the attorney for the Board Members and Staff, the General Counsel does not represent you or the licensee being investigated. Filing this complaint does not toll the statute of limitation period required for filing a civil complaint or claim of malpractice.

Mail, Fax, or E-Mail the completed Complaint Form, Verification Form, and Authorization to Release Records Form to:

Nevada State Board of Dental Examiners
2651 N Green Valley Pkwy, Ste 104
Henderson, Nevada 89014
Fax No: 702.486.7046
E-Mail: nsbde@dental.nv.gov

Received
JUL 07 2022
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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

VERIFICATION OF COMPLAINT

STATE OF Nevada

COUNTY OF Clark County

Regarding the complaint submitted to the Nevada State Board of Dental Examiners against _____

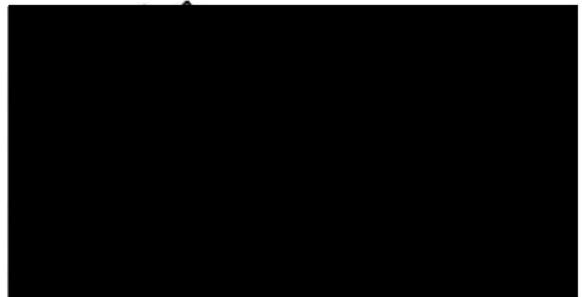
_____, first duly sworn, deposes and says:
(Dentist(s)/Hygienist(s) Name(s)) (Complainant's Name)

- 1) That he/she is the Complainant in the aforementioned action;
- 2) That he/she has read the foregoing statements/complaint to which this verification applies and knows the contents thereof;
- 3) That the same is true and correct to his/her own knowledge and belief;
- 4) That if called upon to testify regarding the statements made in the attached complainant's complaint, he/she could do so competently;
- 5) That he/she will keep and maintain confidential the Dentist's and/or Dental Hygienist's answer/response to the complainant's complaint and will not use any documents and/or information, if any, received from the Board regarding Dentist's and/or Dental Hygienist's answer/response to the complainant's complaint in any civil action or lawsuit (this includes, but is not limited to disclosing, seeking to have admitted into evidence, or producing in discovery, providing to expert witnesses, etc.);
- 6) That he/she understands that the investigation into his/her complaint, including the complaint itself, is confidential;
- 7) That he/she will keep and maintain the confidentiality of the complaint and any documents and information, if any, received from the Board regarding the Board's investigation into his/her complaint, and will instruct his/her agents and representatives to also maintain said confidentiality;
- 8) That he/she understands and agrees that complainant's or his/her representative or agent's public dissemination or other failure to maintain the confidentiality of the complaint and/or any documents received concerning the investigation into the complaint may result in the dismissal of complainant's complaint.
- 9) By signing this form, I affirm that each document is complete and correct and that all information contained in this submission is true under the pains and penalties of perjury and the requirements of NRS Chapter 631 and NAC Chapter 631 and Nevada law generally. I also acknowledge that if I have directed or authorized a person to complete or submit this information on my behalf, I, the Complainant, am fully responsible for the content of the submission.

Received

JUL 07 2025

NSBDE



CONFIDENTIAL



**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
NEVADA STATE BOARD OF DENTAL EXAMINERS**

Draft Advisory Opinion

Subject: Definition of a “Facility,” Infection-Control Inspection Duties, and Professional Liability When Dental Services Are Delivered in Pop-Up, Mobile, or Other Non-Permanent Locations

(Prepared for Board consideration on July 14, 2025, Infection Control Committee Meeting, pursuant to the motion of the Board’s Infection-Control Committee.)

1. Purpose

To clarify for all licensees that any site (permanent or temporary) where dental services are rendered is a “facility” under Nevada law, that all facilities must undergo a Board infection-control inspection before patient care begins, and that practicing in an uninspected facility constitutes unprofessional conduct and a breach of the standard of care.

2. Statutory & Regulatory Authority

- **NRS 631.190** – Authorizes the Board to adopt rules and take actions necessary to protect the public
- **NAC 631.178** – Incorporates the CDC *Guidelines for Infection Control in Dental Health-Care Settings* and requires licensee compliance in every practice environment.
- **NAC 631.1785** – Requires a licensed dentist who is the owner of any “office or facility” where dental treatment is performed to request an initial infection control inspection within 30 days of assuming ownership.
- **NAC 631.179 & 631.1795** – Permits random and summary inspections and authorize disciplinary action for deficiencies.
- **NAC 631.230** – Designates violations of Board regulations and breaches of the standard of care as unprofessional conduct subject to discipline.

3. Committee Determination

1. Facility Defined

- For purposes of NAC 631.1785 and related regulations, a *facility* is any physical location (fixed, mobile, pop-up, or otherwise) where one or more licensees provide dental services to the public. This definition includes self-contained mobile vans, temporary operatories erected

in traditionally non-dental clinic spaces (e.g., hotel ballrooms, convention centers, offices or common areas of workplaces, and similar non-traditional venues).

2. Inspection Requirement & Timing

- No patient care may be initiated until the Board conducts an infection control inspection and the inspection is passed.
- For *mobile units*, the inspection must occur in the interior of the unit; any treatment stations placed outside the vehicle constitute a separate facility requiring its own inspection or the inspection of the setup and breakdown of the equipment at an agreed upon location.
- For *pop-up or event-based clinics*, a new inspection is required for each distinct set-up and location, even if the equipment and personnel remain the same.
- For school-based clinics, the inspection may occur at an agreed upon location to demonstrate the setup and breakdown of the equipment. *

3. Licensee Duties and Liability

- Dentists who own, manage, sponsor, or otherwise control a pop-up or mobile operation are professionally responsible for requesting and passing the required inspection.
- Delivering care in an uninspected facility is deemed *unprofessional conduct* under NRS 631.230 and NAC 631.230 and is a *breach of the standard of care*, exposing every participating licensee to disciplinary action.

4. Ancillary Authority Affecting Non-Licensees

- Any out-of-state dentist who owns an interstate traveling mobile or pop-up dental company or clinic cannot operate a mobile or pop-up clinic offering services to Nevada consumers or business; to do so is practicing without a license pursuant to NRS 631.395(10). While an owner of an interstate traveling mobile or pop-up company could employ or contact a Nevada licensed dentist to run or work at such a mobile or pop-up site, the out-of-state owner cannot share in the fees collected at the site or direct the work of the Nevada licensee at that site (also pursuant to NRS 631.395(10)).
- Any non-dental service business owner who employs or contracts with an interstate traveling mobile or pop-up dental company or clinic owned by an out-of-state dentist or out-of-state entity can be subject to a violation of practicing dentistry without a license under NRS 631.395(11)(for aiding and abetting another to violate the provisions of Chapter 631).

4. Effective Date

This Advisory Opinion is effective upon adoption at the Board's August 13, 2025, meeting and remains in force until modified or superseded by subsequent Board action or legislative amendment.

5. Reservation of Authority

Nothing herein limits the Board's discretion to impose additional conditions, suspend or revoke licenses, or seek injunctive relief when patient safety requires.

* NAC 631.178 governs the infection-control expectations related to “licensed dentists” who own an office or facility; to that end, it does not govern dental hygienists. Thus, where a dental hygienist owns and/or operates a mobile, portable, or pop-up public health care program clinic pursuant to NRS 631.3453, this advisory opinion does not necessarily guide their infection-control inspection obligations. Nonetheless, public health dental hygienists are subject to biannual specialty renewal per NAC 631.145, under which they must submit a report summarizing their services. If this summary does not contain sufficient information substantiating basic compliance with infection-control measures (e.g., using sterile or disposable instruments and equipment, describing disinfectant measures for areas where services are provided, etc.), renewal may not be permitted.

**ADOPTED REGULATION OF THE
BOARD OF DENTAL EXAMINERS OF NEVADA**

LCB File No. R083-24

EXPLANATION – Matter in *italics* is new; matter in brackets ~~[omitted material]~~ is material to be omitted.

AUTHORITY: §§ 1-3, NRS 631.190 and 631.265.

A REGULATION relating to dentistry; revising provisions relating to the inspection and evaluation of certain facilities, equipment, personnel, records, procedures and dentists; revising certain equipment and drugs which a dentist administering general anesthesia or sedation to certain patients is required to maintain in his or her office; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Existing law prohibits a licensed dentist from administering general anesthesia, minimal sedation, moderate sedation or deep sedation to a patient unless the dentist has obtained a permit from the Board of Dental Examiners of Nevada. Existing law further requires the Board to adopt regulations to establish standards relating to the administration of general anesthesia, minimal sedation, moderate sedation and deep sedation. (NRS 631.265)

Existing regulations require an inspection and evaluation of the facility, equipment, personnel, records of patients and the procedures used by every dentist who seeks or holds a general anesthesia permit or moderate sedation permit, and of the dentist himself or herself: (1) before the Board will issue such an original permit to the dentist; and (2) at least once in every 5-year period thereafter. (NAC 631.2219) **Section 1** of this regulation removes the requirement for a subsequent inspection and evaluation at least once in every 5-year period after the issuance of an original permit and, instead, authorizes the Board to require such an inspection and evaluation any time after the issuance of the original permit.

Existing regulations require that certain equipment be available at a dentist’s office if general anesthesia, deep sedation or moderate sedation is administered at the dentist’s office to a patient 12 years of age or younger. (NAC 631.2227) **Section 2** of this regulation revises the equipment which is required to be available if moderate sedation is administered to a patient 12 years of age or younger but does not change the equipment required if general anesthesia or deep sedation is administered to such a patient.

Existing regulations require a dentist’s office to maintain certain emergency drugs if general anesthesia, deep sedation or moderate sedation is administered at the dentist’s office to a patient 12 years of age or younger. (NAC 631.2231) **Section 3** of this regulation removes certain drugs from the list of emergency drugs which are required to be maintained under such circumstances.

Section 1. NAC 631.2219 is hereby amended to read as follows:

631.2219 1. The Board ~~twill~~:

(a) Will require an inspection and evaluation of the facility, equipment, personnel, records of patients and the procedures used by every dentist who seeks or holds a general anesthesia permit or moderate sedation permit, and of the dentist himself or herself, before issuing such an original permit to the dentist ; ~~};~~ and ~~at least once in every 5-year period thereafter.}~~

(b) May require an inspection and evaluation described in paragraph (a) any time after the issuance of an original permit described in paragraph (a).

2. The Board will renew general anesthesia permits and moderate sedation permits annually or biennially, as applicable, based on the renewal period set forth in NRS 631.330 for the type of license held by the holder of the permit, unless the holder is informed in writing, 60 days before the date for renewal, that a reevaluation of his or her credentials is required. In determining whether reevaluation is necessary, the Board will consider, among other factors, complaints by patients and reports of adverse occurrences. A reevaluation will, if appropriate, include an inspection of the facility, equipment, personnel, records of patients and the procedures used by the holder, and an examination of his or her qualifications.

Sec. 2. NAC 631.2227 is hereby amended to read as follows:

631.2227 A dentist's office inspected or evaluated for the issuance or renewal of a general anesthesia permit, moderate sedation permit or certificate of site approval must meet the following minimum standards with regard to physical facilities and equipment:

1. The operating theater must be large enough to accommodate the patient adequately on a table or in a dental chair and to allow an operating team consisting of at least three persons to move freely about the patient.

2. The operating table or dental chair must:
 - (a) Allow the patient to be placed in a position such that the operating team can maintain the airway;
 - (b) Allow the operating team to alter the patient's position quickly in an emergency; and
 - (c) Provide a firm platform for the management of cardiopulmonary resuscitation.
3. The lighting system must be adequate to allow an evaluation of the patient's skin and mucosal color. An alternate lighting system must derive its power from batteries and must be sufficiently intense to allow completion of any procedure underway at the time of a general power failure.
4. Suction equipment must be available that allows aspiration of the oral and pharyngeal cavities. An alternate suction device that will function effectively during a general power failure must be available.
5. A system for delivering oxygen must have adequate full-face masks and appropriate connectors, and be capable of delivering oxygen to the patient under positive pressure. An adequate alternate system for delivering oxygen is also required.
6. A recovery area must be provided that has available oxygen, adequate lighting, suction and electrical outlets. The recovery area may be the operating theater. A member of the staff must be able to observe the patient at all times during the recovery.
7. Except as otherwise provided in this subsection, ancillary equipment must include:
 - (a) A laryngoscope complete with an adequate selection of blades and spare batteries and bulbs;
 - (b) Endotracheal tubes and appropriate connectors;
 - (c) Oral airways;

- (d) A tonsillar or pharyngeal suction tip adaptable to all office suction outlets;
- (e) An endotracheal tube type forcep;
- (f) A sphygmomanometer and stethoscope;
- (g) An electrocardioscope and defibrillator;
- (h) Adequate equipment for the establishment of an intravenous infusion;
- (i) A pulse oximeter; and
- (j) A capnography monitor.

↪ Except as otherwise provided in subsection 8, a dentist's office inspected or evaluated for the issuance or renewal of a moderate sedation permit is not required to have the ancillary equipment described in paragraphs (a), (b), (e), (g) and (j).

8. In addition to the requirements of subsection 7 ~~to-if~~:

(a) *If* general anesthesia ~~to~~ *or* deep sedation ~~for moderate sedation~~ is administered at the dentist's office to a patient 12 years of age or younger, the following equipment must be available at the dentist's office:

- ~~(a)~~ (1) A pediatric size ambu bag and masks;
- ~~(b)~~ (2) Pediatric blood pressure cuffs;
- ~~(c)~~ (3) A laryngoscope complete with an adequate selection of blades for use on pediatric patients;
- ~~(d)~~ (4) Appropriately sized endotracheal tubes and appropriate connectors;
- ~~(e)~~ (5) An electrocardioscope and defibrillator;
- ~~(f)~~ (6) Pediatric pads for use with an electrocardioscope and defibrillator; and
- ~~(g)~~ (7) Small oral and nasal airways.

(b) If moderate sedation is administered at the dentist's office to a patient 12 years of age or younger, the following equipment must be available at the dentist's office:

(1) A pediatric size ambu bag and masks;

(2) Pediatric blood pressure cuffs; and

(3) Small oral and nasal airways.

Sec. 3. NAC 631.2231 is hereby amended to read as follows:

631.2231 1. Except as otherwise provided in this section, a dentist's office inspected or evaluated for the issuance or renewal of a general anesthesia permit, moderate sedation permit or certificate of site approval must maintain emergency drugs of the following categories which must be immediately available for use on the patient:

- (a) Vasopressor;
- (b) Corticosteroid;
- (c) Bronchodilator;
- (d) Muscle relaxant;
- (e) Intravenous medication for the treatment of cardiopulmonary arrest;
- (f) Appropriate drug antagonist;
- (g) Antihistaminic;
- (h) Anticholinergic;
- (i) Antiarrhythmic;
- (j) Coronary artery vasodilator;
- (k) Anti-hypertensive; and
- (l) Anti-convulsive.

2. In addition to the requirements of subsection 1, if general anesthesia, deep sedation or moderate sedation is administered at a dentist's office to a patient 12 years of age or younger, the dentist's office must maintain ~~the following emergency drugs:~~

~~—(a) Appropriate~~ *appropriate* dosages of epinephrine or a pediatric epinephrine auto-injector .

~~†;~~

~~—(b) Adenosine;~~

~~—(c) Aminodarone;~~

~~—(d) Magnesium sulfate; and~~

~~—(e) Procainamide.†~~

3. Except as otherwise provided in subsection 2, a dentist's office that is inspected or evaluated for the issuance or renewal of a moderate sedation permit is not required to maintain the emergency drugs described in paragraphs (d), (e), (i) and (k) of subsection 1.

NEVADA STATE BOARD OF DENTAL EXAMINERS



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

(TEMPORARY)
PEDIATRIC MODERATE SEDATION ADMINISTERING PERMIT APPLICATION
QUALIFICATIONS OF APPLICANTS

Michael D. Pearson, DMD

APPLICANT NAME



NEVADA LICENSE (licensed 07/01/2023)

Yes

No

COMPLETED APPLICATION

Yes

No

PAYMENT RECEIVED (CC \$750.00 on 08/04/2025)

SEE ATTACHED

CERTIFICATION OF MINIMUM 60 HOURS APPROVED
COURSE STUDY DEDICATED EXCLUSIVELY TO THE
ADMINISTRATION OF MODERATE SEDATION
(EQUIVALENT TO 60 HOURS/25 CASES)

Specialty: Pediatric Dentist
UNLV – Pediatric Dentistry
Completion date: 06/30/2025

Yes

No

PALS CERTIFICATION IN COMPLIANCE WITH AMERICAN
HEART ASSOCIATION STANDARDS

PALS VALID DATES:
06/24/2025 – 06/2027

CERTIFICATION CAN INCLUDE LETTER FROM PROGRAM DIRECTOR ON INSTITUTION'S
LETTERHEAD (W/SEAL) OR CERTIFICATE OF COMPLETION BY RECOGNIZED SPECIALTY
BOARD PURSUANT TO NAC 631.190.

Review by Chair of Anesthesia Committee:

RECOMMEND APPROVAL: YESX NO

IF REJECTED,

Reasons/Concerns: _____

A handwritten signature in blue ink.

Joshua M Branco, DMD
Chair of Anesthesia Committee

04/08/2025

Date

REVIEW CONTINUED
PEDIATRIC MODERATE SEDATION ADMINISTERING PERMIT APPLICATION
APPLICANT: Michael D. Pearson, DMD

Review by Secretary- Treasurer:

APPLICATION APPROVED: YES NO

IF REJECTED,

Reasons/Concerns: _____

Daniel Streifel, DDS
Secretary-Treasurer

Date



NEVADA STATE BOARD OF DENTAL EXAMINERS

2651 N Green Valley Parkway, Suite 104,

Henderson, Nevada 89014

nsbde@dental.nv.gov

Phone(702) 486-7044 | (800) DDS-EXAM | Fax (702)486-7046



PEDIATRIC ANESTHESIA ADMININSTRATIVE PERMIT APPLICATION

(administration of Moderate Sedation to patients 21 years of age and younger & adults with special needs)

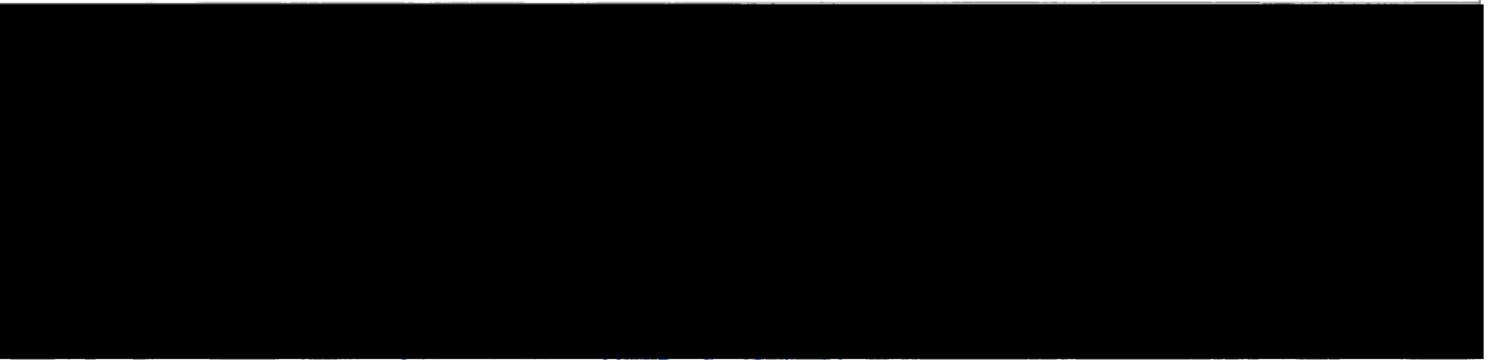
THE FOLLOWING INFORMATION AND DOCUMENTATION MUST BE RECEIVED BY THE BOARD OFFICE PRIOR TO CONSIDERATION OF A PERMIT. ALL APPLICATIONS MUST BE COMPLETED IN FULL AND SIGNED BY THE APPLICANT

A. CONTACT INFORMATION

First Name: <u>Michael</u>	Middle Name: <u>Dean</u>	Last Name: <u>Pearson</u>	
-------------------------------	-----------------------------	------------------------------	---

Pursuant to NAC 631.150, all licensees are required to keep the Board informed of their current address(es). Changes to any address must be reported to the Board office in writing via the Address Change Form (or updated online) within thirty (30) days of such change. All addresses are treated individually.

PROVIDE THE ADDRESS OF THE PRACTICE YOU ARE APPLYING FOR AN ANESTHESIA PERMIT BELOW. IF YOU ARE APPLYING FOR MORE THAN ONE (1) OFFICE, LIST OTHERS ON A SEPARATE SHEET



B. EDUCATION INFORMATION

1. Highest Degree Earned:	<input type="checkbox"/> Certificate <input type="checkbox"/> Bachelors <input type="checkbox"/> Doctoral (DDS)	<input type="checkbox"/> Associates <input type="checkbox"/> Masters <input checked="" type="checkbox"/> Doctoral (DMD)
2. Educational Institution Name: <u>Midwestern University College of Dental Medicine</u>		
3. Institution City: <u>Glendale AZ</u>	Institution State: <u>AZ</u>	Did you Graduate? <u>Yes</u> No
4. *If Yes, Graduation Date: <u>May 30th 2019</u>	**If No, Expected Graduation Date:	
5. Did you attend a Postdoctoral program in a specialty or advanced education in dentistry?	<u>Yes*</u> No	

*Specialty Education		
7. Educational Program Name: <u>UNLV Advance Education Pediatric Dentistry</u>		
9. Institution City: <u>Las Vegas</u>	Institution State: <u>NV</u>	Did you Graduate? <u>Yes</u> No
10. *If Yes, Graduation Date: <u>6/30/2025</u>	Did you receive Specialty Certificate/Diploma? <u>Yes</u> No	
Certificate/Diploma: <u>Pediatric Dentistry</u>		

C. APPLICANT ATTESTATIONS	
1. By selecting this box, I attest that I have received and attached certification to this application proving I have completed no less than sixty (60) hours of course study of a specialty program accredited by the Commission of Dental Accreditation of the American Dental Association which includes education and training in the administration of moderate sedation to pediatric patients that is equivalent to the education as required per NRS 631 of not less than sixty (60) hours and I have submitted proof of the successful administration as the operator of moderate sedation to no less than twenty-five (25) pediatric patients.	<input checked="" type="checkbox"/>
2. By selecting this box, I hereby attest that I have attached to this application a copy of 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.	<input checked="" type="checkbox"/>

	CONTINUE TO PAGE 3 AND COMPLETE THE MODERATE SEDATION ADMINISTRATION FORM. APPLICATIONS THAT DO NOT HAVE THE COMPLETED MODERATE SEDATION ADMINISTRATION FORM ARE NOT COMPLETE AND WILL NEED TO BE RESUBMITTED	
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E. FEES**APPLICATION FEES ARE NON-REFUNDABLE. DENIAL OF AN APPLICATION IS NOT GROUNDS FOR A REFUND**

<input checked="" type="checkbox"/> Moderate Sedation	\$750.00	<input type="checkbox"/> Site Permit	\$500.00
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OPTIONAL REQUEST FEES

<input type="checkbox"/> Duplicate Anesthesia Permit	\$25.00	Quantity: _____
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<input type="checkbox"/> Duplicate DH Local Anesthesia/N2O Permit	\$25.00	Quantity: _____
---	---------	-----------------

<input type="checkbox"/> Name Change	\$25.00
--------------------------------------	---------

I hereby submit my 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 to a patient 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 does NOT allow for the administration of deep sedation or general anesthesia by me, a physician, a nurse anesthetist, or any other person. I have read and I am familiar with the provision 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.

Licensee Signature:



Date:

7/30/2025

NEVADA STATE BOARD OF DENTAL EXAMINERS



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

(TEMPORARY)
PEDIATRIC MODERATE SEDATION ADMINISTERING PERMIT APPLICATION
QUALIFICATIONS OF APPLICANTS

Brennan Truman, DMD

APPLICANT NAME



NEVADA LICENSE (licensed 07/01/2023)

Yes

No

COMPLETED APPLICATION

Yes

No

PAYMENT RECEIVED (CC \$750.00 on 6/27/2025)

SEE ATTACHED

CERTIFICATION OF MINIMUM 60 HOURS APPROVED
COURSE STUDY DEDICATED EXCLUSIVELY TO THE
ADMINISTRATION OF MODERATE SEDATION
(EQUIVALENT TO 60 HOURS/25 CASES)

Specialty: **Pediatric Dentistry**
UNLV SDM – Advanced Education
Completion date: 06/30/2025

Yes

No

PALS CERTIFICATION IN COMPLIANCE WITH AMERICAN
HEART ASSOCIATION STANDARDS
PALS VALID DATES:
08/02/2023 – 08/2025


CERTIFICATION CAN INCLUDE LETTER FROM PROGRAM DIRECTOR ON INSTITUTION'S
LETTERHEAD (W/SEAL) OR CERTIFICATE OF COMPLETION BY RECOGNIZED SPECIALTY
BOARD PURSUANT TO NAC 631.190.

Review by Chair of Anesthesia Committee:

RECOMMEND APPROVAL: YESx NO

IF REJECTED,

Reasons/Concerns: _____


Josh Branco DMD (Jul 22, 2025 14:09 PDT)
Joshua M Branco, DMD
Chair of Anesthesia Committee

07/22/2025

Date

REVIEW CONTINUED
PEDIATRIC MODERATE SEDATION ADMINISTERING PERMIT APPLICATION
APPLICANT: Brennan Truman, DMD

Review by Secretary- Treasurer:

APPLICATION APPROVED: YES NO

IF REJECTED,

Reasons/Concerns: _____


Daniel Streifel, DDS
Secretary-Treasurer

8-1-25
Date



NEVADA STATE BOARD OF DENTAL EXAMINERS
2651 N Green Valley Parkway, Suite 104,
Henderson, Nevada 89014
nsbde@dental.nv.gov
Phone (702) 486-7044 | (800) DDS-EXAM | Fax (702) 486-7046

OFFICE USE ONLY

Received
Date Received: JUN 27 2025
Payment Amount: _____
Staff Initials: NSBDE

PEDIATRIC ANESTHESIA ADMINISTRATIVE PERMIT APPLICATION
(administration of Moderate Sedation to patients 12 years of age or younger)

THE FOLLOWING INFORMATION AND DOCUMENTATION MUST BE RECEIVED BY THE BOARD OFFICE PRIOR TO CONSIDERATION OF A PERMIT. ALL APPLICATIONS MUST BE COMPLETED IN FULL AND SIGNED BY THE APPLICANT

A. CONTACT INFORMATION

First Name: <u>Brennan</u>	Middle Name: <u>Riley</u>	Last Name: <u>Truman</u>
-------------------------------	------------------------------	-----------------------------

Pursuant to NAC 631.150, all licensees are required to keep the Board informed of their current address(es). Changes to any address must be reported to the Board office in writing via the Address Change Form (or updated online) within thirty (30) days of such change. All addresses are treated individually.

PROVIDE THE ADDRESS OF THE PRACTICE YOU ARE APPLYING FOR AN ANESTHESIA PERMIT BELOW. IF YOU ARE APPLYING FOR MORE THAN ONE (1) OFFICE, LIST OTHERS ON A SEPARATE SHEET

OFFICE SITE PERMIT

Check this box if you are applying for a Site Permit for the same office location as listed above. (If your practice office is already site-permitted, DO NOT select this box)

☐

B. EDUCATION INFORMATION

1. Highest Degree Earned:	<input type="checkbox"/> Certificate <input type="checkbox"/> Bachelors <input type="checkbox"/> Doctoral (DDS)	<input type="checkbox"/> Associates <input type="checkbox"/> Masters <input checked="" type="checkbox"/> Doctoral (DMD)
2. Educational Institution Name: <u>UNLV SDM</u>		
3. Institution City: <u>Las Vegas</u>	Institution State: <u>NV</u>	Did you Graduate? <input checked="" type="radio"/> Yes <input type="radio"/> No
4. *If Yes, Graduation Date: <u>5/2023</u>	**If No, Expected Graduation Date:	
5. Did you attend a Postdoctoral program in a specialty or advanced education in dentistry?	<input checked="" type="radio"/> Yes* <input type="radio"/> No	

***Specialty Education**

7. Educational Program Name:

UNLV SDM Advanced Education in Pediatric Dentistry

9. Institution City:

Las Vegas

Institution State:

NV

Did you Graduate?

☒ Yes☐ No

10. *If Yes, Graduation Date:

6/30/25

Did you receive Specialty Certificate/Diploma?

☒ Yes☐ No

Certificate/Diploma: _____

C. APPLICANT ATTESTATIONS

1. By selecting this box, I attest that I have received and attached certification to this application proving I have completed no less than sixty (60) hours of course study of a specialty program accredited by the Commission of Dental Accreditation of the American Dental Association which includes education and training in the administration of moderate sedation to pediatric patients that is equivalent to the education as required per NRS 631 of not less than sixty (60) patients and I have submitted proof of the successful administration as the operator of moderate sedation to no less than twenty-five (25) pediatric (under 13 years old) patients.
2. By selecting this box, I hereby attest that I have attached to this application a copy of 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.



CONTINUE TO PAGE 3 AND COMPLETE THE MODERATE SEDATION ADMINISTRATION FORM. APPLICATIONS THAT DO NOT HAVE THE COMPLETED MODERATE SEDATION ADMINISTRATION FORM ARE NOT COMPLETE AND WILL NEED TO BE RESUBMITTED



Received
JUN 27 2025
NSBDE

E. FEES

APPLICATION FEES ARE NON-REFUNDABLE. DENIAL OF AN APPLICATION IS NOT GROUNDS FOR A REFUND

<input checked="" type="checkbox"/> Moderate Sedation	\$750.00	<input type="checkbox"/> Site Permit	\$500.00
---	----------	--------------------------------------	----------

OPTIONAL REQUEST FEES

<input type="checkbox"/> Duplicate Anesthesia Permit	\$25.00	Quantity: _____
--	---------	-----------------

<input type="checkbox"/> Duplicate DH Local Anesthesia/N2O Permit	\$25.00	Quantity: _____
---	---------	-----------------

<input type="checkbox"/> Name Change	\$25.00
--------------------------------------	---------

I hereby submit my 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 to a patient 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 does NOT allow for the administration of deep sedation or general anesthesia by me, a physician, a nurse anesthetist, or any other person. I have read and I am familiar with the provision 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.

Licensee Signature:

Date:



Received
JUN 27 2025
NSBDE

NEVADA STATE BOARD OF DENTAL EXAMINERS



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

(TEMPORARY)
PEDIATRIC MODERATE SEDATION ADMINISTERING PERMIT APPLICATION
QUALIFICATIONS OF APPLICANTS

Tiffany Lu, DMD

APPLICANT NAME



NEVADA LICENSE (licensed 06/06/2023)

Yes

No

COMPLETED APPLICATION

Yes

No

PAYMENT RECEIVED (CC \$750.00 on 7/23/2025)

SEE ATTACHED

CERTIFICATION OF MINIMUM 60 HOURS APPROVED
COURSE STUDY DEDICATED EXCLUSIVELY TO THE
ADMINISTRATION OF MODERATE SEDATION
(EQUIVALENT TO 60 HOURS/25 CASES)

Specialty: Pediatric Dentistry
UNLV – School of Dental Medicine
Completion date: 06/2025

Yes

No

PALS CERTIFICATION IN COMPLIANCE WITH AMERICAN
HEART ASSOCIATION STANDARDS

PALS VALID DATES:
06/24/2025 – 06/2027

CERTIFICATION CAN INCLUDE LETTER FROM PROGRAM DIRECTOR ON INSTITUTION'S
LETTERHEAD (W/SEAL) OR CERTIFICATE OF COMPLETION BY RECOGNIZED SPECIALTY
BOARD PURSUANT TO NAC 631.190.

Review by Chair of Anesthesia Committee:

RECOMMEND APPROVAL: YESx NO

IF REJECTED,

Reasons/Concerns: _____

A handwritten signature in blue ink, appearing to read "Joshua M. Branco".

Josh Branco DMD (Jul 31, 2025 14:03:52 PDT)

Joshua M Branco, DMD
Chair of Anesthesia Committee

31/07/2025

Date

REVIEW CONTINUED
PEDIATRIC MODERATE SEDATION ADMINISTERING PERMIT APPLICATION
APPLICANT: Tiffany Lu, DMD

Review by Secretary- Treasurer:

APPLICATION APPROVED: YES NO

IF REJECTED,

Reasons/Concerns: _____

Dan Streifel

Daniel Streifel, DDS
Secretary-Treasurer

8-1-25

Date

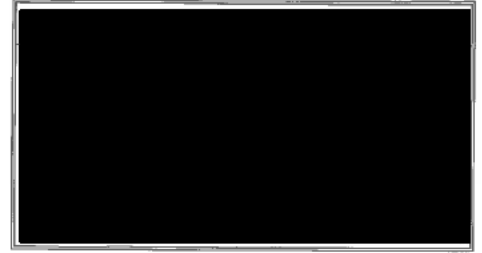


NEVADA STATE BOARD OF DENTAL EXAMINERS

2651 N Green Valley Parkway, Suite 104,
Henderson, Nevada 89014

nsbde@dental.nv.gov

Phone (702) 486-7044 | (800) DDS-EXAM | Fax (702) 486-7046



PEDIATRIC ANESTHESIA ADMINISTRATIVE PERMIT APPLICATION (administration of Moderate Sedation to patients 21 years of age and younger & adults with special needs)

THE FOLLOWING INFORMATION AND DOCUMENTATION MUST BE RECEIVED BY THE BOARD OFFICE PRIOR TO CONSIDERATION OF A PERMIT. ALL APPLICATIONS MUST BE COMPLETED IN FULL AND SIGNED BY THE APPLICANT

A. CONTACT INFORMATION

First Name:

Tiffany

Middle Name:

Last Name:

Lu

Pursuant to NAC 631.150, all licensees are required to keep the Board informed of their current address. Any address must be reported to the Board office in writing via the Address Change Form (or updated online) within thirty (30) days of such change. All addresses are treated individually.

PROVIDE THE ADDRESS OF THE PRACTICE YOU ARE APPLYING FOR AN ANESTHESIA PERMIT BELOW. IF YOU ARE APPLYING FOR MORE THAN ONE (1) OFFICE, LIST OTHERS ON A SEPARATE SHEET

B. EDUCATION INFORMATION

1. Highest Degree Earned:
- | | |
|---|--|
| <input type="checkbox"/> Certificate | <input type="checkbox"/> Associates |
| <input type="checkbox"/> Bachelors | <input type="checkbox"/> Masters |
| <input type="checkbox"/> Doctoral (DDS) | <input checked="" type="checkbox"/> Doctoral (DMD) |

2. Educational Institution Name:
University of Nevada, Las Vegas School of Dental Medicine



3. Institution City: Las Vegas Institution State: NV Did you Graduate? ☒ Yes ☐ No

4. *If Yes, Graduation Date: 04/2021 **If No, Expected Graduation Date:

5. Did you attend a Postdoctoral program in a specialty or advanced education in dentistry? ☒ Yes* ☐ No

*Specialty Education		
7. Educational Program Name: <i>Advanced Pediatric Dentistry at University of Nevada, Las Vegas School of Dental Medicine</i>		
9. Institution City: <i>Las Vegas</i>	Institution State: <i>NV</i>	Did you Graduate? <input checked="" type="radio"/> Yes <input type="radio"/> No
10. *If Yes, Graduation Date: <i>06/2025</i>	Did you receive Specialty Certificate/Diploma? <input checked="" type="radio"/> Yes <input type="radio"/> No <u>Certificate</u> Diploma: <i>Pediatric Dentistry</i>	

C. APPLICANT ATTESTATIONS	
1. By selecting this box, I attest that I have received and attached certification to this application proving I have completed no less than sixty (60) hours of course study of a specialty program accredited by the Commission of Dental Accreditation of the American Dental Association which includes education and training in the administration of moderate sedation to pediatric patients that is equivalent to the education as required per NRS 631 of not less than sixty (60) hours and I have submitted proof of the successful administration as the operator of moderate sedation to no less than twenty-five (25) pediatric patients.	<input checked="" type="checkbox"/>
2. By selecting this box, I hereby attest that I have attached to this application a copy of 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.	<input checked="" type="checkbox"/>

	CONTINUE TO PAGE 3 AND COMPLETE THE MODERATE SEDATION ADMINISTRATION FORM. APPLICATIONS THAT DO NOT HAVE THE COMPLETED MODERATE SEDATION ADMINISTRATION FORM ARE NOT COMPLETE AND WILL NEED TO BE RESUBMITTED	
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E. FEES

APPLICATION FEES ARE NON-REFUNDABLE. DENIAL OF AN APPLICATION IS NOT GROUNDS FOR A REFUND

<input checked="" type="checkbox"/> Moderate Sedation	\$750.00	<input type="checkbox"/> Site Permit	\$500.00
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OPTIONAL REQUEST FEES

<input type="checkbox"/> Duplicate Anesthesia Permit	\$25.00	Quantity: _____
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<input type="checkbox"/> Duplicate DH Local Anesthesia/N2O Permit	\$25.00	Quantity: _____
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<input type="checkbox"/> Name Change	\$25.00
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I hereby submit my 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 to a patient 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 does NOT allow for the administration of deep sedation or general anesthesia by me, a physician, a nurse anesthetist, or any other person. I have read and I am familiar with the provision 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.

Licensee Signature:



Date:

07/20/2025

NEVADA STATE BOARD OF DENTAL EXAMINERS



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

(TEMPORARY)
MODERATE SEDATION ADMIN PERMIT APPLICATION
(Administration of Moderate Sedation restricted to patients 13 years of age and older)
QUALIFICATIONS OF APPLICANTS

Amir H. Mossadegh, DDS

APPLICANT NAME



NEVADA LICENSE (licensed 11/01/2022)

Yes

No

COMPLETED APPLICATION

Yes

No

PAYMENT RECEIVED (CC 07/24/2025 / \$ 750.00)

SEE ATTACHED

CERTIFICATION OF MINIMUM 60 HOURS APPROVED
COURSE STUDY DEDICATED EXCLUSIVELY TO THE
ADMINISTRATION OF MODERATE SEDATION:

Program: Vesper Institute

SEE ATTACHED

CERTIFICATION OF THE ADMINISTRATION OF A MINIMUM
OF 20 SEDATION CASES SUCCESSFULLY MANAGED BY
THE APPLICANT

Location: Cincinnati, OH 45227

Yes

No

Specialty:

CERTIFICATION OF SPECIALTY PROGRAM
COMPLETION APPROVED BY ADA CODA WHICH
INCLUDES EDUCATION/TRAINING IN MS
ADMINISTRATION (EQUIVALENT TO 60 HOURS/20 CASES)

Yes

No

ACLS CERTIFICATION IN COMPLIANCE WITH AMERICAN
HEART ASSOCIATION STANDARDS
ACLS VALID DATES: **01/11/2025 – 01/2027**

CERTIFICATION CAN INCLUDE LETTER FROM PROGRAM DIRECTOR ON INSTITUTION'S
LETTERHEAD (W/SEAL) OR CERTIFICATE OF COMPLETION BY RECOGNIZED SPECIALTY
BOARD PURSUANT TO NAC 631.190.

REVIEW CONTINUED – APPLICANT: Amir H. Mossadegh, DDS

Review by Chair of Anesthesia Committee:

RECOMMEND APPROVAL: YES ☒ NO

IF NO,

Reasons/Concerns: _____


Josh Branco DMD (Aug 6, 2025 13:05:49 PDT)

Joshua Branco, DMD
Anesthesia Chair

06/08/2025

Date

Review by Secretary-Treasurer:

APPLICATION APPROVED: YES NO

IF REJECTED,

Reasons/Concerns: _____

Daniel Streifel, DDS
Secretary-Treasurer

Date



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) 486-7044

MODERATE SEDATION ADMIN PERMIT APPLICATION

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

Name: Amir Mossadeqh

Office Site Permit

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

DENTAL EDUCATION

University/
College: University of British

Location: Columbia (UBC)
Vancouver, Canada

Dates attended: 07/2019 to 08/2021
Degree Earned: Diploma in Periodontology
MSC

BOARD APPROVED PROGRAM

Name/
Instructor: Scott E Dr. Zagre

Location: 5829 Wooster Pike,
Cincinnati, OH 45227

Dates attended: 08/16 to 12/125
Certificate Granted: 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.


- 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 Moderate Sedation Permit to administer moderate sedation to patients 13 years of age or older 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 patients 13 years of age or older at the address listed above. If I wish to administer moderate sedation to patients 13 years of age or older 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 patients 13 years of age or older. I understand that this permit, if issued, allows only me to administer moderate sedation to patients 13 years of age or older.

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

07/24/2025

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"

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

NEVADA STATE BOARD OF DENTAL EXAMINERS



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(TEMPORARY)
MODERATE SEDATION ADMIN PERMIT APPLICATION
(Administration of Moderate Sedation restricted to patients 13 years of age and older)
QUALIFICATIONS OF APPLICANTS

David Lee, DMD

APPLICANT NAME



NEVADA LICENSE (licensed 01/19/2000)

Yes

No

COMPLETED APPLICATION

Yes

No

PAYMENT RECEIVED (CC 04/18/2025 / \$ 750.00)

SEE ATTACHED

CERTIFICATION OF MINIMUM 60 HOURS APPROVED
COURSE STUDY DEDICATED EXCLUSIVELY TO THE
ADMINISTRATION OF MODERATE SEDATION:

Program: Idaho State University – Department of Dental Science

SEE ATTACHED

CERTIFICATION OF THE ADMINISTRATION OF A MINIMUM
OF 20 SEDATION CASES SUCCESSFULLY MANAGED BY
THE APPLICANT

Location: Idaho State University – Healthy Smiles, Lexington Kentucky

Yes

No

Specialty:

CERTIFICATION OF SPECIALTY PROGRAM
COMPLETION APPROVED BY ADA CODA WHICH
INCLUDES EDUCATION/TRAINING IN MS
ADMINISTRATION (EQUIVALENT TO 60 HOURS/20 CASES)

Yes

No

ACLS CERTIFICATION IN COMPLIANCE WITH AMERICAN
HEART ASSOCIATION STANDARDS
ACLS VALID DATES: **04/02/2025 – 04/2027**

CERTIFICATION CAN INCLUDE LETTER FROM PROGRAM DIRECTOR ON INSTITUTION'S
LETTERHEAD (W/SEAL) OR CERTIFICATE OF COMPLETION BY RECOGNIZED SPECIALTY
BOARD PURSUANT TO NAC 631.190.

REVIEW CONTINUED – APPLICANT: David Lee, DMD

Review by Chair of Anesthesia Committee:

RECOMMEND APPROVAL: YES ☒ NO ☐

IF NO,

Reasons/Concerns: _____


Josh Branco DMD (Apr 18, 2025 11:23 PDT)
Joshua Branco, DMD
Anesthesia Chair

04/18/2025

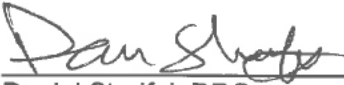
Date

Review by Secretary-Treasurer:

APPLICATION APPROVED: YES ☒ NO ☐

IF REJECTED,

Reasons/Concerns: _____


Daniel Streifel, DDS
Secretary-Treasurer

5-27-25

Date



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

MODERATE SEDATION ADMIN PERMIT APPLICATION

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

Name: David Lee

Office Site Permit

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

DENTAL EDUCATION

University/
College: Tufts University School of Dental Medicine

Location: Medford, MA

Dates attended: / 1991 /
to
 / 1995 /

Degree Earned:
DMD

BOARD APPROVED PROGRAM

Name/
Instructor: Happy Smiles
Margaret Walker, DMD

Location: Lexington, KY

Dates attended: 2 / 21 / 25
to
4 / 8 / 25

Certificate
Granted:
Moderate Sedation

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- 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.

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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

4/14/25

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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

