

***NEVADA STATE BOARD
of
DENTAL EXAMINERS***



PUBLIC BOOK

BOARD TELECONFERENCE MEETING

WEDNESDAY, FEBRUARY 25, 2026

6:00 P.M.

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, February 25, 2026
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/89895738759>

Webinar/Meeting ID#: 898 9573 8759

Webinar/Meeting Passcode: 182562

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 **Tuesday, February 24, 2026, 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

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

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

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

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

- a. Approval/Rejection of Minutes – NRS 631.190 (For Possible Action)
 - i. January 28, 2026 – Board Meeting Minutes
 - ii. August 13, 2025 – Closed Session Board Meeting Minutes
- b. Review and Discussion of the Initial Licensing and Permitting Report– NRS 631. 190 (For Informational Purposes Only)
 - i. Dentists, Dental Hygienists, and Dental Therapists
 - ii. Public Health Programs

5. Executive Team Report: (For Possible Action)

- a.** Legal Actions/Litigation Update (For Informational Purposes Only)
- b.** Regulatory Update (For Informational Purposes Only)
- c.** Review, Discussion and Possible Approval/Rejection of the Revised Proposed Regulations for RO56-24 Teledentistry – NRS 631.190 (For Possible Action)
- d.** Review, Discussion and Possible Approval/Rejection of the Revised Proposed Regulations for RO79-24 EFDA – NRS 631.190 (For Possible Action)
- e.** 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 2
 - 1. Case #2405
 - 2. Case #2435
 - 3. Case #2436
 - 4. Case #2440
 - 5. Case #2516
 - 6. Case #2518
 - ii.** Review Panel 3
 - 1. Case #2470
 - 2. Case #2472
 - 3. Case #2507
 - 4. Case #2508
 - 5. Case #2517
- f.** Review, Discussion and Possible Approval/Rejection of Remand(s) with Letters of Concern – NRS 631.3635; NRS 622A.170; NRS 622.330; NRS 631.190 (For Possible Action)
 - i.** Review Panel 1
 - 1. Case #2312
 - 2. Case #2372
 - 3. Case #2459
 - 4. Case #2539
 - ii.** Review Panel 2
 - 1. Case #2363
 - 2. Case #2522
 - 3. Case #2543
 - 4. Case #2546
 - 5. Case #2574
 - iii.** Review Panel 3
 - 1. Case #2393
 - 2. Case #2570

- g.** 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 #2097
 - ii.** Case #2105
 - iii.** Case #2523
- h.** Review, Discussion and Possible Approval/Rejection of Authorized Investigation(s) – NRS 631.190 (For Possible Action)
 - i.** Dr. X
 - ii.** Dr. Y
 - iii.** Dr. Z

6. New Business: (For Possible Action)

- a.** Review, Discussion, and Possible Approval/Rejection of Committee Bylaws – NRS 631.190 (For Possible Action)
 - i.** Dental Hygiene, Dental Therapy, and EFDA Committee
- b.** Review, Discussion, and Possible Approval/Rejection of Temporary Anesthesia Permit – NAC 631.2234; NRS 631.190 (For Possible Action)
 - i.** Dr. Jordan M. Swarbrick, DDS (General Anesthesia)
 - ii.** Dr. Juan F. Gonzalez, DMD (Moderate Sedation)
- c.** Review, Discussion, and Possible Approval/Rejection of the Board Agent as Review Panel Member - NRS 631.190 (For Possible Action)
 - i.** Ms. Mary Teresa Chandler, RDH
- d.** Review, Discussion, and Possible Approval/Rejection of Reinstatement of an Inactive or Other Nonpracticing Status of a License –NRS 631.190; NAC 631.335(b); NAC631.170(b) (For Possible Action)
 - i.** Louise M. Cox, RDH

- 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)

Note: To minimize computer resource and data storage drains, only the copies of the applications (redacted to exclude personal identifying or personal health information) are included with this agenda. However, the Board acknowledges that some records attached to the applications (aside from any included proprietary information, but including such things as permits, licenses, route maps, etc.) are generally public records. The Board will make available copies of the non-confidential documents attached to the applications to any member of the public upon request.

January 16, 2026

Dear Nevada State Board of Dental Examiners and Staff,

On behalf of the Nevada Dental Association, representing Nevada's dentists statewide, **we strongly oppose amendments to Nevada Administrative Code *eliminating* mandatory dentist supervision for dental hygienist procedures, as this would severely undermine dental practice viability through revenue diversion, reduced profitability, and escalated operational costs.**

In states permitting independent dental hygienist practices, these standalone operations divert substantial revenue away from dentist-led practices. In contrast, dental practices employing hygienists generate 41% higher gross billings and 31% greater net income.¹

In California, independent dental hygienists siphon preventive care revenue from traditional practices, straining finances for dentists.²

In Colorado, where dental hygienists can practice independently and own their own practices, many dentists are losing money, have reduced or eliminated hygiene services, employ fewer hygienists, and are focusing instead on restorative care.

In Oregon, independent dental hygienists redirect patients from dental offices, particularly in underserved and limited-access settings, shifting preventive care volume away from dental practices and contributing to workforce and revenue pressures amid ongoing access challenges.³

These are just three examples of how removing mandatory dentist supervision of hygienist procedures negatively impacts business. In Nevada, changes to NAC 631.210 that reduce dentist oversight pose a severe economic threat to dental practices. This is why only 14% of dentists support independent hygienist practice nationally, and less than 1% of Nevada dentists do.⁴

Please reject proposals to change NAC 631.210 to protect dental practice sustainability.

Dr. Sheronda Strider-Barraza

President of the Nevada Dental Association

¹Today's RDH. (2023, October 10). Understanding the monetary value of the essential dental hygienist.

<https://www.todayssrdh.com/understanding-the-monetary-value-of-the-essential-dental-hygienist>

²Brown et al. (2012). J Calif Dent Assoc. 40(3):239-49. <https://pubmed.ncbi.nlm.nih.gov/22655422>

³Mertig RG. Evaluating the Impact of Expanded Practice Dental Hygienists in Oregon: An Outcomes Assessment. J Dent Hyg. 2015;89(1):17-25. <https://jdh.adha.org/content/89/1/17.full>

⁴PMC meta-analysis: Turner, S., Ross, M. K., & Ibbetson, R. J. (2022). The impact of dental hygienist autonomy on dentists' attitudes: A systematic review and meta-analysis. British Dental Journal, 233(5), 345–352.

<https://doi.org/10.1038/s41415-022-4828-7>

January 16, 2026

Dear Nevada State Board of Dental Examiners and Staff,

On behalf of the Nevada Dental Association, representing dentists across Nevada, **we strongly oppose drafted amendments to the administrative code that would eliminate mandatory dentist supervision for certain dental hygienist procedures.**

Allowing dental hygienists independence with mere authorization endangers patient safety, severely disrupts established dental practices, and drives up healthcare costs. Previous Dental Board Examiners wisely mandated dentist supervision to safeguard patients; eliminating this critical oversight directly jeopardizes patient health and well-being.

As you know, dentists undergo rigorous doctoral-level training in diagnostics, surgery, and complex care, while hygienists' education focuses on preventive services. Removing direct oversight heightens risks of diagnostic errors and complications. For instance, studies show hygienists recognize human papillomavirus (HPV), a major cause of 70% of oropharyngeal cancers, in only 47% of cases.¹ This underscores the critical need for dentist oversight in identifying serious conditions.

Furthermore, unsupervised practices risk inappropriate referrals, inadequate facilities such as poor radiographs and sterilization, and gaps in hygienists' confidence for oral exams and lesion identification.

Finally, this policy change would impose a substantial negative financial impact on Nevada's dentists and dental businesses. Independent hygienist practices siphon revenue away from dental offices, decreasing overall billings and practice income while simultaneously increasing costs for patients. By contrast, integrating hygienists as supervised members of the dentist-led oral health team delivers the best possible outcomes for patient care.

The proposed amendment to NAC 631.210 reduces dentist oversight, prioritizing convenience over evidence-based safety. This threatens patient care and the proven value of collaborative, dentist-led teams. We strongly urge the Board to reject it to protect Nevada patients and professional standards.

Dr. Sheronda Strider-Barraza
President of the Nevada Dental Association

¹Ashe TE, Elter JR, Southerland JH, Strauss RP, Patton LL. North Carolina dental hygienists' assessment of patients. <https://pmc.ncbi.nlm.nih.gov/articles/PMC9305888/>



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 Minutes

Meeting Date & Time

Wednesday, January 28, 2026
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/87133205758>

Webinar/Meeting ID#: 871 3320 5758

Webinar/Meeting Passcode: 087064

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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. Kimberly Petrilla, Mr. Michael Pontoni, Dr. Joan Landron, Dr. Ashley Hoban.

Board Members Absent: NA

Board Staff Present: Director Higginbotham, General Counsel Barraclough, A. Cymerman, S. Barjon, M. Kelley, M. Watson.

2. Public Comment (Live public comment by teleconference and pre-submitted email/written form):

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Two written public comments were included in the board packet. The first comment was submitted by Dr. Burns, who has been licensed as a dentist in California for 17 years. Her comment relates to her ineligibility for licensure in this state due to her dental school not being a code-approved program recognized by the board. Dr. Burns is requesting a review of the applicable regulations. The second comment was submitted by Mr. Sabatini, CRNA, requesting a review and exploration of CRNAs.

Mr. Sabatini stated that he had been in communication with the Executive Director for approximately two weeks and had submitted materials for board review. He requested that the board consider holding a closed session to discuss anesthesia and patient safety matters, stating that a public forum was not appropriate for the initial discussion.

General Counsel advised that a closed session may be held at a future meeting if properly noticed on the agenda and conducted in compliance with open meeting laws. She noted that any board deliberation or action would be required to occur in public session.

With counsel's guidance, Dr. West indicated that he would confer further with Board Counsel and the Executive Director and reserve the right to grant or deny the request. Mr. Sabatini was advised he would be informed of the board's decision and could provide public comment in the future if desired.

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

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

Dr. West requested to remove item 5c - Revised Proposed Regulations for RO56-24 Teledentistry as the Board has not received this draft back from the LCB.

General Counsel request the Board table the removal of agenda item 5i to the end of the meeting to allow the representative for the Motion for Reconsideration to appear in the meeting.

- b. Approve Agenda (For Possible Action)

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

No discussion.

All members voted 'AYE.'

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

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

- i. December 11, 2025 – Board Meeting Minutes
- ii. January 20, 2026 – Infection Control Committee Minutes
- iii. January 21, 2026 – DH, DT, and EFDA Committee Minutes

A motion to group and approve the meeting minutes was made by Ms. McIntyre, 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)

General Counsel reported that one half of a deposition has been completed and that two additional subpoenas were recently served. Discovery remains ongoing, with a tentative completion date at the end of February. The board will be advised of any material developments at a future hearing.

b. Regulatory Update (For Informational Purposes Only)

NA

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

Item removed from the agenda.

d. 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 #2513
2. Case #2521
3. Case #2526
4. Case #2530
5. Case #2534
6. Case #2547
7. Case #2460
8. Case #2461
9. Case #2463
10. Case #2493
11. Case #2515

A motion to group and approve the remands was made by Dr. Landron, and it was seconded by Dr. West.

No discussion.

All members voted ‘AYE.’

ii. Review Panel 3

1. Case #2537
2. Case #2548
3. Case #2552
4. Case #2555
5. Case #2557
6. Case #2561

A motion to group and approve the remands was made by Dr. Kim, and it was seconded by Dr. Hoban.

No discussion.

All members voted ‘AYE.’

e. 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 #2266

A motion to approve the stipulation 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 Authorized Investigation(s) – NRS 631.190 (For Possible Action)

i. Dr. Y

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

No discussion.

All members voted 'AYE.'

ii. RDH Z

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

No discussion.

All members voted 'AYE.'

g. Review, Discussion and Possible Approval/Rejection of Voluntary Surrender in Lieu of Discipline – NRS 631.240 (For Possible Action)

i. Case #2178

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

No discussion.

All members voted 'AYE.'

h. Review, Discussion and Possible Approval/Rejection of Verified Complaint Withdrawal Request – NRS 53.045

i. Case #2453 and #2454

A motion to approve the withdrawal request was made by Dr. Hoban, and it was seconded by Ms. McIntyre.

No discussion.

All members voted 'AYE.'

~~i. Review, Discussion and Possible Approval/Rejection of Motion for Reconsideration of Administrative Hearing – NRS 631.3635(4); R073-22 §§ 5 and 6 of LCB File No. R073-22 (For Possible Action)~~

~~i. Case #2230~~

General Counsel requested a roll call at the beginning and end of the meeting to see if either representative regarding this agenda item was present.

Neither counsel, nor the subject of the hearing were present before the conclusion of the meeting. At this time, Dr. West removed this agenda item.

6. New Business: (For Possible Action)

- a. Review, Discussion and Possible Approval/Rejection of a New Mission Statement for the Board of Dental Examiners – NRS 631.190 (For Possible Action)**
1. Proposed Mission Statement A: The mission of the Nevada State Board of Dental Examiners is to protect the public by licensing and regulating dental professionals consistent with NRS 631 and NAC 631 and by establishing and enforcing standards of practice to ensure dental professionals provide safe, competent, and ethical oral health care for all people who receive care in Nevada.
 2. Proposed Mission Statement B: The mission of the Nevada State Board of Dental Examiners is to protect the public by establishing and enforcing standards of practice and by licensing and regulating qualified dental professionals to ensure safe and ethical oral health care is provided to all dental patients in Nevada.

Dr. West presented the two proposed mission statements and opened the item for discussion. The primary distinction discussed was that Proposal A specifically referenced NRS 631 and NAC 631, while Proposal B was broader and did not cite statutory authority. Board members discussed the merits of specificity versus brevity. Public and board members generally expressed a preference for Proposal A, noting that it was more comprehensive and helpful to the public in identifying the board's governing authority.

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

No discussion.

All members voted 'AYE.'

- b. Review, Discussion, and Consideration of the President of the Board of Dental Examiners – NRS 631.3635; NRS 631.190 (For Possible Action)**

A motion to approve Dr. West as the Board President was made by Dr. Streifel, and it was seconded by Ms. McIntyre.

No discussion.

All members voted 'AYE.'

- c. Review, Discussion, and Consideration of the Secretary-Treasurer of the Board of Dental Examiners – NRS 631.3635; NRS 631.190 (For Possible Action)

A motion to approve Dr. Streifel as the Board Secretary-Treasurer was made by Ms. McIntyre, and it was seconded by Dr. Kim.

No discussion.

All members voted ‘AYE.’

- d. Review, Discussion, and Consideration of Board Members Appointments to Board Committees and Review Panels and of Non-Board Member Appointments to Sub-Committees and Review Panels – NRS 631.3635; NRS 631.190 (For Possible Action)
 - i. Anesthesia & Sub-Committee of Advisors
 - ii. Budget and Finance
 - iii. Continuing Education
 - iv. Dental Hygiene and Dental Therapy
 - v. Employment
 - vi. Examination Liaisons
 - vii. Infection Control
 - viii. Legislative, Legal, and Dental Practice
 - ix. Review Panel 1
 - x. Review Panel 2
 - xi. Review Panel 3

A motion to group and approve committee and review panel appointments was made by Dr. West, and it was seconded by Dr. Kim.

No discussion.

All members voted ‘AYE.’

- e. Review, Discussion, and Consideration of authorizing the Executive Director and General Counsel to Commence Regulation Workshops as required by NRS 233B.061, related to Potential Revisions of the following Nevada Administrative Code (NAC) regulations – NRS 631.190 (For Possible Action)
 - 1. Notary Requirement Removal – NAC 631.028, 170, and 2205.
 - 2. Lead Apron Requirement Removal – NAC 631.260
 - 3. HUC Employer Priority Licensing (possible) – NAC 631.028a
 - 4. Schedule of Fees – NAC 631.028, 029
 - 5. Closure or Sale of Dental Clinic – NAC 631.274
 - 6. Infection Control Guidelines Adoption – NAC 631.178
 - 7. Infection Control Inspection Process – NAC 631.1785, 179

A motion to approve was made by Ms. McIntyre, and it was seconded by Dr. Hoban.

No discussion.

All members voted ‘AYE.’

- f. Review, Discussion, and Possible Approval/Rejection of Infection Control Inspection Audit forms – NAC 631.1785 (For Possible Action)
 - i. Master Infection Control Inspection Audit Form
 - ii. Infection Control Mobile Unit Audit Form
 - iii. Infection Control Mobile Audit Form Attachment (i.e. Off-site sterilization equipment inspection)

A motion to group and approve audit forms was made by Ms. Petrilla, and it was seconded by Dr. West.

No discussion.

All members voted ‘AYE.’

- g. Review, Discussion, and Possible Approval/Rejection of Permanent Anesthesia Permit – NAC 631.2235; NRS 631.190 (For Possible Action)
 - i. Dr. Wilyam F. Abdelmalik, DMD – Moderate Sedation
 - ii. Dr. Roberto Rodriguez, DMD – Moderate Sedation
 - iii. Dr. Kevin Major, DMD – Moderate Sedation
 - iv. Dr. Michael Wills, DMD – Moderate Sedation
 - v. Dr. Joseph N. Taylor, DDS – Moderate Sedation
 - vi. Dr. Caitlin M. Carabello, DDS – Moderate Sedation

A motion to group and approve permanent permits was made by Dr. Branco, and it was seconded by Dr. Hock.

No discussion.

All members voted ‘AYE.’

- h. Review, Discussion, and Possible Approval/Rejection of Temporary Anesthesia Permit – NAC 631.2234; NRS 631.190 (For Possible Action)
 - i. Dr. Abdulmohsin Alhashim, DDS – Moderate Sedation
 - ii. Dr. Matthew Manas, DDS – Moderate Sedation

A motion to group and approve temporary permits was made by Dr. Branco, and it was seconded by Dr. Hock.

No discussion.

All members voted ‘AYE.’

- i. Review, Discussion, and Possible Approval/Rejection of Board Petitions – NRS 631.190 (For Possible Action)
 - i. Kweisi McKinney – Background Review Requested

General Counsel communicated that the petition requests advance statutory or regulatory interpretation regarding whether an individual would be eligible for licensure. Counsel advised that there is insufficient information to make such a determination at this time. The board lacks necessary records to assess character

and fitness and does not know which type of licensure the individual is seeking. Counsel recommended tabling the petition until the next meeting and directing staff to contact the petitioner to obtain additional disclosures and identifying information needed for review.

Dr. West tabled this agenda item.

- 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.

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 Tuesday, January 27, 2026, 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.

8. Announcements:

Dr. West welcomed everybody back to a new year working with the board and thanked all for board participation.

- 9. Adjournment:** (For Possible Action)

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

No discussion.

All members voted 'AYE.'

Note: To minimize computer resource and data storage drains, only the copies of the applications (redacted to exclude personal identifying or personal health information) are included with this agenda. However, the Board acknowledges that some records attached to the applications (aside from any included proprietary information, but including such things as permits, licenses, route maps, etc.) are generally public records. The Board will make available copies of the non-confidential documents attached to the applications to any member of the public upon request.



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

CLOSED SESSION - MEETING MINUTES

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:

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 **Tuesday, August 12, 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. Ron West (President), Dr. Daniel Streifel (Secretary-Treasurer), Dr. Lance Kim, Dr. Christopher Hock, Ms. Jana McIntyre, Ms. Yamilka Arias, Ms. Kim Petrilla, Dr. Joan Landron, Dr. Ashley Hoban.

Board Members' Absent: Dr. Joshua Branco, Mr. Michael Pontini, Esq.

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

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 Tuesday, August 12, 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.

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 - Attorney-Client Privileged

This agenda item was discussed in a closed session due to the confidential nature of the item, and the advice being given by General Counsel subject to attorney-client privilege. Director Higginbotham communicated that the closed session occurred from 6:14 PM to 6:29 PM.

General Counsel updated the Board on litigation initiated by a former employee who was terminated for cause due to performance issues. After the termination, the former employee filed a complaint with the Nevada Commission of Employment, which was forwarded to the EEOC, alleging age, race/national origin discrimination, and retaliation. The EEOC issued a right-to-sue letter after approximately one year.

The former employee's counsel recently submitted a draft complaint that he intended to file in state court within the next few weeks, asserting age and race/national origin discrimination and retaliation under Nevada law. Nevada law does not have the same employee quantity threshold requirements as a federal claim.

Upon review, while it did not appear the specific claims alleged by plaintiff were meritorious, witness statements substantiated that a former Executive Director made disparaging comments about Hispanic individuals and age-related remarks during a hiring process. Given this, counsel believes the discrimination claims could be circumstantially presumed by a jury.

Counsel also expressed concern about reputational harm if the allegations became public. The complaint references an alleged affair between the former Executive Director and a staff member, which the former employee reported prior to her termination; Again, while no evidence directly links the employee's termination to her report of the affair and while not justifying a valid retaliation claim, it presents additional optics concerns. To mitigate legal risk, General Counsel and Plaintiff's attorney agreed to a tentative \$40,000 settlement. General Counsel requested Board approval to resolve the matter for \$40,000.

The board returned to the open public session to initiate motion on the record to accept and agree to the \$40,000.00 settlement figure. For recording keeping purposes, the motion is noted as follows:

{A motion to accept the proposed settlement was made by Dr. West, and it was seconded by Dr. Kim.

No discussion.

All members voted 'AYE.'

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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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.

8. **Announcements:**
9. **Adjournment:** (For Possible Action)

Last Name	First Name	MI	Title	License Number	Date of License Approval
Smith	Gregory	E.	DDS	8331	12/5/2025
Martinez	Christopher	J.	DDS	8332	12/19/2025
Taltavall	John	A.	DMD	8333	12/19/2025
Quilici	Mary	--	DDS	8334	12/19/2025
Bravo	Casey	J.	DDS	8335	12/19/2025
WU	CHIA	Y.	DMD	8336	12/19/2025
HUTCHINGS	THOMAS	A.	DMD	8337	12/19/2025
ROBINSON	DAVID	S.	DMD	8338	12/19/2025
BRAITHWAITE	JASON	j.	DMD	8339	12/19/2025
BERGER	AARON	E.	DDS	8340	1/9/2026
SAEED	AZAM	--	DMD	8341	1/9/2026
GONZALEZ	JUAN	F.	DMD	S2-221C	1/9/2026
Benbella	Hocine	A.	DMD	8342	1/9/2026
HOEFT	PAUL	M	DDS	LL-627-26	1/9/2026
SCOTT	JUSTIN	B.	DMD	8343	1/16/2026
Young	Tiffany	P.	DDS	8344	1/16/2026
Namiranian	Parshan	--	DDS	S2-222C	1/16/2026
Edwards	Letitia	M.	DDS	S6-243C	1/16/2026
Sadeghi	Somayeh	--	DMD	8345	1/30/2026
Mayembe	Toni-Ann	H.	DDS	8346	1/30/2026
Nazeri	Ava	A.	DDS	8347	1/30/2026
Mason	Allison	M.	DDS	8348	1/30/2026
Garmire	David	E.	DMD	8349	1/30/2026
Nery	Rachel	M.	DMD	8350	1/30/2026
Hashemian	Shervin	T.	DDS	8351	1/30/2026
Taltavall	Kathleen	A.	DMD	8352	1/30/2026
McCormick	Adam	--	DDS	S2-223C	1/30/2026
Mason	Ricky	A.	DDS	8353	2/18/2026
House	Timothy	B.	DMD	8354	2/18/2026
Devinney	Jacob	L.	DDS	8355	2/18/2026
Ghatak	Falguni		DDS	8356	2/18/2026
Porter	Mackenzie		DMD	8357	2/18/2026
Bybee	Brandon	S.	DDS	8358	2/18/2026
Gov	Ryan		DMD	8359	2/18/2026
Johnson	Linda	K.	DMD	8360	2/18/2026

Last Name <input type="text"/>	First Name <input type="text"/>	MI <input type="text"/>	Title <input type="text"/>	License Number <input type="text"/>	Date of License Approval: <input type="text"/>
Fascovicz	Natalie	M.	RDH	103286	12/19/2025
Sone	Heejung	--	RDH	103287	12/19/2025
BRENNEMAN	DONNA	C	RDH	103288	1/9/2026
ALVEAR	RICARDO	--	RDH	103289	1/9/2026
NOBRDALI	AJLA	--	RDH	103290	1/16/2026
CASTELLON	CATHERINE	--	RDH	103291	1/16/2026
FORTIN	VANESSA	--	RDH	103292	1/16/2026
Saavedra	Jason	C	RDH	103293	1/30/2026
Overfelt	Lynn	A.	RDH	103294	2/18/2026
Silva	Kristine	N.	RDH	103295	2/18/2026
Reno	James	A.	RDH	103296	2/18/2026
Motter	Melissa	L.	RDH	103297	2/18/2026
Mendonca	Lou Ann		RDH	103298	2/18/2026
Carlisle	Robbi	B.	RDH	103299	2/18/2026

Board Meeting Report - Programs Inspected | Approved <45 Days

#	Program Name ID	Program Status	Program Service(s) Category	Program Committee Approval Date	Program Inspection Completion Date
1	The RDH Humanitarian Project 2	Approved	Diagnostic and Preventive Care	11/19/2025	12/22/2025
2	Buddhist Tzu Chi Foundation 4	Approved	Diagnostic and Preventive Care Non Restorative Clinical Procedures Palliative and Protective Treatments Medicaments and Sealants	10/1/2025	12/29/2025
3	UNLV School of Dental Medicine, Seal Nevada South Program 7	Approved	Diagnostic and Preventive Care Medicaments and Sealants Other	11/19/2025	2/3/2026
4	UNLV School of Dental Medicine/Early Childhood Caries Prevention Project (ECCPP) 8	Approved	Diagnostic and Preventive Care Other	11/19/2025	1/20/2026

#	Program Name ID	Program Status	Program Service(s) Category	Program Committee Approval Date	Program Inspection Completion Date
5	UNLV School of Dental Medicine/Community Outreach 9	Approved	Diagnostic and Preventive Care Other	11/19/2025	1/20/2026

**FOURTH REVISED PROPOSED REGULATION OF THE
BOARD OF DENTAL EXAMINERS OF NEVADA**

LCB File No. R056-24

February 3, 2026

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

AUTHORITY: §§ 1 and 3-7, NRS 631.190 and 631.34586; § 2, NRS 631.190, 631.34583 and 631.34586; §§ 8 and 9, NRS 631.190 and 631.285; §§ 10 and 11, NRS 631.190, 631.285 and 631.2851; § 12, NRS 631.190 and 631.342; § 13, NRS 631.190, 631.342, 631.34581 and 631.34586; § 14, NRS 631.190, 631.2851, 631.3105, 631.3124, 631.3125 and 631.3129.

A REGULATION relating to dentistry; defining the term “bona fide relationship” for certain purposes; prescribing various requirements governing the provision of services through teledentistry and the administration of immunizations by certain providers of dental care; prescribing conditions and requirements relating to collaboration between certain providers of health care through teledentistry; prohibiting a dental hygienist who holds a special endorsement to practice public health dental hygiene from providing services to a patient through teledentistry; requiring a written practice agreement between a dentist and certain dental therapists to include procedures for supervision through teledentistry; prescribing certain required contents of an application for a special endorsement to administer immunizations; prescribing requirements governing training and continuing education for providers of dental care who hold a special endorsement to administer immunizations; prescribing requirements governing the storage of immunizations and medication; requiring the submission of certain attestations with an application for the renewal or reinstatement of certain licenses; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Assembly Bill No. 147 (A.B. 147) of the 2023 Legislative Session enacted provisions to: (1) regulate the practice of teledentistry by dentists, dental hygienists and dental therapists; and (2) provide for the issuance of a special endorsement for a dentist, dental hygienist or dental therapist to administer immunizations. (Assembly Bill No. 147, chapter 513, Statutes of Nevada 2023, at page 3319) A.B. 147 requires the Board of Dental Examiners of Nevada to adopt regulations governing teledentistry. (Section 13 of Assembly Bill No. 147, chapter 513, Statutes of Nevada 2023, at page 3325 (NRS 631.34586))

A.B. 147 requires a licensee of the Board to establish a bona fide relationship, as defined by regulation of the Board, with a patient before providing services to the patient through teledentistry. (Section 10 of Assembly Bill No. 147, chapter 513, Statutes of Nevada 2023, at page 3323 (NRS 631.34583)) **Section 2** of this regulation defines the term “bona fide relationship” for that purpose. **Section 3** of this regulation prescribes: (1) the services that a dentist is authorized to provide through teledentistry; and (2) the requirements governing the issuance of a prescription through teledentistry. **Section 3** also requires a dentist who provides services through teledentistry to maintain a list of dental providers to whom the dentist may refer a patient when in-person care is necessary.

A.B. 147 requires a licensee to obtain the informed verbal or written consent of a patient or the informed written consent of the parent or guardian of a patient, as applicable, before providing services through teledentistry. A.B. 147: (1) requires a licensee who is seeking such informed consent to provide certain information to the patient; and (2) authorizes the Board to prescribe by regulation additional information that the licensee is required to provide to the patient. (Section 10 of Assembly Bill No. 147, chapter 513, Statutes of Nevada 2023, at page 3323 (NRS 631.34583)) **Section 4** of this regulation requires a dentist who is seeking informed consent to the provision of services through teledentistry to provide to the patient: (1) his or her business contact information; and (2) certain information concerning the actions that will be taken in an emergency. Further, **section 4** authorizes such a dentist to provide to the patient certain information relating to the services that may be provided to the patient and a copy of the license issued to the licensee by the Board. **Section 4** also requires a dentist to obtain from a patient: (1) a signed acknowledgment that the patient received a notice of privacy practices required by federal law; and (2) certain information relating to the medical history of the patient and the manner in which the dentist will be compensated for the services.

Section 5 of this regulation prescribes the purposes for which a licensee may use teledentistry to collaborate with: (1) a physician, physician assistant or advanced practice registered nurse; or (2) a dentist who practices in a different specialty area. **Section 5** also prescribes certain requirements to ensure communication between multiple licensees who are providing care to the same patient through teledentistry.

Section 6 of this regulation prohibits a dental hygienist who holds a special endorsement to practice public health dental hygiene from providing services to a patient through teledentistry. However, **section 6** authorizes such a dental hygienist to consult with other providers of health care through teledentistry for certain purposes.

Existing law requires a dental therapist to enter into a written practice agreement with his or her authorizing dentist. Existing law prohibits a dental therapist from providing services outside the direct supervision of his or her authorizing dentist until he or she has obtained a certain number of hours of clinical practice as a dental therapist. (NRS 631.3122) **Section 7** of this regulation requires a written practice agreement between an authorizing dentist and a dental therapist who has not obtained those hours of clinical practice to contain certain provisions concerning supervision of the dental therapist through teledentistry.

A.B. 147 provides for the issuance of special endorsements to authorize a dentist, dental hygienist or dental therapist to administer immunizations. (Section 15 of Assembly Bill No. 147, chapter 513, Statutes of Nevada 2023, at page 3325 (NRS 631.285)) **Section 8** of this regulation defines the term “special endorsement” to refer to such a special endorsement. **Section 9** of this regulation requires that an application for such a special endorsement include copies of certain

policies, procedures and plans required by existing law relating to the administration of immunizations. (NRS 631.2851)

A.B. 147 requires an applicant for a special endorsement to administer immunizations to have completed a course of training in the administration of immunizations. (Section 15 of Assembly Bill No. 147, chapter 513, Statutes of Nevada 2023, at page 3325 (NRS 631.285)) **Section 9** requires that such a course completed by a dentist, dental therapist or dental hygienist include at least 20 hours of instruction.

Section 10 of this regulation requires a dentist who holds a special endorsement to administer immunizations and who administers immunizations, or authorizes a dental hygienist or dental therapist to administer immunizations, to adopt written policies and procedures for the storage of immunizations. **Section 14** of this regulation provides that the failure to ensure that each medication or immunization is returned to a safe, appropriate location at the end of each day constitutes unprofessional conduct for which a dentist, dental therapist, dental hygienist or expanded function dental assistant may be disciplined by the Board.

Section 11 of this regulation authorizes the holder of a special endorsement to administer only immunizations for influenza, COVID-19 and human papillomavirus. **Section 11** also requires the holder of a special endorsement to: (1) make a certain report for the administration of certain immunizations to a child, as applicable; and (2) maintain a log of each immunization that the holder administers. **Section 11** additionally requires a dentist who holds a special endorsement to ensure the availability and regular inspection of emergency equipment. **Section 11** clarifies that a dental hygienist or dental therapist is prohibited from issuing a standing order for the administration of an immunization.

A.B. 147 requires the holder of a special endorsement to administer immunizations to complete certain continuing education. (NRS 631.342, as amended by section 24 of Assembly Bill No. 147, chapter 513, Statutes of Nevada 2023, at page 3329) **Section 12** of this regulation prescribes additional requirements governing continuing education for a dentist, dental hygienist or dental therapist who holds such a special endorsement. **Section 13** of this regulation requires: (1) the holder of a special endorsement to administer immunizations who is requesting the renewal or reinstatement of his or her license to certify that he or she has completed the required continuing education; and (2) a dentist who provides services through teledentistry to certify that he or she possesses certain professional liability insurance required by A.B. 147. (NRS 631.34581)

Section 1. Chapter 631 of NAC is hereby amended by adding thereto the provisions set forth as sections 2 to 12, inclusive, of this regulation.

Sec. 2. 1. *Except as otherwise provided in subsections 2 and 3, for the purposes of NRS 631.34583, “bona fide relationship” means a relationship between a patient and a dentist where the dentist has:*

(a) Reviewed any available medical records of the patient, including, without limitation:

(1) Any relevant information concerning a current illness; and

(2) Any diagnostic or radiographic records obtained within the immediately preceding 6 months;

(b) Performed an in-person examination of the patient's oral cavity within the immediately preceding 6 months for the purposes of diagnosing, assessing or determining the current medical condition of the patient or reviewed the medical records of such an examination that was performed within the immediately preceding 6 months by another licensee; and

(c) A reasonable expectation that he or she will provide follow-up care and treatment to the patient.

2. In lieu of the examinations and the review of medical records described in paragraphs (a) and (b) of subsection 1, a dentist who is establishing a bona fide relationship with a patient through teledentistry under the circumstances authorized by subsection 1 of NRS 631.34583 may perform a consultation with:

(a) The patient or, if the patient is a minor, with the parent or guardian of the patient, in which the dentist reviews the dental history of the patient before the licensee examines or treats the patient; or

(b) A dental hygienist who holds a special endorsement to practice public health dental hygiene and who has performed an in-person examination of the patient in which the dental hygienist reviews his or her findings from the in-person examination and the dental history of the patient with the dentist before the dentist examines or treats the patient.

3. Except as otherwise provided in this subsection, a bona fide relationship is not required to include the reasonable expectation of providing follow-up care and treatment to a patient as required by paragraph (c) of subsection 1 if the patient receives treatment in connection with a

public health program. A bona fide relationship is required to include the reasonable expectation of providing follow-up care and treatment to a patient who receives treatment in connection with a public health program if the public health program or any licensee who provides care to the patient bills for a comprehensive or periodic examination provided to the patient.

Sec. 3. 1. Subject to the provisions of subsection 3, a dentist may provide only the following services through teledentistry:

(a) Consultation and recommending treatment.

(b) Issuing a prescription that he or she deems necessary to treat an emergent need of the patient.

(c) Providing a limited diagnosis based on information provided by the patient during a visit conducted through teledentistry.

(d) Determining the need for orthodontic corrections to address identifiable problems relating to the malposition of teeth, provided that the determination of the need for such orthodontic appliance is confirmed through an in-person visit before the patient begins using the orthodontic appliance.

(e) Remotely monitoring the correction of the position of teeth using orthodontic appliances.

2. A dentist who provides services through teledentistry shall maintain a list of licensees to whom the dentist may refer a patient to receive services in person when necessary in accordance with subsection 2 of NRS 631.34585.

3. A dentist shall not provide a service through teledentistry if the dentist is not authorized to provide that service in person.

4. A dentist who issues a prescription through teledentistry shall:

(a) Comply with the relevant provisions of chapter 639 of NAC; and

(b) Transmit the prescription by telephone or electronic transmission to the pharmacy designated by the patient.

Sec. 4. 1. In addition to the information required by NRS 631.34583, a dentist who is seeking informed consent pursuant to NRS 631.34583:

(a) Must provide to the patient or his or her parent or guardian, as applicable:

(1) The business contact information of the dentist and any other dentist providing services to the patient through teledentistry, which must include, without limitation:

(I) The electronic mail address and telephone number of the dentist and the physical address of the office at which the dentist practices, if any; and

(II) Information that may be used to contact the dentist in an emergency; and

(2) The actions that the dentist will take in an emergency, including, without limitation, the contact information for the medical facility to be used in the event of a medical emergency.

(b) May provide to the patient or his or her parent or guardian, as applicable:

(1) A list of the services that the patient may receive through teledentistry and the cost of each service;

(2) A list of the services that the patient may receive through follow-up care and treatment and the cost of each service; and

(3) For the purposes of complying with the requirement to provide the patient or his or her parent or guardian, as applicable, with the license number of a dentist as required by subsection 3 of NRS 631.34583, a copy of the license issued to the dentist by the Board.

2. *Before providing services to a patient through teledentistry, a dentist shall obtain from the patient:*

(a) A signed acknowledgment that the patient received the notice of privacy practices required by 45 C.F.R. § 164.520;

(b) The relevant medical history of the patient; and

(c) If applicable:

(1) Information concerning the policy of insurance covering the patient; and

(2) A financial agreement for the compensation of the dentist.

3. *As used in this section, “medical facility” has the meaning ascribed to it in NRS 449.0151.*

Sec. 5. *1. A licensee may use teledentistry to collaborate with a physician, physician assistant or advanced practice registered nurse, or the designees thereof, for the purposes of:*

(a) Obtaining the relevant medical history of a patient; or

(b) Collaborating on the care of a patient.

2. *A licensee may use teledentistry to collaborate with a licensee who does not practice in the same specialty area for the purpose of:*

(a) Obtaining the relevant medical history of a patient;

(b) Collaborating on the care of a patient; or

(c) Developing a plan for the treatment of a patient.

3. *When more than one licensee provides care to the same patient, any dentist who provides care to the patient through teledentistry shall:*

(a) Obtain from the patient, to the extent that the patient is willing to provide such information, the names and contact information of the other licensee providing care to the patient; and

(b) If the patient provides information to the dentist pursuant to paragraph (a):

(1) Communicate with the other licensees concerning the relevant medical history and care of the patient; and

(2) Provide all relevant information and recommendations concerning the care of the patient to the other licensees.

Sec. 6. 1. *A dental hygienist who holds a special endorsement to practice public health dental hygiene shall not provide services to a patient through teledentistry.*

2. *A dental hygienist who holds a special endorsement to practice public health dental hygiene may use teledentistry for the purposes set forth in section 5 of this regulation or to consult with a dentist:*

(a) Before providing in-person services to a patient; or

(b) When the patient requires treatment that exceeds the scope of practice of the dental hygienist.

Sec. 7. *In addition to the requirements of NRS 631.3123, the written practice agreement required by NRS 631.3122 between an authorizing dentist and a dental therapist who has not completed the hours of clinical practice under the direct supervision of an authorizing dentist required by subsection 1 of NRS 631.3122 must include, without limitation:*

1. Procedures for the supervision of the dental therapist through teledentistry; or

2. A statement that all supervision of the dental therapist will occur in person.

Sec. 8. *As used in sections 9 to 12, inclusive, of this regulation, unless the context otherwise requires, “special endorsement” means a special endorsement to administer immunizations issued pursuant to NRS 631.285.*

Sec. 9. 1. *An application for a special endorsement must include, without limitation, copies of:*

(a) The written policies and procedures for the handling and disposal of used or contaminated equipment required by paragraph (b) of subsection 1 of NRS 631.2851;

(b) The written plan for addressing emergencies required by paragraph (c) of subsection 1 of NRS 631.2851; and

(c) A written plan for complying with the reporting requirements of NRS 439.265 and any regulations adopted pursuant thereto.

2. A course of training in the administration of immunizations completed by a dentist, dental therapist or dental hygienist to satisfy the requirements of NRS 631.285 must include at least 20 hours of instruction.

Sec. 10. 1. *In addition to complying with the requirements of NRS 631.2851, a dentist who holds a special endorsement and who administers immunizations, or under whose authorization a dental hygienist or dental therapist who holds such a special endorsement administers immunizations, shall adopt written policies and procedures for the storage of immunizations.*

2. The written policies, procedures and plans adopted pursuant to this section and NRS 631.2851 must comply with all applicable provisions of chapter 639 of NAC.

Sec. 11. 1. A dentist, dental hygienist or dental therapist who holds a special endorsement may administer immunizations for influenza, COVID-19 and human papillomavirus.

2. A dentist, dental hygienist or dental therapist who holds a special endorsement shall:

(a) Make the report required by NRS 439.265 and comply with any regulations adopted pursuant thereto.

(b) Maintain and update at least monthly a log of each immunization administered by the dentist, dental hygienist or dental therapist, as applicable.

3. A dentist who holds a special endorsement and who administers immunizations, or under whose authorization a dental hygienist or dental therapist who holds a special endorsement administers immunizations, shall ensure that the equipment that may be needed in an emergency is:

(a) Present at the physical location where an immunization is administered and immediately accessible, as required by paragraph (c) of subsection 1 of NRS 631.2851; and

(b) Inspected at least quarterly to ensure that the equipment remains functional.

4. A dental hygienist or a dental therapist may not issue or obtain a standing order for the administration of an immunization.

5. As used in this section, "COVID-19" means:

(a) The novel coronavirus identified as SARS-CoV-2;

(b) Any mutation of the novel coronavirus identified as SARS-CoV-2; or

(c) A disease or health condition caused by the novel coronavirus identified as SARS-CoV-

2.

Sec. 12. 1. *A dentist, dental hygienist or dental therapist who holds a special endorsement must complete at least 2 hours of continuing education each biennium on the role of immunizations in public health emergencies.*

2. *The continuing education completed pursuant to subsection 1 may be used to satisfy the requirements of subsection 6 of NRS 631.342.*

Sec. 13. NAC 631.177 is hereby amended to read as follows:

631.177 1. When requesting a renewal or reinstatement of his or her license, each:

(a) Dentist shall submit a signed, written statement in substantially the following language for each year since his or her last renewal:

I,, hereby certify to the Board of Dental Examiners of Nevada that I have obtained at least 20 approved hours of instruction in continuing education during the period July 1,, through and including June 30,, I also certify to the Board of Dental Examiners of Nevada that I am currently certified in administering cardiopulmonary resuscitation or another medically acceptable means of maintaining basic bodily functions which support life.

Dated this (day) of (month) of (year)

.....

Signature of Dentist

(b) Dental therapist shall submit a signed, written statement in substantially the following language for each year since his or her last renewal:

I,, hereby certify to the Board of Dental Examiners of Nevada that I have obtained at least 18 approved hours of instruction in continuing education during the period July 1,, through and including June 30,, I also certify to the Board of Dental Examiners of Nevada that I am currently certified in administering cardiopulmonary resuscitation or another medically acceptable means of maintaining basic bodily functions which support life.

Dated this (day) of (month) of (year)

.....

Signature of Dental Therapist

(c) Dental hygienist shall submit a signed, written statement in substantially the following language for each year since his or her last renewal:

I,, hereby certify to the Board of Dental Examiners of Nevada that I have obtained at least 15 approved hours of instruction in continuing education during the period July 1,, through and including June 30,, I also certify to the Board of Dental Examiners of Nevada that I am currently certified in administering cardiopulmonary resuscitation or another medically acceptable means of maintaining basic bodily functions which support life.

Dated this (day) of (month) of (year)

.....
Signature of Dental Hygienist

(d) Dentist, dental therapist or dental hygienist shall submit proof of his or her current certification in administering cardiopulmonary resuscitation or other medically acceptable means of maintaining basic bodily functions which support life.

(e) Dentist, dental hygienist or dental therapist who holds a special endorsement issued pursuant to NRS 631.285 shall submit a signed, written statement in substantially the following language for each biennium since his or her last renewal:

I,, hereby certify to the Board of Dental Examiners of Nevada that I have obtained the continuing education required by subsection 6 of NRS 631.342 and section 12 of this regulation during the period July 1,, through and including June 30,

Dated this (day) of (month) of (year)

.....
Signature of Dentist, Dental Hygienist or Dental Therapist

(f) Dentist who provides dental services through teledentistry shall attest that he or she possesses the policy of professional liability insurance required by NRS 631.34581.

2. Legible copies of all receipts, records of attendance, certificates and other evidence of attendance by a dentist, dental therapist or dental hygienist at an approved course in continuing education must be retained by the dentist, dental therapist or dental hygienist and made available to the Board for inspection or copying for 3 years after attendance at the course is submitted to meet the continuing education requirements of the Board. Proof of attendance and completion of the required credit hours of instruction must be complete enough to enable the Board to verify the attendance and completion of the course by the dentist, dental therapist or dental hygienist and must include at least the following information:

- (a) The name and location of the course;
- (b) The date of attendance;
- (c) The name, address and telephone number of its instructor;
- (d) A synopsis of its contents; and
- (e) For courses designed for home study, the number assigned to the provider by the Board at the time the course was approved and the name, address and telephone number of the producer or author of the course.

3. The second or subsequent failure of a dentist, dental therapist or dental hygienist to obtain or file proof of completion of the credit hours of instruction required by this section and NAC 631.173 and 631.175 is unprofessional conduct.

4. The Board will conduct random initial audits of dentists, dental therapists or dental hygienists and additional follow-up audits, as necessary, to ensure compliance with the requirements of this section and NAC 631.173 and 631.175.

Sec. 14. NAC 631.230 is hereby amended to read as follows:

631.230 1. In addition to those specified by statute and subsection 3 of NAC 631.177, the following acts constitute unprofessional conduct:

- (a) The falsification of records of health care or medical records.
- (b) Writing prescriptions for controlled substances in such excessive amounts as to constitute a departure from prevailing standards of acceptable dental practice.
- (c) The acquisition of any controlled substances from any pharmacy or other source by misrepresentation, fraud, deception or subterfuge.
- (d) The failure to report to the Board as required in NAC 631.155.
- (e) Employing any person in violation of NAC 631.260 or failing to make the attestation required by that section.
- (f) The failure of a dentist who is administering or directly supervising the administration of general anesthesia, deep sedation or moderate sedation to be physically present while a patient is under general anesthesia, deep sedation or moderate sedation.
- (g) Administering moderate sedation to more than one patient at a time, unless each patient is directly supervised by a person authorized by the Board to administer moderate sedation.
- (h) Administering general anesthesia or deep sedation to more than one patient at a time.
- (i) The failure to have any patient who is undergoing general anesthesia, deep sedation or moderate sedation monitored with a pulse oximeter or similar equipment required by the Board.
- (j) Allowing a person who is not certified in basic cardiopulmonary resuscitation to care for any patient who is undergoing general anesthesia, deep sedation or moderate sedation.
- (k) The failure to obtain a patient's written, informed consent before administering general anesthesia, deep sedation or moderate sedation to the patient or, if the patient is a minor, the failure to obtain his or her parent's or guardian's consent unless the dentist determines that an

emergency situation exists in which delaying the procedure to obtain the consent would likely cause permanent injury to the patient.

(l) The failure to maintain a record of all written, informed consents given for the administration of general anesthesia, deep sedation or moderate sedation.

(m) The failure to report to the Board, in writing, the death or emergency hospitalization of any patient to whom general anesthesia, deep sedation or moderate sedation was administered. The report must be made within 30 days after the event.

(n) Allowing a person to administer general anesthesia, deep sedation or moderate sedation to a patient if the person does not hold a permit to administer such anesthesia or sedation unless the anesthesia or sedation is administered in a facility for which a permit is held as required by NRS 449.442.

(o) The failure of a dentist who owns a dental practice to provide copies of the records of a patient to a dentist, dental therapist, dental hygienist or expanded function dental assistant who provided the services as an employee or independent contractor of the dentist when the records are the basis of a complaint before the Board. Nothing in this paragraph relieves the treating dentist, dental therapist, dental hygienist or expanded function dental assistant from the obligation to provide records of the patient to the Board.

(p) The failure of a dentist who owns a dental practice to verify the license of a dentist, dental therapist, dental hygienist or expanded function dental assistant before offering employment or contracting for services with the dentist, dental therapist, dental hygienist or expanded function dental assistant as an independent contractor. This paragraph must not be construed to provide that it is unprofessional conduct for a dentist who owns a dental practice to offer employment to,

or enter into a contract for services with, a dentist, dental therapist, dental hygienist or expanded function dental assistant who fraudulently misrepresents that he or she is appropriately licensed.

(q) The failure to record the name of the dentist, dental therapist, dental hygienist or expanded function dental assistant who provided the services in the records of a patient each time the services are rendered.

(r) The failure of a dentist who is registered to dispense controlled substances with the State Board of Pharmacy pursuant to chapter 453 of NRS to conduct annually a minimum of one self-query regarding the issuance of controlled substances through the Prescription Monitoring Program of the State Board of Pharmacy.

(s) The failure to provide records of a patient to an investigator when required by NAC 631.250.

(t) The failure of a dentist, dental therapist, dental hygienist or expanded function dental assistant to ensure that each medication or immunization in his or her control that is used in his or her practice is returned at the end of each day to a specified physical location that is safe and appropriate for the storage of the medication or immunization, as applicable.

2. Conduct relating solely to a dispute over finances does not constitute unprofessional conduct.

**REVISED PROPOSED REGULATION OF THE
BOARD OF DENTAL EXAMINERS OF NEVADA**

LCB File No. R079-24

February 23, 2026

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

AUTHORITY: §§ 1, 10 and 19, NRS 631.190; § 2, NRS 631.190 and 631.3129; § 3, NRS 631.190 and 631.31286; § 4, NRS 631.190 and 631.31287; § 5, NRS 631.190 and 631.31288; § 6, NRS 631.190 and 631.288; §7, NRS 631.190 and 631.287; § 8, NRS 631.190, 631.220 and 631.345; § 9, NRS 631.190, 631.220 and 631.31285; § 11, NRS 631.190 and 631.260; §§ 12 and 13, NRS 631.190 and 631.240; §§ 14 and 15, NRS 631.190 and 631.342; § 16, NRS 631.190, 631.330, 631.335 and 631.342; § 17, NRS 631.190 and 631.385; § 18, NRS 631.190 and 631.215; § 20, NRS 631.190 and 631.3121.

A REGULATION relating to oral health; interpreting certain terminology; prescribing certain requirements for licensure as an expanded function dental assistant and the issuance of a special endorsement to practice restorative dental hygiene; establishing certain requirements for the supervision of dental assistants and expanded function dental assistants; establishing the fees for licensure as an expanded function dental assistant; removing references to examinations administered by a certain organization; requiring certain information to be included in an application for a license to practice as an expanded function dental assistant; establishing requirements governing continuing education for expanded function dental assistants; subjecting an expanded function dental hygienist to certain provisions applicable to other dental professionals; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Existing law provides for the licensure and regulation of dentists, dental hygienists and dental therapists by the Board of Dental Examiners of Nevada. (Chapter 631 of NRS) Senate Bill No. 310 (S.B. 310) of the 82nd Legislative Session provided for the licensure and regulation of expanded function dental assistants. (Senate Bill No. 310, chapter 523, Statutes of Nevada 2023, at page 3403) S.B. 310 also authorized dental hygienists to receive special endorsements to perform additional tasks relating to restorative dental hygiene. (NRS 631.288, 631.3129)

Existing law authorizes an expanded function dental assistant or a dental hygienist with a special endorsement to practice restorative dental hygiene to use an ultrasonic scaling unit for the removal of bonding agents, but does not authorize such a person to use an ultrasonic scaling unit on a natural tooth. (NRS 631.3129) For the purposes of those provisions, **section 2** of this regulation interprets: (1) “using an ultrasonic scaling unit only for the removal of bonding

agents” to mean using an ultrasonic scaling unit for the purpose of orthodontic care; and (2) “use an ultrasonic scaling unit on any natural tooth” to mean using an ultrasonic scaling unit for the purpose of dental cleaning.

Existing law requires an applicant for a license as an expanded function dental assistant to provide proof that he or she passed a written clinical examination given by the Board. (NRS 631.31286) **Section 3** of this regulation prescribes the written and clinical examinations that such an applicant must pass to satisfy that requirement.

Existing law requires an applicant for a license by endorsement as an expanded function dental assistant to complete any training the Board deems necessary to ensure the competence of the applicant. (NRS 631.31287) **Section 4** of this regulation requires such an applicant to provide proof to the Board that he or she has: (1) passed certain examinations; or (2) successfully completed a course on restorative dental assisting that is approved by the Board. **Section 5** of this regulation: (1) prohibits a dentist from supervising more than two expanded function dental assistants at one time; and (2) requires a dentist to develop and implement written protocols for expanded function dental assistants to follow in the event of a medical emergency.

Existing law requires an applicant for a special endorsement to practice restorative dental hygiene to complete a course on restorative dental hygiene. (NRS 631.288) **Section 6** of this regulation requires that such a course be: (1) offered by an organization accredited by the Commission on Dental Accreditation; or (2) approved by the Board.

Existing law and regulations require an applicant for certain licenses to have passed a clinical examination approved by the American Board of Dental Examiners or a clinical examination administered by the Western Regional Examining Board. (NRS 631.240, 631.3121; NAC 631.090, section 3 of LCB File No. R072-22) **Sections 8, 12, 13 and 20** of this regulation remove references to the Western Regional Examining Board from existing regulations because the Western Regional Examining Board has been merged into the American Board of Dental Examiners.

Existing law authorizes a dental assistant or expanded function dental assistant to perform certain tasks under the direct supervision of a dental hygienist with a special endorsement to practice public health dental hygiene. (NRS 631.287) **Section 7** of this regulation requires a supervising dental hygienist to enter into a written practice agreement with a dental assistant or expanded function dental assistant before authorizing the dental assistant or expanded function dental assistant to perform any such tasks.

Existing law requires the Board to establish and collect certain fees relating to licensure as an expanded function dental assistant. (NRS 631.190, 631.345) **Section 8** of this regulation establishes the fees to apply for, renew or reinstate a license as an expanded function dental assistant. **Section 9** of this regulation requires an application for licensure as an expanded function dental assistant to include contents similar to other applications for licensure submitted to the Board. **Section 11** of this regulation authorizes the Executive Director or Secretary-Treasurer of the Board to reject an application for licensure as an expanded function dental assistant under the same conditions as those under which the Board may reject other applications for licensure. **Sections 10 and 17-19** of this regulation make conforming changes to treat expanded function dental assistants similarly to dental hygienists for various purposes, including unprofessional conduct and obtaining a determination or an advisory opinion from the Board.

Existing law requires the Board to adopt regulations governing continuing education for expanded function dental assistants. (NRS 631.342) **Sections 14 and 15** of this regulation require an expanded function dental assistant to complete at least 12 hours of continuing

education annually or at least 24 hours of continuing education biennially, depending on the type of license the assistant holds. **Section 15** requires such continuing education to include instruction in certain subjects. **Section 14** also: (1) requires an expanded function dental assistant to maintain certification in administering cardiopulmonary resuscitation or another medically acceptable means of basic life support; and (2) authorizes an expanded function dental assistant to receive credit for continuing education in the same manner as dental hygienists. **Section 16** of this regulation requires an expanded function dental assistant to submit a signed, written statement concerning completion of the required continuing education in the same manner as dentists and dental hygienists.

Section 1. Chapter 631 of NAC is hereby amended by adding thereto the provisions set forth as sections 2 to 7, inclusive, of this regulation.

Sec. 2. *For the purpose of NRS 631.3129, the Board will interpret:*

1. “Use an ultrasonic scaling unit on any natural tooth” to mean using an ultrasonic scaling unit for the purpose of dental cleaning.

2. “Using an ultrasonic scaling unit only for the removal of bonding agents” to mean using an ultrasonic scaling unit for the purpose of orthodontic care.

Sec. 3. *In order to fulfill the requirements of subsection 3 of NRS 631.31286 to pass a written clinical examination, an applicant for a license to practice as an expanded function dental assistant must pass:*

1. The written and clinical examination offered by the American Board of Dental Examiners, or its successor organization, for expanded function dental auxiliary; or

2. All of the written examinations offered by the Dental Assisting National Board, or its successor organization, for certification as a Certified Preventive Functions Dental Assistant and a Certified Restorative Functions Dental Assistant.

Sec. 4. *1. In addition to the requirements of subsection 1 of NRS 631.31287, an applicant for licensure by endorsement as an expanded function dental assistant must include in his or her application proof that he or she:*

(a) Has passed all of the written examinations offered by the Dental Assisting National Board, or its successor organization, for certification as a Certified Preventive Functions Dental Assistant and a Certified Restorative Functions Dental Assistant; or

(b) Has successfully completed a course on restorative dental assisting that is approved by the Board pursuant to subsection 2.

2. The Board will approve a course on restorative dental assisting for the purposes of paragraph (b) of subsection 1 if the course is substantially similar in rigor and educational quality to a course on restorative dental assisting offered by the Dental Assisting National Board, or its successor organization. The Board will publish on an Internet website of the Board such courses that the Board has approved.

Sec. 5. 1. *A dentist may supervise not more than two expanded function dental assistants at one time.*

2. A dentist who supervises an expanded function dental assistant shall develop and implement written protocols for the expanded function dental assistant to follow if a medical emergency occurs.

Sec. 6. 1. *A course on restorative dental hygiene completed to satisfy the requirements of subsection 2 of NRS 631.288 must be:*

(a) Offered by an accredited organization; or

(b) Approved by the Board pursuant to subsection 2.

2. The Board will approve a course on restorative dental hygiene for the purposes of paragraph (b) of subsection 1 if the course is substantially similar in rigor and educational quality to a course on restorative dental hygiene offered by an accredited organization. The

Board will publish on an Internet website of the Board such courses that the Board has approved.

Sec. 7. 1. *Before a dental hygienist who holds a special endorsement to practice public health dental hygiene issued pursuant to NRS 631.287 may authorize a dental assistant or expanded function dental assistant to perform tasks specified in subsection 3 of NRS 631.287 under his or her direct supervision, the supervising dental hygienist and the dental assistant or expanded function dental assistant, as applicable, must enter into a signed written practice agreement prescribing the tasks specified in subsection 3 of NRS 631.287 which the dental assistant or expanded function dental assistant is authorized to perform.*

2. A dental assistant or expanded function dental assistant practicing under the supervision of a dental hygienist with a special endorsement to practice public health dental hygiene may perform a task specified in subsection 3 of NRS 631.287 only:

(a) If the dental assistant or expanded function dental assistant, as applicable, is authorized to do so pursuant to the written practice agreement entered into pursuant to subsection 1; and

(b) In accordance with any limitations or procedures set forth in the written practice agreement.

Sec. 8. NAC 631.029 is hereby amended to read as follows:

631.029 The Board will charge and collect the following fees:

Application fee for an initial license to practice dentistry if the applicant has successfully passed [a clinical examination administered by the Western Regional Examining Board or] a clinical examination approved by the Board and the American Board of Dental Examiners and administered by a regional examination organization other than the Board.....	\$1,200
Application fee for an initial license to practice dental therapy or dental hygiene	600
<i>Application fee for an initial license to practice expanded function dental assistance</i>	<i>125</i>
Application fee for a specialty license by credential.....	1,200
Application fee for a temporary restricted geographical license to practice dentistry	600
Application fee for a temporary restricted geographical license to practice dental therapy or dental hygiene	150
<i>Application fee for a temporary restricted geographical license to practice expanded function dental assistance</i>	<i>125</i>
Application fee for a specialist’s license to practice dentistry	125
Application fee for a limited license or restricted license to practice dentistry, dental therapy or dental hygiene.....	125
<i>Application fee for a limited license to practice expanded function dental assistance</i>	<i>75</i>
Application and examination fee for a permit to administer general anesthesia, moderate sedation or deep sedation.....	750

Application and examination fee for a site permit to administer general anesthesia, moderate sedation or deep sedation	500
Fee for any reinspection required by the Board to maintain a permit to administer general anesthesia, moderate sedation or deep sedation.....	500
Fee for the inspection of a facility required by the Board to ensure compliance with infection control guidelines	250
Fee for a second or subsequent inspection of a facility required by the Board to ensure compliance with infection control guidelines	150
Biennial renewal fee for a permit to administer general anesthesia, moderate sedation or deep sedation.....	200
Fee for the inspection of a facility required by the Board to renew a permit to administer general anesthesia, moderate sedation or deep sedation.....	350
Biennial license renewal fee for a general license or specialist’s license to practice dentistry	600
Biennial license renewal fee for a restricted geographical license to practice dentistry	600
Biennial license renewal fee for a restricted geographical license to practice dental therapy or dental hygiene.....	300
<i>Biennial license renewal fee for a restricted geographical license to practice expanded function dental assistance</i>	<i>100</i>
Biennial license renewal fee for a general license to practice dental therapy or dental hygiene.....	300

Biennial license renewal fee for a general license to practice expanded function dental assistance100

Annual license renewal fee for a limited license to practice dentistry, dental therapy or dental hygiene200

Annual license renewal fee for a limited license to practice expanded function dental assistance75

Annual license renewal fee for a restricted license to practice dentistry100

Biennial license renewal fee for an inactive dentist200

Biennial license renewal fee for an inactive dental therapist or dental hygienist50

Biennial license renewal fee for an inactive expanded function dental assistant75

Biennial license renewal fee for an expanded function dental assistant who is retired or has a disability50

Fee for a second or subsequent audit to ensure compliance with continuing education requirements.....200

Reinstatement fee for a suspended license to practice dentistry, dental therapy or dental hygiene.....300

Reinstatement fee for a suspended license to practice expanded function dental assistance20

Reinstatement fee for a revoked license to practice dentistry, dental therapy or dental hygiene.....500

Reinstatement fee for a revoked license to practice expanded function dental assistance25

Reinstatement fee to return an inactive or retired dentist, dental therapist or dental hygienist or a dentist, dental therapist or dental hygienist with a disability to active status	300
<i>Reinstatement fee to return an inactive or retired expanded function dental assistant or an expanded function dental assistant with a disability to active status.....</i>	<i>25</i>
Fee for the certification of a license	25
Fee for the certification of a license to administer nitrous oxide or local anesthesia.....	25
Fee for a duplicate wall certificate	25
Fee for a duplicate pocket card receipt.....	25
Application fee for converting a temporary license to a permanent license	125
Fee for an application packet for an examination	25
Fee for an application packet for licensure by credentials	25

Sec. 9. NAC 631.030 is hereby amended to read as follows:

631.030 1. An applicant for licensure must provide the following information and documentation in his or her application:

- (a) The date and place of his or her birth;
- (b) Certification of graduation from an accredited dental school or college, from an accredited school or college of dental therapy, ~~or~~ from an accredited school or college of dental hygiene ~~or~~ *or from an accredited program for dental assisting*, whichever is applicable;

(c) Whether he or she has applied for similar licensure in another state or a territory of the United States or the District of Columbia and, if so, the name of the state or territory of the United States or the District of Columbia, the date and the result of his or her application;

(d) If he or she has practiced dentistry, dental therapy, ~~for~~ dental hygiene *or expanded function dental assistance* in another state or a territory of the United States or the District of Columbia, certification from the licensing authority of each state or territory of the United States or the District of Columbia in which he or she has practiced or is practicing that he or she is in good standing and that there are not any disciplinary proceedings affecting his or her standing pending against him or her in the other state or territory of the United States or the District of Columbia;

(e) Whether he or she has terminated or attempted to terminate a license from another state or territory of the United States or the District of Columbia and, if so, the reasons for doing so;

(f) If he or she is not a natural born citizen of the United States, a copy of his or her certificate of naturalization or other document attesting that he or she is legally eligible to reside and work in the United States;

(g) All scores obtained on the examination in which he or she was granted a certificate by the Joint Commission on National Dental Examinations, *if applicable*, and the date it was issued;

(h) Whether he or she has ever been convicted of a crime involving moral turpitude or has entered a plea of nolo contendere to a charge of such a crime and, if so, the date and place of the conviction or plea and the sentence, if any, which was imposed;

(i) Whether he or she has had any misdemeanor or felony convictions and, if so, any documents relevant to any misdemeanor or felony convictions;

(j) Whether he or she has been held civilly or criminally liable in this State, another state or territory of the United States or the District of Columbia for misconduct relating to his or her occupation or profession;

(k) Whether he or she has a history of substance misuse or substance use disorder and, if so, any documents relevant to the substance misuse or substance use disorder;

(l) Whether he or she has been refused permission to take an examination for licensure by this State, any other state or territory of the United States or the District of Columbia, or any regional testing agency recognized by the Board and, if so, any documents relevant to the refusal;

(m) Whether he or she has been denied licensure by this State, any other state or territory of the United States or the District of Columbia and, if so, any documents relevant to the denial;

(n) Whether he or she has had his or her license to practice dentistry, dental therapy, ~~or~~ dental hygiene *or expanded function dental assistance* suspended, revoked or placed on probation, or has otherwise been disciplined concerning his or her license to practice dentistry, dental therapy, ~~or~~ dental hygiene ~~or~~ *expanded function dental assistance*, including, without limitation, being subject to mandatory supervision, receiving a public reprimand, in this State, another state or territory of the United States or the District of Columbia and, if so, any documents relevant to the suspension, revocation, probation or other discipline;

(o) A copy of current certification in administering cardiopulmonary resuscitation;

(p) Whether he or she is currently involved in any disciplinary action concerning his or her license to practice dentistry, dental therapy, ~~or~~ dental hygiene *or expanded function dental assistance* in this State, another state or territory of the United States or the District of Columbia and, if so, any documents relevant to the reprimand or disciplinary action;

(q) Two sets of certified fingerprint cards and an authorization form allowing the Board to submit the fingerprint forms to law enforcement agencies for verification of background information;

(r) Whether he or she has any claims against him or her or has committed any actions that would constitute unprofessional conduct pursuant to NRS 631.3475 or NAC 631.230;

(s) An application form that he or she has completed and signed which:

(1) Is furnished by the Board; and

(2) Includes, without limitation, a properly executed request to release information;

(t) If applicable, the statement and proof required by subsection 3;

(u) Evidence that he or she is eligible to apply for a license to practice:

(1) Dentistry pursuant to NRS 631.230;

(2) Dental hygiene pursuant to NRS 631.290; ~~for~~

(3) Dental therapy pursuant to NRS 631.312; *or*

(4) Expanded function dental assistance pursuant to NRS 631.31285;

(v) The statement required by NRS 425.520; and

(w) Any other information requested by the Board.

2. An applicant for licensure by endorsement pursuant to NRS 622.530 *to practice dentistry or dental hygiene* must provide the following information and documentation with his or her application:

(a) The information and documentation listed in subsection 1;

(b) A certificate granted by a nationally recognized, nationally accredited or nationally certified examination or other examination approved by the Board which proves that the applicant has achieved a passing score on such an examination; and

(c) Proof that the applicant has actively practiced dentistry, dental therapy or dental hygiene for the 5 years immediately preceding the date of submission of the application.

3. An applicant for licensure who wishes to use laser radiation in his or her practice of dentistry, dental therapy or dental hygiene must provide to the Board:

(a) A statement certifying that each laser that will be used by the licensee in the practice of dentistry, dental therapy or dental hygiene has been cleared by the Food and Drug Administration for use in dentistry; and

(b) Proof that he or she has successfully completed a course in laser proficiency that:

(1) Is at least 6 hours in length; and

(2) Is based on the *Curriculum Guidelines and Standards for Dental Laser Education*, adopted by reference pursuant to NAC 631.035.

Sec. 10. NAC 631.045 is hereby amended to read as follows:

631.045 A licensed dentist who owns an office or facility where dental treatments are to be performed in this State must, on the application for renewal of his or her license, execute a certified statement that includes:

1. The location of each office or facility owned by the licensed dentist where dental treatments are to be performed;

2. The name and address of each employee, other than a licensed dentist, dental therapist, ~~or~~ dental hygienist ~~or~~ *expanded function dental assistant*, who assists at the office or facility in procedures for infection control and the date the employee began to assist in procedures for infection control at the office or facility;

3. A statement that each employee identified in subsection 2:

(a) Has received adequate instruction concerning procedures for infection control; and

(b) Is qualified to:

(1) Operate sterilization equipment and other equipment in compliance with the guidelines adopted by reference in NAC 631.178; and

(2) Perform all other applicable activities in compliance with the guidelines adopted by reference in NAC 631.178; and

4. If the licensed dentist is registered to dispense controlled substances with the State Board of Pharmacy pursuant to chapter 453 of NRS, an attestation that the licensed dentist has conducted annually a minimum of one self-query regarding the issuance of controlled substances through the Prescription Monitoring Program of the State Board of Pharmacy.

Sec. 11. NAC 631.050 is hereby amended to read as follows:

631.050 1. If the Executive Director or Secretary-Treasurer finds that:

(a) An application is:

(1) Deficient; or

(2) Not in the proper form; or

(b) The applicant has:

(1) Provided incorrect information;

(2) Not attained the scores required by chapter 631 of NRS; or

(3) Not submitted the required fee,

↪ the Executive Director or Secretary-Treasurer shall reject the application and return it to the applicant with the reasons for its rejection.

2. If the Executive Director or Secretary-Treasurer finds that an applicant has:

(a) A felony conviction;

(b) A misdemeanor conviction;

(c) Been held civilly or criminally liable in this State, another state or territory of the United States or the District of Columbia for misconduct relating to his or her occupation or profession;

(d) A history of substance misuse or substance use disorder;

(e) Been refused permission to take an examination for licensure by this State, any other state or territory of the United States or the District of Columbia;

(f) Been denied licensure by this State, any other state or territory of the United States or the District of Columbia;

(g) Had his or her license to practice dentistry, dental therapy, ~~or~~ dental hygiene *or expanded function dental assistance* suspended, revoked or placed on probation, or has otherwise been disciplined concerning his or her license to practice dentistry, dental therapy, ~~or~~ dental hygiene ~~or~~ *expanded function dental assistance*, including, without limitation, being subject to mandatory supervision or receiving a public reprimand, in this State, another state or territory of the United States or the District of Columbia;

(h) Not actively practiced dentistry, dental therapy or dental hygiene, as applicable, for 2 years or more before the date of the application to the Board; or

(i) ~~Is currently involved~~ *Current involvement* in any disciplinary action concerning his or her license to practice dentistry, dental therapy, ~~or~~ dental hygiene *or expanded function dental assistance* in this State, another state or territory of the United States or the District of Columbia, → the Executive Director or Secretary-Treasurer may reject the application. If rejected, the application must be returned to the applicant with the reasons for its rejection.

3. If an application is rejected pursuant to subsection 2, the applicant may furnish additional relevant information to the Executive Director or Secretary-Treasurer, and request that the application be reconsidered. If an application is rejected following reconsideration by the

Executive Director or Secretary-Treasurer, the applicant may petition the Board for a review of the application at the next regularly scheduled meeting of the Board.

Sec. 12. NAC 631.090 is hereby amended to read as follows:

631.090 1. Except as otherwise provided in NRS 622.090, in fulfillment of the statutory requirements of paragraph (b) of subsection 1 of NRS 631.240, an applicant taking the clinical examination approved by the Board and the American Board of Dental Examiners ~~for the clinical examination administered by the Western Regional Examining Board~~ must:

(a) Pass the Dental Simulated Clinical Examination or a comparable examination administered by the ~~Western Regional Examining Board,~~ *American Board of Dental Examiners*, as applicable;

(b) Demonstrate proficiency in endodontics as the organization administering the clinical examination requires;

(c) Demonstrate proficiency in fixed prosthodontics as the organization administering the clinical examination requires;

(d) Demonstrate proficiency in restorative dentistry as the organization administering the clinical examination requires;

(e) Demonstrate proficiency in periodontics as the organization administering the clinical examination requires; and

(f) Perform such other procedures as the Board requires.

2. The Board may require an applicant for licensure to practice dentistry, dental hygiene or dental therapy to pass such additional examinations for licensure as the Board may prescribe if the applicant:

(a) Has been previously licensed in this State and has not held such a license for 2 years or more, including, without limitation, because the license was revoked or voluntarily surrendered; and

(b) Has not maintained an active practice outside of this State, including, without limitation, because his or her license to practice in another jurisdiction has been suspended, revoked, surrendered or because of any other order by a competent authority of another jurisdiction.

Sec. 13. NAC 631.140 is hereby amended to read as follows:

631.140 1. Except as otherwise provided in NRS 622.090, an applicant who does not pass all sections of the clinical examination approved by the Board and the American Board of Dental Examiners ~~for the clinical examination administered by the Western Regional Examining Board~~ may apply for a reexamination. The application must be made on a form furnished by the Board.

2. An applicant who does not pass the examination may not take another examination without completing such additional professional training as is required by the Board.

3. An applicant who does not pass the examination solely because he or she fails one of the demonstrations required pursuant to NAC 631.090 may, at the next scheduled examination, complete the remaining demonstration. If the applicant does not successfully complete the remaining demonstration at the next scheduled examination or within the timeline approved by the American Board of Dental Examiners ~~for by the Western Regional Examining Board~~ for a person who takes the examination as part of an integrated curriculum, he or she must retake the entire examination.

4. For the purposes of NRS 631.280, an applicant who attempts to complete successfully a demonstration pursuant to subsection 3 shall not be deemed to have failed the examination twice if he or she fails to complete that demonstration successfully.

Sec. 14. NAC 631.173 is hereby amended to read as follows:

631.173 1. Each dentist licensed to practice in this State must annually complete at least 20 hours of instruction in approved courses of continuing education or biennially complete at least 40 hours of instruction in approved courses of continuing education, as applicable, based on the renewal period set forth in NRS 631.330 for the type of license held by the dentist. Hours of instruction may not be transferred or carried over from one licensing period to another.

2. Each dental therapist licensed to practice in this State must annually complete at least 18 hours of instruction in approved courses of continuing education or biennially complete at least 40 hours of instruction in approved courses of continuing education, as applicable, based on the renewal period set forth in NRS 631.330 for the type of license held by the dental therapist. Hours of instruction may not be transferred or carried over from one licensing period to another.

3. Each dental hygienist licensed to practice in this State must annually complete at least 15 hours of instruction in approved courses of continuing education or biennially complete at least 30 hours of instruction in approved courses of continuing education, as applicable, based on the renewal period set forth in NRS 631.330 for the type of license held by the dental hygienist. Hours of instruction may not be transferred or carried over from one licensing period to another.

4. *Each expanded function dental assistant licensed to practice in this State must annually complete at least 12 hours of instruction in approved courses of continuing education or biennially complete at least 24 hours of instruction in approved courses of continuing education, as applicable, based on the renewal period set forth in NRS 631.330 for the type of license held by the expanded function dental assistant. Hours of instruction may not be transferred or carried over from one licensing period to another.*

5. In addition to the hours of instruction prescribed in subsections 1 ~~[, 2 and 3]~~ to 4, *inclusive*, each dentist, dental therapist, ~~[and]~~ dental hygienist *and expanded function dental assistant* must maintain current certification in administering cardiopulmonary resuscitation or another medically acceptable means of maintaining basic bodily functions which support life. Any course taken pursuant to this subsection must be taught by a certified instructor.

~~[5.]~~ 6. Any provider of or instructor for a course in continuing education relating to the practice of dentistry, dental therapy, ~~[or]~~ dental hygiene *or expanded function dental assistance* which meets the requirements of this section must be approved by the Board, unless the course is for training in cardiopulmonary resuscitation or is approved by:

- (a) The American Dental Association or the societies which are a part of it;
- (b) The American Dental Hygienists' Association or the societies which are a part of it;
- (c) The Academy of General Dentistry;
- (d) Any nationally recognized association of dental or medical specialists;
- (e) Any university, college or community college, whether located in or out of Nevada; or
- (f) Any hospital accredited by The Joint Commission.

~~[6.]~~ 7. To be approved as a provider of a course in continuing education, the instructor of the course must complete a form provided by the Board and submit it to the Board for review by a committee appointed by the Board not later than 45 days before the beginning date of the course. Upon receipt of the form, the committee shall, within 10 days after receiving the form, approve or disapprove the application and inform the applicant of its decision.

~~[7.]~~ 8. Study by group may be approved for continuing education if the organizer of the group complies with the requirements of subsection ~~[6.]~~ 7 and furnishes the Board with a complete list of all members of the group, a synopsis of the subject to be studied, the time, place

and duration of the meetings of the group, and the method by which attendance is recorded and authenticated.

~~{8.}~~ **9.** Credit may be allowed for attendance at a meeting or a convention of a dental, dental therapy, ~~{or}~~ dental hygiene *or dental assistance* society.

~~{9.}~~ **10.** Credit may be allowed for courses completed via home study, on-line study, self-study or journal study which are taught through correspondence, webinar, compact disc or digital video disc.

~~{10.}~~ **11.** Credit may be allowed for dental, dental therapy, ~~{and}~~ dental hygiene *and expanded function dental assistance* services provided on a voluntary basis to nonprofit agencies and organizations approved by the Board.

Sec. 15. NAC 631.175 is hereby amended to read as follows:

631.175 1. Approved subjects for continuing education in dentistry, dental therapy, ~~{and}~~ dental hygiene *and expanded function dental assistance* are:

(a) Clinical subjects, including, without limitation:

- (1) Dental and medical health;
- (2) Preventive services;
- (3) Dental diagnosis and treatment planning; and
- (4) Dental clinical procedures, including corrective and restorative oral health procedures

and basic dental sciences, dental research and new concepts in dentistry; and

(b) Nonclinical subjects, including, without limitation:

- (1) Dental practice organization and management;
- (2) Patient management skills;
- (3) Methods of health care delivery; and

(4) Teaching methodology.

2. In completing the hours of continuing education required pursuant to NAC 631.173, a dentist or dental therapist must annually complete at least 15 hours in clinical subjects approved pursuant to subsection 1 or biennially complete at least 30 hours in clinical subjects approved pursuant to subsection 1, as applicable, based on the renewal period set forth in NRS 631.330 for the type of license held by the dentist or dental therapist, as applicable.

3. In completing the hours of continuing education required pursuant to NAC 631.173, a dental hygienist must annually complete at least 12 hours in clinical subjects approved pursuant to subsection 1 or biennially complete at least 24 hours in clinical subjects approved pursuant to subsection 1, as applicable, based on the renewal period set forth in NRS 631.330 for the type of license held by the dental hygienist.

4. *In completing the hours of continuing education required pursuant to NAC 631.173, an expanded function dental assistant must annually complete at least 12 hours in clinical subjects approved pursuant to subsection 1 or biennially complete at least 24 hours in clinical subjects approved pursuant to subsection 1, as applicable, based on the renewal period set forth in NRS 631.330 for the type of license held by the expanded function dental assistant.*

5. In completing the hours of continuing education required pursuant to NAC 631.173, a dentist, a dental therapist ~~or~~, a dental hygienist *or an expanded function dental assistant* must annually complete at least 2 hours in the clinical subject of infection control in accordance with the provisions of the guidelines adopted by reference in NAC 631.178 or biennially complete at least 4 hours in the clinical subject of infection control in accordance with the provisions of the guidelines adopted by reference in NAC 631.178, as applicable, based on the renewal period set

forth in NRS 631.330 for the type of license held by the dentist, dental therapist , ~~or~~ dental hygienist ~~or~~ *or expanded function dental assistant.*

~~5.1~~ 6. *In completing the hours of continuing education required pursuant to NAC 631.173, an expanded function dental assistant must annually complete at least 2 hours in the clinical subject of the identification and prevention of medical emergencies or biennially complete at least 4 hours in the clinical subject of identification and prevention of medical emergencies, as applicable, based on the renewal period set forth in NRS 631.330 for the type of license held by the expanded function dental assistant.*

7. In completing the hours of continuing education required pursuant to NAC 631.173, a dentist who is registered to dispense controlled substances pursuant to NRS 453.231 must complete at least 2 hours of training relating specifically to the misuse and abuse of controlled substances, the prescribing of opioids or addiction during each period of licensure.

~~6.1~~ 8. The Board will credit, as a maximum in any one year of an annual or biennial licensing period, the following number of hours of instruction for the following types of courses or activities:

(a) For approved study by a group, 3 hours.

(b) For attendance at a meeting or convention of a dental, dental therapy , ~~or~~ dental hygiene *or dental assistance* society, 1 hour for each meeting, but not more than 3 hours, exclusive of hours of continuing education offered in conjunction with the meeting.

(c) For courses completed via home study, on-line study, self-study or journal study through correspondence, webinar, compact disc or digital video disc, not more than 50 percent of the number of hours of continuing education required by subsection 1, 2 , ~~or~~ 3 *or 4* of NAC 631.173, as applicable.

(d) For all other courses conducted by an approved instructor, the number of hours completed by the dentist, dental therapist, ~~or~~ dental hygienist ~~or~~ *or expanded function dental assistant.*

(e) For approved dental, dental therapy, ~~or~~ dental hygiene *or expanded function dental assistance* services provided in approved nonprofit settings, 6 hours, except that not more than 3 hours will be allowed for any day of volunteer services provided.

Sec. 16. NAC 631.177 is hereby amended to read as follows:

631.177 1. When requesting a renewal or reinstatement of his or her license, each:

(a) Dentist shall submit a signed, written statement in substantially the following language for each year since his or her last renewal:

I,, hereby certify to the Board of Dental Examiners of Nevada that I have obtained at least 20 approved hours of instruction in continuing education during the period July 1,, through and including June 30,, I also certify to the Board of Dental Examiners of Nevada that I am currently certified in administering cardiopulmonary resuscitation or another medically acceptable means of maintaining basic bodily functions which support life.

Dated this (day) of (month) of (year)

.....

Signature of Dentist

(b) Dental therapist shall submit a signed, written statement in substantially the following language for each year since his or her last renewal:

I,, hereby certify to the Board of Dental Examiners of Nevada that I have obtained at least 18 hours of instruction in continuing education during the period July 1,, through and including June 30,, I also certify to the Board of Dental Examiners of Nevada that I am currently certified in administering cardiopulmonary resuscitation or another medically acceptable means of maintaining basic bodily functions which support life.

Dated this (day) of (month) of (year)

.....

Signature of Dental Therapist

(c) Dental hygienist shall submit a signed, written statement in substantially the following language for each year since his or her last renewal:

I,, hereby certify to the Board of Dental Examiners of Nevada that I have obtained at least 15 approved hours of instruction in continuing education during the period July 1,, through and including June 30,, I also certify to the Board of Dental Examiners of Nevada that I am currently certified in administering cardiopulmonary resuscitation or another medically acceptable means of maintaining basic bodily functions which support life.

Dated this (day) of (month) of (year)

.....
Signature of Dental Hygienist

(d) *Expanded function dental assistant shall submit a signed, written statement in substantially the following language for each year since his or her last renewal:*

I,, hereby certify to the Board of Dental Examiners of Nevada that I have obtained at least 12 approved hours of instruction in continuing education during the period July 1,, through and including June 30,, I also certify to the Board of Dental Examiners of Nevada that I am currently certified in administering cardiopulmonary resuscitation or another medically acceptable means of maintaining basic bodily functions which support life.

Dated this (day) of (month) of (year)

.....
Signature of Expanded Function Dental Assistant

(e) Dentist, dental therapist, ~~or~~ dental hygienist *or expanded function dental assistant* shall submit proof of his or her current certification in administering cardiopulmonary resuscitation or other medically acceptable means of maintaining basic bodily functions which support life.

2. Legible copies of all receipts, records of attendance, certificates and other evidence of attendance by a dentist, *a* dental therapist ~~or~~, *a* dental hygienist *or an expanded function*

dental assistant at an approved course in continuing education must be retained by the dentist, dental therapist, ~~or~~ dental hygienist *or expanded function dental assistant* and made available to the Board for inspection or copying for 3 years after attendance at the course is submitted to meet the continuing education requirements of the Board. Proof of attendance and completion of the required credit hours of instruction must be complete enough to enable the Board to verify the attendance and completion of the course by the dentist, dental therapist, ~~or~~ dental hygienist *or expanded function dental assistant* and must include at least the following information:

- (a) The name and location of the course;
- (b) The date of attendance;
- (c) The name, address and telephone number of its instructor;
- (d) A synopsis of its contents; and
- (e) For courses designed for home study, the number assigned to the provider by the Board at the time the course was approved and the name, address and telephone number of the producer or author of the course.

3. The second or subsequent failure of a dentist, *a* dental therapist, ~~or~~ *a* dental hygienist *or an expanded function dental assistant* to obtain or file proof of completion of the credit hours of instruction required by this section and NAC 631.173 and 631.175 is unprofessional conduct.

4. The Board will conduct random initial audits of dentists, dental therapists, ~~or~~ dental hygienists *and expanded function dental assistants* and additional follow-up audits, as necessary, to ensure compliance with the requirements of this section and NAC 631.173 and 631.175.

Sec. 17. NAC 631.273 is hereby amended to read as follows:

631.273 1. If, upon the death of a dentist licensed pursuant to chapter 631 of NRS, a surviving member of his or her family desires to own or control his or her practice, share in the fees therefrom, or control the services offered, the surviving member shall, within 2 months after the dentist's death, notify the Board of that fact by furnishing the Secretary-Treasurer with a certified copy of the death certificate.

2. Upon receipt of the death certificate, the Board will appoint one or more of its members, agents or employees to investigate the operation of the dental practice of the decedent to determine whether the practice is being conducted in full compliance with the requirements of chapter 631 of NRS and the regulations of the Board, paying particular attention to the health, welfare and safety of the public.

3. If, upon investigation, the Board finds that the practice is not being conducted in full compliance with the requirements of chapter 631 of NRS or the regulations of the Board, it will apply to the district court to enjoin the continuation of the practice and will further institute any disciplinary action it deems necessary against any licensed dentist, dental therapist, ~~or~~ dental hygienist *or expanded function dental assistant* associated with the practice.

Sec. 18. NAC 631.275 is hereby amended to read as follows:

631.275 1. For the purposes of paragraph (i) of subsection 2 of NRS 631.215, the Board will deem a person to exercise authority or control over the clinical practice of dentistry if the person, by agreement, lease, policy, understanding or other arrangement, exercises authority or control over:

(a) The manner in which a licensed dentist, a dental therapist, a dental hygienist, *an expanded function dental assistant* or a dental assistant uses dental equipment or materials for the provision of dental treatment;

(b) The use of a laboratory or the decision to purchase or not to purchase dental equipment or materials against the advice of a licensed dentist if the dentist reasonably concludes that such use, purchase or failure to purchase would impair the ability of the dentist, **a** dental therapist, ~~or~~ a dental hygienist **or an expanded function dental assistant** to provide dental care to a patient consistent with the standard of care in the community;

(c) A decision of a licensed dentist regarding a course or alternative course of treatment for a patient, the procedures or materials to be used as part of a course of treatment or the manner in which a course of treatment is carried out by the dentist, a dental therapist, a dental hygienist, **an expanded function dental assistant** or a dental assistant;

(d) The length of time a licensed dentist, a dental therapist, ~~or~~ a dental hygienist **or an expanded function dental assistant** spends with a patient or if the person otherwise places conditions on the number of patients a licensed dentist, a dental therapist, ~~or~~ a dental hygienist **or an expanded function dental assistant** may treat in a certain period of time;

(e) The length of time a licensed dentist, a dental therapist, a dental hygienist, **an expanded function dental assistant** or a dental assistant spends performing dental services, against the advice of the dentist, if the dentist reasonably believes that the ability of the dentist, dental therapist, dental hygienist, **expanded function dental assistant** or dental assistant to provide dental care to a patient consistent with the standard of care in the community would be impaired;

(f) The referrals by a licensed dentist to another licensed dentist or otherwise places any restriction or limitation on the referral of patients to a specialist or any other practitioner the licensed dentist determines is necessary;

(g) The clinical practices of a dental therapist ~~or~~, **a** dental hygienist **or an expanded function dental assistant** regarding appropriate dental therapy care or dental hygiene care, as

applicable, or the duties that a licensed dentist may delegate to a dental therapist ~~or~~, a dental hygienist ~~or~~ *or an expanded function dental assistant*;

(h) Patient records at any time to the exclusion of the applicable licensed dentist or the applicable patient;

(i) A decision of a licensed dentist to refund payments made by a patient for clinical work that is not performed or is performed incorrectly by:

(1) The dentist; or

(2) A dental therapist ~~or~~, a dental hygienist *or an expanded function dental assistant* employed by the licensed dentist or a professional entity of the licensed dentist;

(j) A decision regarding the advertising of the practice of a licensed dentist if the decision would result in a violation of the provisions of NRS 631.348 by the dentist;

(k) A decision to establish fees for dental services against the advice of a licensed dentist if the dentist reasonably concludes that those fees would impair the ability of the dentist, a dental therapist, ~~or~~ a dental hygienist *or an expanded function dental assistant* to provide dental care to patients consistent with the standard of care in the community;

(l) A decision relating to the clinical supervision of dental therapists, ~~or~~ dental hygienists, *expanded function dental assistants* and ancillary personnel regarding the delivery of dental care to patients of a licensed dentist;

(m) The hiring or firing of licensed dentists, dental therapists, ~~or~~ dental hygienists *or expanded function dental assistants* or the material clinical terms of their employment relationship with a licensed dentist or a professional entity of a licensed dentist;

(n) A decision regarding the hiring of ancillary personnel against the advice of a licensed dentist or a decision by a licensed dentist to fire or refuse to work with ancillary personnel if that

advice, firing or refusal is related to the clinical competence of that ancillary personnel to render dental care to patients, regardless of who employs such ancillary personnel; and

(o) The material terms of any provider contracts or arrangements between a licensed dentist or a professional entity of a licensed dentist and third-party payors against the advice of the dentist, if the dentist reasonably concludes that the contract or arrangement would impair the ability of the dentist to provide dental care to patients consistent with the standard of care in the community.

2. For the purposes of this section:

(a) “Ancillary personnel” means a person, other than a licensed dentist, a dental therapist , ~~or~~ a dental hygienist ~~or~~ *or an expanded function dental assistant*, who:

(1) Directly provides dental care to a patient under the supervision of a licensed dentist, a licensed dental therapist or a dental hygienist; or

(2) Assists a licensed dentist, a dental therapist or a dental hygienist in the provision of dental care to a patient.

(b) “Clinical” means relating to or involving the diagnosis, evaluation, examination, prevention or treatment of conditions, diseases or disorders of the maxillofacial area, oral cavity or the adjacent and associated structures and their impact on the human body, as typically provided by a licensed dentist or, if applicable, a dental therapist ~~or~~ , a dental hygienist ~~or~~ *or an expanded function dental assistant*, within the scope of the education, experience and training of the dentist, dental therapist , ~~or~~ dental hygienist ~~or~~ *or expanded function dental assistant*, in accordance with applicable law and the ethics of the profession of dentistry.

Sec. 19. NAC 631.279 is hereby amended to read as follows:

631.279 1. Any applicant or licensed dentist, dental therapist, ~~or~~ dental hygienist *or expanded function dental assistant* may obtain a determination or advisory opinion from the Board as to the applicability of any provision of chapter 631 of NRS or any regulation adopted pursuant thereto by bringing an action for a declaratory judgment before the Board.

2. The Board will construe any statute or regulation reviewed pursuant to this section in a manner consistent with the declared policy of the State of Nevada.

Sec. 20. Section 3 of LCB File No. R072-22 is hereby amended to read as follows:

Sec. 3. Except as otherwise provided in NRS 622.090, in fulfillment of the requirements of paragraph (b) of subsection 1 of NRS 631.3121, an applicant taking the clinical examination approved by the Board and the American Board of Dental Examiners ~~[or the clinical examination administered by the Western Regional Examining Board]~~ must pass a simulated clinical examination in dental therapy or a comparable examination ~~[administered by the Western Regional Examining Board, as applicable.]~~ *approved by the Board.*

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 4647-2405

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 November 20, 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 for dismissal 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 24/11/2025

By:

Ronald West, DMD

Ronald West DMD (Nov 24, 2025 09:56:18 PST)

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

Yamilka Arias, RDH

Yamilka Arias, RDH (Feb 16, 2026 21:02:21 PST)

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

W Todd Thompson

W Todd Thompson (Nov 24, 2025 16:50:12 PST)

Todd Thomspn, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Complainant,

vs.

Respondent.

Case No. 3364-2435

**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 November 20, 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 for dismissal 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 24/11/2025

By:

Ronald West, DMD

Ronald West DMD (Nov 24, 2025 09:55:38 PST)

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

Yamilka Arias, RDH

Yamilka Arias, RDH (Feb 16, 2026 20:54:53 PST)

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

W Todd Thompson

W Todd Thompson (Nov 24, 2025 16:51:54 PST)

Todd Thomspon, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. S3-298-2436

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 November 20, 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 for dismissal 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 24/11/2025

By:

Ronald West, DMD

Ronald West DMD (Nov 24, 2025 09:53:10 PST)

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

Yamilka Arias, RDH

Yamilka Arias, RDH (Feb 16, 2026 20:55:31 PST)

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

W Todd Thompson

W Todd Thompson (Nov 24, 2025 16:56:43 PST)

Todd Thomspn, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Complainant,

vs.

Respondent.

Case No. 5556-2440

**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 November 20, 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 for dismissal 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 24/11/2025

By:

Ronald West, DMD

Ronald West DMD (Nov 24, 2025 09:54:47 PST)

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

Yamilka Arias, RDH

Yamilka Arias, RDH (Feb 16, 2026 20:56:32 PST)

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

W Todd Thompson

W Todd Thompson (Nov 24, 2025 16:52:52 PST)

Todd Thomspon, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 3193-2516

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 January 6, 2026, 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 for dismissal 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 08/01/2026

By:

Ronald West, DMD

Ronald West DMD (Jan 9, 2026 11:27:51 PST)

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

Yamilka Arias, RDH

Yamilka Arias, RDH (Feb 16, 2026 20:57:22 PST)

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

W Todd Thompson

W Todd Thompson (Jan 8, 2026 18:30:05 PST)

Todd Thomspn, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 7374-2518

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 November 20, 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 for dismissal 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 24/11/2025

By:

Ronald West, DMD

Ronald West DMD (Nov 24, 2025 09:53:52 PST)

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

Yamilka Arias, RDH

Yamilka Arias, RDH (Feb 16, 2026 20:58:05 PST)

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

W Todd Thompson

W Todd Thompson (Nov 24, 2025 16:53:21 PST)

Todd Thomspon, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 5123-2470

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 January 8, 2026, 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 for dismissal 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 10/01/2026

By:

Lance J Kim

Lance J Kim (Jan 11, 2026 15:37:43 PST)

Lance Kim, DMD
Member, Nevada State Board of Dental Examiners

Kimberly Petrilla

Kimberly Petrilla (Jan 21, 2026 18:06:36 PST)

Kimberly Petrilla, RDH
Member, Nevada State Board of Dental Examiners

John T. Gallob, DMD

John T. Gallob, DMD (Jan 10, 2026 07:22:49 PST)

John Gallob, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 5539-2472

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 January 8, 2026, 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 for dismissal 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 10/01/2026

By:

Lance J Kim

Lance J Kim (Jan 11, 2026 15:38:19 PST)

Lance Kim, DMD
Member, Nevada State Board of Dental Examiners

Kimberly Petrilla

Kimberly Petrilla (Jan 21, 2026 18:06:11 PST)

Kimberly Petrilla, RDH
Member, Nevada State Board of Dental Examiners

John T. Gallob, DMD

John T. Gallob, DMD (Jan 10, 2026 07:22:07 PST)

John Gallob, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 8088-2507

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 January 8, 2026, 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 for dismissal 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 10/01/2026

By:

Lance J Kim

Lance J Kim (Jan 11, 2026 15:38:52 PST)

Lance Kim, DMD
Member, Nevada State Board of Dental Examiners

Kimberly Petrilla

Kimberly Petrilla (Jan 21, 2026 18:05:41 PST)

Kimberly Petrilla, RDH
Member, Nevada State Board of Dental Examiners

John T. Gallob, DMD

John T. Gallob, DMD (Jan 10, 2026 07:21:25 PST)

John Gallob, DMD
Member, Review Panel

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. 6798-2508

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 January 8, 2026, 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 for dismissal 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 10/01/2026

By:

Lance J Kim

Lance J Kim (Jan 11, 2026 15:39:25 PST)

Lance Kim, DMD
Member, Nevada State Board of Dental Examiners

Kimberly Petrilla

Kimberly Petrilla (Jan 21, 2026 18:04:41 PST)

Kimberly Petrilla, RDH
Member, Nevada State Board of Dental Examiners

John T. Gallob, DMD

John T. Gallob, DMD (Jan 10, 2026 07:20:34 PST)

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. 6373-2517

**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 January 8, 2026, 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 for dismissal 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 10/01/2026

By:

Lance J Kim

Lance J Kim (Jan 11, 2026 15:39:57 PST)

Lance Kim, DMD
Member, Nevada State Board of Dental Examiners

Kimberly Petrilla

Kimberly Petrilla (Jan 21, 2026 18:04:04 PST)

Kimberly Petrilla, RDH
Member, Nevada State Board of Dental Examiners

John T. Gallob, DMD

John T. Gallob, DMD (Jan 10, 2026 07:19:55 PST)

John Gallob, DMD
Member, Review Panel

JOE LOMBARDO
Governor

DR. KRISTOPHER SANCHEZ
Director, Dept. of B & I

STATE OF NEVADA



PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors, Dept.s of B & I

A.L. HIGGINBOTHAM
Executive Director, NSBDE

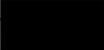
**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS**

NEVADA STATE BOARD OF DENTAL EXAMINERS

January 29, 2026



Re: NSBDE Case No. 7094-2312, Letter of Concern

Dear Dr. 

This correspondence regards the above captioned claim before the Nevada State Board of Dental Examiners (the Board), noticed to you on or about October 10, 2023.

Pursuant to the Nevada Administrative Code (NAC), this claim has been reviewed by both a Preliminary Screening Consultant (PSC) and a Review Panel. The Review Panel voted to dismiss this claim and close this case number. Although this claim was ultimately dismissed because the Review Panel did not find by a preponderance of evidence that a violation of the Nevada Revised Statutes (NRS) or the NAC occurred, the Review Panel expressed a concern that best practices may not have been followed. Specifically, the Review Panel felt it may be in your best interest to fully consider a patient's medical history, including comorbid conditions, in treatment planning and to more robustly consider the likelihood of prosthesis or appliance failure before selecting a dental prosthesis or appliance. Going forward, please be mindful of these best practice tips.

Importantly, this Letter of Concern does not constitute a disciplinary action, and there is no ramification to your license status as a result of this letter being sent. You are also not on any kind of probation, and you do not have to complete any type of requirement to secure this case's dismissal. The Board only

wishes to place you on notice that these best practices can help you avoid similar claims being made against you in the future.

Keep in mind that, even though this matter is dismissed, you should be aware that the Board is not precluded from considering the events surrounding this matter if subsequent unrelated disciplinary claims are ever made.

If you have any questions or concerns, please do not hesitate to contact the Board.

Sincerely,

A handwritten signature in blue ink that reads "Andrea Barraclough". The signature is written in a cursive, flowing style.

Andrea Barraclough, Esq.
General Counsel, NSBDE

JOE LOMBARDO
Governor

DR. KRISTOPHER SANCHEZ
Director, Dept. of B & I

STATE OF NEVADA



PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors, Dept.s of B & I

A.L. HIGGINBOTHAM
Executive Director, NSBDE

**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS**

NEVADA STATE BOARD OF DENTAL EXAMINERS

January 29, 2026



Re: NSBDE Case No. 7744-2372, Letter of Concern

Dear Dr. [REDACTED]

This correspondence regards the above captioned claim before the Nevada State Board of Dental Examiners (the Board), noticed to you on or about April 9, 2024.

Pursuant to the Nevada Administrative Code (NAC), this claim has been reviewed by both a Preliminary Screening Consultant (PSC) and a Review Panel. The Review Panel voted to dismiss this claim and close this case number. Although this claim was ultimately dismissed because the Review Panel did not find by a preponderance of evidence that a violation of the Nevada Revised Statutes (NRS) or the NAC occurred, the Review Panel expressed a concern that best practices may not have been followed. Specifically, the Review Panel felt it may be in your best interest to more robustly consider treatment selection, perform a deeper diagnosis of potential root canal precursors (such as clenching and grinding), and better document in the patient clinical records considerations of potential treatment failures. Going forward, please be mindful of these best practice tips.

Importantly, this Letter of Concern does not constitute a disciplinary action, and there is no ramification to your license status as a result of this letter being sent. You are also not on any kind of probation, and you do not have to complete any type of requirement to secure this case's dismissal. The Board only

wishes to place you on notice that these best practices can help you avoid similar claims being made against you in the future.

Keep in mind that, even though this matter is dismissed, you should be aware that the Board is not precluded from considering the events surrounding this matter if subsequent unrelated disciplinary claims are ever made.

If you have any questions or concerns, please do not hesitate to contact the Board.

Sincerely,

A handwritten signature in blue ink that reads "Andrea Barraclough". The signature is written in a cursive, flowing style.

Andrea Barraclough, Esq.
General Counsel, NSBDE

JOE LOMBARDO
Governor

DR. KRISTOPHER SANCHEZ
Director, Dept. of B & I

STATE OF NEVADA



PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors, Dept.s of B & I

A.L. HIGGINBOTHAM
Executive Director, NSBDE

**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS**

NEVADA STATE BOARD OF DENTAL EXAMINERS

January 29, 2026



Re: NSBDE Case No. 7409-2459, Letter of Concern

Dear Dr. 

This correspondence regards the above captioned claim before the Nevada State Board of Dental Examiners (the Board), noticed to you on or about October 8, 2024.

Pursuant to the Nevada Administrative Code (NAC), this claim has been reviewed by both a Preliminary Screening Consultant (PSC) and a Review Panel. The Review Panel voted to dismiss this claim and close this case number. Although this claim was ultimately dismissed because the Review Panel did not find by a preponderance of evidence that a violation of the Nevada Revised Statutes (NRS) or the NAC occurred, the Review Panel expressed a concern that best practices may not have been followed. Specifically, the Review Panel felt it may be in your best interest to better document the treatment options discussed with the patient and make narrative notes on the patient record concerning informed consent discussions. Going forward, please be mindful of these best practice tips.

Importantly, this Letter of Concern does not constitute a disciplinary action, and there is no ramification to your license status as a result of this letter being sent. You are also not on any kind of probation, and you do not have to complete any type of requirement to secure this case's dismissal. The Board only

wishes to place you on notice that these best practices can help you avoid similar claims being made against you in the future.

Keep in mind that, even though this matter is dismissed, you should be aware that the Board is not precluded from considering the events surrounding this matter if subsequent unrelated disciplinary claims are ever made.

If you have any questions or concerns, please do not hesitate to contact the Board.

Sincerely,

A handwritten signature in blue ink that reads "Andrea Barraclough". The signature is written in a cursive, flowing style.

Andrea Barraclough, Esq.
General Counsel, NSBDE

JOE LOMBARDO
Governor

DR. KRISTOPHER SANCHEZ
Director, Dept. of B & I

STATE OF NEVADA



PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors, Dept.s of B & I

A.L. HIGGINBOTHAM
Executive Director, NSBDE

**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS**

NEVADA STATE BOARD OF DENTAL EXAMINERS

January 29, 2026



Re: NSBDE Case No. 5809-2539, Letter of Concern

Dear Dr. 

This correspondence regards the above captioned claim before the Nevada State Board of Medical Examiners (the Board), noticed to you on or about April 14, 2025.

Pursuant to the Nevada Administrative Code (NAC), this claim has been reviewed by both a Preliminary Screening Consultant (PSC) and a Review Panel. The Review Panel voted to dismiss this claim and close this case number. Although this claim was ultimately dismissed because the Review Panel did not find by a preponderance of evidence that a violation of the Nevada Revised Statutes (NRS) or the NAC occurred, the Review Panel expressed a concern that best practices may not have been followed. Specifically, the Review Panel felt it may be in your best interest to improve patient communication with appropriate follow-up and better assess restorability. Going forward, please be mindful of this best practice tip.

Importantly, this Letter of Concern does not constitute a disciplinary action, and there is no ramification to your license status as a result of this letter being sent. You are also not on any kind of probation, and you do not have to complete any type of requirement to secure this case's dismissal. The Board only

wishes to place you on notice that these best practices can help you avoid similar claims being made against you in the future.

Keep in mind that, even though this matter is dismissed, you should be aware that the Board is not precluded from considering the events surrounding this matter if subsequent unrelated disciplinary claims are ever made.

If you have any questions or concerns, please do not hesitate to contact the Board.

Sincerely,

A handwritten signature in blue ink that reads "Andrea Barraclough". The signature is written in a cursive, flowing style.

Andrea Barraclough, Esq.
General Counsel, NSBDE

JOE LOMBARDO
Governor

DR. KRISTOPHER SANCHEZ
Director, Dept. of B & I

STATE OF NEVADA



PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors, Dept.s of B & I

A.L. HIGGINBOTHAM
Executive Director, NSBDE

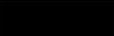
**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS**

NEVADA STATE BOARD OF DENTAL EXAMINERS

January 29, 2026



Re: NSBDE Case No. 6628-2363, Letter of Concern

Dear Dr. 

This correspondence regards the above captioned claim before the Nevada State Board of Dental Examiners (the Board), noticed to you on or about March 19, 2024.

Pursuant to the Nevada Administrative Code (NAC), this claim has been reviewed by both a Preliminary Screening Consultant (PSC) and a Review Panel. The Review Panel voted to dismiss this claim and close this case number. Although this claim was ultimately dismissed because the Review Panel did not find by a preponderance of evidence that a violation of the Nevada Revised Statutes (NRS) or the NAC occurred, the Review Panel expressed a concern that best practices may not have been followed. Specifically, the Review Panel felt it may be in your best interest to not rely solely on imaging for diagnosis but also perform other methods of testing before extracting teeth and treatment planning. Going forward, please be mindful of this best practice tip.

Importantly, this Letter of Concern does not constitute a disciplinary action, and there is no ramification to your license status as a result of this letter being sent. You are also not on any kind of probation, and you do not have to complete any type of requirement to secure this case's dismissal. The Board only

wishes to place you on notice that these best practices can help you avoid similar claims being made against you in the future.

Keep in mind that, even though this matter is dismissed, you should be aware that the Board is not precluded from considering the events surrounding this matter if subsequent unrelated disciplinary claims are ever made.

If you have any questions or concerns, please do not hesitate to contact the Board.

Sincerely,

A handwritten signature in blue ink that reads "Andrea Barraclough". The signature is written in a cursive, flowing style.

Andrea Barraclough, Esq.
General Counsel, NSBDE

JOE LOMBARDO
Governor

DR. KRISTOPHER SANCHEZ
Director, Dept. of B & I

STATE OF NEVADA



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Executive Director, NSBDE

**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS**

NEVADA STATE BOARD OF DENTAL EXAMINERS

January 29, 2026



Re: NSBDE Case No. 4791-2522, Letter of Concern

Dear Dr. [REDACTED]

This correspondence regards the above captioned claim before the Nevada State Board of Dental Examiners (the Board), noticed to you on or about February 5, 2025.

Pursuant to the Nevada Administrative Code (NAC), this claim has been reviewed by both a Preliminary Screening Consultant (PSC) and a Review Panel. The Review Panel voted to dismiss this claim and close this case number. Although this claim was ultimately dismissed because the Review Panel did not find by a preponderance of evidence that a violation of the Nevada Revised Statutes (NRS) or the NAC occurred, the Review Panel expressed a concern that best practices may not have been followed. Specifically, the Review Panel felt it may be in your best interest to keep in mind the periodontic aspects and consequence of a case when treatment planning and before fitting a final prosthesis. Going forward, please be mindful of this best practice tip.

Importantly, this Letter of Concern does not constitute a disciplinary action, and there is no ramification to your license status as a result of this letter being sent. You are also not on any kind of probation, and you do not have to complete any type of requirement to secure this case's dismissal. The Board only

wishes to place you on notice that these best practices can help you avoid similar claims being made against you in the future.

Keep in mind that, even though this matter is dismissed, you should be aware that the Board is not precluded from considering the events surrounding this matter if subsequent unrelated disciplinary claims are ever made.

If you have any questions or concerns, please do not hesitate to contact the Board.

Sincerely,

A handwritten signature in blue ink that reads "Andrea Barraclough". The signature is written in a cursive, flowing style.

Andrea Barraclough, Esq.
General Counsel, NSBDE

JOE LOMBARDO
Governor

DR. KRISTOPHER SANCHEZ
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**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS**

NEVADA STATE BOARD OF DENTAL EXAMINERS

January 29, 2026



Re: NSBDE Case No. S7-36-2543, Letter of Concern

Dear Dr. [REDACTED]

This correspondence regards the above captioned claim before the Nevada State Board of Dental Examiners (the Board), noticed to you on or about April 14, 2025.

Pursuant to the Nevada Administrative Code (NAC), this claim has been reviewed by both a Preliminary Screening Consultant (PSC) and a Review Panel. The Review Panel voted to dismiss this claim and close this case number. Although this claim was ultimately dismissed because the Review Panel did not find by a preponderance of evidence that a violation of the Nevada Revised Statutes (NRS) or the NAC occurred, the Review Panel expressed a concern that best practices may not have been followed. Specifically, the Review Panel felt it may be in your best interest to take patient concerns more seriously and improve the quantity, quality, and documentation of your communication with patients. Going forward, please be mindful of these best practice tips.

Importantly, this Letter of Concern does not constitute a disciplinary action, and there is no ramification to your license status as a result of this letter being sent. You are also not on any kind of probation, and you do not have to complete any type of requirement to secure this case's dismissal. The Board only

wishes to place you on notice that these best practices can help you avoid similar claims being made against you in the future.

Keep in mind that, even though this matter is dismissed, you should be aware that the Board is not precluded from considering the events surrounding this matter if subsequent unrelated disciplinary claims are ever made.

If you have any questions or concerns, please do not hesitate to contact the Board.

Sincerely,

A handwritten signature in blue ink that reads "Andrea Barraclough". The signature is written in a cursive, flowing style.

Andrea Barraclough, Esq.
General Counsel, NSBDE

JOE LOMBARDO
Governor

DR. KRISTOPHER SANCHEZ
Director, Dept. of B & I

STATE OF NEVADA



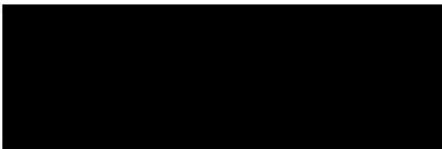
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Executive Director, NSBDE

**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS**

NEVADA STATE BOARD OF DENTAL EXAMINERS

January 29, 2026



Re: NSBDE Case No. 3529-2546, Letter of Concern

Dear Dr. 

This correspondence regards the above captioned claim before the Nevada State Board of Dental Examiners (the Board), noticed to you on or about June 2, 2025.

Pursuant to the Nevada Administrative Code (NAC), this claim has been reviewed by both a Preliminary Screening Consultant (PSC) and a Review Panel. The Review Panel voted to dismiss this claim and close this case number. Although this claim was ultimately dismissed because the Review Panel did not find by a preponderance of evidence that a violation of the Nevada Revised Statutes (NRS) or the NAC occurred, the Review Panel expressed a concern that best practices may not have been followed. Specifically, the Review Panel felt it may be in your best interest to improve follow-up communication with patients post-procedure and more thoroughly document treatments and patient discussions in your clinical records. Going forward, please be mindful of this best practice tip.

Importantly, this Letter of Concern does not constitute a disciplinary action, and there is no ramification to your license status as a result of this letter being sent. You are also not on any kind of probation, and you do not have to complete any type of requirement to secure this case's dismissal. The Board only

wishes to place you on notice that these best practices can help you avoid similar claims being made against you in the future.

Keep in mind that, even though this matter is dismissed, you should be aware that the Board is not precluded from considering the events surrounding this matter if subsequent unrelated disciplinary claims are ever made.

If you have any questions or concerns, please do not hesitate to contact the Board.

Sincerely,

A handwritten signature in blue ink that reads "Andrea Barraclough". The signature is written in a cursive, flowing style.

Andrea Barraclough, Esq.
General Counsel, NSBDE

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**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS**

NEVADA STATE BOARD OF DENTAL EXAMINERS

January 29, 2026



Re: NSBDE Case No. 5870-2574, Letter of Concern

Dear Dr. 

This correspondence regards the above captioned claim before the Nevada State Board of Dental Examiners (the Board), noticed to you on or about June 16, 2025.

Pursuant to the Nevada Administrative Code (NAC), this claim has been reviewed by both a Preliminary Screening Consultant (PSC) and a Review Panel. The Review Panel voted to dismiss this claim and close this case number. Although this claim was ultimately dismissed because the Review Panel did not find by a preponderance of evidence that a violation of the Nevada Revised Statutes (NRS) or the NAC occurred, the Review Panel expressed a concern that best practices may not have been followed. Specifically, the Review Panel felt it may be in your best interest to take greater care with patient selection, be aware of perceptions of patient abandonment, and remind yourself of statutes and regulations regarding dental jurisprudence. Going forward, please be mindful of these best practice tips.

Importantly, this Letter of Concern does not constitute a disciplinary action, and there is no ramification to your license status as a result of this letter being sent. You are also not on any kind of probation, and you do not have to complete any type of requirement to secure this case's dismissal. The Board only

wishes to place you on notice that these best practices can help you avoid similar claims being made against you in the future.

Keep in mind that, even though this matter is dismissed, you should be aware that the Board is not precluded from considering the events surrounding this matter if subsequent unrelated disciplinary claims are ever made.

If you have any questions or concerns, please do not hesitate to contact the Board.

Sincerely,

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Andrea Barraclough, Esq.
General Counsel, NSBDE

JOE LOMBARDO
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DR. KRISTOPHER SANCHEZ
Director, Dept. of B & I

STATE OF NEVADA



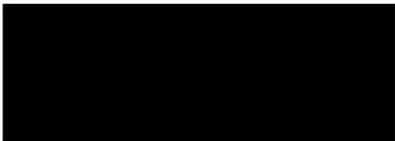
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**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS**

NEVADA STATE BOARD OF DENTAL EXAMINERS

February 26, 2026



Re: NSBDE Case No. 7208-2393

Dear Dr. 

This correspondence regards the above captioned claim before the Nevada State Board of Dental Examiners (the Board), noticed to you on or about May 29, 2024.

Pursuant to the Nevada Administrative Code (NAC), this claim has been reviewed by both a Preliminary Screening Consultant (PSC) and a Review Panel. The Review Panel voted to dismiss this claim and close this case number. Although this claim was ultimately dismissed because the Review Panel did not find by a preponderance of evidence that a violation of the Nevada Revised Statutes (NRS) or the NAC occurred, the Review Panel expressed a concern that best practices may not have been followed. Specifically, the Review Panel felt it may be in your best interest to: (1) if you choose to treat patients with disabilities, make sure you are prepared to deal with the accompanying challenges; (2) consider a practice of routine follow-up care with disabled patients or refer them to specialist who has more experience in treating disabled patients; and (3) consider speaking with recordkeeping staff about more timely provision of records to requesting patients. Going forward, please be mindful of these best practice tips.

Importantly, this Letter of Concern does not constitute a disciplinary action, and there is no ramification to your license status as a result of this letter being sent. You are also not on any kind of probation, and you do not have to complete any type of requirement to secure this case's dismissal. The Board only wishes to place you on notice that these best practices can help you avoid similar claims being made against you in the future.

Keep in mind that, even though this matter is dismissed, you should be aware that the Board is not precluded from considering the events surrounding this matter if subsequent unrelated disciplinary claims are ever made.

If you have any questions or concerns, please do not hesitate to contact the Board.

Sincerely,

A handwritten signature in blue ink that reads "Andrea Barraclough". The signature is written in a cursive, flowing style.

Andrea Barraclough, Esq.
General Counsel, NSBDE

JOE LOMBARDO
Governor

DR. KRISTOPHER SANCHEZ
Director, Dept. of B & I

STATE OF NEVADA



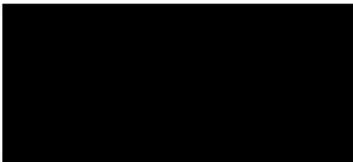
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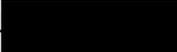
**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS**

NEVADA STATE BOARD OF DENTAL EXAMINERS

February 26, 2026



Re: NSBDE Case No. 7409-2570, Letter of Concern

Dear Dr. 

This correspondence regards the above captioned claim before the Nevada State Board of Dental Examiners (the Board), noticed to you on or about May 9, 2025.

Pursuant to the Nevada Administrative Code (NAC), this claim has been reviewed by both a Preliminary Screening Consultant (PSC) and a Review Panel. The Review Panel voted to dismiss this claim and close this case number. Although this claim was ultimately dismissed because the Review Panel did not find by a preponderance of evidence that a violation of the Nevada Revised Statutes (NRS) or the NAC occurred, the Review Panel expressed a concern that best practices may not have been followed. Specifically, the Review Panel felt it may be in your best interest to: (1) document in the patient record when you contact them or attempt to contact them about office closures or movements, and (2) be aware of situations that could be perceived as patient abandonment. Going forward, please be mindful of these best practice tips.

Importantly, this Letter of Concern does not constitute a disciplinary action, and there is no ramification to your license status as a result of this letter being sent. You are also not on any kind of probation, and you do not have to complete any type of requirement to secure this case's dismissal. The Board only

wishes to place you on notice that these best practices can help you avoid similar claims being made against you in the future.

Keep in mind that, even though this matter is dismissed, you should be aware that the Board is not precluded from considering the events surrounding this matter if subsequent unrelated disciplinary claims are ever made.

If you have any questions or concerns, please do not hesitate to contact the Board.

Sincerely,

A handwritten signature in blue ink that reads "Andrea Barraclough".

Andrea Barraclough, Esq.
General Counsel, NSBDE

CC: Brad Shipley, Esq.
John H. Cotton & Assoc.
7900 W. Sahara, Suite 200
Las Vegas, NV 89117
Fax: 702-832-5910

1 STATE OF NEVADA
2 BEFORE THE BOARD OF DENTAL EXAMINERS

3
4 NEVADA STATE BOARD OF DENTAL
5 EXAMINERS,

Case No. 3046-2097

6 Complainant,

7 vs.

**CORRECTIVE ACTION PLAN
DISCIPLINARY STIPULATION
AGREEMENT**

8
9 Respondent.

10
11 IT IS HEREBY STIPULATED AND AGREED via this *Corrective Action Plan*
12 *Disciplinary Stipulation Agreement* (Stipulation Agreement or Stipulation), by and between
13 [REDACTED] (Respondent or [REDACTED] and the NEVADA STATE BOARD OF
14 DENTAL EXAMINERS (the Board), by and through the Board's General Counsel, Andrea
15 Barraclough, Esq., as follows:

16
17 **I.**
18 **Background**

19 1. Respondent is a dentist licensed to practice dentistry in the State of Nevada by the
20 Board pursuant to Chapter 631 of the Nevada Revised Statutes (NRS) and Chapter 631 of the
21 Nevada Administrative Code (NAC). Respondent was licensed in Nevada on July 15, 1996,
22 License No. 3046.

23 2. On or about February 8, 2022, the Board received a Verified Complaint from
24 patient [REDACTED] regarding issues with the dental care they received from [REDACTED]
25 alleging possible violations of NRS Chapter 631 and/or NAC Chapter 631.

26 3. On or about February 14, 2022, via a *Notice of Complaint & Request for Records*,
27 the Board notified Respondent of the Verified Complaint received from [REDACTED]. The
28 Authorized Complaint sought a response from Respondent, as well as the records of patient [REDACTED]

1 ///

2 [REDACTED]

3 4. On or about March 30, 2022, 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 assigned to review and make
6 preliminary findings and recommendations in this matter.

7 6. On October 20, 2022, 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 **II.**

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

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

18 a) **A preponderance of evidence supports that the Respondent's treatment**
19 **was below the standard of care, to wit: Respondent's improper surgical**
20 **techniques and treatment planning failures led to a failure of the**
21 **patient's implants, requiring the removal of many natural teeth.**
22 **Further, Respondent's documentation and record keeping were**
23 **inadequate to substantiate proper examinations, diagnosis, and**
24 **treatment planning.**

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

9. Respondent understands and acknowledges the following: (1) that the PSC's

[REDACTED]

1 ///

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

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

14
15 **III.**
Terms and Conditions

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

21 **(a) Respondent agrees to obtain an additional three hundred (300) hours of**
22 **supplemental continuing education, as follows: Respondent must complete one**
23 **hundred and fifty (150) hours of in-person, hands-on instruction emphasizing**
24 **dental implant procedures that includes live drilling instruction; complete at**
25 **least fifty (50) hours of instruction emphasizing documentation and**
26 **recordkeeping; complete at least twenty-five (25) hours of instruction**
27 **emphasizing radiographic/radiology safety; complete at least twenty-five (25)**
28 **hours of instruction emphasizing occlusion recognition and treatment;**
complete at least twenty-five (25) hours of instruction emphasizing treatment
of elderly/older (over 50 years old) patients and/or ethics regarding treatment

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of the elderly; and complete at least twenty-five (25) hours of instruction emphasizing office practice/scheduling efficiency/customer service.

Information, documents, and/or descriptions for the above-referenced supplemental education must be submitted in writing to the Executive Director of the Board for approval *prior* to attendance. Upon receipt of the written request to attend the supplemental education, the Executive Director of the Board shall notify Respondent in writing whether the requested supplemental education is approved for attendance and meets the requirement outlined in Paragraph 11.A. With the exception of the 150 hours of CE related to implants (which must all be live instruction), Respondent agrees that at least 50% of the remaining supplemental education shall be completed through attendance at live presentations and/or via live lecture webinar, and up to 50% of the remaining supplemental education may be completed through webinar/online/home study courses. The costs associated with this supplemental education shall be paid by Respondent. All supplemental education must be completed within two (2) years of the adoption of this Agreement by the Board.

In the event Respondent fails to complete the supplemental education set forth in Paragraph 11.A within two (2) years of the adoption of this Agreement by the Board, Respondent agrees that their license to practice dentistry in the State of Nevada may be automatically suspended by the Board's Executive Director without any further action of the Board other than the issuance of an Order of Suspension by the Executive Director. Respondent agrees not to seek injunctive relief from any 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 Paragraph 11.A 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 Paragraph 11.A.

If Respondent later completes the required CE and submits written proof of the completion of the supplemental education, and they also pay 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



Respondent's Initials

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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.

(b) Pursuant to NRS 631.350(1)(d) and (h), Respondent shall consent to having his practice monitored for a period of two (2) years. During this period of time, Respondent shall submit all implant procedure records as to all patients to the Board Executive Director every sixty (60) days; the Executive Director shall then provide those records to a dentist member of the Board for review.

Respondent acknowledges that the review of patient records outlined in Paragraph 11.B could result in an additional and separate investigation process and/or disciplinary proceedings depending on the findings of the assigned dentist member of the Board. Respondent waives any rights and remedies to challenge the findings and/or conclusions of the assigned dentist member of the Board should their review result in new investigation processes and/or disciplinary proceedings.

(c) 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 is the flat rate costs and fees assessment of the investigation and complaint resolution process from the date of complaint submission to the date of signing (3 years of fees). 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


Respondent's Initials

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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 fee 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.

If suspension results from not paying the required fees outlined in Paragraph 11.C, subsequent to the issuance of the Order of Suspension from the Board, 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) outlined in Paragraph 11.C.

Upon curing the applicable defaulted payment 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 recoup fines, fees, damages or assessments 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.


Respondent's Initials

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IV.
Consent

12. **Acknowledgement of Review of this Agreement.** Respondent acknowledges that they have read the entirety of this Stipulation Agreement and agrees with all provisions contained herein in their entirety. They acknowledge that their counsel has fully discussed the terms and conditions of this Stipulation with them to their satisfaction; however, they have not relied solely on counsel to read and understand this Stipulation and have also read this Stipulation on their own.

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

14. **Waiver of Rights.** Respondent is aware that, by entering into this Stipulation Agreement, they are 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 administrative proceedings resulting from the Verified Complaint. Respondent further agrees to settle and resolve this matter as set forth in this Stipulation Agreement without a hearing or any further proceedings, other than Board approval of this Stipulation Agreement. Respondent agrees that, in the event the Board adopts this Stipulation Agreement, they hereby waive any and all rights to seek judicial review or appeal, or otherwise to challenge or

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2 contest the validity of the provisions contained herein.

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

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

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

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

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

25 20. **Release From Liability.** In consideration of the execution of this Stipulation
26 Agreement, Respondent hereby releases, remises, and forever discharges the State of Nevada, the
27 Board, and each of their members, agents, investigators, panel members, employees and legal
28 counsel in their individual and representative capacities, from any and all manner of actions, causes

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2 of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and
3 unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have against
4 any or all of the persons or entities named in this section, arising out the investigation or complaint
5 authorized as a result of information received.

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

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

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

26 24. **Effect of Rejection of Agreement by Board.** Respondent acknowledges that, in
27 the event this Stipulation Agreement is rejected by the Board, the Board may take other and/or
28 further action as allowed by statute, regulation, and/or appropriate authority. In the event that this

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2 Stipulation Agreement is not approved by the Board and this matter proceeds to a full Board
3 hearing, Respondent expressly waives any right to challenge the Board or its members appearing,
4 considering and deciding the resolution of the Complaint at the full Board hearing based upon an
5 assertion of bias as a result of the Board having reviewed this Stipulation Agreement prior to
6 rejecting this Stipulation Agreement.

7 25. **Disciplinary Nature of this Stipulation Agreement and Reporting.** Respondent
8 understands this Stipulation Agreement is disciplinary in nature, and Respondent understands and
9 agrees that the Board is required to report this Stipulation Agreement to the National Practitioner
10 Data Bank in accordance with the rules governing such reporting requirements.

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

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

25 DATED this 28 day of January 2026

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APPROVED AS TO FORM AND CONTENT

By Jessica Gandy this 5 day of Feb, 2026, 2025.
Candace C. Nerling, Esq. Jessica Gandy
Attorney for Respondent

APPROVED AS TO FORM AND CONTENT

By _____ this _____ day of _____, 2025.
Andrea Barraolough, Esq.
Nevada State Board of Dental Examiners
General Counsel

APPROVED AS TO FORM AND CONTENT

By Jana L. McIntyre this 21 day of July, 2025.
Jana L. McIntyre (Jul 21, 2025 10:46 PDT)
Ms. 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. HARVEY CHIN, DDS, Case No. 3046-2097, 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

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2 15, 2022, the Board voted to open an investigation regarding the violations reported and issue an
3 Authorized Complaint.

4 3. On or about March 23, 2022, pursuant to NRS.364, the Executive Director of the
5 Board notified Respondent of the receipt of the information described in Paragraph 2 above and
6 requested additional information from Respondent in response to said information.

7 4. On or about April 14, 2022, the Board received Respondent's written response to
8 the request for records and Authorized Complaint.

9 5. A Preliminary Screening Consultant (PSC) was assigned to clinically review and
10 make preliminary findings and recommendations in this matter.

11 6. On April 5, 2023, then again on July 17, 2025, a redacted version of the Authorized
12 Complaint, the response, and the information and documentation described in Paragraphs 2 and 5
13 were independently reviewed by the Nevada State Board of Dental Examiner's Review Panel
14 established pursuant to NRS 631.3635. The PSC did not participate in the Review Panel review of
15 this matter.

16 **II.**

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

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

23
24 **A preponderance of the evidence supports that Dr. Dannels violated the Dental
25 Practice Act because of non-compliance with Radiation Control and NV Dept.
26 of HHS requirements.**

27 8. Respondent acknowledges that the PSC's preliminary review proceeded through
28 the Review Panel process as required pursuant to NRS 631.3635; that the Review Panel found

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2 there is sufficient evidence to support the findings and recommendations contained herein; and
3 that the above findings and recommendations were made and/or adopted by the Review Panel.

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

11 10. For settlement purposes only, and not for any other purpose (including any
12 subsequent civil or administrative action), Respondent acknowledges that, even though
13 Respondent denies the findings of the Review Panel, if this matter were to proceed to a Board
14 hearing, a sufficient quantity and/or quality of evidence could be proffered to meet a
15 preponderance of the evidence standard of proof demonstrating that Respondent violated the
16 regulatory and/or statutory provisions noted above in Paragraph 7. Respondent's acceptance and
17 agreement of this Stipulation does not act as his admission of any wrongdoing or agreement with
18 the accuracy of the factual findings or opinions of the PSC or Review Panel.

19 **III.**

20 **Terms and Conditions**

21 11. Based upon the investigation conducted to date, the opinions of the PSE, and the
22 findings of the Review Panel contained in Paragraphs 7 and 8, and the acknowledgments of
23 Respondent contained in Paragraphs 9 and 10, the parties have agreed to resolve the above-
24 referenced investigation pursuant to the following terms and conditions:

25 **(a) In addition to completing the required continuing education necessary for**
26 **license renewal, Respondent agrees to obtain an additional four (4) hours of**
27 **supplemental continuing education in dental jurisprudence or training on**
28 **NRS and NAC 631.**

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Information, documents, and/or descriptions for the above-referenced supplemental education must be submitted in writing to the Executive Director of the Board for approval *prior* to attendance. Upon receipt of the written request to attend the supplemental education, the Executive Director of the Board shall notify Respondent in writing whether the requested supplemental education is approved for attendance and meets the requirement outlined in Paragraph 11.A. Respondent may complete the required CE credits live or through online/home study courses. The costs associated with this supplemental education shall be paid by Respondent. All supplemental education must be completed within six (6) months of the adoption of this Agreement by the Board.

In the event Respondent fails to complete the supplemental education set forth in Paragraph 11.A within six (6) months of the adoption of this Agreement by the Board, Respondent agrees that his license to practice dentistry in the State of Nevada may be automatically suspended by the Board's Executive Director without any further action of the Board other than the issuance of an Order of Suspension by the Executive Director. Respondent agrees not to seek injunctive relief from any 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 written proof of the completion of same 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

Respondent's Initials

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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 other cases still open with the Board. Respondent acknowledges that this continuing education requirement is *in addition to* the continuing education requirements that may be imposed in other cases, such that the course work for each set of CE requirements must be different from each other.

(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.

In the event Respondent defaults on any payment set forth in this Stipulation Agreement (which includes failure to timely pay the fee outlined in Paragraph 11.B), 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.

If suspension results from not paying the required fee outlined in Paragraph 11.B, subsequent to the issuance of the Order of Suspension from the Board, 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) outlined in Paragraph 11.B.

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Upon curing the applicable defaulted payment 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 recoup fines, fees, damages or assessments 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.

This case is a companion to other cases still open with the Board. Respondent acknowledges that this administrative fee is *in addition to* the administrative fees that may be due in the other cases, such that the fees for each set of fee requirements are different from each other and must be paid separately and cumulatively.

IV.
Consent

12. **Acknowledgement of Review of this Agreement.** Respondent acknowledges that they have read all the provisions contained in this Stipulation Agreement and agrees with them in their entirety. They acknowledge that their counsel has fully discussed the terms and conditions of this Stipulation with them to their satisfaction; however, they have not relied solely on counsel to read and understand this Stipulation and have also read this Stipulation on their own.

13. **Representation by Counsel.** Respondent acknowledges that they have been

Respondent's Initials

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2 advised that they have the right to have this matter, including this Stipulation Agreement, reviewed
3 by independent counsel; that review and advice by independent counsel is in their best interest;
4 and that they had had ample opportunity to seek independent counsel. Having been advised of the
5 right to 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 they have been advised by said counsel with respect to this
9 Stipulation Agreement, and that after consultation with, and upon the advice of, independent
10 counsel, Respondent understands this Stipulation Agreement's terms and conditions and consents
11 to the same.

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

22 15. **No Coercion or Duress.** Respondent acknowledges they are consenting to and
23 have signed/initialed this Stipulation Agreement voluntarily, without coercion, duress, undue
24 influence or intimidation, and in the exercise of their 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

Respondent's Initials

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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 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 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.

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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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 their 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. **Disciplinary Nature of this Stipulation Agreement and Reporting.** Respondent
27 acknowledges this Stipulation Agreement is disciplinary in nature, such that the Board is required
28 under federal laws to report this disciplinary violation and Stipulation Agreement to the National

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2 Practitioner Data Bank in accordance with the rules governing such reporting requirements.

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 acknowledge
6 and agree that any court intervention will be solely filed in a Nevada state or federal district court
7 and/or justice court with appropriate jurisdiction, and that, aside from any applicable federal law,
8 Nevada law will govern the adjudication of all legal claims related to the investigation, resolution,
9 and effectuation of the Complaint and/or Stipulation Agreement. In the event any trial (jury or
10 bench) results from any legal action related to the investigation, resolution, or effectuation of the
11 Complaint and/or Stipulation Agreement, and said proceedings began in a court outside of Clark
12 County, Las Vegas, NV, both parties agree to the removal of the case to a trial court located in
13 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 12 day of november, 2025



23
24 **APPROVED AS TO FORM AND CONTENT**

25 By Lisa J. Zastrow this 11 day of February, 2025.
26 Lisa J. Zastrow, Esq.
27 Attorney for Respondent

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1 **APPROVED AS TO FORM AND CONTENT**

2 By Andrea Barraclough this 11th day of February, 2026.
3 Andrea Barraclough, Esq.
4 Nevada State Board of Dental Examiners
5 General Counsel

6 **APPROVED AS TO FORM AND CONTENT**

7 By Lance J Kim this 12 day of February, 2026.
8 Lance J Kim (Feb 12, 2026 08:52:21 PST)
9 Ms. Lance Kim, DDS
10 Review Panel Member

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13 **BOARD ACTION**

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15 This *Corrective Action Disciplinary Stipulation Agreement* in the matter captioned as
16 Nevada State Board of Dental Examiners vs. Wyatt Dannels, DDS, Case No. 6743-2105, was

17 (check appropriate action):

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20 Approved _____ Disapproved _____

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

22 DATED this _____ day of _____, 2026.

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25 _____
26 **Ronald West, DMD**
27 **President**
28 **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. 6743-2523

Complainant,

vs.

**DISCIPLINARY STIPULATION
AGREEMENT**

Respondent.

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IT IS HEREBY STIPULATED AND AGREED via this *Disciplinary Stipulation Agreement* (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:

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I.
Background

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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 March 25, 2016, License No. 6743.

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2. On or about February 5, 2025, the Board received a Verified Complaint from patient [REDACTED] regarding issues with the dental care they received from [REDACTED] [REDACTED] alleging possible violations of NRS Chapter 631 and/or NAC Chapter 631.

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3. On or about February 6, 2025, via a *Notice of Complaint & Request for Records*, the Board notified Respondent of the Verified Complaint received from [REDACTED] The Authorized Complaint sought a response from Respondent, as well as the records of patient [REDACTED]

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2 4. On or about May 15, 2025, 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 assigned to review and make
5 preliminary findings and recommendations in this matter.

6 6. On July 17, 2025, the Verified Complaint, information, PSC Report, and
7 documentation described in Paragraph 4 were independently reviewed by the Nevada State Board
8 of Dental Examiner's Review Panel established pursuant to NRS 631.3635. The PSC did not
9 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 preponderance of evidence supports that the Respondent's treatment**
18 **was below the standard of care, to wit: 1) Respondent applied a bridge**
19 **on the same day as the tooth extraction without allowing for proper**
20 **healing time between procedure and fixture; 2) Respondent either**
21 **failed to implement or failed to document sufficient treatment**
22 **planning; and 3) Respondent failed to keep full and sufficient clinical**
23 **documentation in violation of record keeping principals.**

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

28 9. Respondent understands and acknowledges the following: (1) that the PSC's

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

8 10. For settlement purposes only, and not for any other purpose (including any
9 subsequent civil or administrative action), Respondent acknowledges that, even though
10 Respondent denies the findings of the Review Panel, if this matter were to proceed to a Board
11 hearing, a sufficient quantity and/or quality of evidence could be proffered to meet a
12 preponderance of the evidence standard of proof demonstrating that Respondent violated the
13 regulatory and/or statutory provisions noted above in Paragraph 7. Respondent's acceptance and
14 agreement of this Stipulation does not act as his admission of any wrongdoing or agreement with
15 the accuracy of the factual findings or opinions of the PSC or Review Panel.

16 **III.**
17 **Terms and Conditions**
18

19 11. Based upon the investigation conducted to date, the opinions of the PSE, and the
20 findings of the Review Panel contained in Paragraphs 7 and 8, and the acknowledgments of
21 Respondent contained in Paragraphs 9 and 10, the parties have agreed to resolve the above-
22 referenced investigation pursuant to the following terms and conditions:

23
24 **(a) In addition to completing the required continuing education necessary for**
25 **license renewal, Respondent agrees to obtain an additional eight (8) hours of**
26 **supplemental continuing education regarding fixed prosthetic treatment,**
27 **which must contain live in-person, hands-on instruction.**

28 Information, documents, and/or descriptions for the above-referenced supplemental

1 education must be submitted in writing to the Executive Director of the Board for
2 approval *prior* to attendance. Upon the receipt of the written request to attend the
3 supplemental education, the Executive Director of the Board shall notify
4 Respondent in writing whether the requested supplemental education is approved
5 for attendance. Respondent shall complete the required CE credits at a live CE
6 course(s) with a clinical hands-on component. The costs associated with this
7 supplemental education shall be paid by Respondent. All supplemental education
8 must be completed within six (6) months of the adoption of this Agreement by the
9 Board.

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

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

28 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 for purposes of fulfilling the obligations of this Stipulation does
not relieve them of the continuing education obligations required of a dental
licensee upon license renewal, including but not limited to the courses required by

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NRS 631.342, NAC 631.173, NAC 631.175 and/or AB 474.

This case is a companion to other cases still open with the Board. Respondent acknowledges that this continuing education requirement is *in addition to* the continuing education requirements that may be imposed in other cases, such that the course work for each set of CE requirements must be different from each other.

(b) Respondent agrees that, within sixty (60) days of adoption of this Stipulation Agreement by the Board, Respondent shall reimburse the Board of Two Thousand Three Hundred Forty-Three dollars and 00/100 cents (\$2,343.00), which is the total calculated costs and fees amount for the Board’s investigation and resolution process based on that date the Complaint was received. 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.

This case is a companion to other cases still open with the Board. Respondent acknowledges that this administrative fee is *in addition to* the administrative fees that may be due in the other cases, such that the fees for each set of fee requirements are different from each other and must be paid separately and cumulatively.

(c) Respondent agrees that, within sixty (60) days of adoption of this Stipulation Agreement by the Board, Respondent shall reimburse patient [REDACTED] the total out-of-pocket costs paid to Respondent by the patient as compensation for the services underling the Complaint, minus any amounts paid by insurance. Payment shall be made by check or money order in the patient’s name but submitted to the Nevada State Board of Dental Examiners at 2651 N. Green Valley Pkwy, Ste 104, Henderson, NV 89014 (who will acts as a mediary to get the reimbursement to the patient). The check must be accompanied by a patient payment ledger to show the full costs paid to the Respondent (and any insurance offsets is applicable). In the event part or all of this amount has already been reimbursed directly to the patient since the filing of the Complaint, Respondent can submit documented proof of same to reduce and/or eliminate the amount set forth in this requirement.

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.B and/or the patient reimbursement outlined in Paragraph 11.C), Respondent

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agrees that their 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.

If suspension results from not paying the required fees outlined in Paragraphs 11.B and/or 11.C, subsequent to the issuance of the Order of Suspension from the Board, 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) outlined in Paragraphs 11.B and 11.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 11.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.

This case is a companion to another cases still open with the Board, namely case number 6743-2105. Respondent acknowledges that this administrative fee is *in addition to* the administrative fee in the other cases, such that the fees for each set of fee requirements must be different from each other.

IV.
Consent

Respondent's Initials

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2 12. **Acknowledgement of Review of this Agreement.** Respondent acknowledges that
3 they have read all of the provisions contained in this Stipulation Agreement and agrees with them
4 in their entirety. They acknowledge that their counsel has fully discussed the terms and conditions
5 of this Stipulation with them to their satisfaction; however, they have not relied solely on counsel
6 to read and understand this Stipulation and have also read this Stipulation on their own.

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

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

28 15. **No Coercion or Duress.** Respondent acknowledges they are consenting to and has

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2 signed/initialed this Stipulation Agreement voluntarily, without coercion, duress, undue influence
3 or intimidation, and in the exercise of their own free will.

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

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

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

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

23 20. **Release From Liability.** In consideration of the execution of this Stipulation
24 Agreement, Respondent hereby releases and forever discharges the State of Nevada, the Board,
25 and each of their members, agents, investigators, panel members, employees and legal counsel in
26 their individual and representative capacities, from any and all manner of actions, causes of action,
27 suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law
28 or equity, that Respondent ever had, now has, may have, or claim to have against any or all of the

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2 persons or entities named in this section, arising out the investigation or complaint authorized as a
3 result of information received.

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

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

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

24 24. **Effect of Rejection of Agreement by Board.** Respondent acknowledges that, in
25 the event this Stipulation Agreement is rejected by the Board, the Board may take other and/or
26 further action as allowed by statute, regulation, and/or appropriate authority. In the event that this
27 Stipulation Agreement is not approved by the Board and this matter proceeds to a full Board
28 hearing, Respondent expressly waives any right to challenge the Board or its members appearing,

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2 considering and deciding the resolution of the Complaint at the full Board hearing based upon an
3 assertion of bias as a result of the Board having reviewed this Stipulation Agreement prior to
4 rejecting this Stipulation Agreement.

5 25. **Disciplinary Nature of this Stipulation Agreement and Reporting.** Respondent
6 acknowledges this Stipulation Agreement is disciplinary in nature, such that the Board is required
7 under federal laws to report this disciplinary violation and Stipulation Agreement to the National
8 Practitioner Data Bank in accordance with the rules governing such reporting requirements.

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

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

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24 DATED this 12 d Nov, 2025

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APPROVED AS TO FORM AND CONTENT

By *Lisa J. Zastrow*
Lisa J. Zastrow (Feb 11, 2026 14:04:46 CST) this 11th day of Feb, 2025.
Lisa J. Zastrow, Esq.
Attorney for Respondent

APPROVED AS TO FORM AND CONTENT

By *Andrea Barraclough* this 11th day of February, 2025.
Andrea Barraclough, Esq.
Nevada State Board of Dental Examiners
General Counsel

APPROVED AS TO FORM AND CONTENT

By *Lance J. Kim*
Lance J. Kim (Feb 12, 2026 08:54:18 PST) this 12 day of February, 2025.
Lance Kim, DDS
Review Panel Member

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BOARD ACTION

This *Disciplinary Stipulation Agreement* in the matter captioned as Nevada State Board of Dental Examiners vs [REDACTED] Case No. 6743-2523, 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

**ATTESTATION/DECLARATION OF THE EXECUTIVE DIRECTOR
AND GENERAL COUNSEL FOR
THE NEVADA STATE BOARD OF DENTAL EXAMINERS
(OWN MOTION INVESTIGATION INITIATION)**

In compliance with Nevada Administrative Code (NAC) Chapter 631 requirements, we,

- (1) Adam Higginbotham, Executive Director for the Nevada State Board of Dental Examiners (the Board); and
- (2) Andrea Barraclough, General Counsel for the Board,

hereby attest and declare based on personal knowledge and/or information and belief, that the following is true and accurate:

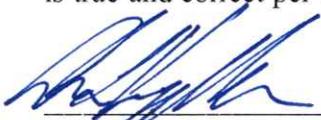
1. The Board received information that led both the Executive Director and General Counsel for the Board to conclude that a licensee may have engaged in conduct that is grounds for disciplinary action.

2. Based on this information, we submitted a written recommendation to the Board that the information received be further investigated. The written recommendation supplied by us to the Board included a list of allegations potentially constituting grounds for discipline and evidence supporting the veracity of the information. The written recommendation and all supporting documents had from them the personally identifying information of the subject of the allegations redacted.

3. We each attest that we are aware of the identity of the person who is the subject of the allegations and recommendation, but that we have not and will not disclose the identity of the proposed Respondent to either or both the screening consultant and/or the Review Panel. Any identifying information will be kept confidential until or unless a full Board hearing is requested and/or the allegations are resolved by a stipulated resolution agreement.

We each attests that, in reviewing the redacted Complaint, we had no knowledge of the identity of the person who was the subject of the complaint; we have not communicated with any person concerning the subject matter of the Complaint prior to our review; and we have not been unduly influenced in our decision concerning whether the Complaint establishes jurisdiction.

We each declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct per NRS 53.045.

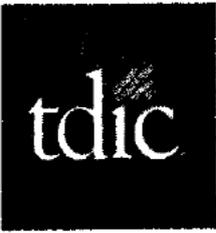


Adam Higginbotham
Executive Director, NSBDE

2/4/2026
Date 
Andrea Barraclough
General Counsel, NSBDE

2/3/2026
Date

** Civil malpractice case
* failure to disclose same on license renewal application*



November 13, 2024

Nevada State Board of Dental Examiners
Executive Director
2651 N. Green Valley Pkwy Ste. 104
Henderson, Nevada 89014

Re: Policy No.:	
Insured:	
Claimant:	
Date of Loss:	
Report Date:	
Date of Settlement:	
Venue:	Clark County District Court
Case No.:	A-23-865183

To Whom It May Concern:

This letter will serve to advise you of a settlement paid by TDIC on behalf of our insured, on November 12, 2024 in the amount of \$14,329.31.

Enclosed, please find a copy of the report that was submitted to the National Practitioner's Data Bank on November 13, 2024.

If you need any additional information regarding this case, please do not hesitate to contact me at 916.554-5341 or dina.martin@tdicins.com.

Sincerely,

Dina Martin
Claims Administrator

enclosure

Received

NOV 19 2024 *me*

NSBDE

The Dentists Insurance Company
1201 K Street, 17th Floor
Sacramento, CA 95814

800.733.0633
916.443.4468 fax
tdicinsurance.com



National Practitioner Data Bank
 Health Resources and Services Administration
 U.S. Department of Health and Human Services
 P.O. Box 10832
 Chantilly, VA 20153-0832
<https://www.npdb.hrsa.gov>

DCN: 5500000253899730
 Process Date: 11/13/2024
 Page: 1 of 3
 For authorized use by:
 THE DENTISTS INSURANCE COMPANY

THE DENTISTS INSURANCE COMPANY

MEDICAL MALPRACTICE PAYMENT REPORT

Date of Action: 11/12/2024

Initial Action

Basis for Initial Action

- JUDGMENT

- OTHER, SEE SECTION C. OF THE REPORT FOR DETAILS

A. REPORTING ENTITY

Entity Name: THE DENTISTS INSURANCE COMPANY
 Address: 1201 K ST FL 14
 City, State, Zip: SACRAMENTO, CA 95814
 Country:
 Name or Office: DINA MARTIN
 Title or Department: CLAIMS ADMINISTRATOR, CLAIMS DEPARTMENT
 Telephone: (800) 733-0634 Ext. 5341
 Entity Internal Report Reference: 020-02-008316
 Type of Report: INITIAL

B. SUBJECT IDENTIFICATION INFORMATION (INDIVIDUAL)

Subject Name:
 Other Name(s) Used:
 Gender:
 Date of Birth:
 Organization Name:
 Work Address:
 City, State, ZIP:
 Home Address:
 City, State, ZIP:
 Deceased: NO
 Social Security Numbers (SSN):
 National Provider Identifiers (NPI):
 Professional School(s) & Year(s) of Graduation:
 Occupation/Field of Licensure: DENTIST
 State License Number, State of Licensure:
 Specialty: GENERAL DENTISTRY (NO SPECIALTY)
 Drug Enforcement Administration (DEA) Numbers:
 Hospital Affiliation(s):

C. INFORMATION REPORTED

Date of Report: 11/13/2024
 Relationship of Entity to This Practitioner: INSURANCE COMPANY - PRIMARY INSURER
PAYMENTS BY THIS PAYER FOR THIS PRACTITIONER
 Amount of This Payment for This Practitioner: \$ 14,329.31
 Date of This Payment: 11/12/2024
 This Payment Represents: A SINGLE FINAL PAYMENT
 Total Amount Paid or to Be Paid by This Payer for This Practitioner: \$ 14,329.31
 Payment Result of: JUDGMENT
 Date of Judgment, if Any: 11/07/2024
 Adjudicative Body Case Number: A-23-865183



National Practitioner Data Bank
 Health Resources and Services Administration
 U.S. Department of Health and Human Services
 P.O. Box 10832
 Chantilly, VA 20153-0832
 https://www.npdb.hrsa.gov

DCN: 5500000253899730

Process Date: 11/13/2024

Page: 2 of 3

For authorized use by:

THE DENTISTS INSURANCE COMPANY

Adjudicative Body Name: DISTRICT COURT OF CLARK COUNTY NEVADA

Court File Number:

Description of Judgment and Any Conditions, Including Terms of Payment: Payment issued without admission of negligence.

PAYMENTS BY THIS PAYER FOR OTHER PRACTITIONERS IN THIS CASE

Total Amount Paid or to Be Paid by This Payer for All Practitioners in This Case: \$ 14,329.31

Number of Practitioners for Whom This Payer Has Paid or Will Pay in This Case: 1

PAYMENTS BY OTHERS FOR THIS PRACTITIONER

Did (or will) a State Guaranty or Excess Fund Make a Payment for This Practitioner in This Case?: NO

Amount Paid or Expected to Be Paid by the State Fund:

Did (or will) a Self-Insured Organization and/or Other Insurance Company Make a Payment for This Practitioner in This Case?: NO

Amount Paid or Expected to Be Paid by Self-Insured Organization(s) and/or Other Insurance Company/Companies:

CLASSIFICATION OF ACT(S) OR OMISSION(S)

Patient's Age at Time of Initial Event: 64 YEARS

Patient's Gender: MALE

Patient's Type: OUTPATIENT

Description of the Medical Condition With Which the Patient Presented for Treatment: Patient presents for implant placement.

Description of the Procedure Performed: Implants were placed.

Nature of Allegation: OTHER MISCELLANEOUS (090)

Specific Allegation: ALLEGATION - NOT OTHERWISE CLASSIFIED, SPECIFY (999)

Other Specific Allegations: PT ALLEGES BREACH OF CONTRACT AND UNAUTHORIZED USE OF PHOTO

Date of Event Associated With Allegation or Incident: 02/24/2020

Outcome: INSIGNIFICANT INJURY (02)

Description of the Allegations and Injuries or Illnesses Upon Which the Action or Claim Was Based: Patient alleges breach of contract and unauthorized use of photo.

D. SUBJECT STATEMENT

If the subject identified in Section B of this report has submitted a statement, it appears in this section.

E. REPORT STATUS

Unless a box below is checked, the subject of this report identified in Section B has not contested this report.

This report has been disputed by the subject identified in Section B.

At the request of the subject identified in Section B, this report is being reviewed by the Secretary of the U.S. Department of Health and Human Services to determine its accuracy and/or whether it complies with reporting requirements. No decision has been reached.

At the request of the subject identified in Section B, this report was reviewed by the Secretary of the U.S. Department of Health and Human Services and a decision was reached. The subject has requested that the Secretary reconsider the original decision.

CONFIDENTIAL DOCUMENT - FOR AUTHORIZED USE ONLY



National Practitioner Data Bank
Health Resources and Services Administration
U.S. Department of Health and Human Services
P.O. Box 10832
Chantilly, VA 20153-0832
<https://www.npdb.hrsa.gov>

DCN: 5500000253899730
Process Date: 11/13/2024
Page: 3 of 3

For authorized use by:
THE DENTISTS INSURANCE COMPANY

At the request of the subject identified in Section B, this report was reviewed by the Secretary of the U.S. Department of Health and Human Services. The Secretary's decision is shown below:

Date of Original Submission: 11/13/2024
Date of Most Recent Change: 11/13/2024

**F. SUPPLEMENTAL
SUBJECT
INFORMATION ON
FILE WITH DATA
BANK**

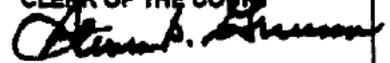
The following information was not provided by the reporting entity identified in Section A of this report. The information was submitted to the Data Bank from other sources and is intended to supplement the information contained in this report.

Social Security Numbers (SSN): ***-**-8928
National Provider Identifiers (NPI): 1386762201

This report is maintained under the provisions of: Title IV

The information contained in this report is maintained by the National Practitioner Data Bank for restricted use under the provisions of Title IV of Public Law 99-660, as amended, and 45 CFR Part 60. All information is confidential and may be used only for the purpose for which it was disclosed. Disclosure or use of confidential information for other purposes is a violation of federal law. For additional information or clarification, contact the reporting entity identified in Section A.

END OF REPORT



1 COMPL
2 Darwin Summers
3 PLAINTIFF IN PROPER PERSON
4 8951 Sedgewick Ct.
5 Sacramento, California 95624
6 (916) 320-4674
7 darwinsummers757@gmail.com

CASE NO: A-23-865183-C
Department 29

DISTRICT COURT
CLARK COUNTY, NEVADA

8 )
9 Plaintiff,
10 vs.)
11 )
12 Defendants.

Case No.:

Dept. No.:

13
14 **COMPLAINT FOR BREACH OF CONTRACT AND**
15 **UNAUTHORIZED RELEASE OF PATIENT'S INFORMATION AND PHOTO**

16 Plaintiff, , In Proper Person, complains against Defendants, 

17  inclusive as follows:

18
19 **I. PARTIES**

- 20 1. Plaintiff,  is an individual who is currently, and was at all relevant times
21 herein, a resident of the State of California, City of Sacramento.
22 2. Defendants,  DDS is a dentist in the City of
23 Las Vegas, State of Nevada.
24 3. All the acts and/or failures to act alleged herein were duly performed by and/or are
25 attributable to Defendants, individually or acting by and through their agents and employees. Said acts
26 and/or failures to act were within the scope of any agency or employment, or were ratified by
27 Defendants.
28 4. The names and capacities, whether individual, corporate, associate or otherwise, of

1 Defendants and/or their alter egos sued herein are presently unknown, and Plaintiffs will amend this
2 Complaint to insert the name(s) when ascertained.

3
4 **II. FACTS**

5 5. Plaintiff is a client of [REDACTED] specifically [REDACTED] DDS.
6 6. Defendant [REDACTED] DDS works as a dentist at [REDACTED] located
7 at [REDACTED].

8 7. On or about June 8, 2020, Plaintiff and Defendants for a valuable consideration entered
9 into a contract in writing to get full mouth implants, wherein and whereby Defendants agree to do the
10 service.

11 8. Plaintiff have duly performed all the conditions of such contract on his part.

12 9. Defendants have failed to perform the conditions of the contract by placing Plaintiff's
13 photo in the Las Vegas Review Journal for the use of profit from Plaintiff, for which he did not
14 authorized the release of Plaintiff's photographs and/or videos, and he specifically marked the box that
15 reads: "**Check here if you do not want your full-face shot used for any of the above purposes**"
16 (See attached Exhibit "A"). Plaintiff have been injured as a result of Defendant's willful and/or
17 malicious conduct.

18 10. About 6 months later after the dental procedure was performed, Plaintiff did a follow-up
19 visit, X-Rays were taken, and they discovered an extra unnecessary pin incrusted on Plaintiff's gums,
20 and regardless, they decided to leave the pin on his mouth and not to remove it. Enclosed find a
21 written Statement from Plaintiff about this fact (See Attached Exhibit "B").

22
23 **"The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a Federal**
24 **Law that required the creation of national standards to protect sensitive patient health information**
25 **from being disclosed without the patient's consent or knowledge".**

26 HIPAA violations that occur:

- 27 1. Sharing your information for marketing purposes.
28 2. Sharing a photograph of any form without written consent from a patient.

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- 3. Unauthorized release of information.
- 4. Criminal HIPAA violation includes theft of patient's information for financial gain and wrongful disclosure with attempt to cause harm that compromises the security or privacy of the protected health information.
- 5. Invasion of privacy or breach of doctor's patients confidentiality.
- 6. Posting of any photographs without patient authorization on social media.

11. By reason of the foregoing facts, the sum due and owing to Plaintiff, plus interest, profits and any future attorney fees and costs, are in an amount that is currently unknown, but is believed to be in excess of Two Hundred and Fifty Thousand Dollars (\$250,000.00).

III. CLAIMS FOR RELIEF

A. Breach of Contract

- 12. Plaintiff and Defendants entered into a valid agreement as set forth above.
- 13. As a result of Defendant's negligence, Plaintiff sustained damages in an amount in excess of \$250,000.00.

B. Negligence

- 14. Plaintiff suffered pain and suffering due to Defendants negligent acts.
- 15. Defendants breached their duties and obligations as set forth above.
- 16. Defendants caused damaged to Plaintiff as set forth above.
- 17. Plaintiff damages are in excess of \$250,000.00.

III. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray and demands judgment as follows:

- A. That Defendants owe Plaintiff for **Complaint for Breach of Contract and unauthorized**

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- release of patient's information and photo, be found to be \$250,000.00; and
- B. That Plaintiff be awarded any future attorney's fees and costs; and
- C. For pain and suffering, and other damages in excess of \$250,000.00; and
- D. For such other relief as the Court deems just and proper.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED THIS 3rd day of February, 2023.

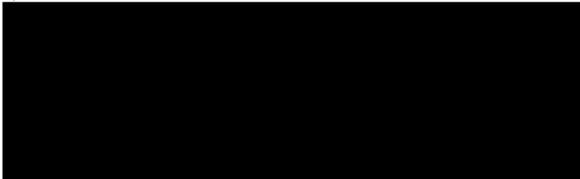


1 STATE OF NEVADA)
2 COUNTY OF CLARK) ss.

3 **VERIFICATION**

4 [REDACTED] being first duly sworn, deposes and says:

5 That she is the Plaintiff in the above-entitled action; that he has read the foregoing
6 **COMPLAINT FOR BREACH OF CONTRACT AND UNAUTHORIZED RELEASE OF**
7 **PATIENT INFORMATION AND PHOTO**, and knows the contents thereof and that the same is
8 true of his own knowledge except as to those matters therein stated on information and belief, and as
9 to those matters he believes them to be true.



10
11
12 **SUBSCRIBED and SWORN** to before

13
14 me this 3rd day of February, 2023

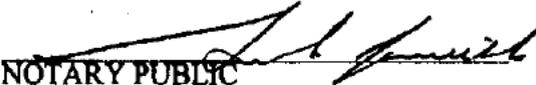
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17 **NOTARY PUBLIC**

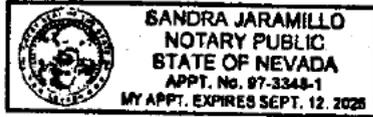


18 **ACKNOWLEDGMENT**

19 On this 3rd day of February, 2023, personally appeared before me, a Notary Public, in
20 and for the State of Nevada, County of Clark, Darwin Summers, known to me to be the person
21 described in and who executed the foregoing instrument, **COMPLAINT FOR BREACH OF**
22 **CONTRACT AND UNAUTHORIZED RELEASE OF PATIENT INFORMATION AND**
23 **PHOTO**, who acknowledged to me that he executed the same freely and voluntarily and for the same
24 uses and purposes therein mentioned.

25 Witness my hand and official seal the day and year in this certificate first written above.

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NOTARY PUBLIC



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Exhibit "A"

All Bright Dental Treatment Checklist

- Office
- X-Ray / Bit / Panor
- Molds & Photo's
- Site appointment 2 weeks (Circle One) YES NO
- Tty in appointment 2 weeks (Circle One) YES NO
- Consent Forms Signed by Patient & TC
- Consent to Start Tx
- General Dentistry Informed Consent
- Implant Consent
- IV Sedation (if applicable)
- Model Release (if applicable)
- [Redacted]
- Tx Plan signed by Patient (all financial notes written on Tx Plan)
- Post Op Perio
- Implant Post Op
- Soft Food Diet Post Op
- Pre Op Sedation
- Prescriptions Codes/Days Signed by Dr
- [Redacted]
- Amoxicillin or Clindamycin
- Peridex Rinse
- Ibuprofen
- Tylenol 3 X
- [Redacted]
- [Redacted] YES NO
- Financing
- Loan Company Circle One
- [Redacted] Proceed Care Credit Lending Club United Med
- General Financial Loan Application signed
- Loan document printed and signed by Applicant
- GreenSky Auth form signed by applicant
- Proceed scanned and uploaded into Site
- Lending Club emailed

Scheduled: Write dates on Med List when patient needs to begin taking Meds
Bile Scheduled: _____
Surgery Scheduled: 10/11/2020 9 AM
Crown P.D. scheduled: _____

Hydroflosser
Approved by Patient: [Signature]
[Redacted] KAWAID



LAS VEGAS REVIEW-JOURNAL

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LAS VEGAS REVIEW-JOURNAL

www.reviewjournal.com

SPORTS

REPORT

FRIDAY

Trustees oust Jara



Superintendents pact ended by 1-3 vote

Las Vegas school trustees voted 1-3 Tuesday to oust Superintendent Jara from his position.

READS

MANAGEMENT IN PLAY
Trustees voted to oust Jara...

SPORTS
Las Vegas Raiders...

LOCAL NEWS
City Council...

REGIONAL
Nevada...

NATION
U.S....

OPINION
Editorial...

CLASSIFIED
Real Estate...

REVIEW JOURNAL
Subscription...

FRIDAY
October 10, 2008

Where did the fans go?



The Las Vegas Raiders have a new stadium, but where are the fans? The team's attendance has been low since the stadium opened.

\$1.75 trillion deal reached for package

A \$1.75 trillion deal has been reached for a package of stimulus funds, according to reports.

FRIDAYS & SATURDAYS • OCTOBER • 7 PM



5 ways doctors violate HIPAA regulations without knowing it

Doctors are often the most trusted people in our society. They are the ones who help us when we are sick and in pain. But what if they are also the ones who are most likely to violate HIPAA regulations? In this article, we will explore five ways that doctors can violate HIPAA regulations without even realizing it.

#1 Texting patient information

Texting patient information is one of the most common ways that doctors violate HIPAA regulations. Many doctors use their personal cell phones to text their patients. This is a problem because if the phone is lost or stolen, the patient's information could be accessed by anyone who finds it. Even if the phone is not lost, it is still possible for someone to access the phone's messages without the doctor's knowledge.



#2 Breaches in social situations

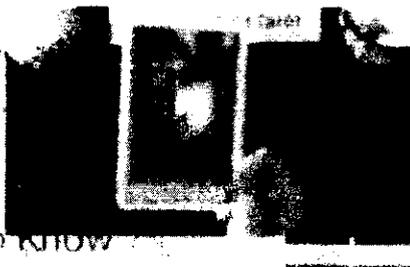
Doctors often have a lot of social interactions with their patients. This can be a good thing, but it can also be a problem if the doctor is not careful about what they say in social situations. For example, a doctor might talk about a patient's condition in a public place, like a restaurant or a bar. This could be a HIPAA violation if the patient's information is overheard by someone who is not supposed to have access to it.

#3 Using home computers to access patient information

Many doctors use their home computers to access patient information. This is a problem because if the computer is not secure, the patient's information could be accessed by anyone who has access to the computer.

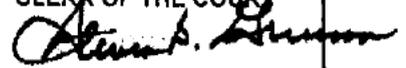
People also view

Everything You Need to Know



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Exhibit "B"



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STVER

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

[Redacted Name]

Plaintiff,

v.

[Redacted Name]

Defendants.

Case No. A-23-865183-C
Dept. 29

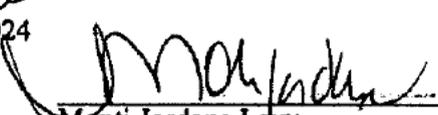
VERDICT FOR PLAINTIFF

The Court in the above-entitled action, finds in favor of Plaintiff Darwin Summers and assesses the total amount of the Plaintiff's damages as follows:

General Damages

\$ 12,000

Dated this 27th day of September, 2024


Monti Jordana Levy
Pro Tempore Judge

Almond Simon
CLERK OF THE COURT

1 **STJUDG**
2 **JOHN J. SILLIS (#4749)**
3 **ZARO & SILLIS**
4 3620 American River Drive, Suite 130
5 Sacramento, CA 95864
6 Telephone: (916) 442-4840
7 Facsimile: (916) 442-2625

8 **ANTHONY D. LAURIA (#4114)**
9 **LAURIA TOKUNAGA GATES & LINN, LLP**
10 601 South Seventh Street
11 Las Vegas, NV 89101
12 Telephone: (702) 387-8633
13 Facsimile: (702) 387-8635

14 Attorneys for Defendants [REDACTED]

15 **EIGHTH JUDICIAL DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 [REDACTED]

18 Plaintiff,

19 v.

20 [REDACTED]

21 Defendants.

22 Case No. A-23-865183-C
23 Dept. 29

24 **JUDGMENT ON DECISION BY THE COURT - SHORT TRIAL PROGRAM**

25 WHEREAS, the above entitled matter having come on for trial on the 27th day of
26 September, 2024, before the Court, Honorable Monti Jordana Levy, Short Trial Judge, presiding,
27 and having been concluded and submitted thereafter; Plaintiff [REDACTED] appearing In Pro
28 Per, and John J. Sillis, appearing as counsel for the Defendants, and the Court having heard and
considered the testimony, evidence, proof and arguments offered by the respective parties and the
cause then having been submitted to the Court for decision, the Court being fully advised in the

1 premises; and having duly rendered its decision, in favor of the Plaintiff above-named, and against
2 the Defendants above-named, did hereby award \$12,000.00.

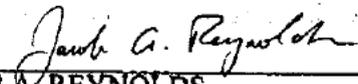
3 IT IS HEREBY ORDERED AND ADJUDGED,

4 That the Plaintiff recover of the Defendants the sum of \$12,000.00, with interest thereon at
5 the rate of 10.5 % as provided by law, and his costs of action in the amount of \$2,329.31.

6 DATED this 8th day of November, 2024.

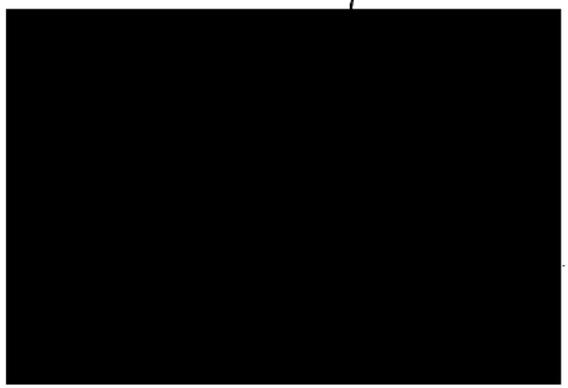
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8 
9 HONORABLE MONTI JORDANA LEVY
SHORT TRIAL JUDGE

10 ~~DATED this _____ day of November, 2024~~ Dated this 12th day of November, 2024

11
12 
13 JACOB A. REYNOLDS
14 DISTRICT COURT JUDGE
FDF CB5 F52B 314F
Jacob A. Reynolds
District Court Judge

15 Submitted and approved by:

16
17 by 
18 JOHN J. SILLIS, ESQ.
19 ZARO & SILLIS
20 Nevada Bar No. 4749
21 3620 American River Dr., Suite 130
22 Sacramento, CA 95864
23 (916) 442-4480
jsillis@zaroandsillis.com
Attorney for Defendants



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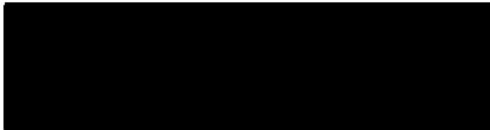
CERTIFICATE OF SERVICE

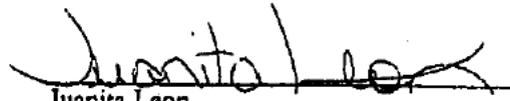
Pursuant to N.R.C.P. 5(b), I certify that I am an employee of Zaro & Sillis, and that on this 6th day of November 2024, I served a true and correct copy of the foregoing

JUDGMENT ON DECISION BY THE COURT - SHORT TRIAL PROGRAM:

- By placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepared in Sacramento, California; and/or
- By mandatory electronic service (e-service), proof of e-service attached to any copy filed with the Court; and/or
- By facsimile, pursuant to EDCR 7.26 (as amended); and/or
- By personal service

as follows:




Juanita Leon,
An employee of Zaro & Sillis

Dental License Renewal

Application Instructions

RENEWAL OF YOUR NEVADA DENTAL LICENSE IS COMPLETE UPON THE BOARD'S PHYSICAL RECEIPT OF ALL REQUIRED INFORMATION NO LATER THAN JUNE 30, 2023.

Renewal Type

Please confirm the status that you are renewing before moving to the next section.

- Active
- Inactive
- Retired
- Disabled

Personal Information

First Name : [REDACTED]

Middle (initial only) : [REDACTED]

Last Name : [REDACTED]

License # : [REDACTED]

Office Address :

Add Office Address

Name	Address Type	Street Line 1	City	State	Zip	Phone	Actions
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Home Address :

Military Address

Street : [REDACTED]

Country : United States

City : [REDACTED] State : Nevada Zip : [REDACTED]

Cell Phone : [REDACTED] Home Phone : [REDACTED]

Email Address : [REDACTED] Fax : (XXX) XXX-XXXX

Select if the Home Address is your mailing address

I hereby give my consent to the Nevada State Board of Dental Examiners to use SMS messaging to send me notifications via text message.

Nevada Business License Information - Check appropriate answer

- I DO NOT have a Nevada Business license number.
- I HAVE APPLIED for a Nevada Business License with the Nevada Secretary of State in Compliance with provisions of NRS Chapter 76 and my application is pending.
- I have a Nevada Business License number assigned by the Secretary of State in compliance with the provisions of NRS Chapter 76.

Add Nevada Business License Information

Name of Business	Business License #	Street	City	Actions
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The Board cannot determine whether you require a Nevada business license. Information about Nevada business licenses can be obtained at: <https://www.nvsnilverlume.gov/home>

Military Service Information

Have you ever served in the military :

Yes No

Have you ever served on active duty in the Armed Forces of the United States and separated from such service under conditions other than dishonorable? :

Yes No

Have you ever been assigned to duty for a minimum of 6 continuous years in the National Guard or a reserve component of the Armed Forces of the United States and separated from such service under conditions other than dishonorable? :

Yes No

Have you ever served the Commissioned Corps of the United States Public Health Service or the Commissioned Corps of the National Oceanic and Atmospheric Administration of the United States in the capacity of a commissioned officer while on active duty in defense of the United States and separated from such service under conditions other than dishonorable? :

Yes No

CPR Certification

New CPR Dates :

Begin: MM/YYYY

End: MM/YYYY

- By selecting this box, I hereby affirm and attest that I have inserted valid dates of CPR certification on this form for a course taken with an actual administration demonstration by me that was not completed online. I understand that all certifications for CPR issued by certified instructors must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177.

Dental Auxiliaries

Do you employ dental auxiliaries? If yes, Please answer question (a)

Yes No

(a) I certify that each person listed below, is so employed as a dental auxiliary.

Add Dental Auxiliary

Employee Name	Type of Auxiliary	Date Began Assisting	Date End Assisting	Actions
	Dental Assistants	12/13/2018		
	Dental Assistants	06/03/2019		
	Dental Assistants	03/08/2022		

- By selecting this box, I attest that each such employee has received:
- (1) Adequate instruction concerning radiographic procedures and is qualified to operate radiographic equipment as required pursuant to subsection 3 of NAC 459.552;
 - (2) Training in CPR at least every 2 years while so employed;
 - (3) A minimum of 4 hours of continuing education in infection control every 2 years while so employed; and
 - (4) Before beginning such employment, a copy of chapter 831 of NAC and chapter 631 of NRS in paper or electronic format.

ANESTHESIA RENEWAL: Only Applicable to Current Permit Holders

By not checking the "Renew Yes?" checkbox this permit will expire July 1st pursuant to NRS 631.330.

FOR EACH PERMIT ISSUED – Each Administrator Permit and Site Permit are \$200 each (biennial).

Administrator Permit - Select permit (\$200 each):

Renew	Permit Type	New ACLS From Date	New ACLS To Date	New PALS From Date	New PALS To Date	Current Permit Number
<input checked="" type="radio"/> Yes	Moderate Sedation Administering Permit (13 years of age & older)	03/26/2023	03/26/2025	MM/DD/YYYY	MM/DD/YYYY	MS244

- I attest that I have completed the required completion of a 3-hour continuing education every 2 years related to anesthesia or sedation - applicable to the type of permit you hold pursuant to NAC 631.2256. I understand that all continuing education certificates of completion issued by recognized providers must be maintained for a minimum of three years and be audited by the Board pursuant to NAC 631.177.

Site Permits

By not checking the "Renew Yes?" checkbox this permit will expire July 1st pursuant to NRS 631.330.

Site Permits – Select permit number you wish to renew (\$200 each):

Renew	Current Site Permit #	Site Address
<input checked="" type="radio"/> Yes <input type="radio"/> No	SPMS206	

Verification

I hereby certify the following to the Nevada State Board of Dental Examiners for the period of July 1, 2020 - June 30, 2023:

- 1. Have you had any claims or complaints of malpractice filed against you, felony or misdemeanor convictions or the suspension, revocation or probation of a license issued by this agency or another licensing jurisdiction during the period of July 1, 2021 - June 30, 2023. Yes No
- 2. Are you subject to court order for the support of one or more children (i.e. do you have a child support order)? Yes No
- 3. Have you complied with the provisions of NRS 631 and NAC 631 (NV Governing Laws)? Yes No
- 4. Do you have any addictions which would impair your practice of dentistry/dental hygiene pursuant to NRS 631 and NAC 631? Yes No
- 5. Do you utilize laser radiation in the performance of your practice of dentistry/dental hygiene? Yes No
 - a. Have you submitted appropriate certification to the Board pursuant to NAC 631.033 and NAC 631.035? Yes No
- 6. Do you inject neuromodulator that is derived from clostridium botulinum, dermal and soft issue fillers to your patients? Yes No
- 7. I attest by checking "Yes", I am aware of the mandatory requirement to report child abuse and neglect in accordance with the laws of the State of Nevada. Yes No
- 8. Do you have a valid controlled substance permit with the Nevada State Board of Pharmacy? Yes No
 - a. Have you conducted a minimum of one self-query annually: Yes No

1st Annual Report date : 06/01/2023

2nd Annual Report date : 06/13/2023

DEA Number : BMS146508

- b. By selecting this box, I hereby affirm and attest that I have completed the required 2 hours of continuing education with a recognized provider for the abuse and misuse of controlled substances. I understand that all continuing education certificates of completion issued by recognized providers must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177.

Continuing Education

Refer to NAC 631.175 for CE requirements for the licensure period of July 1, 2021-June 30, 2023. Please list all continuing education certificates of completion issued by recognized providers. All certificates must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177.

- By selecting this box, I hereby affirm and attest that I have completed the required hours of continuing education with recognized providers. I understand that all continuing education certificates of completion issued by recognized providers must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177. In addition to the required CE hours, pursuant to NRS 631.342, I affirm that I have fulfilled a mandated four (4) hour continuing education course in "terrorism" to be completed within two (2) years after receiving licensure in this state.

Acknowledgement and Declaration

- By Selecting this box, I hereby affirm and attest, that I have answered the above questions truthfully, accurately, and by me personally, the licensee so named on this form and so stating, under penalties of perjury, that all answers provided herein are provided willfully. I further state that I authorize and empower the Nevada State Board of Dental Examiners or its agents, staff, or appointed authority to contact any person, firm, service, agency, entity, or the like to obtain information deemed necessary or desirable by the Board to verify any information contained in my license renewal application and verification.

Signature : Saeid Mohtashami

Date Of Application : 06/13/2023

Fee Detail(s)

The fees for license renewal are NON REFUNDABLE. Please ensure the accuracy of your information.

Description	Fee Type	Fee
Renewal Period from 7/1/2023 to 6/30/2025	License Renewal Fee	\$600.00
	Administrator Permit Fee- Moderate Sedation	\$200.00
	Administering Permit (13 years of age & older) - MS244	
	Site Permit Fee - Moderate Sedation Site Permit (13 years of age & older) - SPMS206	\$200.00
	Total :	\$1,000.00

Save and Proceed to Payment

Fee and Payment

Payment Method : Credit / Debit Card

Application Fees : 600

Administrator Permit Fee - Moderate Sedation
Administering Permit (13 years of age & older) - MS244

Site Permit Fee - Moderate Sedation Site Permit (13
years of age & older) - SPMS206

Total Fees : 1,000.00

Reference Number : 44151252036

InvoiceDate : 06/13/2023

Paid

Pay & Submit

Dental License Renewal

Application Instructions

RENEWAL OF YOUR NEVADA DENTAL LICENSE IS COMPLETE UPON THE BOARD'S PHYSICAL RECEIPT OF ALL REQUIRED INFORMATION NO LATER THAN JUNE 30, 2024.

Renewal Type

Please confirm the status that you are renewing before moving to the next section.

- Active
- Inactive
- Retired
- Disabled

Personal Information

First Name :

Middle (initial only) :

License # :

Last Name :

License Expiration Date : 06/30/2027

Office Address :

Add Office Address

Name	Address Type	Street Line 1	City	State	Zip	Phone	Actions

Home Address :

Military Address :

Street :

Country :

City :

Cell Phone :

Email Address :

State : California

Zip :

Home Phone : (XXX) XXX-XXXX

Fax : (XXX) XXX-XXXX

Select if the Home Address is your mailing address

Key: CPR 12345

I hereby give my consent to the Nevada State Board of Dental Examiners to use SMS messaging to send me notifications via text message.

Nevada Business License Information - Check appropriate answer

- I DO NOT have a Nevada Business license number.
- I HAVE APPLIED for a Nevada Business License with the Nevada Secretary of State in Compliance with provisions of NRS Chapter 76 and my application is pending.
- I have a Nevada Business License number assigned by the Secretary of State in compliance with the provisions of NRS Chapter 76.

Add Nevada Business License Information

Name of Business	Business License #	Street	City	Actions

The Board cannot determine whether you require a Nevada business license. Information about Nevada business licenses can be obtained at: <https://www.nvsilverflume.gov/home>

CPR Certification

New CPR Dates :

Begin : MM/YY-YY

End : MM/YY-YY

By selecting this box, I hereby affirm and attest that I have inserted valid dates of CPR certification on this form for a course taken with an actual administration demonstration by me that was not completed online. I understand that all certifications for CPR issued by certified instructors must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177.

Continuing Education

NRS 631.342 requires all licensees fulfill a mandated four (4) hour continuing education course in "terrorism" to be completed within two (2) years after receiving licensure in this state. The state mandated course is in addition to your required CE hours. If certificate is not on file with the Board, you must provide a copy of the certificate of attendance to receive credit for this "terrorism" course.

By selecting this box, I hereby affirm and attest that I have completed the required hours of continuing education with recognized providers. I understand that all continuing education certificates of completion issued by recognized providers must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177. In addition to the required CE hours, pursuant to NRS 631.342, I affirm that I have fulfilled a mandated four (4) hour continuing education course in "terrorism" to be completed within two (2) years after receiving licensure in this state.

Dental Auxiliaries

Do you employ dental auxiliaries (Dental Assistants, Dental Hygienist, Radiographic Techs and/or Sterilization Personnel)? If yes, Please answer question (a) Yes No

(a) I certify that each person listed below, is so employed as a dental auxiliary.

Add Dental Auxiliary

Employee Name	Type of Auxiliary	Date Began Assisting	Date End Assisting	Actions
	Dental Assistants	12/13/2018		
	Dental Assistants	03/08/2022		
	Dental Assistants	08/19/2024		
	Dental Assistants	05/12/2025		

By selecting this box, I attest that each such employee has received:

- (1) Adequate instruction concerning radiographic procedures and is qualified to operate radiographic equipment as required pursuant to subsection 3 of NAC 459.552;
- (2) Training in CPR at least every 2 years while so employed;
- (3) A minimum of 4 hours of continuing education in infection control every 2 years while so employed; and
- (4) Before beginning such employment, a copy of chapter 631 of NAC and chapter 631 of NRS in paper or electronic format.

ANESTHESIA RENEWAL: Only Applicable to Current Permit Holders

By not checking the "Renew Yes?" checkbox this permit will expire July 1st pursuant to NRS 631.330.

FOR EACH PERMIT ISSUED - Each Administrator Permit and Site Permit are \$200 each (biennial).

Administrator Permit - Select permit (\$200 each):

Renew	Permit Type	New ACLS From Date	New ACLS To Date	New PALS From Date	New PALS To Date	Current Permit Number
<input checked="" type="radio"/> Yes	Moderate Sedation Administering Permit (13 years of age & older)	01/23/2025	01/23/2027	MM/DD/YYYY	MM/DD/YYYY	MS244
<input type="radio"/> No						

I attest that I have completed the required completion of a 3-hour continuing education every 2 years related to anesthesia or sedation - applicable to the type of permit you hold pursuant to NAC 631.2256. I understand that all continuing education certificates of completion issued by recognized providers must be maintained for a minimum of three years and be audited by the Board pursuant to NAC 631.177.

Site Permits

By not checking the "Renew Yes?" checkbox this permit will expire July 1st pursuant to NRS 631.330.

Site Permits - Select permit number you wish to renew (\$200 each):

Renew	Current Site Permit #	Site Address
<input checked="" type="radio"/> Yes <input type="radio"/> No	SPG587- AA	
<input checked="" type="radio"/> Yes <input type="radio"/> No	SPMS206	

Affidavit

I hereby certify the following to the Nevada State Board of Dental Examiners for the period of July 1, 2023 - June 30, 2025:

- 1. Have you had any claims or complaints of malpractice filed against you, felony or misdemeanor convictions or the suspension, revocation or probation of a license issued by this agency or another licensing jurisdiction during the period of July 1, 2023, to June 30, 2025. Yes No
- 2. Are you subject to court order for the support of one or more children (i.e. do you have a child support order)? Yes No
- 3. Have you complied with the provisions of NRS 631 and NAC 631 (Nevada Governing Laws)? Yes No
- 4. Do you have any addictions which would impair your practice of dentistry pursuant to NRS 631 and NAC 631? Yes No
- 5. Do you utilize laser radiation in the performance of your practice of dentistry? Yes No
 - a. Have you submitted appropriate certification to the Board pursuant to NAC 631.033 and NAC 631.035? Yes No
- 6. Do you inject neuromodulator that is derived from clostridium botulinum, dermal and soft tissue fillers to your patients? Yes No
- 7. I attest by checking "Yes", I am aware of the mandatory requirement to report child abuse and neglect in accordance with the laws of the State of Nevada. Yes No
- 8. I attest by checking "Yes", I will self-report any anomaly occurrence during the practice of dentistry. Yes No
- 9. Do you have a valid controlled substance permit with the Nevada State Board of Pharmacy? Yes No
 - a. Have you conducted a minimum of one self-query annually: Yes No
 - 1st Annual Report date : 07/10/2023
 - DEA Number : BM5146508
 - b. By selecting this box, I hereby affirm and attest that I have completed the required 2 hours of continuing education with a recognized provider for the abuse and misuse of controlled substances. I understand that all continuing education certificates of completion issued by recognized providers must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177.

Acknowledgement and Declaration

By Selecting this box, I hereby affirm and attest, that I have answered the above questions truthfully, accurately, and by me personally, the licensee so named on this form and so stating, under penalties of perjury, that all answers provided herein are provided willfully. I further state that I authorize and empower the Nevada State Board of Dental Examiners or its agents, staff, or appointed authority to contact any person, firm, service, agency, entity, or the like to obtain information deemed necessary or desirable by the Board to verify any information contained in my license renewal application and verification.

Signature : Saeid Mohtashami

Date Of Application : 06/24/2025

Fee Detail(s)

The fees for license renewal are NON REFUNDABLE. Please ensure the accuracy of your information.

Description	Fee Type	Fee
Renewal Period from 7/1/2025 to 6/30/2027	License Renewal Fee	\$600.00
	Administrator Permit Fee- Moderate Sedation	\$200.00
	Administering Permit (13 years of age & older) - MS244	
	Site Permit Fee - General Anesthesia Site Permit (all ages) - SPG587- AA	\$200.00
	Site Permit Fee - Moderate Sedation Site Permit (13 years of age & older) - SPMS206	\$200.00
	Total :	\$1,200.00

Save and Proceed to Payment

Fee and Payment

Payment Method : Credit / Debit Card

Application Fees : 600

Administrator Permit Fee - Moderate Sedation
Administering Permit (13 years of age & older) - MS244 200

Site Permit Fee - General Anesthesia Site Permit (all
ages) - SPG587- AA 200

Site Permit Fee - Moderate Sedation Site Permit (13
years of age & older) - SPMS206 200

Total Fees : 1,200.00

Reference Number : 81096920546

InvoiceDate : 06/24/2025

Paid

Pay & Submit

**ATTESTATION/DECLARATION OF THE EXECUTIVE DIRECTOR
AND GENERAL COUNSEL FOR
THE NEVADA STATE BOARD OF DENTAL EXAMINERS
(OWN MOTION INVESTIGATION INITIATION)**

In compliance with Nevada Administrative Code (NAC) Chapter 631 requirements, we,

- (1) Adam Higginbotham, Executive Director for the Nevada State Board of Dental Examiners (the Board); and
- (2) Andrea Barraclough, General Counsel for the Board,

hereby attest and declare based on personal knowledge and/or information and belief, that the following is true and accurate, regarding information received on NIA related to licensee with initials M.M. : license audit

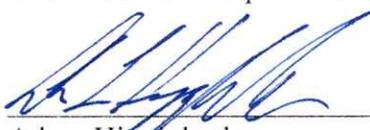
1. The Board received information that led both the Executive Director and General Counsel for the Board to conclude that a licensee may have engaged in conduct that is grounds for disciplinary action.

2. Based on this information, we submitted a written recommendation to the Board that the information received be further investigated. The written recommendation supplied by us to the Board included a list of allegations potentially constituting grounds for discipline and evidence supporting the veracity of the information. The written recommendation and all supporting documents had from them the personally identifying information of the subject of the allegations redacted.

3. We each attest that we are aware of the identity of the person who is the subject of the allegations and recommendation, but that we have not and will not disclose the identity of the proposed Respondent to either or both the screening consultant and/or the Review Panel. Any identifying information will be kept confidential until or unless a full Board hearing is requested and/or the allegations are resolved by a stipulated resolution agreement.

We each attests that, in reviewing the redacted Complaint, we had no knowledge of the identity of the person who was the subject of the complaint; we have not communicated with any person concerning the subject matter of the Complaint prior to our review; and we have not been unduly influenced in our decision concerning whether the Complaint establishes jurisdiction.

We each declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct per NRS 53.045.



Adam Higginbotham
Executive Director, NSBDE

2/5/26
Date

 2/5/2020

Andrea Barraclough
General Counsel, NSBDE

2/5/2020
Date

* civil malpractice case

* failure to disclose same on license renewal application



Received
APR 26 2025
NSBDE *W*

April 22, 2025

Nevada State Board of Dental Examiners
Executive Director
2651 N. Green Valley Pkwy Ste. 104
Henderson, Nevada 89014

Re: Policy No.: 8071520101
Insured: [REDACTED]
Claimant: [REDACTED]
Date of Loss: 2/13/2025
Report Date: 2/27/2025
Date of Settlement: 4/22/2025
Venue: N/A
Case No.: N/A

To Whom It May Concern:

This letter will serve to advise you of a settlement paid by TDIC on behalf of our insured, [REDACTED] on April 22, 2025 in the amount of \$10,000.00.

Enclosed, please find a copy of the report that was submitted to the National Practitioner's Data Bank on April 22, 2025.

If you need any additional information regarding this case, please do not hesitate to contact me at 916.554-5341 or dina.martin@tdicins.com.

Sincerely,
Dina Martin
Dina Martin
Claims Administrator

enclosure



National Practitioner Data Bank
 Health Resources and Services Administration
 U.S. Department of Health and Human Services
 P.O. Box 10832
 Chantilly, VA 20153-0832
<https://www.npdb.hrsa.gov>

DCN: 5500000277136680
 Process Date: 04/22/2025
 Page: 1 of 3
 For authorized use by:
 THE DENTISTS INSURANCE COMPANY



THE DENTISTS INSURANCE COMPANY

MEDICAL MALPRACTICE PAYMENT REPORT

Date of Action: 04/22/2025

Initial Action

Basis for Initial Action

- SETTLEMENT

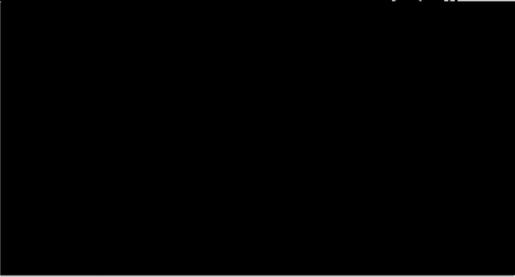
- OTHER, SEE SECTION C. OF THE REPORT FOR DETAILS

A. REPORTING ENTITY

Entity Name: THE DENTISTS INSURANCE COMPANY
 Address: 1201 K ST FL 14
 City, State, Zip: SACRAMENTO, CA 95814
 Country:
 Name or Office: DINA MARTIN
 Title or Department: CLAIMS ADMINISTRATOR, CLAIMS DEPARTMENT
 Telephone: (800) 733-0634 Ext. 5341
 Entity Internal Report Reference: 025-02-012256
 Type of Report: INITIAL

B. SUBJECT IDENTIFICATION INFORMATION (INDIVIDUAL)

Subject Name:
 Other Name(s) Used:
 Sex:
 Date of Birth:
 Organization Name:
 Work Address:
 City, State, ZIP:
 Home Address:
 City, State, ZIP:
 Deceased: NO
 Social Security Numbers (SSN):
 National Provider Identifiers (NPI):
 Professional School(s) & Year(s) of Graduation:
 Occupation/Field of Licensure: DENTIST
 State License Number, State of Licensure: NV
 Specialty: ENDODONTICS
 Drug Enforcement Administration (DEA) Numbers:
 Hospital Affiliation(s):



C. INFORMATION REPORTED

Date of Report: 04/22/2025
 Relationship of Entity to This Practitioner: INSURANCE COMPANY - PRIMARY INSURER
PAYMENTS BY THIS PAYER FOR THIS PRACTITIONER
 Amount of This Payment for This Practitioner: \$ 10,000.00
 Date of This Payment: 04/22/2025
 This Payment Represents: A SINGLE FINAL PAYMENT
 Total Amount Paid or to Be Paid by This Payer for This Practitioner: \$ 10,000.00
 Payment Result of: SETTLEMENT
 Date of Settlement, if Any: 04/21/2025
 Adjudicative Body Case Number:



National Practitioner Data Bank
 Health Resources and Services Administration
 U.S. Department of Health and Human Services
 P.O. Box 10832
 Chantilly, VA 20153-0832
<https://www.npdb.hrsa.gov>

DCN: 5500000277136680
 Process Date: 04/22/2025
 Page: 2 of 3
 MORALES, MIGUEL R DDS
 For authorized use by:
 THE DENTISTS INSURANCE COMPANY

Adjudicative Body Name:

Court File Number:

Description of Settlement and Any
 Conditions, Including Terms of Payment:

Economic and nuisance settlement issued in the
 interest of compromise and without admission of
 negligence.

PAYMENTS BY THIS PAYER FOR OTHER PRACTITIONERS IN THIS CASE

Total Amount Paid or to Be Paid by This Payer for All
 Practitioners in This Case: \$ 10,000.00

Number of Practitioners for Whom This Payer Has Paid
 or Will Pay in This Case: 1

PAYMENTS BY OTHERS FOR THIS PRACTITIONER

Did (or will) a State Guaranty or Excess Fund
 Make a Payment for This Practitioner in This Case?: NO

Amount Paid or Expected to Be Paid by the State Fund:

Did (or will) a Self-Insured Organization and/or Other Insurance
 Company Make a Payment for This Practitioner in This Case?: NO

Amount Paid or Expected to Be Paid by Self-Insured
 Organization(s) and/or Other Insurance Company/Companies:

CLASSIFICATION OF ACT(S) OR OMISSION(S)

Patient's Age at Time of Initial Event: 71 YEARS

Patient's Sex: FEMALE

Patient's Type: OUTPATIENT

Description of the Medical Condition With Which the Patient
 Presented for Treatment:

Patient presents for a root canal. Pt was
 prescribed a sedative to take prior to the
 procedure.

Description of the Procedure Performed:

The patient took the sedatives prior to the
 procedure.

Nature of Allegation: MEDICATION RELATED (030)

Specific Allegation: ALLEGATION - NOT OTHERWISE CLASSIFIED, SPECIFY
 (999)

Other Specific Allegations: PATIENT ALLEGES SHE WAS OVER SEDATED

Date of Event Associated With Allegation or Incident: 02/13/2025

Outcome: INSIGNIFICANT INJURY (02)

Description of the Allegations and Injuries or Illnesses Upon
 Which the Action or Claim Was Based:

Patient claims she was over sedated.

**D. SUBJECT
 STATEMENT**

If the subject identified in Section B of this report has submitted a statement, it appears in this section.

E. REPORT STATUS

Unless a box below is checked, the subject of this report identified in Section B has not contested this
 report.

This report has been disputed by the subject identified in Section B.

At the request of the subject identified in Section B, this report is being reviewed by the Secretary of
 the U.S. Department of Health and Human Services to determine its accuracy and/or whether it
 complies with reporting requirements. No decision has been reached.

At the request of the subject identified in Section B, this report was reviewed by the Secretary of the
 U.S. Department of Health and Human Services and a decision was reached. The subject has
 requested that the Secretary reconsider the original decision.



National Practitioner Data Bank
 Health Resources and Services Administration
 U.S. Department of Health and Human Services
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DCN: 5500000277136680
 Process Date: 04/22/2025
 Page: 3 of 3
 MORALES, MIGUEL R DDS
 For authorized use by:
 THE DENTISTS INSURANCE COMPANY

At the request of the subject identified in Section B, this report was reviewed by the Secretary of the U.S. Department of Health and Human Services. The Secretary's decision is shown below:

Date of Original Submission: 04/22/2025
 Date of Most Recent Change: 04/22/2025

F. SUPPLEMENTAL SUBJECT INFORMATION ON FILE WITH DATA BANK

The following information was not provided by the reporting entity identified in Section A of this report. The information was submitted to the Data Bank from other sources and is intended to supplement the information contained in this report.

Subject Name(s): [REDACTED]
 Social Security Numbers (SSN): [REDACTED]
 National Provider Identifiers (NPI): [REDACTED]
 Occupation/Field of Licensure: [REDACTED]
 State License Number, State of Licensure: [REDACTED]
 Drug Enforcement Administration (DEA) Numbers: [REDACTED]

This report is maintained under the provisions of: Title IV

The information contained in this report is maintained by the National Practitioner Data Bank for restricted use under the provisions of Title IV of Public Law 99-660, as amended, and 45 CFR Part 60. All information is confidential and may be used only for the purpose for which it was disclosed. Disclosure or use of confidential information for other purposes is a violation of federal law. For additional information or clarification, contact the reporting entity identified in Section A.

END OF REPORT

Dental License Renewal

Application Instructions

RENEWAL OF YOUR NEVADA DENTAL LICENSE IS COMPLETE UPON THE BOARD'S PHYSICAL RECEIPT OF ALL REQUIRED INFORMATION NO LATER THAN JUNE 30, 2023.

Renewal Type

Please confirm the status that you are renewing before moving to the next section.

- Active
- Inactive
- Retired
- Disabled

Personal Information

First Name: [REDACTED]
 Middle (Initial only): [REDACTED]
 License #: [REDACTED]
 Last Name: [REDACTED]

Office Address:

Add Office Address

Name	Address Type	Street Line 1	City	State	Zip	Phone	Actions
[REDACTED]	Primary Office	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Home Address:

Military Address:

Street: [REDACTED]

Country: United States

City: Henderson

State: Nevada

Zip: 89012

Cell Phone: [REDACTED]

Home Phone: (XXX) XXX-XXXX

Email Address: [REDACTED]

Fax: (XXX) XXX-XXXX

Select if the Home Address is your mailing address

I hereby give my consent to the Nevada State Board of Dental Examiners to use SMS messaging to send me notifications via text message.

Nevada Business License Information - Check appropriate answer

- I DO NOT have a Nevada Business license number.
- I HAVE APPLIED for a Nevada Business License with the Nevada Secretary of State in Compliance with provisions of NRS Chapter 76 and my application is pending.
- I have a Nevada Business License number assigned by the Secretary of State in compliance with the provisions of NRS Chapter 76.

Add Nevada Business License Information

Name of Business	Business License #	Street	City	Actions
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The Board cannot determine whether you require a Nevada business license. Information about Nevada business licenses can be obtained at: <https://www.nvsilverflume.gov/home>

Military Service Information

Have you ever served in the military :

Yes No

Have you ever served on active duty in the Armed Forces of the United States and separated from such service under conditions other than dishonorable? :

Yes No

Have you ever been assigned to duty for a minimum of 6 continuous years in the National Guard or a reserve component of the Armed Forces of the United States and separated from such service under conditions other than dishonorable? :

Yes No

Have you ever served the Commissioned Corps of the United States Public Health Service or the Commissioned Corps of the National Oceanic and Atmospheric Administration of the United States in the capacity of a commissioned officer while on active duty in defense of the United States and separated from such service under conditions other than dishonorable? :

Yes No

CPR Certification

New CPR Dates :

Begin : MM/YY

End : MM/YY

- By selecting this box, I hereby affirm and attest that I have inserted valid dates of CPR certification on this form for a course taken with an actual administration demonstration by me that was not completed online. I understand that all certifications for CPR issued by certified instructors must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177.

Dental Auxiliaries

Do you employ dental auxiliaries? If yes, Please answer question (a)

Yes No

(a) I certify that each person listed below, is so employed as a dental auxiliary.

Add Dental Auxiliary

Employee Name	Type of Auxiliary	Date Began Assisting	Date End Assisting	Actions
	Dental Assistants	02/14/2022		
	Dental Assistants	08/15/2022		

By selecting this box, I attest that each such employee has received:

- (1) Adequate instruction concerning radiographic procedures and is qualified to operate radiographic equipment as required pursuant to subsection 3 of NAC 459.552;
- (2) Training in CPR at least every 2 years while so employed;
- (3) A minimum of 4 hours of continuing education in infection control every 2 years while so employed; and
- (4) Before beginning such employment, a copy of chapter 631 of NAC and chapter 631 of NRS in paper or electronic format.

Verification

I hereby certify the following to the Nevada State Board of Dental Examiners for the period of July 1, 2020 - June 30, 2023:

1. Have you had any claims or complaints of malpractice filed against you, felony or misdemeanor convictions or the suspension, revocation or probation of a license issued by this agency or another licensing jurisdiction during the period of July 1, 2021 - June 30, 2023. Yes No
 2. Are you subject to court order for the support of one or more children (i.e. do you have a child support order)? Yes No
 3. Have you complied with the provisions of NRS 631 and NAC 631 (NV Governing Laws)? Yes No
 4. Do you have any addictions which would impair your practice of dentistry/dental hygiene pursuant to NRS 631 and NAC 631? Yes No
 5. Do you utilize laser radiation in the performance of your practice of dentistry/dental hygiene? Yes No
 6. Do you inject neuromodulator that is derived from clostridium botulinum, dermal and soft tissue fillers to your patients? Yes No
 7. I attest by checking "Yes", I am aware of the mandatory requirement to report child abuse and neglect in accordance with the laws of the State of Nevada. Yes No
 8. Do you have a valid controlled substance permit with the Nevada State Board of Pharmacy? Yes No
- a. Have you conducted a minimum of one self-query annually:

1st Annual Report date : 06/30/2022

2nd Annual Report date : 05/29/2023

DEA Number : FM4926587

- b. By selecting this box, I hereby affirm and attest that I have completed the required 2 hours of continuing education with a recognized provider for the abuse and misuse of controlled substances. I understand that all continuing education certificates of completion issued by recognized providers must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177.

Continuing Education

Refer to NAC 631.175 for CE requirements for the licensure period of July 1, 2021-June 30, 2023. Please list all continuing education certificates of completion issued by recognized providers. All certificates must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177.

- By selecting this box, I hereby affirm and attest that I have completed the required hours of continuing education with recognized providers. I understand that all continuing education certificates of completion issued by recognized providers must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177. In addition to the required CE hours, pursuant to NRS 631.342, I affirm that I have fulfilled a mandated four (4) hour continuing education course in "terrorism" to be completed within two (2) years after receiving licensure in this state.

Acknowledgement and Declaration

- By Selecting this box, I hereby affirm and attest, that I have answered the above questions truthfully, accurately, and by me personally, the licensee so named on this form and so stating, under penalties of perjury, that all answers provided herein are provided willfully, I further state that I authorize and empower the Nevada State Board of Dental Examiners or its agents, staff, or appointed authority to contact any person, firm, service, agency, entity, or the like to obtain information deemed necessary or desirable by the Board to verify any information contained in my license renewal application and verification.

Signature : Miguel Morales

Date Of Application : 06/22/2023

Fee Detail(s)

The fees for license renewal are NON REFUNDABLE. Please ensure the accuracy of your information.

Description	Fee Type	Fee
Renewal Period from 7/1/2023 to 6/30/2025	License Renewal Fee	\$600.00
	Total :	\$600.00

Save and Proceed to Payment

Fee and Payment

Payment Method : Credit / Debit Card 

Application Fees : 600

Total Fees : 600.00

Reference Number : 44165015978

InvoiceDate : 06/22/2023

Paid

Pay & Submit

Dental License Renewal

Application Instructions

RENEWAL OF YOUR NEVADA DENTAL LICENSE IS COMPLETE UPON THE BOARD'S PHYSICAL RECEIPT OF ALL REQUIRED INFORMATION NO LATER THAN JUNE 30, 2024.

Renewal Type

Please confirm the status that you are renewing before moving to the next section.

- Active
- Inactive
- Retired
- Disabled

Personal Information

First Name :

Middle (Initial only) :

License # :

Last Name :

License Expiration Date : 06/30/2027

Office Address :

Add Office Address

Name	Address Type	Street Line 1	City	State	Zip	Phone	Actions

Home Address :

Military Address :

Street :

Country : United States

City :

State : Nevada

Zip :

Cell Phone :

Home Phone : (XXX) XXX-XXXX

Email Address :

Fax : (XXX) XXX-XXXX

Select if the Home Address is your mailing address

New CPR Dates :

I hereby give my consent to the Nevada State Board of Dental Examiners to use SMS messaging to send me notifications via text message.

Nevada Business License Information - Check appropriate answer

- I DO NOT have a Nevada Business license number.
- I HAVE APPLIED for a Nevada Business License with the Nevada Secretary of State in Compliance with provisions of NRS Chapter 76 and my application is pending.
- I have a Nevada Business License number assigned by the Secretary of State in compliance with the provisions of NRS Chapter 76.

Add Nevada Business License Information

Name of Business	Business License #	Street	City	Actions

The Board cannot determine whether you require a Nevada business license. Information about Nevada business licenses can be obtained at: <https://www.nvstverflume.gov/home>

CPR Certification

New CPR Dates :

Begin : MM/DD/YYYY

End : MM/DD/YYYY

By selecting this box, I hereby affirm and attest that I have inserted valid dates of CPR certification on this form for a course taken with an actual administration demonstration by me that was not completed online. I understand that all certifications for CPR issued by certified instructors must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177.

Continuing Education

NRS 631.342 requires all licensees fulfill a mandated four (4) hour continuing education course in "terrorism" to be completed within two (2) years after receiving licensure in this state. The state mandated course is in addition to your required CE hours. If certificate is not on file with the Board, you must provide a copy of the certificate of attendance to receive credit for this "terrorism" course.

By selecting this box, I hereby affirm and attest that I have completed the required hours of continuing education with recognized providers. I understand that all continuing education certificates of completion issued by recognized providers must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177. In addition to the required CE hours, pursuant to NRS 631.342, I affirm that I have fulfilled a mandated four (4) hour continuing education course in "terrorism" to be completed within two (2) years after receiving licensure in this state.

Dental Auxiliaries

Do you employ dental auxiliaries (Dental Assistants, Dental Hygienist, Radiographic Techs and/or Sterilization Personnel)? If yes, Please answer question (a) Yes No

(a) I certify that each person listed below, is so employed as a dental auxiliary.

Add Dental Auxiliary

Employee Name	Type of Auxiliary	Date Began Assisting	Date End Assisting	Actions
[REDACTED]	Dental Assistants	02/14/2022	09/22/2023	
[REDACTED]	Dental Assistants	08/15/2022		
[REDACTED]	Dental Assistants	07/03/2023		

By selecting this box, I attest that each such employee has received:

- (1) Adequate instruction concerning radiographic procedures and is qualified to operate radiographic equipment as required pursuant to subsection 3 of NAC 459.552;
- (2) Training in CPR at least every 2 years while so employed;
- (3) A minimum of 4 hours of continuing education in infection control every 2 years while so employed; and
- (4) Before beginning such employment, a copy of chapter 631 of NAC and chapter 631 of NRS in paper or electronic format.

Affidavit

I hereby certify the following to the Nevada State Board of Dental Examiners for the period of July 1, 2023 - June 30, 2025:

1. Have you had any claims or complaints of malpractice filed against you, felony or misdemeanor convictions or the suspension, revocation or probation of a license issued by this agency or another licensing jurisdiction during the period of July 1, 2023, to June 30, 2025. Yes No
2. Are you subject to court order for the support of one or more children (i.e. do you have a child support order)? Yes No
3. Have you complied with the provisions of NRS 631 and NAC 631 (Nevada Governing Laws)? Yes No
4. Do you have any additions which would impair your practice of dentistry pursuant to NRS 631 and NAC 631? Yes No
5. Do you utilize laser radiation in the performance of your practice of dentistry? Yes No
6. Do you inject neuromodulator that is derived from clostridium botulinum, dermal and soft tissue fillers to your patients? Yes No
7. I attest by checking "Yes", I am aware of the mandatory requirement to report child abuse and neglect in accordance with the laws of the State of Nevada. Yes No
8. I attest by checking "Yes", I will self-report any anomaly occurrence during the practice of dentistry. Yes No
9. Do you have a valid controlled substance permit with the Nevada State Board of Pharmacy? Yes No
 - a. Have you conducted a minimum of one self-query annually: Yes No

1st Annual Report date : 06/28/2025

DEA Number : FM4926587

b. By selecting this box, I hereby affirm and attest that I have completed the required 2 hours of continuing education with a recognized provider for the abuse and misuse of controlled substances. I understand that all continuing education certificates of completion issued by recognized providers must be maintained for a minimum of three years and may be audited by the Board pursuant to NAC 631.177.

Acknowledgment and Declaration

By Selecting this box, I hereby affirm and attest, that I have answered the above questions truthfully, accurately, and by me personally, the licensee so named on this form and so stating, under penalties of perjury, that all answers provided herein are provided willfully. I further state that I authorize and empower the Nevada State Board of Dental Examiners or its agents, staff, or appointed authority to contact any person, firm, service, agency, entity, or the like to obtain information deemed necessary or desirable by the Board to verify any information contained in my license renewal application and verification.

Signature : [REDACTED]

Date Of Application : 06/28/2025

Fee Detail(s)

The fees for license renewal are NON REFUNDABLE. Please ensure the accuracy of your information.

Description	Fee Type	Fee
Renewal Period from 7/1/2025 to 6/30/2027	License Renewal Fee	\$600.00
	Total :	\$600.00

Save and Proceed to Payment

Fee and Payment

Payment Method : Credit / Debit Card

Application Fees : .600

Total Fees : 600.00

Reference Number : 121104868504

InvoiceDate : 06/28/2025

Paid

Pay & Submit

Re: A.L.

**ATTESTATION/DECLARATION OF THE EXECUTIVE DIRECTOR
AND GENERAL COUNSEL FOR
THE NEVADA STATE BOARD OF DENTAL EXAMINERS
(OWN MOTION INVESTIGATION INITIATION)**

In compliance with Nevada Administrative Code (NAC) Chapter 631 requirements, we,

- (1) Adam Higginbotham, Executive Director for the Nevada State Board of Dental Examiners (the Board); and
- (2) Andrea Barraclough, General Counsel for the Board,

hereby attest and declare based on personal knowledge and/or information and belief, that the following is true and accurate:

1. The Board received information that led both the Executive Director and General Counsel for the Board to conclude that a licensee may have engaged in conduct that is grounds for disciplinary action.

2. Based on this information, we submitted a written recommendation to the Board that the information received be further investigated. The written recommendation supplied by us to the Board included a list of allegations potentially constituting grounds for discipline and evidence supporting the veracity of the information. The written recommendation and all supporting documents had from them the personally identifying information of the subject of the allegations redacted.

3. We each attest that we are aware of the identity of the person who is the subject of the allegations and recommendation, but that we have not and will not disclose the identity of the proposed Respondent to either or both the screening consultant and/or the Review Panel. Any identifying information will be kept confidential until or unless a full Board hearing is requested and/or the allegations are resolved by a stipulated resolution agreement.

We each attests that, in reviewing the redacted Complaint, we had no knowledge of the identity of the person who was the subject of the complaint; we have not communicated with any person concerning the subject matter of the Complaint prior to our review; and we have not been unduly influenced in our decision concerning whether the Complaint establishes jurisdiction.

We each declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct per NRS 53.045.



 Adam Higginbotham
 Executive Director, NSBDE

2/3/26 
 Date Andrea Barraclough
 General Counsel, NSBDE

2/2/2020

 Date

**ATTESTATION/DECLARATION OF COUNSEL FOR
THE NEVADA STATE BOARD OF DENTAL EXAMINERS**

In compliance with Nevada Administrative Code (NAC) Chapter 631 requirements, I, Andrea Barraclough, General Counsel for the Nevada State Board of Dental Examiners (the Board), hereby attest and declare based on personal knowledge and/or information and belief, that the following is true and accurate:

1. I am a Nevada licensed attorney employed by the Board.
2. I have reviewed the Verified Complaint against A.L. received by the Board on 1/29/26.
3. I find that one of the two scenarios below applies to a jurisdictional review of this case (as initialed):

For AI

_____ The Board lacks jurisdiction over the Complaint and/or the Complaint does not set forth facts which, if proven, would constitute grounds for initiating disciplinary action. This being the case, I have referred the Complaint to the Board's Review Panel by providing it with a redacted copy of same (removing personally identifying information of the subject of the Complaint) and recommend dismissing the Complaint.

or

For AI

AB The Board does have jurisdiction over the Complaint and the Complaint sets forth facts which, if proven, would constitute grounds for initiating disciplinary action. This being the case, I have referred the Complaint to the Board's Executive Director for the appointment of an investigator with the recommendation that the Complaint be investigated further.

only regarding improper / false clinical records; insurance / money portion referred to Ag's office

The undersigned attests that she has not communicated with any person concerning the subject matter of the Complaint prior to her jurisdictional review and has not been unduly influenced in her decision concerning whether the Complaint establishes jurisdiction.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct per NRS 53.045.

Andrea Barraclough
Andrea Barraclough

General Counsel, NSBDE

2/2/26
Date Signed

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

Dates of service 1/1/2022 through 10/10/2025

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

A 35 member audit conducted resulted in identification of numerous falsified

and misrepresented claim submissions inclusive of the following:

Billing for fillings and other services for teeth previously extracted

Postoperative radiographs failed to show the fillings were rendered

Dates of service billed fail to exist in the clinical records

Surfaces billed for fillings are upcoded

Diagnoses to justify procedure not documented

Periodic exams billed not rendered

Additional dentists at [REDACTED] are submitting claims under Dr. [REDACTED]

name listed as the treating provider on the ADA claim form

Dr. [REDACTED] violated Nevada Revised Statute 686A for billing services not provided,

and upcoding procedures.

Dr. [REDACTED] violated Nevada Revised Statute 631.348 regarding unprofessional

conduct in submitting false claims for payment to an insurer and forgiving the

patient's copayment required.

Please confirm receipt of my complaint and contact me via email to provide the Board investigator with patient records. Anthem requires a formal request from the Board to produce records.

Thank you.

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.

Kristal Redman, Dental SIU Clinical Investigator

Print Name:

Signature:

Kristal Redman

Date:

1/29/2026

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**



CONFIDENTIAL

FOR REPORTING BY INSURANCE COMPANIES ONLY

INVESTIGATION REQUEST PER NRS 686A
INSURANCE FRAUD UNIT
Bureau of Criminal Justice
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101
(702) 486-3420

Please send referrals to sholiday@ag.nv.gov

Date: _____

Referring Person Andrea Barraclough, Esq.	Name of Entity NV State Board of Dental Examiners
Signature of Referring Person <i>Andrea Barraclough</i>	Address 2651 N. Green Valley Pkwy.
Telephone No. 702-466-7005	City/State Henderson NV 89014
Email abarraclough@denal.nv.gov	Zip

CLAIM NO. _____	POLICY NO. _____
WHERE WAS CLAIM FILED? _____	
TYPE OF COVERAGE: <input type="checkbox"/> AUTO <input type="checkbox"/> HEALTH <input type="checkbox"/> RENTAL	
<input type="checkbox"/> BUSINESS <input type="checkbox"/> HOMEOWNER <input type="checkbox"/> SELF-INSURED	
<input type="checkbox"/> DISABILITY <input type="checkbox"/> LIFE <input type="checkbox"/> OTHER	
DATE OF LOSS _____	LOCATION OF LOSS _____
CLAIM AMOUNT _____	AMOUNT PAID _____ AMOUNT DENIED _____

Nixon -
state entity
required
disclosure
under NRS
286A.203

re:
Anthem
Insurance
Audit

REASON FOR REFERRAL

PLEASE BE SPECIFIC (Print or Type)

received report from Anthem Dental Insurance clinical investigator that an audit of this dentist revealed probable insurance fraud including upcoding and charging for services not provided

POSSIBLE RING / ORGANIZED ACTIVITY YES NO

CHECK HERE IF FOR INFORMATION ONLY

LAW ENFORCEMENT AGENCY: _____	REPORTING OFFICER: _____
DATE OF REPORT: _____	REPORT NO.: _____

CLAIMANT INFORMATION	CLAIM HISTORY <input type="checkbox"/> YES <input type="checkbox"/> NO
Name of INSURED	Social Security No.
Address	Date of Birth
City/State/Zip	Occupation
Telephone No.	
Name of CLAIMANT	Social Security No.
Address	Date of Birth
City/State/Zip	Occupation
Telephone No.	
<u>OTHER PARTIES INVOLVED:</u>	<u>OTHER PARTIES INVOLVED:</u>
Name Kristal Redman	Name
Address Anthem Investigator	Address
City/State/Zip	City/State/Zip
Telephone No. 813-853-8735 SS#	Telephone No. SS#

USE BACK OF FORM IF ADDITIONAL SPACE IS NEEDED

PLEASE INCLUDE ANY ADDITIONAL INFORMATION OR DOCUMENTS THAT MAY SUPPORT THIS REQUEST.

Andrea Barraclough

From: Andrea Barraclough
Sent: Monday, February 2, 2026 9:42 AM
To: Sheena L. Holiday
Subject: possible insurance fraud - required reporting
Attachments: AG insurance fraud report - [REDACTED] from Anthem Ins.pdf

Hello Ms. Holiday,

We (the Nevada State Board of Dental Examiners) recently received a report from an Anthem Dental Insurance Audit finding probable insurance fraud, along with clinical documentation deficiencies. While we have jurisdiction over the latter, we do not have jurisdiction over the insurance fraud. Since the complaint alleged claims of insurance fraud such that the AG's Office might have jurisdiction over them, we submit this form and a copy of the complaint to meet our insurance fraud reporting obligations consistent with NRS 686A.283. Thus, please find attached the reporting form and the complaint.

The Insurance Fraud Investigator's name and contact information are:

Kristal Redman, Anthem Dental SIU Department
1285 Northland Dr.
Mendota Heights, MN 55120
813-853-8735
Kristal.redman@anthem.com

Please let me know if you have any questions or need anything else from us; kindly process these in accordance with your routine policies.

Thank you,

Andrea Barraclough

General Counsel
Nevada State Board of Dental Examiners
2651 N. Green Valley Parkway, Suite 104
Henderson, NV 89014
(702) 486-7005
(702) 486-7046 facsimile
abarraclough@dental.nv.gov
www.dental.nv.gov



Dental Hygiene, Dental Therapy, and EFDA Committee – Nevada State Board of Dental Examiners

Establishment

The Dental Hygiene, Dental Therapy, and EFDA Committee (“Committee”) is hereby established as a standing committee of the Nevada State Board of Dental Examiners (“Board”).

Purpose

The purpose of the Committee is to provide review, analysis, and recommendations regarding matters related to the licensure, regulation, and practice of dental hygiene, dental therapy, and expanded function dental assistants. The Committee is responsible for evaluating and making recommendations to the Legal, Legislative, and Dental Practice Committee or the Full Board regarding proposed or existing regulations, policies, and professional standards for these license types.

Additionally, the Committee oversees the Board’s Public Health Program, including review of the program’s structure, rules, regulations, and public information.

Membership

1. The Committee shall be composed of 5 members, appointed by the Board.
2. The Committee shall have 3 dental hygienists and 2 dentists that are serving on the Board.
3. The Board President appoints Committee Members to serve at the 1st or 2nd board meeting of the calendar year and voted on by the Board.
4. Any Committee Member may consult with the Board President to discuss the removal of any Committee Member from the Committee for actions that are unethical and /or result in unprofessional conduct.

Meetings

1. The Committee shall meet as needed, or more frequently as deemed necessary by the Chairperson or the Board.
2. Meetings shall be conducted in accordance with applicable open meeting laws and Board procedures.
3. A majority of Committee members shall constitute a quorum for conducting business.

The Committee shall keep minutes of its meetings and submit them to the Board for review.

Authority and Responsibilities

The Committee shall have the authority to:

1. Review and recommend regulatory proposals, policies, program documents, and applications related to dental hygiene, dental therapy, and EFDA licensure.
2. Recommend changes or actions related to the Public Health Hygiene Program.

Reporting and Recommendations

1. The Committee shall submit regulatory changes to the Legal, Legislative, and Dental Practice Committee.
2. The Committee shall submit matters related to the Public Health Hygiene Program to the Board.

Amendments

These bylaws may be amended by a majority vote of the Board, provided that notice of proposed amendments is given in advance.

Effective Date

These bylaws shall take effect immediately upon approval by the Board of Dental Examiners.

STATE OF NEVADA

JOE LOMBARDO
Governor



DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAERER
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

(TEMPORARY)
GENERAL ANESTHESIA PERMIT APPLICATION
QUALIFICATIONS OF APPLICANTS

APPLICANT NAME: **Jordan M. Swarbrick, DDS**

NEVADA LICENSE: [REDACTED]

COMPLETED APPLICATION: **Yes**

PAYMENT RECEIVED: **Yes** [REDACTED]

CERTIFICATION OF MINIMUM OF 60 HOURS OF APPROVED COURSE STUDY (ACCREDITED INSTITUTION) **N/A**

CERTIFICATION OF ADMINISTRATION OF MINIMUM OF 20 CASES SUCCESSFULLY MANAGED BY APPLICANT (ACCREDITED INSTITUTION) **N/A**

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

ACLS CERTIFICATION [REDACTED]

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: Jordan M. Swarbrick, DDS

Review by Chair of Anesthesia Committee:

RECOMMEND APPROVAL: YES NO

IF NO, Reasons/Concerns: _____

Josh Branco DMD 02/04/2026
Josh Branco DMD (Feb 4, 2026 14:05:57 PST) _____
Joshua Branco, DMD Date
Anesthesia Chair

Review by Secretary-Treasurer:

APPLICATION APPROVED: YES NO

IF REJECTED, Reasons/Concerns: _____

Daniel Streifel, DDS Date
Secretary-Treasurer



Nevada State Board of Dental Examine

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

GENERAL ANESTHESIA ADMIN PERMIT APPLICATION

Office Site Permit

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

Name: Jordan Swarbrick License Num



DENTAL EDUCATION

SPECIALTY EDUCATION

University/
College:

Location:



Dates attended: 8/1/13 to 6/30/16 | Degree Earned: DDS

Dates attended: 7/1/16 to 6/30/20 | Degree Earned: OMFS certificate

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

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

QUESTION SECTION:

HAVE YOU:

1) Completed one (1) year advanced training in Anesthesiology? ____ Yes ____ No

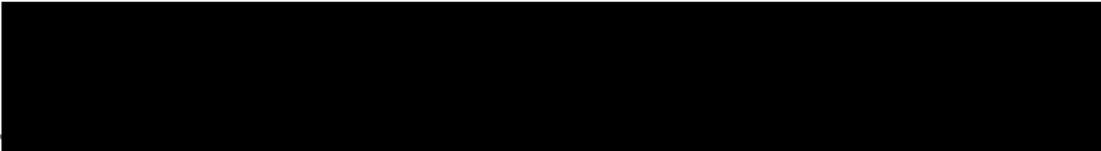
Where: _____ When: _____

2) Completed a residency program in General Anesthesia of not less than one (1) calendar year approved by the Board of Directors of the American Dental Society of Anesthesiology?

____ Yes ____ No

Where: _____ When: _____

3) Completed a graduate program in Oral and Maxillofacial Surgery approved by the Commission of Accreditation of the American Dental Association? Yes ____ No



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

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

Signature of Applicant

A handwritten signature in black ink, appearing to be 'R. B.', written over a horizontal line.

Date

11-20-25

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

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

Juan F. Gonzalez, DMD

APPLICANT NAME



NEVADA LICENSE (licensed 01/09/2026)

Yes No

COMPLETED APPLICATION

Yes No

PAYMENT RECEIVED



SEE ATTACHED

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



SEE ATTACHED

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



Yes No

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

Specialty:

Yes No

ACLS CERTIFICATION IN COMPLIANCE WITH AMERICAN
HEART ASSOCIATION STANDARDS
ACLS VALID DATES



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: Juan F. Gonzalez, DMD

Review by Chair of Anesthesia Committee:

RECOMMEND APPROVAL: YES NO

IF NO, Reasons/Concerns: _____

Josh Branco DMD

Josh Branco DMD (Feb 16, 2026 10:29:45 PST)

Joshua Branco, DMD
Anesthesia Chair

02/16/2026

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

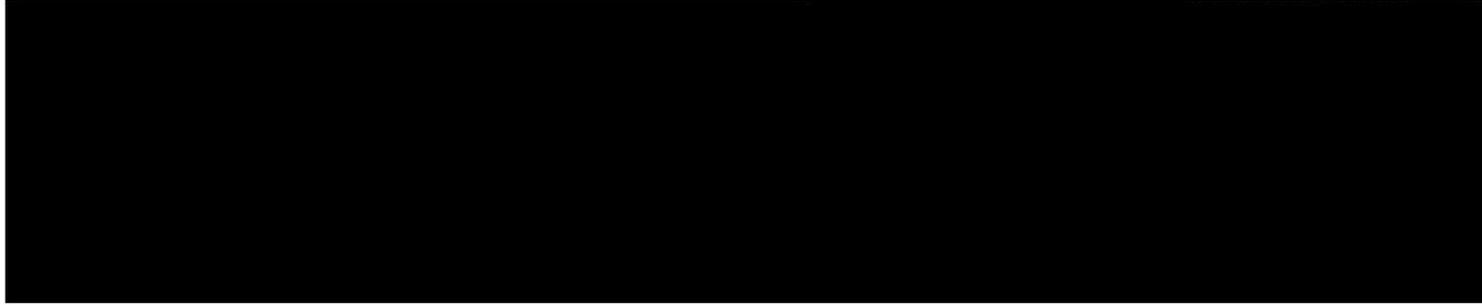
6010 S. Rainbow Blvd., Bldg. A, Ste. 1
Las Vegas, NV 89118
(702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

MODERATE SEDATION ADMIN PERMIT APPLICATION

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

Name: Juan Gonzalez License Number [REDACTED]

Office Site Permit
Check box if you are



DENTAL EDUCATION

BOARD APPROVED PROGRAM



06/12/198

06/30/06

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 _____

1/14/26

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

CETS#
RFP#

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Nevada State Board of Dental Examiners
Address:	2651 N. Green Valley Parkway, Suite 104
City, State, Zip Code:	Henderson, Nevada 89014
Contact:	A.L. Higginbotham
Phone:	702-486-7044
Fax:	702-486-7046
Email:	ahigginbotham@dental.nv.gov

Contractor Name:	Mary Teresa Chandler Review Panel Member
------------------	---

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

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

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

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

CETS#
RFP#

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

Effective from:	April 1, 2026	To:	March 31, 2028
-----------------	---------------	-----	----------------

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next-day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK, DELIVERABLES, PAYMENT SCHEDULE, and NEGOTIATED POINTS (if needed)
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION # and AMENDMENTS #
ATTACHMENT DD:	VENDOR PROPOSAL

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

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

\$ 50	per	Hour +\$100 Case Preparation Fee per Case
----------	-----	--

Total Contract or installments payable at:	Bi-Monthly after Rendered Service
--	-----------------------------------

Total Contract Not to Exceed:	\$15000
-------------------------------	---------

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

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

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

CETS#
RFP#

9. **INSPECTION & AUDIT.**

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

10. **CONTRACT TERMINATION.**

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

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- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any

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breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

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

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

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

- B. **General Requirements.**
 - 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
 - 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
 - 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

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- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as “A-VII” or better.

C. Evidence of Insurance.

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

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

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

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

- 17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

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18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

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Mary Anna Gauder

2/13/2026

Review Panel Member
RDH

Independent Contractor's Signature Date

Independent Contractor's Title

State of Nevada Authorized Signature Date

Title

State of Nevada Authorized Signature Date

Title

State of Nevada Authorized Signature Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

BEFORE THE NEVADA STATE BOARD OF DENTAL EXAMINERS

PETITION FOR REINSTATEMENT OF REVOKED LICENSE

COMES NOW Petitioner, Louise M. Cox, and hereby petitions the Nevada State Board of Dental Examiners ("NSBDE"), pursuant to NRS 622A.410, to reinstate the following license, Nevada dental (dental hygienist [redacted] correct license type), which was revoked by the Board on or a [redacted] support hereof, Petitioner affirms, attests and states that the following is true, accurate, and correct:

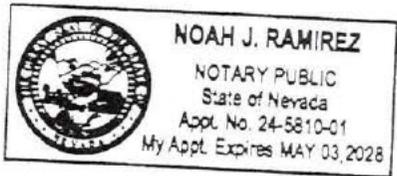
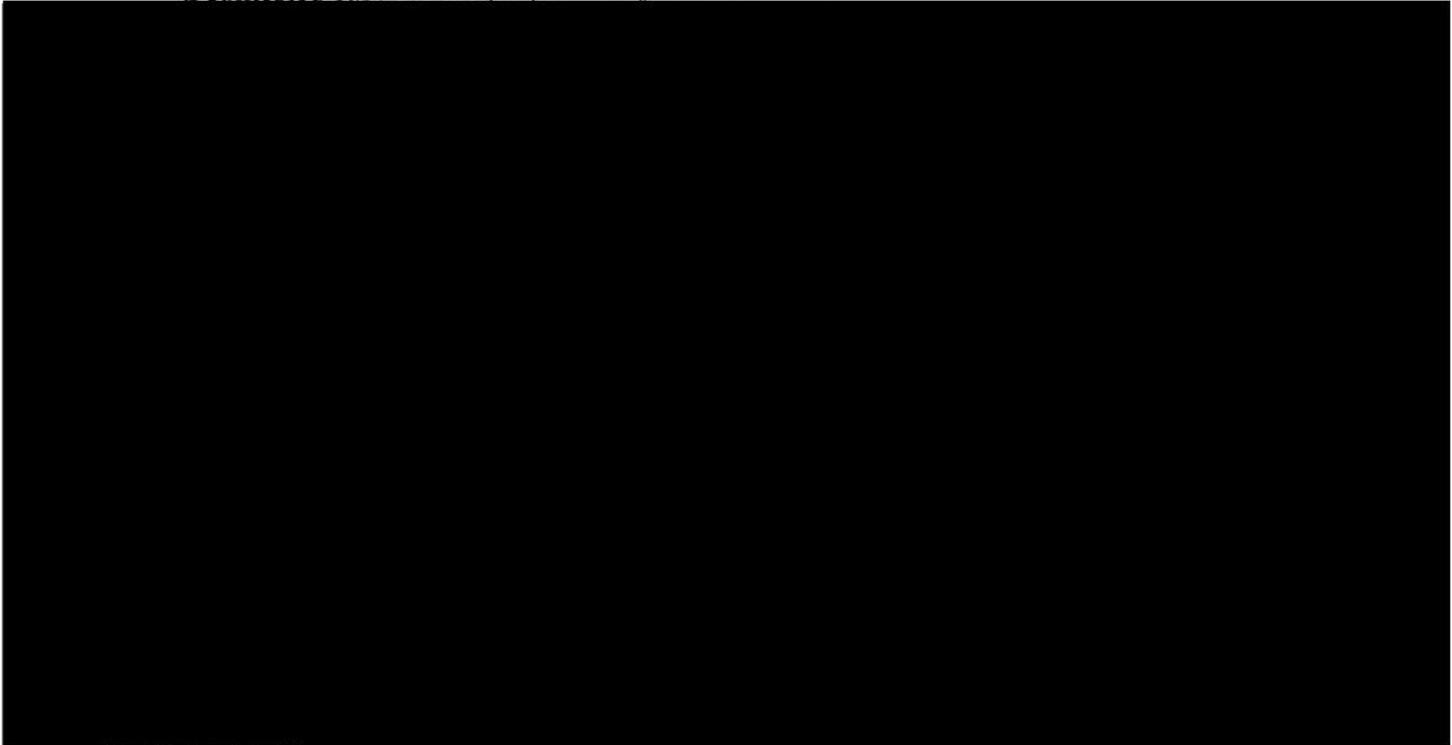
- 1) Petitioner submits herewith a properly completed, signed and notarized application for licensure on a form supplied on the NSBDE's website along with the proper fees.
- 2) Petitioner satisfies all of the current requirements for issuance of an initial Nevada license as set forth in the relevant Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC).
- 3) Petitioner attests and states that, in this state of Nevada or any other jurisdiction:
 - a) Petitioner has not, during the period of revocation, violated any state or federal law governing the practice of dentistry, or the licensed occupation or profession or any related occupation or profession, and no criminal or civil action involving such a violation is pending against Petitioner; and,
 - b) No other regulatory body having jurisdiction over the practice of dentistry, or the licensed occupation or profession or any related occupation or profession has, during the period of revocation, taken disciplinary action against Petitioner, and no such disciplinary action is pending against Petitioner.
- 4) Petitioner acknowledges and agrees that Petitioner will satisfy any additional requirements for reinstatement of the license as prescribed by the NSBDE.
- 5) Petitioner acknowledges and agrees that if the NSBDE reinstates the license, NSBDE may place any conditions, limitations or restrictions of the license as the NSBDE deems necessary.
- 6) Petitioner acknowledges and agrees that Petitioner is aware of, and has read and understood, all of the provisions of NRS 622A.410.
- 7) Petitioner further acknowledges and agrees that the NSBDE may deny reinstatement of the license if Petitioner fails to comply with any provision of NRS 622A.410.

Received

JAN 26 2026

NSBDE

- 8) Petitioner understands that should the NSBDE deny reinstatement of a license, such is not a contested case for the purposes of judicial review.



Noah Ramirez
Signature of notarial officer

My Commission Expires:
May 03, 2028

Received
JAN 26 2026
NSBDE



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

Date Received: **Received**
Payment Amount: **FEB 11 2026**
Staff Initials: **NSBDE**

LICENSURE STATUS CHANGE REQUEST

LICENSURE STATUS CHANGE REQUESTS ARE COMPLETE UPON THE BOARD'S PHYSICAL RECEIPT OF ALL REQUIRED INFORMATION AND NECESSARY PAYMENT. INCOMPLETE AND ILLEGIBLE APPLICATIONS WILL NOT BE PROCESSED.

A. CURRENT LICENSURE

PROVIDE YOUR CURRENT LICENSURE STATUS IN THE STATE OF NEVADA

CURRENT LICENSE STATUS

Active Inactive Retired Disabled Revoked

CURRENT LICENSE TYPE

Dentistry Licenses:	<input type="checkbox"/> General Dentist	<input type="checkbox"/> Specialty Dentist	<input type="checkbox"/> Restricted Geographical
	<input type="checkbox"/> Restricted License	<input type="checkbox"/> Limited License Resident	<input type="checkbox"/> Limited License Instructor
	<input type="checkbox"/> Limited License Supervising CE		
Dental Hygiene Licenses:	<input checked="" type="checkbox"/> Registered Dental Hygienist	<input type="checkbox"/> Restricted Geographical	<input type="checkbox"/> Limited License Instructor
Dental Therapist:	<input type="checkbox"/> Dental Therapist	<input type="checkbox"/> Restricted Geographical	<input type="checkbox"/> Limited License Instructor
Expanded Function Dental Assistant (EFDA):	<input type="checkbox"/> EFDA	<input type="checkbox"/> Restricted Geographical	<input type="checkbox"/> Limited License Instructor

B. CONTACT INFORMATION

1. First Name: <i>Louise</i>	Middle Name: <i>Marie</i>	Last Name: <i>COX</i>	License No: <i>3129</i>
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6. City:	State:	Zip Code:
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C. LICENSE STATUS CHANGE REQUEST

REQUESTED LICENSE STATUS

Select the box you are requesting to update your current license status to:

- Active (Reactivation) Inactive Retired Disabled

D. REINSTATEMENT

ONLY COMPLETE IF YOU WANT TO CHANGE YOUR CURRENT LICENSE STATUS TO ACTIVE

A fee of \$300.00 will be assessed to change an INACTIVE or RETIRED/DISABLED license to ACTIVE.

A fee of \$500.00 will be assessed to REVOKED licenses IN ADDITION to the renewal fee (the renewal fee cost will vary upon selecting an ACTIVE or Non-Active (INACTIVE or RETIRED/DISABLED license)

By selecting this box, I hereby affirm and attest that I have completed the requisite continuing education hours per my license type (as detailed below) within the previous 12 months AND have attached proof of completion with this application

Dentists: 20 continuing education hours with at least 10 hours being live-instruction and 2 hours being in infection-control

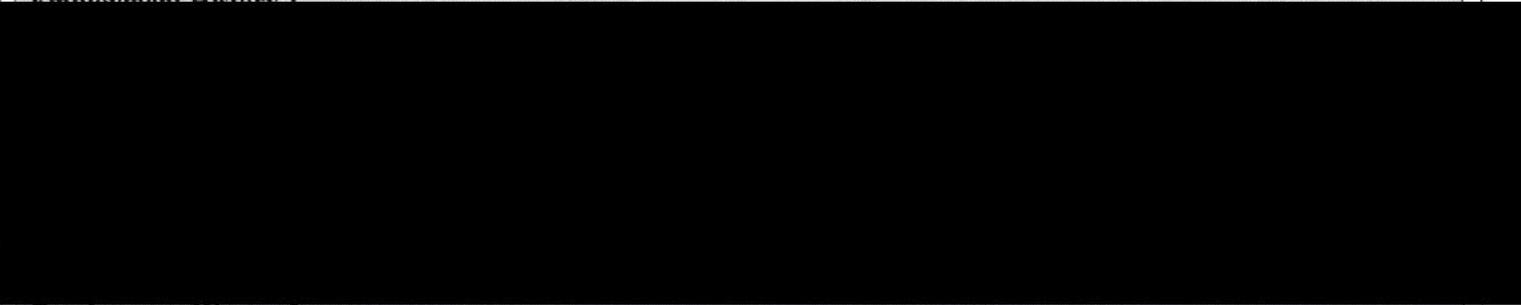
Dental Hygienists: 15 continuing education hours with at least 7.5 hours being live-instruction and 2 hours being in infection-control

Dental Therapists: 18 continuing education hours with at least 9 hours being live-instruction and 2 hours being in infection-control

EFDAs: 2 continuing education hours being in infection-control

Provide your employment history during the period of your non-active (INACTIVE, RETIRED/DISABLED, or REVOKED license) license status below:

Employment History 1



Employment History 2

Employer Name:

Street Address:

City

State

Zip Code

Start Date:

End Date

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NSBDE

Employment History 3

Employer Name:

Street Address:

City

State

Zip Code

Start Date:

End Date

**If your employment history during the period of your non-active license status exceeds the spaces provided above, please provide on an additional sheet of paper and attach to application.*

By selecting this box, I hereby affirm I have attached proof of CPR certification (*online certification is NOT accepted*)

Select the box to the left of the option that applies to you and ATTACH the supplementary information needed:

- During the time my Nevada license was INACTIVE, RETIRED, OR REVOKED, I maintained an ACTIVE license and practiced OUTSIDE the State of Nevada.
- 1. Self-query report from the National Practitioner Data Bank. (no later than 90 days from application date)
 - 2. Provide a certification letter(s) confirming good standing and no pending actions on your license from each state board where you practice
 - 3. Report all claims of unprofessional conduct or professional incompetence against him or her or any violation of the law which he or she may have committed, including administrative disciplinary charges brought by any other jurisdiction. Attach supporting documentation and written explanation.
 - 4. Report any civil or criminal liabilities in this State, another state or territory of the United States or the District of Columbia for misconduct relating to his or her occupation or profession. Attach supporting documentation and written explanation.
 - 5. Report any peer review appearances, attach supporting documentation and written explanation

- My license has been on INACTIVE, RETIRED, or REVOKED status for LESS THAN two (2) years **AND** I have NOT held an active license or practice outside the State of Nevada.
- 1. Submit a notarized petition for reinstatement.

- I have had a license on INACTIVE, RETIRED, or REVOKED status for GREATER THAN two (2) years **AND** have NOT held an active license or practiced outside the State of Nevada.*
- *The Board may prescribe additional examinations be completed prior to reinstatement*
- 1. Submit a notarized petition for reinstatement.

My license is at a DISABLED status.*

- *If your license is at a DISABLED status, the Board may prescribe additional examinations be completed prior to reinstatement*
- 1. Submit a notarized petition for reinstatement.
 - 2. Submit to the Board a statement signed by a licensed physician setting forth that you are able, mentally and physically, to practice dentistry

E. APPLICANT ATTESTATIONS

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



Received
FEB 11 2026

<p>2. By selecting this box, I authorize and empower the Nevada State Board of Dental Examiners or its agent to contact any person, firm, service, agency, or the like to obtain information deemed necessary or desirable by the Board to verify any information contained in my application to reactivate my inactive/retired license based upon this affidavit. I acknowledge I have a continuing responsibility to update all information contained in this application until such time as the Board takes action on this application. Failure of an applicant to update the information prior to final action of the Board is grounds for subsequent disciplinary action.</p>	<input checked="" type="checkbox"/>
<p>3. By selecting this box, I understand that I must renew my ACTIVE, INACTIVE, RETIRED/DISABLED license before the renewal deadline to maintain the status of my license. Failure to renew by the deadline will cause the license to go into suspended status. Licensee will incur a suspension fee of \$300.00 in addition to the renewal fee for the license status (INACTIVE, RETIRED/DISABLED) to reinstate license. Failure to renew your license within the 12-month suspension period will automatically cause your license to go into REVOKED status. Upon reinstating a REVOKED license, a licensee will need to submit a fee of \$500.00 in addition to the renewal fees for the INACTIVE, RETIRED/DISABLED, or ACTIVE status license.</p>	<input checked="" type="checkbox"/>

F. STATUS CHANGE FEES

Those whose license is in REVOKED status must pay the revoked fee in addition to the renewal fee for the requested license type.

REINSTATEMENT FEES (applies to all license types)

<input checked="" type="checkbox"/> Reinstatement Fee for Inactive/Retired/Disabled Status	\$300.00
<input checked="" type="checkbox"/> Reinstatement Fee for Revoked Status	\$500.00

DENTAL RENEWAL FEES

<input type="checkbox"/> Active General Dentist	\$600.00	<input type="checkbox"/> Active Specialty Dentist	\$600.00
<input type="checkbox"/> Active Restricted Geographical	\$600.00	<input type="checkbox"/> Active Limited License Dentist	\$200.00
<input type="checkbox"/> Active Restricted Dental License	\$100.00		
<input type="checkbox"/> Inactive Dentists (ALL)	\$200.00	<input type="checkbox"/> Retired/Disabled Dentist	\$50.00

DENTAL HYGIENIST RENEWAL FEES

<input type="checkbox"/> Active Dental Hygienist	\$300.00	<input type="checkbox"/> Active Restricted Geographical	\$300.00
<input type="checkbox"/> Active Limited License	\$200.00		
<input type="checkbox"/> Inactive Dental Hygienist (ALL)	\$50.00	<input type="checkbox"/> Retired/Disabled Dental Hygienist	\$50.00

DENTAL THERAPIST RENEWAL FEES

<input type="checkbox"/> Active Dental Therapist	\$600.00	<input type="checkbox"/> Active Restricted Geographical	\$600.00
<input type="checkbox"/> Active Limited License	\$200.00		
<input type="checkbox"/> Inactive Dental Therapist (ALL)	\$50.00	<input type="checkbox"/> Retired/Disabled Dental Therapist	\$50.00

EXPANDED FUNCTION DENTAL ASSISTANT RENEWAL FEES

<input type="checkbox"/> Active EFDA	\$600.00	<input type="checkbox"/> Active Limited License	\$200.00
<input type="checkbox"/> Inactive EFDA (ALL)	\$50.00	<input type="checkbox"/> Retired/Disabled EFDA	\$50.00

OPTIONAL REQUEST

<input type="checkbox"/> Name Change	\$25.00
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	<p>CONTINUE TO PAGE 5 AND SIGN AND ATTEST TO THE APPLICATION TO COMPLETE APPLICATION. APPLICATIONS THAT ARE NOT SIGNED ARE NOT COMPLETE AND WILL NEED TO BE RESUBMITTED.</p>	
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By signing below, I hereby affirm and attest, that I have answered the above questions truthfully, accurately, and by my personally, the licensee so named on this form and so stating, under penalties of perjury, that all answers provided herein are provided willfully. I further state that I authorize and empower the Nevada State Board of Dental Examiners or its agents, staff, or appointed authority to contact any person, firm, service, agency, entity, or the like to obtain information deemed necessary or desirable by the Board to verify any information contained in my license renewal application and affidavit.

Licensee Signature:

Date:

To submit your application to the Nevada State Board of Dental Examiners (NSBDE), choose one of the following options:

1. Email your completed application in a PDF format to nsbde@dental.nv.gov
2. Mail or drop off application at NSBDE office location:

2651 N Green Valley Parkway, Ste 104,
Henderson, NV 89014

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NSBDE



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

APPLICATION TO REACTIVATE AN INACTIVE / RETIRED LICENSE

Name

Louise M. Cox



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

Requirements for reactivation are:

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



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

Requirements for reactivation are:

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

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

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

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