

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, April 29, 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/82965242825>

Webinar/Meeting ID#: 829 6524 2825

Webinar/Meeting Passcode: 084073

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, April 28, 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.

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, April 28, 2026, 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. March 17, 2026 – Regulatory Workshop**
 - ii. March 24, 2026 – Anesthesia Committee Meeting**
 - iii. March 25, 2026 – Board Meeting**

- b.** Review and Discussion of the Initial Licensing and Permitting Report – NRS 631.190 (For Informational Purposes Only)

- i.** Dentists and Dental Hygienists

5. Executive Team Report: (For Possible Action)

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

- b.** Regulatory Update (For Informational Purposes Only)

- i.** Report Submitted to the Governor’s Office in Response to the April 17, 2026, Deadline Regarding Potential Bill Draft Request (BDR) Concepts by Boards and Commissions for the 2027 Legislative Session

- 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 #2404

- ii.** Case # 2541

- d.** 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 # 2532

- ii.** Review Panel 3

- 1. Case # 55

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

- i.** Dr. Z

- ii.** Dr. Y

- iii.** Dr. X

6. New Business: (For Possible Action)

- a.** Review, Discussion, and Possible Approval/Rejection of the Professional Service Contracts– NRS 631.190 (For Possible Action)
 - i.** Janitorial Services
 - ii.** CPA | Bookkeeping Services
- b.** Review, Discussion, and Possible Approval/Rejection to Recommend to the Legislature through NRS Revisions to Transition the name of the Nevada State Board of Dental Examiners to the Nevada State Board of Dental Medicine– NRS 631.190 (For Possible Action)
- c.** Review, Discussion, and Possible Approval/Rejection of Permanent Anesthesia Permit – NAC 631.2235; NRS 631.190 (For Possible Action)
 - i.** Dr. Abdulmohsin Alhashim, DDS – Moderate Sedation
- d.** Review, Discussion, and Possible Approval/Rejection of Temporary Anesthesia Permit – NAC 631.2234; NRS 631.190 (For Possible Action)
 - i.** Dr. Juan Gonzalez, DMD – General Anesthesia
 - ii.** Dr. John Dryden, DMD – Moderate Sedation (Pediatric)
- e.** Review, Discussion, and Possible Approval/Rejection of a Voluntary Surrender of License - NRS 631.190; NAC 631.160 (For Possible Action)
 - i.** Kris A. Peters, 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.

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, April 28, 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:

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.

JOE LOMBARDO
Governor

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

STATE OF NEVADA



PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAERE
Deputy Directors, Dept. 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

**NOTICE OF WORKSHOP
TO SOLICIT COMMENTS ON SEVERAL PROPOSED NEW REGULATIONS AND
AMENDMENTS TO EXISTING REGULATIONS
AND
WORKSHOP AGENDA**

The State of Nevada, Department of Business and Industry, Nevada State Board of Dental Examiners (the Board) is proposing the adoption, amendment or repeal of several regulations pertaining to chapter 631 of the Nevada Administrative Code (NAC). A workshop has been set for **10:00 a.m. on Tuesday, March 17, 2026**, at the following location:

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

Interested persons may also participate through a simultaneous videoconference link, which is available at:

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

To access by video webinar: <https://us06web.zoom.us/j/89267558550>

Webinar/Meeting ID#: 892 6755 8550

Webinar/Meeting Passcode: 286969

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify our office prior to the day before the meeting by calling (702) 486-7044 no later than two (2) working days prior to the scheduled meeting.

The purpose of the workshop is to solicit comments from interested persons on the following general topic(s) that may be addressed in the proposed regulation(s); and to assist in determining whether the proposed regulation additions and amendments are likely to impose a direct and significant burden upon a small business or directly restricts the formation, operation or expansion of a small business.

1. **Amend NAC 631.028 - Applications for licensure; payment of fees** – A regulation related to professional licensing for the practices of dentistry and dental hygiene; *[new] amends notary requirements to allow for declarations in lieu.* [Authority: there is no NRS authority on point; see NRS 53.045; NRS 53.350 for declaration allowances, generally.]

Andrea Barraclough (General Counsel) explained that the amendment is part of a broader effort to modernize licensure application and fee requirements by reducing outdated notarization mandates. Instead of requiring notarized documents, applicants will be allowed to submit declarations under penalty of perjury, which are now recognized as legally sufficient. This change is intended to streamline the process, reduce costs, and eliminate the inconvenience of obtaining notarization, while still holding applicants accountable for the accuracy of their submissions. No public comments or questions were raised on this section.

No additional public input was provided

2. **Amend NAC 631.170 - Placement of license on inactive, retired or disabled status; reinstatement** – A regulation related to professional licensing for the practices of dentistry and dental hygiene; sets forth requirements for voluntary inactivation and reactivation of a dentistry, dental hygiene, dental therapy, or expanded function dental assisting license; *[new] amends notary requirements to allow for declarations in lieu.* [Authority: there is no NRS authority on point; see NRS 53.045; NRS 53.350 for declaration allowances, generally.]

Andrea Barraclough (General Counsel) explained that the only change is updating the language to replace required notarization with the option to use a declaration under penalty of perjury. While individuals may still choose to have documents notarized, it is no longer mandatory, allowing them to instead use a declaration under penalty of perjury as a simpler and more cost-effective alternative.

No additional public input was provided

3. **Amend NAC 631.2205 - Contents of form for registration to provide continuing education** – A regulation related to the provision of continuing dental education; *[new] amends notary requirements to allow for declarations in lieu.* [Authority: there is no NRS authority on point; see NRS 53.045; NRS 53.350 for declaration allowances, generally.]

Andrea Barraclough (General Counsel) explained that this is another update aimed at streamlining requirements by replacing notarization with a declaration under penalty of perjury.

No additional public input was provided

4. **Implement NAC 631.274 - Closure or Sale of Dental Clinic; records retention obligations** – *[all new] A regulation relating to the practice of dentistry; establishes practices for patient*

notes record retention after a dentist sells or closes their business; expands records retention to infection control inspection records; allows a practice-selling dentist continued access to patient records after the sale for purposes of responding to disciplinary complaints. [Authority: no NRS 631 or NRS 629 directly on point regarding records retention post-office closure or sell, though NRS 631.3452(1)(g) discussed records retention obligations on dental practice owners; see also NRS 629.051 for medical records retention scheduled, generally.]

Andrea Barraclough (General Counsel) explained that this regulation was developed in response to frequent questions and complaints from the public about who is responsible for patient records after a dental practice is sold. Because there was no clear guidance on this issue, the regulation aims to clarify responsibility, streamline the process, and help prevent future complaints from patients who are unable to locate their records after practice closes.

No additional public input was provided

5. Amend NAC 631.260 - Radiographic procedures: Lead apron required; ADA radiography best practices; certified statement and attestation of qualifications required for certain persons who assist in procedures. – A

regulation related to the practices of dentistry, dental hygiene, dental therapy, and expanded function dental assisting; establishes requirements for radiographic procedures; and *[new]* removing the lead apron requirement. [Authority: no NRS 631 or NRS 629 directly on point and no NRS 653 directly on point. See NRS 631.190, generally. However, the American Dental Association 2024 revised guidelines have removed the recommendation for lead aprons during dental radiography. See *e.g.*, <https://www.ada.org/about/press-releases/ada-releases-updated-recommendations-to-enhance-radiography-safety-in-dentistry>]

Andrea Barraclough (General Counsel) stated that the regulation on radiographic procedures has been updated to reflect modern advancements in dental technology and radiation safety. Due to improved equipment and lower radiation exposure levels, along with updated research, the American Dental Association has removed the requirement for routine use of lead aprons. The Board is proposing the same change to remain consistent with current ADA guidelines and modern dental practices.

Dr. Tyree Davis, Chief Medical Officer for Ancillary Services for Nevada Health Center and Practicing Dentist, stated that several employees have raised questions about discontinuing the use of lead aprons. He clarified that, at this time, current regulations must still be followed, and any changes cannot be implemented until the legislation is officially passe.

Andrea Barraclough (General Counsel) confirmed that until the proposed changes are finalized through the LCB adoption process, the current regulation remains in effect and still requires the use of lead aprons. Dental offices are advised to continue following this

requirement until official notice is provided, at which point an announcement will be sent to inform constituents that the requirement has been removed.

No additional public input was provided

6. **Implement NAC 631.028A - Priority processing of initial applications based on employment in a historically underserved community** – *[all new] A regulation relating to licensing of dental professionals; establishes practices for prioritizing licensure applications for those practitioners seeking employment in historically underserved communities.* [Authority: AB 483.]

Andrea Barraclough (General Counsel) introduced NAC 630.1028A as entirely new language to implement requirements from AB 483, passed in the most recent legislative session. AB 483 directs all medical licensing boards to expedite the processing of applications for individuals seeking to practice in historically underserved communities, as defined in the bill. This regulation formalizes the Board’s obligation to comply with AB 483 by establishing how it will implement and carry out expedited licensure for qualifying applicants.

No additional public input was provided

7. **Amend NAC 631.178 - Adoption by reference of certain guidelines; additional infection control inspection requirements; compliance with guidelines required** – A regulation relating to dentistry; revising provisions relating to certain guidelines for infection control and disinfection and sterilization adopted by reference; and *[new] establishing certain requirements for passage of an infection control inspection.* [Authority: there is no NRS 631 authority on point; *see* NRS 631.190, generally.]

Andrea Barraclough (General Counsel) explained that there is already a carve-out for clinics serving historically underserved communities but acknowledged that larger federally qualified health centers and nonprofit clinics in areas like Washoe or Clark counties may not fall under that definition. Andrea Barraclough committed to reviewing the current language to ensure those types of organizations are also appropriately included, emphasizing that the original intent was to provide flexibility for such practices regarding infection control.

No additional public input was provided

8. **Amend NAC 631.1785 - Inspection of office or facility for infection control compliance** – A regulation relating to dentistry; requiring initial inspections of offices or facilities where dental treatments are to be performed; *[new] amends inspection requirements, inspection failure appeal procedures, and reinspection availability; requires inspections of non-dental offices.* [Authority: there is no NRS 631 authority on point. But *see* NRS 631.396. See also NRS 631.190, generally.]

9. **Amend NAC 631.179 - Random inspection of office or facility; subsequent action by Executive Director** – A regulation relating to dentistry; authorizing random inspections of offices or facilities where dental treatments are to be performed; *[new] amends inspection requirements, inspection failure appeal procedures; and reinspection availability.* [Authority: there is no NRS 631 authority on point but *see* NRS 631.396. See also NRS 631.190, generally.]

Andrea Barraclough (General Counsel) combined the next two regulations (NAC 631.1785 and NAC 631.179) together for a discussion due to both items being related to inspections. Ms. Barraclough addressed inspection of offices or facilities for compliance. She noted that Dr. Davis’s earlier comment is relevant to this section as well and reiterated their intention to review the language to ensure consistency in how it applies to historically underserved community clinics, as well as larger nonprofit and federally qualified health centers.

No additional public input was provided

10. **Implement NAC 631.029 - Schedule of fees** – *[all new formatting, some changes fees] A regulation relating to the practice of dentistry, dental hygiene, dental therapy, and expanded function dental assisting, revising the schedule of fees charged by the Board for licensing and administration.* [Authority: NRS 631.345]

Andrea Barraclough (General Counsel) covered the next topic, which covers the schedule of fees. Before opening the floor for discussion, Andrea Barraclough invited Director Higginbotham to provide an overview of the reasons behind increasing certain fees and restructuring the fee schedule. Andrea Barraclough also noted that the regulation has been reformatted compared to the current version, which was previously unstructured and confusing. The new format organizes fees by dental practice type, making it easier for individuals to identify which fees apply to them.

Director Higginbotham explained that the proposed fee increases are necessary to support the Board’s efforts to modernize its operations, particularly by transitioning from paper-based processes to more efficient online systems. He noted that while steps like removing notary requirements are part of this shift, implementing full digital licensing and administrative processes requires new software, which comes with significant costs. Previous attempts to procure a licensing system were unsuccessful due to budget constraints, leaving the board to rely on outdated software from 2015, though a newer operational system was recently approved to improve some administrative functions. He also highlighted those regulatory changes—such as adding new license types and implementing required redaction of patient and provider information in complaint processes—have increased workload and expenses. Combined with the effects of inflation on long-standing, decades-old fees, these factors have made it necessary to update the fee schedule to fund improved services and sustain the Board’s operations.

Andrea Barraclough (General Counsel) added further context to justify the fee increases by referencing a significant historical event in 2002, when approximately \$700,000 was

embezzled from the Board, effectively depleting its reserves. She explained that, unlike many other boards, the organization has never been able to fully rebuild those reserves, largely due to outdated fee structures. As a result, the Board operates with minimal financial cushion, likening its situation to living “year to year” on licensure fees. The speaker also emphasized that the proposed fees were developed with transparency and careful consideration, including comparisons with similar boards in neighboring states such as California, Arizona, Utah, Oregon, and Washington. The goal was to remain competitive while still addressing operational needs, especially given the Board’s lower volume of licensees.

No additional public input was provided.

JOE LOMBARDO
Governor

STATE OF NEVADA

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 & AGENDA

Anesthesia Committee

Meeting Date & Time

Tuesday, March 24, 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/83401756678>

Webinar/Meeting ID#: 834 0175 6678

Webinar/Meeting Passcode: 651659

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 Monday, March 23, 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

Committee Members' Present: Dr. Joshua Branco (Chair), Dr. Ron West, Dr. Christopher Hock, Dr. Joan Landron, Dr. Ashley Hoban.

Sub-Committee Members' Present: Dr. Amanda Okundaye, Dr. James Schlesinger, Dr. Kevin Moore, Dr. Alice Chen

Committee Members' Absent: Jade Miller

Board Staff Present: Director Higginbotham, A. Cymerman, M. Kelley, M. Ramirez, R. Vanleer

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 Monday, March 23, 2026, 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.

Karen Martin commented her concerns regarding NRS 631.215 about language affecting dental hygienists, particularly subsection 2 and subsection 1(b), which requires supervision by a licensed dentist when administering local anesthesia or nitrous oxide. Ms. Martin expressed that it seems inconsistent with existing supervision standards already outlined in our regulations, especially given that hygienists have been trained and safely administering anesthesia under established rules for some time. Ms. Martin stated that the wording is vague and does not specify supervision level and inquired about whether this provision could be removed or clarified to align with current regulations. Lisa Daniels shared concerns given the current dental hygiene shortage. Ms. Daniels stated that it seemed contradictory to lower standards in some areas while raising them in others, despite statutes already defining the scope of practice and supervision levels. She also questioned why the change is being introduced through the Board rather than legislation, particularly since similar practices have been in place before.

Karen Solie shared a similar concern regarding NRS 631.215. Ms. Solie requested that this language be removed or reverted to the original statute, which allows administration of local anesthesia and nitrous oxide under dentist authorization without supervision. This proposed change is more restrictive, creates barriers, and undermines our education, training, and long-standing practice since 2019 she stated. Ms. Soly asked for clarification on subsection 3— requiring a minimal sedation permit and anesthesia site permit mean that any office using nitrous oxide must now undergo an anesthesia inspection?

General Counsel Barraclough clarified that the version previously reviewed was outdated. The current language states that a dental hygienist or therapist may administer local anesthesia or nitrous oxide if they are either supervised or authorized by the licensed dentist, at the dentist's discretion. This change was made to align with related provisions in sections 210 and 220, ensuring consistency across the regulations.

Dr. Branco asked Ms. Barraclough to direct the board members to the NAC that allows the authorization of local anesthetic.

General Counsel Barraclough mentioned there was drafted revisions to the NAC, and preliminary version has been shared. However, those changes could not be implemented until the NRS is updated. The current NAC does not reflect these provisions, so the NRS must be amended first before the NAC can be revised to align with it.

Dr. Branco asked if the current NS, allows a dental hygienist to give local anesthetic or nitrous oxide without direct supervision of a dentist.

General Counsel Barraclough stated that the current NRS allows authorization but also references a minimal sedation permit, which created issues with the LCB requiring that permit for nitrous use. This led to scrapping the previous anesthesia regulations to clarify who actually needs the permit. The decision to adopt a two- or three-permit structure will determine permitting requirements, including whether hygienists need a permit for nitrous

Dr. West stated that he was under the impression that the current regulations—though not consistently followed—establish a four-permit system, and that we are considering moving to a two- or three-permit system.

General Counsel Barraclough explained that the current structure is technically four permits—general anesthesia, deep sedation, moderate sedation, and minimal sedation but deep sedation and general anesthesia are often treated as the same. The LCB required inclusion of minimal sedation because it's in statute, which led to reconsidering the system. The Board is now deciding between a two- or three-permit structure, with the current draft reflecting a three-permit model as a starting point for discussion.

Dr. West expressed that nitrous oxide should be treated as a simple, basic permit with minimal risk, suggesting the LCB may not fully understand its use. He noted the key issue is whether hygienists administering nitrous should be authorized or supervised. He also highlighted the broader discussion around structuring sedation permits into three main categories: minimal (including nitrous), moderate (conscious sedation), and general anesthesia.

Dr. Branco clarified that conscious sedation and moderate sedation are the same.

Dr. West clarified that minimal conscious sedation is a separate category, typically involving agents like triazolam.

Dr. Amanda Okundaye added that the ADA sedation continuum—minimal, moderate, deep, and general—which would resolve much of this confusion, as “minimal conscious sedation” isn’t a recognized category. Under this framework, nitrous oxide is considered minimal sedation (anxiolysis) and typically does not require a permit in most states. A permit would only be needed if the dosage exceeds the maximum recommended amount outlined in the package insert.

Dr. Branco requested to jump into 4a before taking any more comments due to wanting to stay on the topic of medical definitions and also stated that the definitions are simply clarifying terms in the NRS and are not tied to the regulatory requirements.

3. **Chairperson’s Report:** (For Possible Action)

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

NA

- b. Approve Agenda (For Possible Action)

A motion to approve the agenda made by Dr. West and seconded by Dr. Hoban.

No discussion. All members voted ‘AYE’

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

- a. Review, Discussion, and Possible Approval to Recommend to the Full Board Revisions to the NRS Related to Anesthesia Definitions and Permits – NRS 631.190 (For Possible Action)

General Counsel Barraclough shared that the definitions were developed based on survey feedback favoring ADA standards, then adapted into legal language for the LCB, so while wording differs, the intent remains consistent with ADA definitions.

Dr. Okundaye stated that the statute’s definition of deep sedation differs from ADAs, as it lacks key elements such as drug-induced depression, purposeful response, and potential airway intervention.

General Counsel Barraclough noted that aside from minor differences, the definitions

haven't changed significantly, and while the Board could submit the exact ADA language, the LCB is likely to push back and request more detailed legal clarification.

Dr. Hock generally agreed the definitions looked appropriate but suggested using ADA definitions to avoid reinventing the wheel, while acknowledging that the LCB may require them to be expanded or clarified in more accessible legal language.

General Counsel Barraclough explained that the definitions were written in clear legal language so lawyers and judges can interpret them without confusion or relying heavily on expert testimony, though the Board may still choose to use ADA definitions and address any resulting LCB feedback.

Dr. West responded to Ms. Barraclough and stated that those situations are rare, and if they do reach court, experts—such as attorneys with medical or dental backgrounds—would likely interpret them. For that reason, it seems reasonable to keep the definitions as close to ADA standards as possible, at least initially.

Dr. Moore asked if Ms. Barraclough could clarify what the current proposed language is under 630.1027, and whether it differs from what is posted online?

General Counsel Barraclough responded and informed that the definitions are essentially unchanged between versions, with only minor updates related to RDH language due to discussions on sections 210 and 220. Ms. Barraclough prompted that the group could look at the actual ADA language, and then she could explain how it would likely apply to this definition.

Dr. West concerned, as mentioned by Amanda, the ADA language is fairly short, and much of it already appears in your draft. It might help to compare the ADA text sentence by sentence with what you've written so the board can clearly see any differences and move things along more smoothly.

Dr. Branco added that the definitions didn't seem very technical and questioned if they may be rejected and sent back?

Director Higginbotham clarified anything that would need to be defined would be another reference that would need to be included.

General Counsel Barraclough stated that the intent is to confirm that the ADA definitions, though shorter—such as the one-sentence definition for local anesthesia—are considered sufficiently detailed to guide review panels in evaluating complaints and determining whether a violation has occurred, compared to the more detailed survey-based definitions.

Dr. West stated that if an anesthesia-related complaint reached the review panel level, a specialist in anesthesia would assist the panel in its evaluation.

General Counsel Barraclough asked Dr. Branco to confirm that all listed subsections, including local anesthesia, should be updated to use the ADA definitions.

Dr. Branco responded and suggested replacing the first sentence with the ADA definition and keeping the second sentence.

Dr. Hogan raised concern that the “no cardiac change” language is unclear and difficult to separate, especially since most local anesthetics use epinephrine.

Dr. Branco agreed to simplify and use only the ADA definition for local anesthesia and apply ADA definitions across all categories.

- i. NRS 631.027 - Deep Sedation**
- ii. NRS 631.078 - Minimal Sedation**

- iii. **NRS 631.079** - Moderate Sedation
- iv. **NRS 631.055** - General Anesthesia

Dr. West stated that the group will review the full ADA language, make any necessary adjustments to ensure comfort with the definitions, then seek board approval before advancing the language to lobbyists and the LCB, with one additional meeting planned to finalize everything.

Dr. Branco made the decision to table 4A. I-IV

- v. **NRS 631.215** - Persons deemed to be practicing dentistry; regulations regarding clinical practice of dentistry

General Counsel Barraclough stated the redlined changes focus on whether to include a minimal sedation permit and whether hygienists or therapists can administer anesthesia, which depends on deciding between a two- or three-permit structure and whether to keep or revise the proposed language.

Dr. West stated that permits should follow the individual provider rather than the office, allowing flexibility if a dentist doesn't offer certain services, and support allowing hygienists to use equipment if properly permitted, without requiring the entire office to be permitted. Dr. West explained that dentists are certified through dental school and that a dentist could authorize or supervise a hygienist to perform the procedure, even if the dentist does not personally perform it in their practice.

Dr. Okundaye noted that CODA standards already require training in nitrous for both hygienists and dentists, so graduates are qualified to provide minimal sedation, making a separate minimal sedation permit redundant. She suggests adding language clarifying that nitrous oxide (anxiolysis) is considered minimal sedation under COTA standards, and that adding any drug beyond nitrous moves the procedure into moderate sedation requiring a permit.

General Counsel Barraclough explained that permit details will be defined in NAC, not the overarching statute, and suggests reviewing section NRS 631.265 (permit structure) first before returning to section 215 to determine how those decisions apply to hygienists and dental therapists.

- vi. **NRS 631.265** - Permit to administer or supervise administration of general anesthesia, minimal sedation, moderate sedation or deep sedation; regulations

Dr. Branco, and Dr. West, and Dr. Hawk supported maintaining the current two-permit structure to avoid unnecessary complexity.

General Counsel Barraclough tabled 265 for a revision. The proposal shifted to a two-permit structure—general anesthesia (including deep sedation) and moderate sedation—while noting that removing minimal sedation may prompt questions from the LCB since it was only added in 2015. Ms. Barraclough mentioned adding something to the effect of no permit will be needed to do minimal sedation if a CODA approved program is obtained.

- vii. **NRS 631.313** - Assignment of dental hygienist, dental therapist, dental assistant, expanded function dental assistant or other person to perform certain intraoral tasks under certain circumstances; exceptions; administration of local anesthesia or nitrous oxide by dental hygienist; regulations

General Counsel Barraclough stated that these changes aim to simplify the process by allowing delegation of sedation duties to equally permitted providers without requiring board approval each time, while also clarifying personnel and facility requirements.

Dr. Branco proposed this should be tabled all together for a final review

viii. NRS 631.345 - Fees; regulations

General Counsel Barraclough proposed that the NS will set fee caps while NAC will determine the specific fees. Dr. West was comfortable with the caps, but Dr. Branco suggested to remove minimal sedation from this section. They also supported a higher fee for courses leading to permits due to the added review workload but decided the term “advanced instruction course” should be changed to something clearer, like “certification course.”

Ms. Barraclough tabled to make these revisions before moving forward.

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

Members of the public may submit public comment via email to nsbde@dental.nv.gov, or by mailing/faxing messages to the Board office. Written submissions received by the Board on or before Monday, March 23, 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.

No public comment

6. Announcements:

NA

7. 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.

A motion to adjourn was made by Dr. West and seconded by Dr. Hock.

No discussion. All members voted ‘AYE.’

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

PUBLIC MEETING NOTICE & BOARD MEETING AGENDA

Meeting Date & Time

Wednesday, March 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/89189792848>

Webinar/Meeting ID#: 891 8979 2848

Webinar/Meeting Passcode: 980500

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, March 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

Members Present: Dr. West, Dr. Streifel, Dr. Branco, Dr. Hock, Dr. Landron, Dr. Hoban, Dr. Kim, Ms. Arias, and Ms. McIntyre

Members Absent: Mr. Pontoni, Ms. Petrilla (Excused)

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, March 24, 2026, 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.

Prior to opening the floor for public comments, the Board received 180 written public comments predominately related to agenda items 6.a.4 and 6.a.5. These written public comments were received before Tuesday, March 24 by noon. The following individuals have provided their written public comments.

Dr. Dragon, Dr. Funke, Mr. Rains, Mrs. Rains, Dr. Bryant, Dr. Saxe, Mr. Klein, Ms. Chandler, Mr. McKernan, Ms. Hernandez, Ms. Jewell, Mr. Jewell, Ms. Sanchez, Ms. Kuster, Ms. Yu, Ms. Crosswhite, Ms. Medina, Ms. Briones, Ms. Hane, Ms. Dameron, Ms. Moss, Dr. Wineman, Ms. Lohmeyer, MS. Richardson, Valerie, Ms. Meyer, Khyre Rutherford, Ms. Kotek, Ms. Caser, Ms. Quick, Ms. Minnitte-Hamrey, Ms. Baertschiger, Ms. Galura-Boquiren, Ms. McCook, Ms. Mendoza, Ms. Capitano, Ms. Lwin, Ms. Mann, Ms. Fuller, Ms. Contreras, Ms. Hunter, Ms. Roman, Ms.

Smerski, MS. Greenhalgh, Dr. Sheldon, Ms. Solie, Ms. Mesropyan, Ms. Cardenas, Ms. Bohall, Ms. Jacinto-Chacon, Ms. Hammel, Ms. Crane, Ms. Temme, Ms. Sturges, Ms. Navarro, MS. Burns, Ms. Biunno, Ms. Mcullough, Ms. Lawson, Ms. Fend, Ms. Brien, Ms. Mason, Ms. Purdum, Ms. Dimmitt, Ms. Carreiro, Mc. Conin, Ms. Grayson, Ms. Daniels, Ms. Tongnoni, Ms. Lamb, Ms. Reynolds, Ms. Clark, Ms. Mantanona, Ms. Lopez, Ms. Hansen, Ms. Lee, Ms. Heckman, Ms. Oswald, Ms. Frei, Ms. Egurrola, MS. Johnston, Ms. Iniquez, Ms. Anderson, MS. Mirsky, Ms. Brotherson, Ms. Macias, Ms. Guerrica, Ms. Musil, Ms. Steneri-Meehan, Ms. Ortiz, Ms. Perry, Jennifer Gabara, Ms. Richards, Ms. Chavez Berrio, Ms. Allen, Ms. Hegne, Ms. Braner, Mr. Ventura, Ms. Coder, Ms. Twichell, Ms. Wence, Ms. Fincher, Ms. Bracamontes, Mr. Armando Arreguin, Ms. Richardson, Ms. Sak, Ms. Davalos, Ms. Hernandez, Ms. Jauch, Ms. Sorenson, Ms. Raviz, Ms. Silva, Ms. Congro, Mr. Tran, Ms. Anglade, Ms. White, Ms. Williams, Ms. Arciaga, Ms. Grigorilou, Ms. McGinness, Ms. Mendoza, Ms. Stefan, Ms. Felton, Ms. Moreno, Ms. Cerna, Ms. Lincicome, Ms. Tavey, Ms. Bagley, Ms. Zapata, Ms. Vanguilder, Ms. Lannes, Ms. Bell, Ms. O'Leary, Ms. Brunner, Ms. Doyle, Ms. Irvine, Ms. Benbo-Leahey-Bucsit, Ms. Eigenauer, Ms. Hill, Ms. Smith, Ms. Velasco, Ms. Taylor, Ms. Scott, Ms. Ramos, Ms. Cambra, Ms. Stang, Alaska Dental Hygienist Association, Ms. Pierce, Ms. Obine, Ms. Sin, Ms. Faja Jones, Ms. Serrano, Ms. Chanla, Ms. Estrada, Ms. Mancilla, Ms. Brooke, Ms. Tye, Ms. Luna, Ms. Smith, Ms. Wilson, Ms. Lutes-Kirby, Angela Thiessen, Chris Thiessen, Ms. Mouansengphet, Ms. McDonald, Ms. Lusk, Ms. Anderson, Ms. Skreczko, Ms. Barry Brady, Ms. T Anderson, Ms. Crossland, Ms. Hahn, Ms. Dennehy, Marlon, Ms. Henriod, Ms. Summers, Ms. Zapata, Ms. Kottke, Ms. Chiralde, Ms. Eggett, Ms. Hanlon

The Board received an additional eleven public comments.

Ms. Martin, Ms. Navarro, Ms. Daniels, Dr. Bryant, Ms. Minival, Ms. Lincicome, Ms. Timmy, Ms. La Rosa, Dr. Abittan, Mr. Ventura, Ms. Brainer

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

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

NA

- b. Approve Agenda (For Possible Action)

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

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. February 25, 2026 – Board Meeting
- ii. March 10, 2026 – Administrative Hearing
- iii. March 11, 2026 – Dental Hygiene, Dental Therapy, and EFDA Committee

A motion to group and approve minutes was made by Dr. West and it was seconded by Dr. Landron.

No discussion. All members voted ‘AYE’.

- 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

Dr. Streifel reported on the licenses approved for dentists, hygienists, and the public health program, noting that all have been approved and inspected; this information was provided for reference.

5. Executive Team Report: (For Possible Action)

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

General Counsel Barraclough presented that there is one ongoing litigation matter. Discovery is closing at the end of March, with the final deposition scheduled just before that. A few motions are pending, and depending on their outcomes, the next step will be filing dispositive motions, such as a motion for summary judgment, in an effort to resolve the case without going to trial. An update will be provided at the next board meeting.

- b. Regulatory Update (For Informational Purposes Only)

- i. Teledentistry – New Number Assignment- R040-26

General Counsel Barraclough clarified that the regulatory process consists of eight steps, which apply to both items B and C. For the teledentistry regulation, the

Board is currently on Step 8, the final stage, where the Executive Director prepares the notice of adoption based on the Board's previously approved language. The only change is an updated regulation number (R040-26), and the notice of adoption will proceed using the existing approved language. This update is for informational purposes.

- c. Review, Discussion and Possible Approval/Rejection of the Revised Proposed Regulations for RO41-26 EFDA – NRS 631.190 (For Possible Action)**

Regarding the EFDA regulation, it was discovered that documentation of the required notice to the State Archives from Step 5 could not be located. To ensure compliance, the process will restart at Step 5 under a new number (R041-26). The language remains unchanged from what the Board previously approved. The Board will need to vote to issue a new notice of intent, after which the regulation will move forward again through Steps 6, 7, and 8.

A motion to approve 5c minutes was made by Dr. West and it was seconded by Dr. Hoban.

No discussion. All members voted 'AYE'.

- 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 # 2425
- 2. Case # 2571
- 3. Case # 2572

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

No discussion. All members voted 'AYE'.

- ii. Review Panel 2**

1. Case # 2536
2. Case # 2540
3. Case # 2553
4. Case # 2565
5. Case # 2566

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

No discussion. All members voted 'AYE'.

iii. Review Panel 3

1. Case # 2567
2. Case # 2568
3. Case # 2581
4. Case # 2586
5. Case # 2587
6. Case # 2589
7. Case # 2593

A motion to group and approve the remands was made by Ms. Landron and it was seconded by Ms. Arias.

No discussion. All members voted 'AYE'.

- e. 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 # 2573

A motion to approve the remand with letter of concern was made by Dr. West and it was seconded by Dr. Kim.

No discussion. All members voted 'AYE'.

ii. Review Panel 2

1. Case # 2558

A motion to approve the letter of concern was made by Ms. McIntyre and it was seconded by Dr. Streifel.

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. Z

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

No discussion. All members voted 'AYE.'

ii. Dr. Y

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

No discussion. All members voted 'AYE.'

iii. Dr. X

**A motion to approve the authorized investigation was made by Dr. Hoban,
and it was seconded by Dr. Landron.**

No discussion. All members voted 'AYE.'

iv. Dr. W

**A motion to approve the authorized investigation was made by Dr. West,
and it was seconded by Dr. Kim.**

No discussion. All members voted ‘AYE.’

v. Dr. V

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

No discussion. All members voted ‘AYE.’

vi. Dr. U

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

No discussion. All members voted ‘AYE.’

6. New Business: (For Possible Action)

- a. Discussion, Review and Consideration of Authorization the Board Staff to Initiate Workshop Process on the Following NAC Regulations – NRS 631.190 (For Possible Action)**
 - i. New Graduate CE Requirements - NAC 631.173, NAC 631.175, and NAC 631.177**
 - ii. Live Laser CE - NAC 631.033**
 - iii. Live Patient CE – NAC 631.173**

Dr. West stated that items one through three would be addressed separately from items four and five.

General Counsel Barraclough items one through three relate to Board-initiated clarifications of continuing education (CE) requirements and are being presented for workshop consideration. Items four and five will include a statement from Dr. West, followed by an explanation of the compromise.

- iv. Dentist Supervision and Authorization of Dental Hygienists – NAC 631.210**
- v. Dentist and Dental Hygienist Supervision of Dental Assistants – NAC 631.220**

Dr. West ruled that the language around “authorize” versus “supervise” is being reviewed, which has significant implications for both dentists and hygienists. It’s recommended that this discussion move into a workshop setting for more in-depth review.

A motion was made to move 6(a)(i)–(v) to move into a workshop by Dr. West, and it was seconded by Dr. Hoban.

No discussion. All members voted ‘AYE.’

- b.** Review, Discussion and Possible Adoption of a Recommended Advisory Opinion on Dr. Lorber’s Brick-and-Mortar Public Health Program Application – NRS 631.190; NRS 631.34583 (For Possible Action)

A motion to approve Dr. Lorber’s brick and mortar public health program application was made by Dr. West, and it was seconded by Dr. Kim.

No discussion. All members voted ‘AYE.’

- c.** Review, Discussion and Possible Approval/Rejection of Tasking the Dental Hygiene, Dental Therapy, and EFDA Committee with Analyzing and Making Recommendation on the Qualification Criteria for Brick-and-Mortar Public Health Programs – NRS 631.190; NRS 631.34583 (For Possible Action)

A motion to approve the review of discussion for possible approval/rejection of the Dental Hygiene Dental Therapy and EFDA Committee to analyze and make recommendation on a qualification criteria for a brick-and-mortar public health program was made by Ms. McIntyre, and it was seconded by Dr. Branco.

No discussion. All members voted ‘AYE.’

- d.** Review, Discussion, and Possible Approval/Rejection of Permanent Anesthesia Permit – NAC 631.2235; NRS 631.190 (For Possible Action)
 - i.** Dr. Sapir Cohen, DMD – Moderate Sedation
 - ii.** Dr. Khurram Fahim, DMD – Moderate Sedation
 - iii.** Dr. Matthew P. Manas, DDS – Moderate Sedation

A motion to approve the permanent anesthesia permits for doctors 6(d)(i-iii) was made by Dr. Branco, and it was seconded by Dr. Hock.

No discussion. All members voted 'AYE.'

- e. Review, Discussion, and Possible Approval/Rejection of Temporary Anesthesia Permit – NAC 631.2234; NRS 631.190 (For Possible Action)
 - i. Dr. Michael St. Laurent, DMD – Moderate Sedation

A motion to approve the temporary anesthesia permit for Dr. St. Laurent was made by Dr. Branco, and it was seconded by Dr. Hock.

No discussion. All members voted 'AYE.'

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

A motion to approve the voluntary surrender of License for Dr. Yee was made by Dr. Branco, and it was seconded by Dr. Kim.

No discussion. All members voted 'AYE.'

- 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, March 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.

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.

The Board received six public comments.

Mr. Ventura questioned whether out-of-state trainees stay locally and said it's hard to compromise on details when they fundamentally oppose the proposal.

Director Higginbotham clarified that no data was analyzed on how many graduates leave the area—only on how many are being trained in institutions.

Mr. Ventura explained that hygienists find it difficult to offer compromise solutions because they fundamentally disagree with the proposal itself, making it hard to negotiate details like required hours.

Ms. Minival questioned whether the NDA survey reflects all dentists and said she hasn't experienced a shortage, emphasizing the need for collaboration and suggesting that expanding high-capacity hygiene programs would be a more effective solution.

Director Higginbotham shared that there are about 2,400 total dentists, including 1,900 general dentists (non-specialists). The current hygienist-to-dentist ratio (0.81-to-1) is based on earlier licensing cycles and will need to be updated with future renewal data.

Dr. Abittan defended the survey's validity and emphasized that a significant hygienist shortage exists and must be addressed for patient care.

Ms. Chandler expressed concern that public health dental hygiene programs performing diagnostics (like X-rays and exams) without providing follow-up treatment could leave patients—especially Medicaid patients—without proper continuity of care and urged the board to consider this when setting guidelines.

Ms. Laura highlighted a shortage of dental assistants and warned that reduced training standards could harm patient care, advocating for more education funding instead.

Ms. Timmy highlighted ongoing outreach efforts to build the workforce pipeline,

noted that increasing periodontal disease is lengthening appointments and straining the hygiene workforce, suggested simplifying public health endorsement requirements, and emphasized that program expansion is limited by lack of funding and facility capacity.

Ms. Arias emphasized that expanding dental hygiene programs is limited by funding for faculty, not space, and that without financial support to hire instructors, schools cannot increase student enrollment.

Dr. Abittan raised concerns about public health programs lacking in-state oversight and referral networks, stressing the need to ensure continuity of care and patient safety, and noted that expanding hygiene programs is a long-term solution limited by funding and not feasible for immediate workforce needs.

Ms. Chandler described ongoing outreach efforts to inspire students—especially from underserved communities—to pursue dental careers and highlighted a new state funding opportunity (SB5) that could support dental workforce development if dentistry is included.

8. Announcements:

Dr. West shared that the meeting covered a lot of valuable information. He encouraged everyone to come with a collaborative, constructive mindset and focus on what's best overall, taking into account the data and perspectives shared when coming to the workshop.

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.

A motion to adjourn was made by Ms. McIntyre and seconded by Dr. Landron.

No discussion. All members voted 'AYE.'

Last Name	First Name	MI	Title	License Number	Date of License Approval:	Total RDH Licenses Added 3/17/2026 to 4/17/2026
Dunbar	Alanna	L.	RDH	103301	3/27/2026	6
Inocencion	Maria Bettina	T.	RDH	103302	4/9/2026	
McAuley	Marissa	M.	RDH	103303	4/9/2026	
Seaman	Laurisa	K	RDH	103304	4/9/2026	
Luciano	Kristin	R.	RDH	103305	4/9/2026	
Hale	Hannah	B.	RDH	103306	4/9/2026	

Last Name	First Name	MI	Title	License Number	Date of License Approval:	Total Dental Licenses Added 3/17/2026 to 4/17/2026
Lee	Laura	L.	DDS	8363	3/13/2026	13
Schneider	Bernard	M.	DDS	8364	3/13/2026	
Nielson	Chandler	J.	DMD	8365	3/27/2026	
Hwang	Andrew		DDS	8367	3/27/2026	
Miller	Aaron		DDS	8368	3/27/2026	
Muir	James	P.	DDS	8369	3/27/2026	
Morehead	Keisha	R.	DDS	8370	4/9/2026	
Hervani	Shayan		DDS	8371	4/9/2026	
Ahmadi	Ava		DDS	8372	4/9/2026	
Hunter	Kendra	L.	DMD	8373	4/9/2026	
Eaker	Gwen	C	DMD	8374	4/9/2026	
Bandley	Richard	A.	DMD	8375	4/10/2026	
Nauman	Angie	K.	DDS	8376	4/16/2026	

Last Name	First Name	MI	Title	License Number	Date of License Approval:	Total # of Dental License Reinstated to Date 1/1/2026 to 4/17/2026
McElhinny	Angela	R.	RDH	3375	1/30/2026	3
Vartanian	John		DDS	7027	2/18/2026	
Jones	Jessica		RDH	102507	3/27/2026	Total # of Dental Hygiene License Reinstated to Date 1/1/2026 4/17/2026
Toogood	Shauna		RDH	2728	4/9/2026	3
Sayedna	Shahram		DDS	5015	4/16/2026	
Mirdamadi	Paul		DDS	S2-214	4/16/2026	

Bill Draft Request Concept Memo*

Board: Nevada State Board of Dental Examiners

* Please note -this proposed bill and the subject thereof is currently also being considered for inclusion as a regulation; the regulation workshop is set for May 22, 2026, and the Board meeting wherein the Board will decide whether this should be a regulation, or statute will be on June 24, 2026. If workshop feedback positively favors a regulation, and the Board agrees, and LCB does object to the matter being regulated instead of the subject of an NRS, then this will not require a legislative BDR after all.

Proposed Bill Topic: Permitting dental assistants to perform supragingival scaling upon the completion of training and demonstrating competency to provide workforce support to dental teams and to alleviate some of the pain of the dental hygienist shortage in Nevada.

In the dental industry, national preferences for the dental hygienist-to-dentist ratio at any given practice should be 2 dental hygienists to every 1 dentist. This ratio promotes access to care and better oral hygiene. However, while some areas of the country may be able to meet that ratio, Nevada cannot. As of March 2026, Nevada only has a team ratio of 0.81 dental hygienists to every 1 general dentist. This ratio will be updated in August 2026 after the dental hygienist renewal period closes in June 2026, but it is not expected to significantly increase.

Note: The ratios below are estimated based on the licensing software system data regarding the number of active licenses. The ratios DO NOT take into consideration the nearly 600 specialty dentists that have been assigned a specialty license, since specialists typically do not use hygienists in their dental team, and our data estimates only about 225 specialty dentists employing dental hygienists. The ratios only compare dental hygienists to general dentists and do not include the specialty dentists.

Nevada Educational Pipeline

Nevada's higher education pipeline produces an estimated 27 dental hygienists (CSN and TMCC) to 102 general dentists (UNLV and Roseman) yearly. Excluding attrition from graduates not obtaining licensure and leaving Nevada after graduation, the estimated ratio of future graduates is 0.27 dental hygienists to every 1 general dentist produced from Nevada's higher education pipeline.

Accounting for License Mobility from Other States

It was previously hoped that adding a license by endorsement would encourage dental professionals to move to Nevada and to ease their professional burden in doing so. However, the endorsement licensure allowance has not made a significant dent in resolving the dental hygiene shortage. Between 2020 and 2025, the licenses issued by endorsement have produced 141 dental hygienists to 162 dentists, still a low ratio of 0.87 dental hygienists to every 1 dentist using another state's licensing credentials to obtain a license in Nevada.

Between 2020 and 2025, the licenses issued by military credentials have produced 26 dental hygienists to 28 dentists, a ratio of 0.93 dental hygienist to every 1 dentist.

Combined this produced only 0.88 dental hygienists to every 1 dentist. Thus, Nevadans cannot rely on licensures by endorsement to affect positively the dental hygiene shortage.

Accounting for License by Examination

Between 2020 and 2025, the licenses issued by examination have produced 477 dental hygienists to 736 dentists, a ratio of 0.65 dental hygienists to every 1 dentist.

Accounting for License Mobility and Examination

Between 2020 and 2025, the combined total number of licenses issued through license mobility and examination have produced 625 dental hygienists to 926 dentists, a ratio of 0.67 dental hygienists to every 1 dentist.

Further, in the last 5 years, the number of licensed dental hygienists has declined by nearly 11%, while general dentist licenses have increased by just over 3% and specialty dentists have increased by more than 7%. Whereas dentist licenses are increasing, the corresponding dental hygiene licenses are decreasing, the dental hygiene shortage will most likely worsen and not improve.

Aging Experience

It is estimated that roughly 30% of the licensed dental hygienists in Nevada have 20+ years of licensed experience, leading to further sustainability concerns. If these 30% retire between 2026 and 2040, and the number of graduates and/or pre-existing hygienists moving into Nevada does not replace this 30% loss, the hygienist shortage will worsen.

Bill Summary: Please provide a general overview of the proposed BDR and answer the following questions.

- Are there similar measures from the current or previous legislative sessions? (Yes/No)
 - 2025 Reduced Endorsement Years of Experience to Zero (0) – however this has not led to increased number of hygienists in Nevada, likely due to the fact data shows this profession’s primary demographic tends not to relocate.
 - In the 2025 session, there was a bill proposed (SB 495) but rejected related to apprenticeship programs for dental hygiene; while dissimilar in the mechanism sought to solve the hygiene shortage, it had a similar end-goal of increase patient access to hygiene care.
 - AB 334, a bill creating a licensure type for expanded function dental assistants, was passed last year; however, one part was stricken before final adoption that would have allowed EFDAs to perform coronal (aka supragingival) scaling, which is similar to the goal of this bill.

- Are there relevant federal laws, court decisions, or attorney general opinions? (Yes/No)
- Are there comparable statutes in other states? (Yes/No) Several states have passed statutes allowing for the existence of Oral Preventative Assistants (OPAs), which is defined as dental assistants trained and authorized to do certain preventative tasks including supragingival scaling and polishing. Each states qualifications and allowances vary. Among them are:
 - Arizona (SB1124)
 - Kansas (HB 2724)
 - Illinois (SB 2631)
 - Virginia (SB 178/HB 970)
 - Missouri (SB 993/HB 2362)
- What would be the potential impact of implementing the BDR?
 - Establish a more short-term solution to mitigate the current hygienist workforce shortage while longer term solutions like the educational pipeline can be further developed.
 - Increase dentist access to workforce solutions during the dental hygienist shortage to deliver limited scaling services on healthy gums under the supervision of a licensed dentist or dental hygienist. A Nevada Dental Association survey reports nearly 50% of the dentists have an open dental hygienist position that they cannot fill or are actively looking to hire another dental hygienist.
 - Improve patient wait times to see a dental hygienist. A Nevada Dental Association survey reports 7 out of 10 dentists say the shortage is increasing patients' wait times for oral hygiene care.
 - Note that there will likely be opposition from dental hygienists and their professional associations based on national trends from the OPA legislation passed in other states. However, arguments that may be stronger in parts of the country without a harsher shortage or with a less rural populace will not be as impactful to Nevada, where our data shows patient access to hygiene care will worsen over time.
- What would be the consequences if the BDR does not pass?
 - There would be no short-term solution to the dental hygienist shortage.
 - Further increases in dentists through license mobility and examination by comparison to dental hygienists will remain at an unsustainable number.
 - Eventual longer wait times for oral hygiene care and possible no hygiene care for rural Nevadas will likely result in systemic oral deterioration, which could compromise patient safety.

Governor's Priority:

This BDR concept is in line with 3.2.1 - Support Mid-Level Providers Through Training and 3.5.2 - Support Buildout of Healthcare Infrastructure to Fill Service Gaps.

Support beyond the agency:

As noted, this BDR concept is scheduled to be reviewed at a public regulation workshop on May 22, 2026. Importantly, this concept was initially brought to the Board by the Nevada Dentist's Association (NDA). In the original form, it was unlikely to obtain hygienist support. However, simultaneously, the Nevada Dental Hygiene Association (NDHA) proposed a regulation to increase their scope of practice, which likewise would likely face opposition from some dentists. The Board, who was previously tasked at the 2025 legislative session to try to assist in some sort of compromise to the dental hygiene shortage, saw an opportunity to edit both regulations in a manner that might appease the opposing side. The Board authorized the exploration of the concept of allowing dental assistants to perform supragingival scaling at the March 25, 2026, Board Meeting (along with also allowing the increased dental hygienist scope of practice to be explored). The original regulation concept was supported by the Nevada Dental Association's survey results communicating the challenges experienced by dentists unable to find dental hygienists to employ.

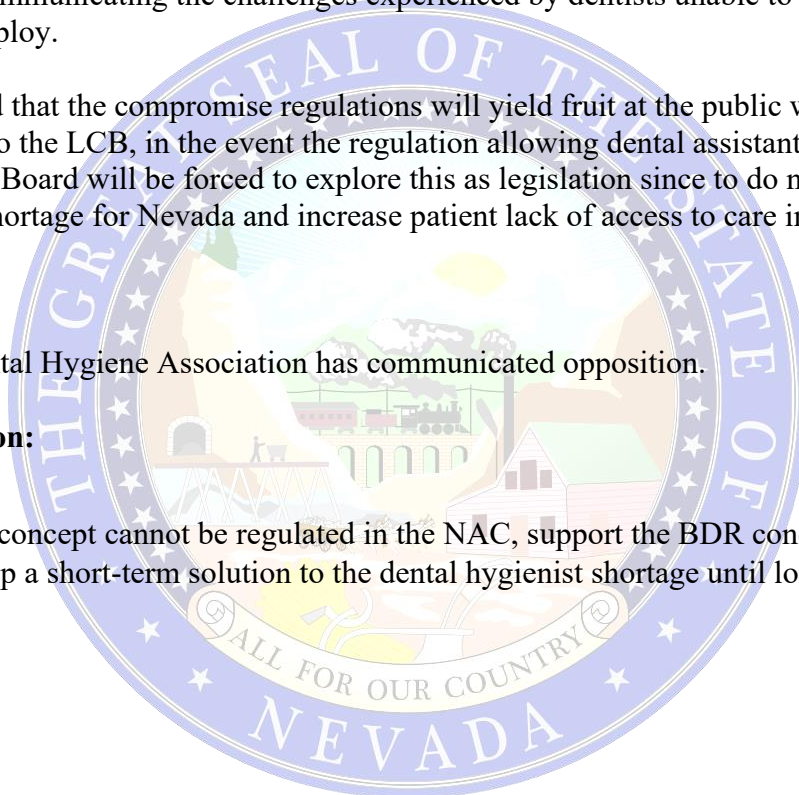
While it is hoped that the compromise regulations will yield fruit at the public workshop that is also acceptable to the LCB, in the event the regulation allowing dental assistant supragingival scaling fails, the Board will be forced to explore this as legislation since to do nothing will only exacerbate the shortage for Nevada and increase patient lack of access to care in the future.

Opposition:

The Nevada Dental Hygiene Association has communicated opposition.

Recommendation:

In the event this concept cannot be regulated in the NAC, support the BDR concept as an NRS change to develop a short-term solution to the dental hygienist shortage until long term solutions are realized.



Bill Draft Request Concept Memo

Board: Nevada State Board of Dental Examiners

Proposed Bill Topic: Changes regarding anesthesia and sedation permitting; specifically, allowing only a two-permit structure instead of requiring a three-permit structure.

The existing NRS establishes potentially four anesthesia and/or sedation permits— a minimal sedation permit, a moderate sedation permit, and deep sedation permit, and a general anesthesia permit. While existing NAC regulations have allowed for deep sedation and general anesthesia to be blended into a single permit and for minimal sedation to be provided without a permit, the Legislative Counsel Bureau (LCB) has interpreted the NRS to require, at minimum, three possible permits, which does not conform to practice realities or Board enforcement capabilities. To that end, the Board was not allowed to see through anesthesia regulation changes proposed in 2023 that did not conform to the existing language of the NRS. This misalignment has existed for more than a decade and was only recently identified by the LCB bill drafters. As a result, further progression towards much needed regulation changes cannot occur without first aligning the NRS and NAC with practicalities.

This issue has been discussed at multiple Board and Anesthesia Committee meetings, where there has been consensus to require and enforce only a two-permit structure consisting of a moderate sedation permit and a general anesthesia permit (under which one can also perform deep sedation).

The preference for a two-permit structure is based on the clinical reality that deep sedation and general anesthesia produce similar patient effects and therefore may be more appropriately consolidated. Additionally, guidance from the American Dental Association (ADA) indicates that minimal sedation via the enteral route is typically achieved through administration of a single drug, or divided doses of a single drug, not exceeding the FDA's maximum recommended dose for unmonitored home use. Thus, it is inefficient to use dentist's time and Board resources to require a permit for such a low dose of medication that only has local numbing effects.

Bill Summary: Please provide a general overview of the proposed BDR and answer the following questions.

- Are there similar measures from the current or previous legislative sessions? (Yes/No)
- Are there relevant federal laws, court decisions, or attorney general opinions? (Yes/No)

While there have been court cases in the realm of medical malpractice requiring a deep sedation administrator to be able to wake the patient from general anesthesia due to the fact inadvertent oversedation often occurs in deep sedation to the point the airway becomes compromised, these cases would not be apposite to this legislation since we are requiring a general anesthesia permit to perform deep sedation. There are no known cases regarding permitting requirements.

- Are there comparable statutes in other states? (Yes/No)

- Fewer than 10 states require a minimal sedation permit, such that the national trend is not to require a permit for minimal sedation.
- What would be the potential impacts of implementing the BDR?
 - Licensee communication will be improved, as clarification of the sedation and anesthesia permit structure to licensed dental professionals would be the result.
 - A beneficial impact on the Board's ability to pass regulations without affronting current NRS language would occur, as an alignment between the NRS and the NAC would be achieved.
- What would be the consequences if the BDR does not pass?
 - There would be continued misalignment between the NRS and the NAC.
 - The Board would be unable to revise sections of the sedation and anesthesia regulations due to the misalignment.
 - Forcing the regulations to conform to current NRS language requiring a three-permit structure would require the Board to implement a whole new permit type, would require that new Board agents be hired for permit assessment, and would require more Board staff hiring for minimal permit enforcement, which is not tenable given Board budget constraints and the limited number for dental professional fees that could offset budget shortfalls from implementing this type of unneeded permit.

Governor's Priority:

This BDR concept is in line with 2.4.3. - Eliminate Unnecessary Licenses. This BDR concept is in line with Section 3 of the Executive Order 2023-004.

Support beyond the agency:

This BDR concept was discussed at the December 11, 2025, public Board meeting and the March 24, 2026, Anesthesia Committee Meeting. No public comment in support or opposition was provided. Informal communications with association leaders and stakeholders have indicated a preference for a two-permit structure because a three-permit structure requiring a minimal sedation permit is considered overburdensome where minimal sedation drug used in dental settings do not even exceed the FDA maximum recommended dose for unmonitored home use.

Opposition:

No opposition is known

Recommendation:

Support the BDR concept to allow only a two-permit structure for moderate sedation and general anesthesia in NRS 631.

Bill Draft Request Concept Memo

Board: Nevada State Board of Dental Examiners

Proposed Bill Topic: Changing the biennial license renewal deadline from the same date for every licensee (currently June 30 every other year) to the individual licensee's date of birth every other year.

Bill Summary: Please provide a general overview of the proposed BDR and answer the following questions.

The Board is reviewing this law because, currently, with all licensees having the same renewal deadline, there is a licensing bottleneck from about April 15 to June 30 every year. With only three dedicated licensing staff, the turn-around time needed to process and vet license renewal applications increases from weeks to months. Other employees from other teams can help, but this then reduces resources needed for other operations. In changing the deadline to licensee birthdays, license renewal processing and vetting would now be staggered across the year, reducing the summer bottleneck and stress on the small licensing department, while preserving the ability of Board employees in other divisions to focus on their mission tasks.

- Are there similar measures from the current or previous legislative sessions? (Yes/No)
 - While this Board has not previously sought to change its license renewal deadlines, multiple other professional licensing Boards and Agencies have migrated to utilize the licensee's birth date as license the expiration date.
- Are there relevant federal laws, court decisions, or attorney general opinions? (Yes/No)
- Are there comparable statutes in other states? (Yes/No)
 - Arizona 32-1236(A) – license expires 30 days after the licensee's birth month triennially
 - Washington WAC 246-817-990 – licenses must be renewed every year on the practitioner's birthday
 - Idaho 67-2614 – all licensees must renew on or before the birthday of the licensee
- What would be the potential impact of implementing the BDR?
 - Improved workflow to properly manage the licensing renewal volume and newly graduated licensing applicants throughout the year.
 - Stabilized revenue intake throughout the year.
- What would be the consequences if the BDR does not pass?
 - Continued bottlenecked operations during static renewal period that coincides with the timing of graduation and new licensing applicants applying.
 - Continued one-time influx of revenue.

Governor's Priority:

This BDR concept is in line with 5.2.3 Improve a Culture of Problem Solving and Responsiveness.

Support beyond the agency:

This BDR concept was discussed at the December 11, 2025 Board Meeting. No public comment in support or opposition was provided. Informal communications with association leaders have not indicated opposition.

Opposition:

No opposition is known.

Recommendation:

Support the BDR concept to deliver improved workflow and stabilize revenue flow throughout the year.



Bill Draft Request Concept Memo

Board: Nevada State Board of Dental Examiners

Proposed Bill Topic: Changing the official name of the Board of Dental Examiners of Nevada to the Nevada State Board of Dental Medicine to conform with the reality of what the Board does and eliminate references to the Board conducting or scoring examinations.

The Nevada State Board of Dental Examiners has not performed an examination for licensure in over 20 years. Dental licensure examinations are conducted by third party, non-profit examination organizations and are typically conducted at higher education institutions or dedicated exam sites. The scores are then forwarded to the Board as a supplement to a license application. By removing references to “examiners,” we are giving accurate notice to licensees of the Board’s purpose and capabilities.

Additionally, modernizing the name to the Nevada State Board of Dental Medicine would align the name change with UNLV’s School of Dental Medicine and Roseman University of Health Sciences’ College of Dental Medicine.

Bill Summary: Please provide a general overview of the proposed BDR and answer the following questions.

- Are there similar measures from the current or previous legislative sessions? (Yes/No)
- Are there relevant federal laws, court decisions, or attorney general opinions? (Yes/No)
- Are there comparable statutes in other states? (Yes/No)
Colorado changed its Board’s name to the Colorado Dental Board (2013 HB 14-1227)
Iowa changed its Board’s name to the Iowa Dental Board (2007 SF 2353)
Minnesota changed its Board’s name to the Minnesota Board of Dentistry (changed in 1975)
South Carolina changes its Board’s name to the South Carolina Board of Dentistry (1981-1982 Bill 192)
- What would be the potential impacts of implementing the BDR?
 - Clearer information to the public and potential and current licensees that the Board itself does not conduct or grade written or clinical dental examinations.
 - To the extent “The Board of Dental Examiners” is associated with a prior negative reputation, modernizing the name could act as a rebrand to show the public and licensee that we are focused not just on giving or grading exams, but that we value the integrity of the whole of dentistry. Thus, there could be an ancillary effect of the name change fostering or building public trust.
- What would be the consequences if the BDR does not pass?

- It could continue to mislead the public and licensees regarding a role that the Board does not actually perform (giving and grading exams).
- It maintains the name of “Board of Dental Examiners of Nevada” where our primary roles are discipline, licensing, and supporting public safety.

Governor’s Priority:

This BDR concept is in line with 2.1.3 - Change Regulatory Culture to Partnership and Collaboration with Industry

Support beyond the agency:

This BDR concept is scheduled to be reviewed by the Board at the April 29, 2026, Board Meeting. Informal discussions with industry stakeholders and association leaders have not indicated opposition.

Opposition:

No opposition is known.

Recommendation:

Support the BDR concept to modernize and rebrand the name to the Nevada State Board of Dental Medicine.



Bill Draft Request Concept Memo

Board: Nevada State Board of Dental Examiners

Proposed Bill Topic: Removing a requirement from the statute regulating dental therapist licensure that does not exist, this creating a legal impossibility for anyone to be licensed as a dental therapist.

Bill Summary: Please provide a general overview of the proposed BDR and answer the following questions.

In 2019, the NRS was amended to include dental therapy as type of dental professional that may be licensed and regulated by the NSBDE (NRS 631.3121). The current NSBDE Board and staff have no historical knowledge about the source of or reasons for the proposed language, but in its current enacted form, it requires for license “pass[ing] a written examination given by the Board upon such subjects as the Board deems necessary for the practice of dental therapy or [presenting] a certificate granted by the Joint Commission on National Dental Examinations which contains a notation that the applicant has passed the applicable national examination with a score of at least 75. The Board does not and has not for 20 years given exams itself. Further, the Joint Commission on National Dental Examinations does not give dental therapy exams, nor issue scoring certificates for dental therapy exams. Thus, for anyone to be able to qualify for dental therapy licensure, the fiction currently codified needs to be corrected.

- Are there similar measures from the current or previous legislative sessions? (Yes/No)
 - There is nothing related to correcting this fiction elsewhere, though the 2019 laws where it was enacted may be considered similar.
- Are there relevant federal laws, court decisions, or attorney general opinions? (Yes/No)
- Are there comparable statutes in other states? (Yes/No)

While other states have statutes allowing for licensure of dental therapists (e.g., Washington, Oregon, Minnesota, and Alaska), there is nothing about the Joint Commission on National Dental Examinations therein. There are only three CODA approved dental therapy schools in the United States.
- What would be the potential impact of implementing the BDR?
 - Potentially allowing otherwise qualified dental therapy licensure candidates to actually obtain a license in Nevada.
- What would be the consequences if the BDR does not pass?
 - Maintaining the practical inability of anyone to actually obtain a dental therapy license in Nevada.

Governor’s Priority:

This BDR concept is in line with 1.1.3 Establish Pathways from Education to Workforce and 2.1.1 Eliminate and Reform Unnecessary Regulations.

Support beyond the agency:

This BDR concept is scheduled to be reviewed by the Board at the April 29, 2026, Board Meeting. Informal discussions with industry stakeholders and association leaders have not indicated opposition.

Opposition:

No opposition is known.

Recommendation:

Support the BDR concept to eliminate fictitious requirements that currently bar licensure of dental therapists.



: Request for Bill Draft Request (BDR) Submissions – 2027 Legislative Session

 Nikki Haag
To: Nikki Haag
Cc: Isabel Graf; Amanda J. Flocchini

  Reply  Reply all  Forward   

Wed 4/8/2026 11:03 AM

 You replied on Wed 4/8/2026 12:27 PM

[View conversation](#)

 Bill Draft Request Concept M...
485 KB

Good morning, Executive Directors:

As we begin preparing for the upcoming 2027 Legislative Session, the Governor's Office has requested information regarding potential Bill Draft Requests (BDRs) from boards under our purview.

If your board intends to move forward with any BDR concepts, please complete the attached Bill Draft Request Concept Memo Template for each proposed concept.

Submission Requirements:

- A separate form must be completed for each BDR concept
- Please ensure responses are thorough and clearly outline the purpose, impact, and need for the proposal
- Submit completed forms no later than Friday, April 17, 2026

Important - Governor's Priority Section:

Please note that the Governor's Priority section of the template will require review of the following document. When completing this section, please reference the applicable priority area and it's subsection:

Link: [FINAL Lombardo Admin 3-Year Plan Presentation | DocumentCloud](#)

Submission Instructions:

Please return completed forms to:

- Isabel Graf (cc'd on this email)
- Myself

This information will assist the Governor's Office in understanding and evaluating legislative priorities being considered by boards for the upcoming session.

As a reminder, this request is intended to support coordination and visibility of potential legislative concepts. Boards should continue to operate within their statutory authority when developing and advancing proposals.

Thank you for your time and continued collaboration,
Nikki

Nikki Haag
Deputy Director
Office of Nevada Boards, Commissions, and Councils Standards
Department of Business and Industry

Received
MAR 12 2026
NSBDE

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Case No. [REDACTED] 2404

Complainant,

vs.

**NON-DISCIPLINARY
STIPULATION AGREEMENT**

[REDACTED]
Respondent.

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

I.
Background

1. Respondent is a dentist 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 November 15, 2022, License No. [REDACTED].

2. On or about June 10, 2024, the Board received a Verified Complaint from patient [REDACTED] regarding issues with the dental care she received from [REDACTED] alleging possible violations of NRS Chapter 631 and/or NAC Chapter 631.

3. On or about June 12, 2024, 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

1 ///

2 [REDACTED]

3 4. On or about July 8, 2024, the Board received Respondent's written response to the
4 Notice of Complaint and Request for Records.

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

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

11

12 **II.**
13 **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

19 a) **There is a preponderance of the evidence to support a finding that the**
20 **Respondent's treatment was below the standard of care, to wit: Respondent**
21 **affixed or caused to be affixed a permanent fixed partial denture (FPD)**
22 **when seven months had elapsed, even though radiographic indicators**
23 **showed substandard margins and potential decay during the interim time**
24 **from the procedure to cementing.**

23

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
26 there is sufficient evidence to support the findings and recommendations contained herein; and
27 that 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

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 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 he has knowingly waived this right in order to
7 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 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.

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

22

23

**(a) In addition to completing the required continuing education necessary for
license renewal, Respondent agrees to obtain an additional eight (8) hours of
supplemental continuing education regarding fixed dentures and/or bridges.**

24

25

26

27

28

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

agrees that the treatment planning CE shall be completed through attendance at live presentations (which can, but does not have to include, a hands-on component). The cost 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 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 continuing education and submits written proof of the completion of the supplemental education and paying the reinstatement fee pursuant to NRS 631.345, Respondent's license to practice dentistry in the State of Nevada will automatically be reinstated by the Executive Director of the Board without further notice, provided that there are no other violations of any of the provisions contained in this Agreement.

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

Respondent understands and acknowledges that the completion of these continuing education classes 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 NRS 631.342, NAC 631.173, NAC 631.175 and/or AB 474. Further, this case is a companion to another case still open with the Board (the stipulation for which is being executed contemporaneously with the execution of this agreement). Respondent acknowledges that this continuing education requirement is *in addition*

Respondent's Initials

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

to the continuing education requirements that may be imposed in the other case, 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 Two Thousand one dollars and zero cents (\$2,001.00), which is the total calculated costs and fees amount for the Board's investigation and resolution process. Payment shall be made payable to the Nevada State Board of Dental Examiners and mailed directly to 2651 N. Green Valley Pkwy, Ste 104, Henderson, NV 89014.

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 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 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.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 case 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 case, such that each set of fee requirements are different from each other and must be paid separately and cumulatively.

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

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

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.

13. **Representation by Counsel.** Respondent acknowledges that they have been advised that he has 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 he has 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 not seek the advice of counsel and was not represented by counsel during the investigation of this matter and at the time of the execution of this Stipulation Agreement. Respondent specifically acknowledges that, despite not having been advised by counsel with respect to this Stipulation Agreement, Respondent understands this Stipulation Agreement's terms

1 ///

2 and conditions and consents to same.

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

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

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

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

25 18. **Entire Agreement.** Respondent acknowledges the provisions in this Stipulation
26 Agreement contain the entire agreement between Respondent and the Board and the provisions of
27 this Stipulation Agreement can only be modified in writing, with Board approval. Respondent
28 further acknowledges that no other promises in reference to the provisions contained in this

1 ///

2 Stipulation Agreement have been made by any agent, employee, counsel or any person affiliated
3 with the Nevada State Board of Dental Examiners.

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

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

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

21 22. **Effect of Acceptance of Agreement by Board.** Respondent understands and
22 agrees that this Stipulation Agreement will only become effective if and when the Board has
23 approved the same in an open meeting. Should the Board adopt this Stipulation Agreement, such
24 adoption shall be considered a final disposition of a contested case; upon acceptance of this
25 Stipulation Agreement by the Board, this Stipulation becomes binding and enforceable.
26 Respondent understands and acknowledges that, upon approval by the Board, this Stipulation
27 Agreement will become a public record, and the terms and conditions herein will be effective
28 immediately, without any requirement of a further Order from the Board. Respondent understands

1 ///

2 it is their responsibility to follow up with the Board to ascertain the status of this Stipulation and
3 when and if it becomes effective.

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

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

17 25. **Non-Disciplinary Nature of this Stipulation Agreement.** Respondent
18 understands, and the Board agrees, that the Board considers this Stipulation Agreement to be non-
19 disciplinary in nature and that that Board will not affirmatively report this action to the National
20 Practitioner Data Bank unless ordered or required to do so by the National Practitioner Data Bank.

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

1 ///

2 of the Complaint and/or Stipulation Agreement, and said proceedings began in a court outside of
3 Clark County, Las Vegas, NV, both parties agree to the removal of the case to a trial court located
4 in Clark County, Las Vegas, NV.

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

8

9

10

DATED this 10th day of March,
2026.

11

12

13

14

15

16

APPROVED AS TO FORM AND CONTENT

17

18

By Andrea Barraclough this 12th day of March, 2026
Andrea Barraclough, Esq.
Nevada State Board of Dental Examiners
General Counsel

20

21

APPROVED AS TO FORM AND CONTENT

22

23

By Yamilka Arias, RDH this 19 day of March, 2026.
Yamilka Arias, RDH (Mar 19, 2026 20:47:57 PDT)
Yamilka Arias, RDH
Review Panel Member

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BOARD ACTION

This *Non-Disciplinary Stipulation Agreement* in the matter captioned as Nevada State Board of Dental Examiners vs. [REDACTED] Case No. [REDACTED] 2404, 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 _____, 2026.

Ronald West, DMD
President
NEVADA STATE BOARD OF DENTAL EXAMINERS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS,

Case No. [REDACTED]-2541

Complainant,

vs.

STIPULATION AGREEMENT

[REDACTED]

Respondent.

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

I.
Background

1. Respondent is a dentist who is licensed to practice dentistry in the State of Nevada by the Board pursuant to Chapter 631 of the Nevada Revised Statutes (NRS) and Chapter 631 of the Nevada Administrative Code (NAC). Respondent was licensed in Nevada on May 6, 2011, License No. [REDACTED].

2. On or about April 14, 2025, the Board received a Verified Complaint from patient [REDACTED] regarding issues with the dental care they received from [REDACTED] alleging possible violations of NRS Chapter 631 and/or NAC Chapter 631.

3. On or about April 14, 2025, via a *Notice of Complaint & Request for Records*, the Board notified Respondent of the Verified Complaint received from [REDACTED]. [REDACTED] The Authorized Complaint sought a response from Respondent, as well as the

1 ///

2 records of patient [REDACTED]

3 4. On or about July 24, 2025, the Board received Respondent's written response to
4 the Notice of Complaint and Request for Records.

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

7 6. On January 6, 2026, the Verified Complaint, the PSC Report, and the information
8 and documentation described in Paragraph 4 was independently reviewed by the Nevada State
9 Board of Dental Examiner's Review Panel established pursuant to NRS 631.3635. The PSC did
10 not participate in the Review Panel review of this matter.

11 **II.**

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

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

19 **a) A preponderance of the evidence supports that the Respondent's treatment**
20 **of the patient was below the standard of care, to wit: Respondent's**
21 **recordkeeping was improper per NAC 631.2229.**

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

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

1 ///

2 binding on the Board; and (3) Respondent understands and acknowledges that he has the right to
3 dispute these findings at a full Board hearing pursuant to NRS 631.360, including the right to call
4 and examine witnesses and present evidence, but he has knowingly waived this right in order to
5 resolve this matter via this Stipulation Agreement.

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

12 **III.**
13 **Terms and Conditions**
14

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

19 **(a) In addition to completing the required continuing education necessary for**
20 **license renewal, Respondent agrees to obtain an additional six (6) hours of**
21 **supplemental continuing education (CE) regarding treatment planning and an**
22 **additional six (6) hours of supplemental CE related to recordkeeping, for a**
23 **total of 12 additional CE hours.**

24 Information, documents, and/or descriptions for the above-referenced supplemental
25 education must be submitted in writing to the Executive Director of the Board for
26 approval *prior* to attendance. Upon receipt of the written request to attend the
27 supplemental education, the Executive Director of the Board shall notify
28 Respondent in writing whether the requested supplemental education is approved
for attendance and meets the requirement outlined in Paragraph 11.A. The cost
associated with this supplemental education shall be paid by Respondent. All

1 supplemental education must be completed within six (6) months of the adoption
2 of this Agreement by the Board. At least 50% of this CE should be taken via live
3 or webinar classes, while up to 50% can be taken by pre-recorded video or via
4 written correspondence.

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

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

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

27 Respondent understands and acknowledges that the completion of these continuing
28 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
NRS 631.342, NAC 631.173, NAC 631.175 and/or AB 474.

**(b) Respondent agrees that, within sixty (60) days of adoption of this
Stipulation Agreement by the Board, Respondent shall reimburse the Board
Two Thousand, Eight Hundred and Forty-Four dollars and zero cents**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(\$2,844.00), which is the total cost of administrative fees related to the investigation and compliant resolution process. Payment shall be made payable to the Nevada State Board of Dental Examiners and mailed directly to 2651 N. Green Valley Pkwy, Ste 104, Henderson, NV 89014.

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 the patient reimbursement outlined in Paragraph 11.C), Respondent 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 and costs outlined in Paragraphs 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.

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 recouped 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.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IV.
Consent

12. **Acknowledgement of Review of this Agreement.** Respondent acknowledges that they have read the entirety of this Stipulation Agreement and agree with all provisions contained herein in their entirety.

13. **Representation by Counsel.** Respondent acknowledges that they have been advised of their 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 not seek the advice of counsel and was not represented by counsel during the investigation of this matter nor at the time of the execution of this Stipulation Agreement. Respondent specifically acknowledges that, despite not having been advised by counsel with respect to this Stipulation Agreement, Respondent understands this Stipulation Agreement's terms and conditions and consents to same.

14. **Waiver of Rights.** Respondent is aware that, by entering into this Stipulation Agreement, he is waiving certain valuable due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and NAC 233B. Respondent knowingly, willingly, and intelligently waives these due process rights, and any other legal rights that may apply in connection with the 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, he hereby waives any and all rights to seek judicial review or appeal, or otherwise to challenge or contest the validity of the provisions contained herein.

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

1 ///

2 has signed and initialed, this Stipulation Agreement voluntarily, without coercion, duress, undue
3 influence, 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, remises, and forever discharges the State of Nevada, the
25 Board, and each of their members, agents, investigators, panel members, employees, and legal
26 counsel in their individual and representative capacities, from any and all manner of actions, causes
27 of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and
28 unknown, in law or equity, that Respondent ever had, now has, may have, or claims to have against

1 ///

2 any or all of the persons or entities named in this section, arising out the investigation of the
3 Verified Complaint.

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,

1 ///

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. **Disclosure of this Stipulation Agreement to the NPDB.** Respondent understands
6 that the Board is obligated to and will report this action to the National Practitioner Data Bank
7 based upon the National Practitioner Data Bank's interpretation of this Stipulation Agreement.
8 Respondent agrees to waive any causes of action, claims, appeals, or other legal remedies against
9 the State of Nevada, the Board, and each of their members, agents, investigators, panel members,
10 employees, and legal counsel in their individual and representative capacities related to said
11 disclosure and/or any reputational harms that could result from said disclosure.

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

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

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


DATED this 4th day of April, 2026.



APPROVED AS TO FORM AND CONTENT

By Andrea Barraclough this 8th day of April, 2026.
Andrea Barraclough, Esq.
Nevada State Board of Dental Examiners
General Counsel

APPROVED AS TO FORM AND CONTENT

By  this 13 day of 2026, 2026.
Yamilka Arias RDH (Apr 13, 2026 22:16:18 PDT)
Yamilka Arias, RDH
Review Panel Member

BOARD ACTION

This *Stipulation Agreement* in the matter captioned as *Nevada State Board of Dental Examiners vs. [Redacted]* Case No. [Redacted]-2541, was (check appropriate action):

Approved _____ Disapproved _____

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

DATED this _____ day of _____, 2026.

Ron 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, regarding information received on 03/31/2026 related to licensee with initials C.L.:


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

4/3/26
Date


Andrea Barraclough
General Counsel, NSBDE

04/02/2026
Date

Nevada State Board of Dental Examiners
2651 N Green Valley Pkwy
Ste 104
Henderson, NV 89014
(702) 486-7044

On March 11, 2026, a 2 y.o. (17kg) female with NKDA and no significant known contributory medical history (ASA1) presented to [REDACTED] for routine dental treatment under intubated general anesthesia. At 0600 the patient was induced with 100% oxygen and 8% sevoflurane. All standard ASA monitors were placed and IV access was obtained using a 22G IV catheter in the right saphenous. 20mg propofol and 10mcg remifentanyl was administered. The patient was preoxygenated and a 4.5 nasoendotracheal tube was softened, lubricated, inserted through the right nares, visualized with a KingVision #3 and passed through the vocal cords. Auscultation and Etco2 confirmed correct placement with bilateral breath sounds, tube was secured at 16.5cm, and auscultation confirmed a second time. Eyes were taped, head wrapped. Intubation was atraumatic, and no epistaxis was encountered during the intubation or airway manipulation.

Through the IV, (4mg) dexamethasone, 15mcg of fentanyl was administered. The patient was maintained on isoflurane. All vitals were normal and stable and patient was breathing spontaneously. Pressure points were padded, and a moistened C-sponge throat pack placed at 0608.

Although patient was breathing spontaneously at 25 respirations/min, a slight decrease (100% to 98%) in oxygen saturation noted at approximately 0610am. Accurate SpO2 was verified by checking both fingers and toes while giving assisted breaths. Patient oxygen saturation did not respond and noted at 95%. 10mg propofol and 5mcg remifentanyl administered and continued to give assisted breaths. Auscultation confirmed correct placement with equal bilateral breath sounds and Etco2. Patient oxygen saturation noted at 85% and 0.15mg of epinephrine via IV was administered with no response. Patient oxygen saturation noted at 75% and dental team advised to call 911 at 0612am. Patient oxygen saturation noted at 70% and 0.15mg of epinephrine via IM was administered with appropriate response. Patient oxygen saturation noted at 99%, while giving assisted breaths, and continued anesthetic with sevoflurane. In an abundance of caution, I discussed with the patient's parents transportation to hospital for extubation, observation, and ensure adequate supportive staff. Parents understood the plan.

Las Vegas Fire & Rescue and Paramedics Gonzales and Latuda arrived at approximately 0625am. Gave report to EMS team and prepared for transport. As a precautionary measure, a second IV access (22G) was started at 0630am in the left saphenous and correct placement of nasoendotracheal tube was confirmed a fourth time. Patient remained intubated and sedated and I accompanied EMS, adding Firefighter/Paramedic Denton, to ED providing anesthesia and ventilatory support for the patient to avoid another bronchospasm, maintain anesthetic, and to manage safe care and handoff to ED team. The ambulance left Red Rock Kids at approximately 0645am. All vitals remained stable, the patient was breathing spontaneously and I provided assisted breaths.

Upon arrival to the Summerlin Hospital Pediatric ED at approximately 0655am, I was met by the emergency room team including Dr. Marc Jeser, DO, Medical Director, and nurses. Including Jill H. All were present to receive appropriate handoff. I gave report to ED physicians and nurses present.

Upon arrival in Room 1, patient's oxygen saturation decreased to 90%. ED team was advised of possible bronchospasm and possible need of epinephrine administration. The patient was then connected to the hospital monitors and oxygen. ED team took over patient care, transferred patient to the bed and assisted with breathing. Patient oxygen desaturation decreased to 70% and Dr. Jeser called for 0.15mg

epinephrine IV and given by nurse. Patient's oxygen saturation returned to >95%. Patient extubated and throat pack removed. Patient remained stable and patient breathing spontaneously. Parent brought into room and given blowby oxygen.

Once patient was stable, and report completed, I left with EMS at approximately 0705am.

I returned at 0800am to check on patient, parents, and to collect my monitor. During arrival, a chest x-ray was completed.

At approximately 1000am, phone call received from Dr. Kelsey Lennon, attending Peds ICU. Requested information regarding patient and events leading up to hospital transport. Dr. Lennon was given all information and details requested.

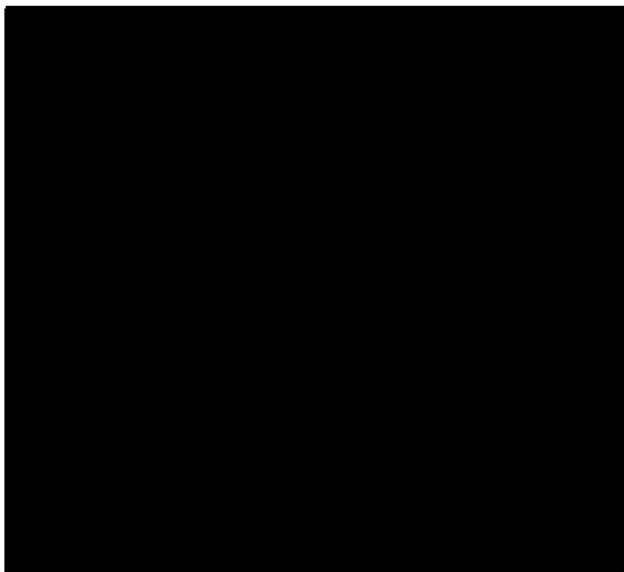
At approximately 1215pm I contacted Dr. Lennon to see how the patient was doing and plan for discharge. Nurse Briana stated patient was doing really well, on room air, eating and drinking, was given an NS bolus, removed IV, will check blood gas at 1400 and if normal will discharge.

At 1813, parent of patient informed me via text that she had been discharged.

I remained in constant contact with the parent of the patient in the days following the hospital transport to follow up on the patient's condition and care. Parent was told by a respiratory therapist that the nasoendotracheal tube "happened to pump more air into the right lung than the left but she's healthy and safe." As far as I know, respiratory therapy was not part of the receiving team in the ED and the chest x-ray was completed after extubation.

Please do not hesitate to contact me at [REDACTED] with any questions or concerns regarding my patient.

Thank you for your time,



**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 3/24/2024 related to licensee with initials S.M.:

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.

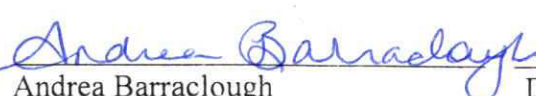
3. We each attest that we are aware of the identity of the person who is the subject of the allegations and recommendation, but that we have not and will not disclose the identity of the proposed Respondent to either or both the screening consultant and/or the Review Panel. Any identifying information 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

3/24/2024  03/24/2024
Date Andrea Barraclough Date
General Counsel, NSBDE

** limited jurisdiction - there is no specific NAC or NRS governing a dentist's ability to prescribe non-controlled substances (which Wegovy is). But the Board could determine whether this meets definition of malpractice under NRS 631.075.*

Shane Barjon

From: Adam Higginbotham
Sent: Tuesday, March 24, 2026 11:22 AM
To: Shane Barjon; Andrea Barraclough
Subject: Fw: complaint referral
Attachments: ComplaintForm - 2026-02-24T102719.664 (1).pdf

Hi Andera and Shane,

Please see the attached complaint for an authorized investigation. I informed the Pharmacy Board of the complaint receipt.

A.L. Higginbotham
Executive Director - Nevada State Board of Dental Examiners
2651 N. Green Valley Parkway, Suite 104
Henderson, Nevada 89014
T: 702.486.7048 | E: ahigginbotham@dental.nv.gov

From: [REDACTED]
Sent: Monday, March 23, 2026 2:44 PM
To: Adam Higginbotham <ahigginbotham@dental.nv.gov>
Subject: complaint referral

Good afternoon sir, please see the attached complaint received by the NV Board of Pharmacy regarding [REDACTED] DDS

Long story short, it seems this Dentist prescribed Wegovy for his wife. The pharmacist contacted the prescriber's office and asked questions about his wife's health history as she had concerns about the appropriateness of the prescription, especially since it is generally out of scope for a dentist to be prescribing. The dentist filed a complaint against the pharmacist alleging HIPPA violations by inquiring about his wife's health history without a signed consent form and the pharmacist filed a complaint against the dentist for prescribing outside of his scope of practice and possible medical necessity concerns.

I am referring the complaint about the dentist prescribing outside of his scope and maybe outside of medical necessity to your office for investigation.

Respectfully,

[REDACTED]
Nevada State Board of Pharmacy
1140 N Town Center Dr Ste 300
Las Vegas, NV, 89144



Office: 702.486.6420 ext 154
Cell: 702.494.8672
Fax: 702.486.7903
E-mail: dmclish@pharmacy.nv.gov
Web Page: www.bop.nv.gov

CONFIDENTIALITY NOTICE: This message and any accompanying documents are intended only for the use of the individual or entity to which they are addressed. They may contain information that is proprietary, privileged, confidential or exempt from disclosure under applicable Federal or State law. If the reader of this message is not the intended recipient, you are hereby notified that you are strictly prohibited from reading, using, sharing or copying this communication or its contents. If you have received this email in error, please notify the sender immediately and destroy the original transmission. Thank you.

This information is provided as a courtesy on behalf of the Nevada State Board of Pharmacy. This information does not constitute legal advice and does not override the specific provisions of Nevada law as applied to a particular set of facts.

Your Information

Type :

Individual Company

Business Name:

[REDACTED]

Contact Name:

[REDACTED]

License Type:

Pharmacy ▼

License Number:

[REDACTED]

Address and Contacts:

Street Line 1:

[REDACTED]

Street Line 2:

City:

[REDACTED]

State:

[REDACTED] ▼

Zip:

[REDACTED]

Contact Phone:

[REDACTED]

Email:

[REDACTED]

Alt Phone:

() - -

Licensee

Type :

Individual Company

First Name:

[REDACTED]
Middle Name:

Last Name:
[REDACTED]

License Type:

Prescribe

License Number:

State ID [REDACTED] NPI [REDACTED]

Address and Contacts:

Street Line 1:
[REDACTED]

Street Line 2:

City:
[REDACTED]

State:
[REDACTED]

Zip:
[REDACTED]

Phone:
[REDACTED]

Email:
[REDACTED]

Complaint

Incident Date:

02/23/2026

Statement of Complaint:

I am submitting this statement to formally report a prescribing concern involving Dr. [REDACTED] DDS.

On [insert date], our pharmacy received a prescription written by Dr. [REDACTED] DDS, for Wegovy (semaglutide) for his wife. Wegovy is a GLP-1 receptor agonist typically indicated for chronic weight management and/or diabetes-related treatment, and it is not related to dental care or treatment.

Due to concerns that the medication prescribed appeared unrelated to the prescriber's dental scope

of practice, I contacted Dr. [REDACTED] dental office to verify whether he held any additional licensure beyond his DDS credential that would authorize prescribing this medication within scope.

During the phone conversation, I was unable to confirm that Dr. [REDACTED] holds a license outside of dentistry. I informed the prescriber that I would not be filling the prescription, as it appeared to be outside the scope of dental practice and unrelated to dental treatment.

The prescription was refused at our pharmacy based on scope-of-practice concerns.

I am submitting this report for your review and determination as to whether this prescribing activity complies with Nevada law and regulatory standards.

Please let me know if any additional documentation is required.

Please provide all supporting documentation

Related Documents

Drop file(s) here to upload or click here to browse and select file(s) to upload

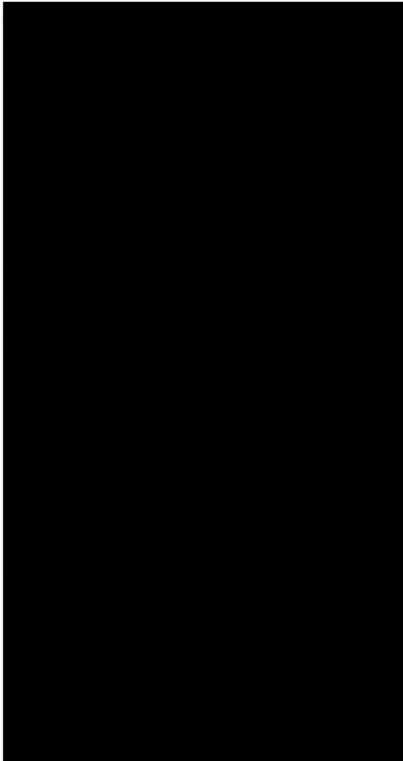
Reset



Nevada State Board of Dental Examiners

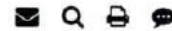
- Home
- Individual
- Application
- Renewal
- Reports
- Administration
- Firm

Search Results



First () Previous () **1 ()** Next ()
 Last ()

↓




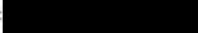
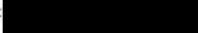
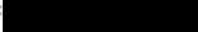
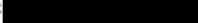
Individual Details

- Name ()
- Personal ()
- Address ()
- Financial ()
- Education ()
- Application Data ()
- License ()
- Permit ()
- Comment ()
- Log ()
- Correspondence ()
- Document ()
- Verification ()
- Dental Auxiliary ()
- CPR ()
- Action ()
- Military ()
- Certification/CE ()

Status : Active



Individual Details

Name : 
 DOB : 
 License# : 
 Original Issue Date : 
 Mailing Address : 

Primary Phone

Email Address



License Details

Unpaid Invoice - \$0.00

License Information

Status

Original License Date

Expiration Date



Active



Add New

Full Name

Status

Links

Action



Current



**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 03/24/2026 related to licensee with initials M.K.:


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

3/24/26
Date



Andrea Barraclough
General Counsel, NSBDE

3/24/2026
Date

Shane Barjon

From: Adam Higginbotham
Sent: Tuesday, March 24, 2026 11:15 AM
To: Andrea Barraclough; Shane Barjon
Subject: Fw: Fw:

Hi Andrea and Shane,

Please see the complaint below from a dental assistant for a potential authorized investigation.

A.L. Higginbotham
Executive Director - Nevada State Board of Dental Examiners
2651 N. Green Valley Parkway, Suite 104
Henderson, Nevada 89014
T: 702.486.7048 | E: ahigginbotham@dental.nv.gov

From: Arielle Cymerman <acymerman@dental.nv.gov>
Sent: Monday, March 23, 2026 5:10 PM
To: Adam Higginbotham <ahigginbotham@dental.nv.gov>
Subject: Fw:

Hi Adam,

Please find Ms. [REDACTED] complaint below.

Arielle Cymerman
Administrative Manager
Board of Dental Examiners

From: [REDACTED]
Sent: Monday, March 23, 2026 11:26 AM
To: Arielle Cymerman <acymerman@dental.nv.gov>
Subject:

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Higginbotham,

My name is [REDACTED] and I am an EDDA/Registered Dental Assistant who recently moved from Colorado. I am writing to formally report several serious regulatory violations and safety concerns at the dental office of Dr. [REDACTED] in Nevada.

Based on my professional experience, I have observed the following practices that appear to violate

state dental board regulations:

- Unauthorized Scope of Practice: Dental assistants at this office are performing deep cleanings and prescribing medications, tasks that exceed the legal scope of their registration.
- Lack of Supervision: Patients are being treated while Dr. [REDACTED] is out of the office. He reportedly works in California on Fridays and Saturdays, leaving the office to operate without his presence.
- Unqualified Personnel: A female individual referred to as [REDACTED] is treating patients. Additionally, on Fridays and Saturdays, a dental assistant named [REDACTED] reportedly sees patients independently.
- Inconsistent Staffing: There is a lack of clarity regarding the providers seeing patients, including a [REDACTED] and another unidentified individual who occasionally appears on Fridays.
- Health and Safety: Assistants are regularly denied breaks to eat, and food is being kept in the clinical lab area.

I am deeply concerned about these violations and the potential risk to patient safety. I request that your office investigate these matters to ensure compliance with Nevada state laws.

[REDACTED]

Sincerely,

[REDACTED]

CETS#
RFP# BRDCOM-S3747

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:	ANV Enterprise LLC
Address:	[REDACTED]
City, State, Zip Code:	[REDACTED]
Contact:	[REDACTED]
Phone:	[REDACTED]
Fax:	NA
Email:	[REDACTED]

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# BRDCOM-S3747

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:	July 1, 2026	To:	June 30, 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:

\$ 10,200	per	Year
-----------	-----	------

Total Contract or installments payable at:	\$850 per Month
--	-----------------

Total Contract Not to Exceed:	\$ 20,400
-------------------------------	-----------

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# BRDCOM-S3747

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

CETS#
RFP# BRDCOM-S3747

- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or 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.

CETS#
RFP# BRDCOM-S3747

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

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

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

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

B. General Requirements.

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

CETS#
RFP# BRDCOM-S3747

Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

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

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

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

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

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

CETS#
RFP# BRDCOM-S3747

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

CETS#
RFP# BRDCOM-S3747

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.

<u><i>Nancy Saldana</i></u> <small>Nancy Saldana (Apr 8, 2026 14:24:38 PDT)</small>	4/08/26	AMV ENTERPRISE REPRESENTATIVE
_____ Independent Contractor's Signature	_____ Date	_____ Independent Contractor's Title

<u><i>A.L. Higginbotham</i></u>	4/08/26	Executive Director
_____ State of Nevada Authorized Signature	_____ Date	_____ Title

_____ State of Nevada Authorized Signature	_____ Date	_____ Title
---	---------------	----------------

_____ State of Nevada Authorized Signature	_____ Date	_____ Title
---	---------------	----------------

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:
Todd Weiss
Todd Weiss (Apr 8, 2026 15:30:15 PDT)

Deputy Attorney General for Attorney General

On: 04/08/2026

Date











ANV Enterprises LLC Standard-Form-Contract (1)

Final Audit Report

2026-04-08

Created:	2026-04-08
By:	Marisabel Ramirez (marisabel@dental.nv.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3OC8PokZBY9-LxgpKjxZpyODfSxR367R

"ANV Enterprises LLC Standard-Form-Contract (1)" History

-  Document created by Marisabel Ramirez (marisabel@dental.nv.gov)
2026-04-08 - 8:28:14 PM GMT
-  Document emailed to [REDACTED] for signature
2026-04-08 - 8:28:19 PM GMT
-  Document emailed to Todd Weiss (tweiss@ag.nv.gov) for signature
2026-04-08 - 8:28:19 PM GMT
-  Document emailed to A.L. Higginbotham (ahigginbotham@dental.nv.gov) for signature
2026-04-08 - 8:28:19 PM GMT
-  Email viewed by Todd Weiss (tweiss@ag.nv.gov)
2026-04-08 - 8:28:56 PM GMT
-  Email viewed by A.L. Higginbotham (ahigginbotham@dental.nv.gov)
2026-04-08 - 8:28:57 PM GMT
-  Document e-signed by A.L. Higginbotham (ahigginbotham@dental.nv.gov)
Signature Date: 2026-04-08 - 8:29:14 PM GMT - Time Source: server
-  Email viewed by [REDACTED]
2026-04-08 - 9:20:23 PM GMT
-  Document e-signed by [REDACTED]
Signature Date: 2026-04-08 - 9:24:38 PM GMT - Time Source: server
-  Document e-signed by Todd Weiss (tweiss@ag.nv.gov)
Signature Date: 2026-04-08 - 10:30:15 PM GMT - Time Source: server

✔ Agreement completed.

2026-04-08 - 10:30:15 PM GMT

CETS#
RFP# BRDCOM-S3666

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, NV 89014
Contact:	A.L. Higginbotham
Phone:	702-486-7044
Email:	ahigginbotham@dental.nv.gov

Contractor Name:	Rich, Wightman & Co., CPAs, LLC
Address:	[REDACTED]
City, State, Zip Code:	[REDACTED]
Contact:	Tyler Frigaard, CPA
Phone:	[REDACTED]
Email:	[REDACTED]

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# BRDCOM-S3666

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:	Upon BOE Approval	To:	June 8, 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 AND PAYMENT SCHEDULE
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION # BRDCOM-S3666
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:

Total Contract or installments payable at:	As invoiced by the contractor and approved by the State
--	---

Total Contract Not to Exceed:	\$306,240.00
-------------------------------	--------------

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

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

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

9. **INSPECTION & AUDIT.**

CETS#
RFP# BRDCOM-S3666

- 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

CETS#
RFP# BRDCOM-S3666

- 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,

CETS#
RFP# BRDCOM-S3666

actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

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

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

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

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

CETS#
RFP# BRDCOM-S3666

Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as “A-VII” or better.

C. Evidence of Insurance.

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

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

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

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

CETS#
RFP# BRDCOM-S3666

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.
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.)

CETS#
RFP# BRDCOM-S3666

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

CETS#
RFP# BRDCOM-S3666

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

Rich, Wightman & Co., CPAs, LLC:

TJLF-sd 4/8/26 Partner
 Independent Contractor's Signature Date Independent Contractor's Title

Nevada State Board of Dental Examiners:

A.L. Higginbotham 4/29/2026 Executive Director
 State of Nevada Authorized Signature Date Title

APPROVED BY BOARD OF EXAMINERS

 Signature – Board of Examiners

On: _____
 Date

Approved as to form by:

Kevin D. Doty
 Deputy Attorney General for Attorney General

On: 4/8/26
 Date

ATTACHMENT AA
SCOPE OF WORK



Nevada State Purchasing Division
Department of Administration
515 E Musser St Ste 300
Carson City, NV 89701
purchasing.nv.gov
nevadaepro.com

Attachment AA: Summary Scope of Work, Payment Schedule, and Negotiated Points

1. SUMMARY SCOPE OF WORK

- 1.1. This *summary scope of work* section is intended only as a summary and does not modify or supersede the full details contained in *Attachment CC, State solicitation BRDCOM-S3666*.
- 1.2. The Nevada State Board of Dental Examiners is seeking proposals from qualified bidders to provide CPA & Bookkeeping Services

2. PAYMENT SCHEDULE

- 2.1. See *Attachment DD, vendor proposal BRDCOM-S3666* for additional details.
- 2.2. Total two-year not-to-exceed: \$306,240.00

**ATTACHMENT BB
INSURANCE SCHEDULE**

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the State of Nevada, Department (Division) of _____ is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Representative's Name & Address)**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State Agency Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT CC
STATE SOLICITATION

State of Nevada

ORGANIZATION		DEPARTMENT	
Organization	Independent Boards and Commissions	Department	NVDENT
Address	515 E Musser St Ste 300 Carson City, NV 89701	Bill-to-Address	2651 N Green Valley Parkway Ste 104 Nevada State Board of Dental Examiners Independent Boards & Commissions State of Nevada
Purchaser	Joel Wixon	Ship-to-Address	2651 N Green Valley Parkway Ste 104 Nevada State Board of Dental Examiners Independent Boards & Commissions State of Nevada
Info Contact	Joel Wixon, j.wixon@admin.nv.gov		

BID INFORMATION

Description	CPA & Bookkeeping Services		
Bulletin Desc.	The Nevada State Board of Dental Examiners is seeking proposals from qualified bidders to provide Bookkeeping Services as outlined in this RFP and Scope of Work (SOW).		CPA &
Bid Number	BRDCOM-S3666	Bid Opening Date	03/11/2026 2:00 PM
Bid Type	Blanket	Type Code	
Alternate Id		Fiscal Year	2026
		Available Date	02/12/2026 1:15 PM
Pre-Bid Conference	Vendors shall submit questions using the Q&A feature by the stated deadline. Answers will be provided via bid amendment.		
Attachments	BRDCOM-S3666 NOI.docx BRDCOM-S3666 Bid_Q_A_for_Export_Report.xlsx BRDCOM-S3666 RFP~2.docx BRDCOM-S3666 Terms-and-conditions-for-services.pdf BRDCOM-S3666 Scope of Work.docx.pdf BRDCOM-S3666 Evaluation Criteria.docx.pdf BRDCOM-S3666 Standard-form-contract.docx BRDCOM-S3666 INSURANCE REQUIREMENTS.pdf BRDCOM-S3666-reference-questionnaire.docx BRDCOM-S3666 Cost Schedule .pdf BRDCOM-S3666-Vendor-Information-Response.pdf BRDCOM-S3666 Certification-regarding-lobbying.pdf Quote Instructions .pdf		

AMENDMENTS

Amendment No.	Amendment Date	Amendment Notes
1	02/27/2026 2:48 PM	A Cost Schedule Template has been attached to be submitted by bidders with their proposals. Attachment File Changes: Header 1. File 'BRDCOM-S3666 RFP~1.docx': File 'BRDCOM-S3666 RFP~1.docx' deleted . 2. File 'BRDCOM-S3666 RFP~2.docx': File 'BRDCOM-S3666 RFP~2.docx' added . 3. File 'BRDCOM-S3666 Cost Schedule .pdf': File 'BRDCOM-S3666 Cost Schedule .pdf' added .
2	03/02/2026 8:02 AM	This amendment is to announce that the issue with not being able to submit a bid has been resolved. Header 1. Allow Electronic Response changed from "No" to "Yes".
3	03/05/2026 8:00 AM	This amendment is to inform everyone that all questions have been answered and the Q&A portion of this solicitation has commenced. Attachment File Changes: Header 1. File 'BRDCOM-S3666 Bid_Q_A_for_Export_Report.xlsx': File 'BRDCOM-S3666 Bid_Q_A_for_Export_Report.xlsx' added .
4	04/07/2026 10:57 AM	This amendment is to let everyone know that a Notice of Intent (NOI) has been issued on this date. Attachment File Changes: Header 1. File 'BRDCOM-S3666 NOI.docx': File 'BRDCOM-S3666 NOI.docx' added .

ITEMS

Item	Description	Quantity	Unit	Unit Price	Total
1.000	CPA Bookkeeping Services	1.00	EA		

State of Nevada

Bid Q&A

QUESTION_NBR	CREATED_BY	QUESTION_SUBJECT	QUESTION_TEXT	ANSWER_TEXT
1	DKING89511	General Overview	Are these services currently being provided by a contractor or in-house?	Contractor
2	DKING89511	General Overview	Can we receive a copy of the 2024 and 2025 audit reports?	Attached
3	DKING89511	General Overview	Will the quarterly board meetings be virtual or in person?	Virtual
4	DKING89511	Reporting	Are the quarterly financial statements prepared by the CPA generated through QBO and are they the same reports referred to as simplified financial reports under the Reporting Section of the Scope of Work?	CPA, Yes
5	DKING89511	Licensing	What are the segregation of duties between licensing and accounting ??? will the bookkeeper or CPA have contact/resolve issues for licensee?	No licensee contact.
6	DKING89511	Licensing	Is there an interface between the professional licensing tracking/reporting and the accounting system? a.Are fees paid annually? b.How are fees paid ??? by credit card, check, ACH?	Yes, Airtable and QuickBooks. A. Yes B. Card and Check Only
7	DKING89511	Bookkeeping Services	How many Checking, Savings, Clearing, Money Market, Credit Card, etc. accounts are currently active?	Operating and Reserve Accounts
8	DKING89511	Bookkeeping Services	How many active accounts in the Chart of Accounts? 1-25, 26-50, 51-75, 76-100?	93 Revenue Codes 184 Expense Codes
9	DKING89511	Bookkeeping Services	How is payroll processed? a.Using QBO or Outside Processor? b.Workers Comp Audits? c.How many staff members? d.Quarterly / Annual Tax Returns prepared by processor ?	Gusto A. QB and Airtable B. CPA C. 9 D. Gusto/CPA
10	DKING89511	Accounts Receivable	Accounts Receivable ??? are external systems and reporting integrated or is data input into QBO. If data input, how many transactions per month? Other than license renewals what is the volume of receivable transactions?	Airtable then entered into Quickbooks, no integration at this time. 967 annual expense transactions 2500 annual revenue transactions
11	DKING89511	General	Can the work be done remotely or will it be necessary to be physically present in Las Vegas at the Board's Offices?	Remote work, but occasion in-person meetings.
12	BESTMAN103	Response Submission	How do you submit the response? The NEVADAePro system indicates that no bid can be sent via the system for this bid. Must responses be emailed instead? If so, to whom should the response be emailed?	Emails would be accepted if State Purchasing allows.
13	CROWNBASEDSERVICES	Number of bank and credit card accounts	How many bank/credit card accounts do they have? (not specified in scope)	2 bank cards
14	CROWNBASEDSERVICES	Board presentations	Are board presentations virtual or in-person?	Virtual
15	CROWNBASEDSERVICES	Transactions	Estimated monthly transaction volume? And How many qbo accounts?	967 annual expense transaction, 2500 annual revenue transactions.
16	JEDWARDS@WITHUM.COM	Entities	How many separate entities are within the scope of this work (one entity or more than one)?	One entity
17	JEDWARDS@WITHUM.COM	Transactions	What is the monthly volume of transactions (bill payments and other disbursements, receipts/deposits, other transactions or adjustments).	967 annual expense transaction, 2500 annual revenue transactions.
18	JEDWARDS@WITHUM.COM	Accounts	How many bank accounts does the entity (or entities) have? Are there any investment accounts? Are there credit cards or expense reports?	1 operating account, 1 reserve account



Nevada State Purchasing Division
 Department of Administration
 515 E Musser St Ste 300
 Carson City, NV 89701
purchasing.nv.gov
nevadaepro.com

Request for proposals BRDCOM-S3666

Release Date 02/06/2026

Solicitation number BRDCOM-S3666

Single point of contact name Joel Wixon, Purchasing Officer II

Single point of contact email j.wixon@admin.nv.gov

Single point of contact phone# 775-531-3313

Soliciting agency Nevada State Purchasing

Contracting agency Nevada State Board of Dental Examiners

Solicitation title CPA-Bookkeeping Services

Deadline for submissions 03/11/2026

For deaf and hard of hearing, call 711 and ask the relay agency to dial the single point of contact phone number above.

This request for proposals is available at nevadaepro.com as a bid solicitation.

Table of Contents

1. Applicable regulations governing procurement 2

2. Project overview 2

3. Scope of work 2

4. Attachments 2

5. Timeline 2

6. Evaluation 3

7. Mandatory minimum requirements..... 4

8. Critical items..... 5

9. Submission checklist..... 7

1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. **Statute and code.** All applicable [Nevada Revised Statutes \(NRS\)](#) and [Nevada Administrative Code \(NAC\)](#) documentation can be found at: www.leg.state.nv.us/law1.html
- 1.2. **Single point of contact.** Vendors and their representatives shall only contact the single point of contract or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a response per [NAC 333.155\(3\)](#).
- 1.3. **Ethics.** Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to [NRS 281A](#), [NRS 333.800](#), and [NAC 333.155](#).

2. PROJECT OVERVIEW

- 2.1. The Nevada State Purchasing Division, on behalf of the Nevada State Board of Dental Examiners, is seeking proposals from qualified vendors to provide CPA/Bookkeeping Services as described below and in the *scope of work* and *attachments*.
- 2.2. The State intends to award one contract in conjunction with this request for proposals (RFP), as determined in the best interests of the State. The Nevada State Board of Dental Examiners shall administer a contract resulting from this solicitation. The resulting contract is expected to be for a contract term of two years, subject to Board of Examiners approval.

3. SCOPE OF WORK

- 3.1. See attachment

4. ATTACHMENTS

- 4.1. **Attachments incorporated by reference.** To be read and not returned.
 - 4.1.1. Terms and conditions for services
 - 4.1.2. Scope of Work (SOW)
 - 4.1.3. Evaluation Criteria
- 4.2. **Attachments for review.** To be read and not returned (unless redlining).
 - 4.2.1. Standard form contract
 - 4.2.2. Insurance schedule
- 4.3. **Attachments for response.** To be completed and returned.
 - 4.3.1. Reference questionnaire
 - 4.3.2. Cost Schedule
 - 4.3.3. Vendor information response
 - 4.3.4. Certification regarding lobbying

5. TIMELINE

- 5.1. **Questions.** All questions regarding this solicitation shall be submitted using the bid Q&A feature at nevadaepro.com.
- 5.2. **Timeline.** The following represents the proposed timeline for this project.
 - 5.2.1. All times stated are Pacific Time (PT).
 - 5.2.2. These dates represent a tentative schedule of events.
 - 5.2.3. The State reserves the right to modify these dates at any time.
 - 5.2.4. The deadline for submissions is the nevadaepro.com bid opening date and time. Late quotes will not be accepted.

A. Deadline for questions	No later than 5:00 pm on 02/27/2026
B. Answers posted.....	On or about 03/06/2026
C. Deadline for references.....	No later than 5:00 pm on 03/10/2026
D. Deadline submissions and opening.....	No later than 2:00 pm on 03/11/2026
E. Evaluation period (estimated).....	03/11/2026-03/17/2026
F. Notice of intent (estimated).....	On or about 03/18/2026
G. Notice of award (estimated).....	On or about 04/13/2026
H. BOE approval (estimated).....	06/09/2026
I. Contract start date (estimated).....	06/09/2026

6. EVALUATION

6.1. Evaluation and scoring are conducted in accordance with [NRS 333.335](#) and [NAC 333.160-333.165](#).

- 6.1.1. Responses shall be kept confidential until a contract is awarded.
- 6.1.2. In the event the solicitation is withdrawn prior to award, responses remain confidential.
- 6.1.3. The evaluation committee is an independent committee established to evaluate and score qualitative evaluation factors for the solicitation.
- 6.1.4. The State, at its option, may limit participation in cost scoring, presentations, or both to vendors above a natural break in relative scores.
- 6.1.5. Financial stability shall be scored on a pass or fail basis.
- 6.1.6. Responses shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Company Experience and Qualifications.....	40
B. Audit Response Experience for Government Entities	25
C. Technology and Systems Experience.....	20
D. Responsiveness and Accessibility.....	05
E. Cost Proposal / Fee Structure.....	10

- 6.1.7. *Cost factor:* The cost factor score is based on the following equation, unless the subject solicited requires alternative scoring. The highest proposed cost from any vendor and the lowest proposed cost from any vendor will be added together to generate a combined total. For each vendor, that proposed cost will be subtracted from the previously combined total. This number is then divided by the highest proposed cost. The resulting number is multiplied by the cost factor weight to generate a weighted cost score.
- 6.1.8. *Presentations.* The State may require vendors to make a presentation. The State reserves the right to add additional criteria for presentations. The State reserves the right to forego presentations and select vendor(s) based on written responses submitted.
- 6.1.9. *Best and final offers.* Pursuant to NAC 333.165, the State reserves the right to permit revised responses or add criteria to obtain the best offers. Vendors are encouraged to submit their best offer at time of initial response.

6.2. Nevada-based business preference

- 6.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to [NRS 333.3351 to 333.3356](#), inclusive.
- 6.2.2. Nevada-based business is defined in [NRS 333.3352\(1\)](#).
- 6.2.3. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in *Hertz Corp v. Friend*, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.
- 6.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted quote in [nevadaepro.com](#).
- 6.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

6.3. Inverse preference

- 6.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to [NRS 333.33695](#).
- 6.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.
- 6.3.3. Vendors who meet this criterion must indicated it on their submitted quote in [nevadaepro.com](#).
- 6.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

7. MANDATORY MINIMUM REQUIREMENTS

- 7.1. Pursuant to [NRS 333.311](#) a contract cannot be awarded to a response that does not comply with the requirements listed in this section. Response shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2. **Nevada Law and State indemnity.** Pursuant to [NRS 333.339](#), any contract that is entered into may not: (1) require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) require the State to indemnify another party against liability for damages.
- 7.3. **No Boycott of Israel.** Pursuant to [NRS 333.338](#), the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a response, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in [NRS 333.338\(3\)\(a\)](#).
- 7.4. **[nevadaepro.com](#) vendor registration.** Pursuant to [NRS 333.313](#), vendor must be registered at [nevadaepro.com](#) to respond to the solicitation. Vendor information must match *Nevada business license* and [sam.gov](#) entity registration. Vendor information in [nevadaepro.com](#) will be used for contract formation. Email address(es) associated with general mailing address or default bid mailing address (if different from general mailing address) in [nevadaepro.com](#) will be used for formal notifications. If a vendor has a different contact name and email for negotiations, that should be indicated on the title page(s) of their response.
- 7.5. **Nevada business license.** Pursuant to [NRS 353.007](#), prior to contract execution awarded vendor must hold a state business license pursuant to [NRS chapter 76](#) unless exempted by [NRS 76.100\(7\)\(b\)](#). Business license must match [nevadaepro.com](#) vendor registration.
- 7.6. **System for Award Management (sam.gov)** Prior to contract award vendor must hold an active entity registration in [sam.gov](#). Entity registration must match [nevadaepro.com](#) vendor registration.
- 7.7. **Contract responsibility.** Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.8. **Data encryption and stateside data.** State IT requires that data be encrypted in transit and in rest. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.9. **Confidentiality and certification of indemnification**
- 7.9.1. Submitted responses, which are marked confidential in their entirety, or those in which a significant portion of the submitted response is marked confidential may not be accepted. Pursuant to [NRS 333.333](#), only proprietary information may be labeled a trade secret as defined in [NRS 600A.030\(5\)](#). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.
- 7.9.2. Vendors shall submit proprietary information and *confidential business information* in separate files, flagged as confidential in [nevadaepro.com](#). The State is not responsible for any information contained within a response; responses shall be released as submitted.
- 7.9.3. By submitting a response vendor acknowledges its responsibility to act in protection of labeled information and agrees to defend and indemnify the State of Nevada for honoring such designation. Failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.
- 7.10. **Vendor certifications**
- 7.10.1. Vendor understands and acknowledges that the representations within their response are material and important and are relied on by the State in evaluation of the response. Any vendor misrepresentations can be treated as fraudulent concealment from the State of the true facts relating to the response.
- 7.10.2. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State, or municipal laws or regulations concerning discrimination or price fixing. Vendor agrees to indemnify, defend, and hold the State harmless from liability for any such violation.
- 7.10.3. All response terms, including prices, shall remain in effect for a minimum of 180 days after the response due date. In

- the case of the awarded vendor, all response terms, including prices, shall remain in effect throughout the contract term.
- 7.10.4. The price(s) and amount of this response have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor, or potential vendor. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a response higher than this response, or to submit any intentionally high or noncompetitive response. All responses shall be made in good faith and without collusion.
 - 7.10.5. The information included in this response has been arrived at independently and without non-public information obtained from State officials, staff, or their agents.
 - 7.10.6. All employees and contractors assigned to the project are authorized to work in this country.
 - 7.10.7. Vendor has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
 - 7.10.8. Vendor has a written policy regarding compliance for maintaining a drug-free workplace.

8. CRITICAL ITEMS

- 8.1. In addition to the *scope of work* and *attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring responses. Vendor response should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Responses that fail to sufficiently respond to these items may be considered non-responsive.
- 8.2. **Standard form contract.** The State strongly prefers vendors agree to the terms of the attached *standard form contract* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *standard form contract* with their response, with comments justifying the benefit to the State for each requested change. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.
- 8.3. **Indemnification.** Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 8.4. **Limited liability.** Required contract terms on 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."
- 8.5. **Insurance schedule.** The State strongly prefers vendors agree to the terms of the attached *insurance schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a redline if necessary. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of required insurance. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.
- 8.6. **Vendor background**
 - 8.6.1. Provide a background, history, and why vendor is qualified to provide the services described in this solicitation. Background should include, at a minimum, the location(s) of the office(s) that would perform the work and the number of employees locally and in total. History should include, at a minimum, the number of years in business and company headquarters location. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public or private sector. If your company has worked with the State previously, include information about those engagements.
 - 8.6.2. *No marketing material desired.* Unnecessarily elaborate brochures or other presentations beyond those requested and sufficient to present a complete response are not desired.

- 8.6.3. *Key personnel.* Provide a resume free of photos or overly stylized formatting for proposed key personnel, whether employed directly or through a subcontractor.
- 8.6.4. *Current or former employees.* If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person is performing or producing the services which you shall be contracted to provide under this contract, you must disclose the identity of each such person in your response, and specify the services that each person shall be expected to perform.
- 8.6.5. *Exclusions.* All conditions and provisions of this solicitation are deemed to be accepted by the vendor and incorporated by reference in the response, except such conditions and provisions that the vendor expressly excludes in the response. Any exclusion shall be in writing and included in the response at the time of submission.

8.7. **Subcontractors**

- 8.7.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.
- 8.7.2. Vendor shall disclose all proposed subcontractors. Response should include a *vendor information response* form for each proposed subcontractor.
- 8.7.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 8.7.4. Vendor shall certify that subcontractors comply with *mandatory minimum requirements* except *contract responsibility*.
- 8.7.5. Vendor response shall identify specific requirements of the project for which each subcontractor shall perform services.
- A. How the work of any subcontractor(s) shall be supervised
 - B. How channels of communication shall be maintained
 - C. How compliance with contracts terms and conditions will be assured
 - D. Previous experience with subcontractor(s)

8.8. **Confidential business information**

- 8.8.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to [NRS 333.020\(5\)\(b\)](#) and is not public information pursuant to [NRS 333.333](#).
- 8.8.2. This information should be submitted as a separate attachment, flagged as confidential in nevadaepro.com.
- 8.8.3. *Dun and Bradstreet number.* Vendor shall provide their Dun and Bradstreet Number.
- 8.8.4. *Financial information.* Vendor shall provide the last two full years and current year interim (a) profit and loss statements and (b) balance statements.
- 8.8.5. *Disclosure.* Vendor shall provide complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.
- 8.8.6. *Conflict of interest.* Vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this solicitation. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a response in response to this solicitation, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall result in disqualification of a vendor response. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on State vendor selection. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 8.8.7. *Client references*
- A. Vendor may be asked to provide *reference questionnaire* attachment to client references from similar projects performed for private or public sector clients within the last five years.
 - B. The *single point of contact* may receive up to three complete *reference questionnaire* documents directly from the client references via email, if determined to be required for evaluation of the work solicited.
 - C. The purpose of these references is to document relevant experience and aid in the evaluation process.
 - D. *Reference questionnaire* will not be accepted directly from proposing vendors.
 - E. Client references are not to be requested from the contracting agency.
 - F. The State will not disclose client references, but may confirm the quantity of *reference questionnaires* received.
 - G. The State reserves the right to contact client references during evaluation or negotiations.

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that vendors can submit to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 9.1.1. This is a general request for most solicitations. There may be additional instructions within the body of the solicitation that require scope specific response documents. Vendors are encouraged to thoroughly review all requirements.
 - 9.1.2. Responses must be submitted as a quote through nevadaepro.com.
 - 9.1.3. Vendors are encouraged to submit a single file attachment per section where possible.
 - 9.1.4. Technical proposal information and cost proposal information are not to be included in the same attachment.
 - 9.1.5. Cost proposal attachment needs to be a not be flagged as confidential in nevadaepro.com.
 - 9.1.6. Additional attachments may be included, but are discouraged and should be kept to a minimum.
- 9.2. **Technical proposal**
 - A. Title page
 - B. Table of contents
 - C. Signed *certification regarding lobbying*
 - D. Response to *mandatory minimum requirements*
 - E. Response to *critical items*
 - F. Response to *scope of work*
 - G. Other informational material
- 9.3. **Proprietary information.** If necessary. Attachment should be flagged confidential in nevadaepro.com.
 - A. Title page
 - B. Table of contents
 - C. Trade secret information, cross referenced to the technical proposal (alternatively, a redacted technical proposal and a full confidential technical proposal can be submitted)
- 9.4. **Cost proposal**
 - 9.4.1. Include a detailed fee structure (hourly rates, monthly retainer, or other pricing model) and a total estimated annual cost for services.
- 9.5. **Confidential business information.** Attachment should be flagged confidential in nevadaepro.com.
- 9.6. **Other attachments.** If necessary, not recommended.
- 9.7. **Client references.** Not submitted directly by vendor.



Terms and conditions for services

The information contained in this attachment is part of the solicitation and does not need to be returned with a vendor response.

1. PROCUREMENT

1.1. Authority

- 1.1.1. This procurement is conducted in accordance with [NRS Chapter 333](#) and [NAC Chapter 333](#).
- 1.1.2. Any contract(s) awarded from this solicitation is a “state purchasing contract.”
- 1.1.3. As used herein, “the State” refers to the Executive Department of the State Government of Nevada as the soliciting and awarding entity. Where a solicitation is on behalf of additional users or agencies and/or part of a cooperative solicitation, the term collectively includes those entities as well.

1.2. Single point of contact

- 1.2.1. The single point of contact for this solicitation is identified on page 1.
- 1.2.2. Upon issuance of the solicitation, other employees and representatives of the agencies identified in the solicitation shall not answer questions or otherwise discuss the contents of the solicitation and/or attachments with any prospective vendors or their representatives.
- 1.2.3. Vendors and their representatives shall only contact the single point of contract regarding this solicitation until after a notice of award (NOA) has been issued.
- 1.2.4. Failure to observe this restriction may result in disqualification of a response per [NAC 333.155](#).
- 1.2.5. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

1.3. Written questions and answers

- 1.3.1. All questions regarding this solicitation shall be submitted via the bid Q&A feature on the bid solicitation at nevadaepro.com by the deadline listed in the solicitation timeline.
- 1.3.2. If questions and answers require a material change to the solicitation, an amendment will be posted to the bid solicitation at nevadaepro.com, and vendors should receive email notification.
- 1.3.3. To access the bid Q&A.
 - A. Log into seller account at nevadaepro.com.
 - B. Click the bids tab in the header.
 - C. Click view under bid Q&A on the appropriate bid in the open bids section.

1.4. Solicitation

- 1.4.1. Responses shall be presented in a format that corresponds to and references sections outlined in a solicitation and shall be presented in the order requested for ease of evaluation.
- 1.4.2. Responses are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy requirements of a solicitation.
- 1.4.3. If a vendor changes any material language, response may be deemed non-responsive per [NRS 333.311](#).
- 1.4.4. The State reserves the right to reject any or all responses received prior to contract award.
- 1.4.5. The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 1.4.6. The State reserves the right to alter, amend, or modify any provisions of this solicitation, or to withdraw this solicitation, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 1.4.7. Responses may be modified or withdrawn prior to opening. Withdrawals received after opening shall not be considered except as authorized by [NRS 333.350\(3\)](#).

- 1.4.8. Submitted responses become property of the State, selection or rejection does not affect this right.
- 1.4.9. Responses which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend complexity and risk of the project, may be rejected.
- 1.4.10. The State is not liable for any costs incurred by vendors prior to executing a formal contract.
- 1.4.11. Cost of developing a response or any other such expenses incurred by a vendor in responding to a solicitation, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 1.4.12. Any person who believes a solicitation contains irregularities, a lack of clarity, unnecessarily restrictive specifications, or unnecessary limits to competition shall notify the single point of contact, in writing, as soon as possible, so that corrective addenda may be furnished in a timely manner to all vendors if appropriate.
- 1.4.13. The State reserves the right to waive informalities and minor irregularities in responses received.
- 1.4.14. The State shall not be obligated to accept the lowest priced response, however, shall make an award in the best interest of the State after all factors have been evaluated.
- 1.4.15. The evaluation committee may solicit information from any available source concerning any aspect of a response and seek and review any other information deemed pertinent to the evaluation process.
- 1.4.16. The State reserves the right to reject any response based upon vendor prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 1.4.17. Clarification discussions may, at State sole option, be conducted with vendors who submit responses determined to be acceptable and competitive.
- 1.4.18. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion or written revisions of responses.
- 1.4.19. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- 1.4.20. In conducting discussions there shall be no disclosure of any information derived from responses submitted by competing vendors.
- 1.4.21. Any modifications made to a response during negotiations shall be included as part of the contract.
- 1.4.22. Responses from employees of the State of Nevada shall be considered in as much as they do not conflict with the [State Administrative Manual \(SAM\)](#), [NRS Chapter 281](#), and [NRS Chapter 284](#).
- 1.4.23. The Administrator shall apply the preferences stated in [NRS 333.290](#) and [333.410](#) to the extent applicable.
 - A. [NRS 333.290](#) grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates.
 - B. [NRS 333.410](#) grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates.
 - C. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation.
- 1.4.24. Prices offered in a vendor response are an irrevocable offer for the term of the contract and any contract extensions.
- 1.4.25. Vendor agrees to provide purchased services at costs, rates and fees as set forth in a response submitted in response to a solicitation. No other costs, rates or fees shall be payable to awarded vendor for implementation of response.
- 1.4.26. Vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes to function properly on vendor system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show proposed alternative. An acceptable alternative is one the State considers satisfactory in meeting solicitation requirements. The State, at its sole discretion, shall determine if a proposed alternative meets the intent of an original solicitation requirement.
- 1.5. **Material misrepresentation.** Vendor understands and acknowledges that representations made in its response are material and important and shall be relied on by the State in evaluation of a response. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the response.
- 1.6. **Proprietary information and trade secrets**
 - 1.6.1. As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
 - 1.6.2. If complete responses cannot be provided without referencing proprietary information, such information shall be provided in a separate attachment, cross-referenced to public attachments. Only proprietary information as defined in [NRS 333.020\(5\)](#) can be confidential.
 - 1.6.3. Not conforming to these requirements makes a response non-compliant and it may be rejected by the State.
- 1.7. **Online bidding**

- 1.7.1. Pursuant to [NRS 333.313](#), [nevadaepro.com](#) is the State online bidding system.
- 1.7.2. All official communication will be through [nevadaepro.com](#).
- 1.7.3. Vendors should check [nevadaepro.com](#) frequently for matters affecting a solicitation prior to submitting a quote or response.
- 1.7.4. Failure to periodically check for updates does not release a vendor from requirements or information posted.
- 1.7.5. Failure to flag quote attachments as confidential in [nevadaepro.com](#) that contain confidential information, trade secrets or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

1.8. **Electronic quote**

- 1.8.1. Vendors shall submit quotes or responses via create quote in the State electronic procurement website, [nevadaepro.com](#).
- 1.8.2. Refer to *quote instructions* attachment in [nevadaepro.com](#) for instructions on how to submit a quote.
- 1.8.3. Vendors shall provide pricing directly in [nevadaepro.com](#), or select see quote attachments as appropriate.
- 1.8.4. Quotes or responses shall be submitted before the date and time specified on bid in [nevadaepro.com](#).
- 1.8.5. Vendors may submit their quote or response any time prior to the deadline stated in [nevadaepro.com](#).
- 1.8.6. If dates/times specified in a document and dates/times specified in [nevadaepro.com](#) conflict, dates/times in [nevadaepro.com](#) shall prevail.
- 1.8.7. Quotes or responses submitted as physical copies, email, or any submission method except [nevadaepro.com](#) shall not be considered.
- 1.8.8. Vendor quote or response documents shall be uploaded as attachments to [nevadaepro.com](#) quote.
- 1.8.9. Only quotes or responses submitted through [nevadaepro.com](#) will be considered for award.
- 1.8.10. Quotes improperly submitted as 'no bid' in [nevadaepro.com](#) may not be received by the State or considered for award.
- 1.8.11. Quotes or responses that are not submitted by the opening date and time shall not be accepted.

2. **AWARD**

2.1. **Notice of intent**

- 2.1.1. A notice of intent (NOI) shall be issued in accordance with [NAC 333.170](#) notifying proposing vendors of the intent to award a contract to an identified vendor, pending successful negotiations.
- 2.1.2. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached.
- 2.1.3. All information remains confidential until the issuance of the formal notice of award (NOA).
- 2.1.4. If contract negotiations cannot be concluded successfully, the State upon written notice to all proposing vendors may negotiate a contract with the next highest scoring vendor or withdraw the solicitation.

2.2. **Notice of award**

- 2.2.1. A notice of award (NOA) shall be issued in accordance with [NAC 333.170](#).
- 2.2.2. Proposing vendors shall be notified in [nevadaepro.com](#) a contract has been successfully negotiated.
- 2.2.3. Award is contingent upon the successful negotiation of final contract terms.
- 2.2.4. Any non-confidential information becomes available upon written request, and most is available in [nevadaepro.com](#).
- 2.2.5. Pursuant to [NRS 333.370](#), the period in which a person who made an unsuccessful response may file a notice of appeal commences.
- 2.2.6. Any unsuccessful vendor may file an appeal in strict compliance with [NRS 333.370](#) and [NAC Chapter 333](#).

2.3. **Contract execution**

- 2.3.1. If required pursuant to [NRS 333.700](#), contracts shall not be effective unless and until approved by the Nevada State Board of Examiners (BOE).
- 2.3.2. The State reserves the right to negotiate final contract terms with any vendor selected per [NAC 333.170](#).
- 2.3.3. The contract between the parties shall consist of the solicitation together with any modifications thereto, and the awarded vendor response, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence.

A. Final executed contract

- B. Insurance information
- C. Modifications and clarifications
- D. Solicitation and amendments
- E. Awarded vendor response

2.3.4. Specific exceptions to this general rule may be noted in a solicitation or final executed contract.

3. CONTRACT

3.1. Third party beneficiaries

- 3.1.1. State agencies as defined in [NRS 333.020\(10\)](#) and other public entities as defined in [NRS 333.469](#) and [333.470](#) are intended third party beneficiaries of any contract resulting from this solicitation and may join or use any contract resulting from this solicitation subject to Nevada law.
- 3.1.2. Public entities in other states or jurisdictions may join or use any resulting contract from this solicitation subject to cooperative contracting laws in their respective state or jurisdiction.
- 3.1.3. The State is not liable for obligations of any other entity which joins or uses any contract resulting from this solicitation.

3.2. Administrative fee

- 3.2.1. The State may implement an administrative fee of not more than 1% on contracts procured or negotiated by the State Purchasing Division pursuant to [NRS 333.450](#).
- 3.2.2. This fee may be assessed over the time of the contract period.
- 3.2.3. Vendors will be provided 30 days written notice before fees are assessed.
- 3.2.4. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract.

3.3. Award of related contracts

- 3.3.1. The State may undertake or award supplemental contracts for work related to a project or any portion thereof.
- 3.3.2. Contractor shall be bound to cooperate fully with such other contractors and the State in all cases.
- 3.3.3. All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

3.4. Discrimination

- 3.4.1. The State, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and federal Regulations, hereby notifies all bidders it will affirmatively ensure that for any contract entered into pursuant to this solicitation, all contractors will be afforded full opportunity to submit responses and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or limited English proficiency in consideration for award.
- 3.4.2. Pursuant to [NRS Chapter 613](#) in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.
- 3.4.3. The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

3.5. Protection of sensitive information

- 3.5.1. Confidential personal data shall be encrypted.
- 3.5.2. Any electronic transmission of personal information shall comply with [NRS 603A.215 \(2 & 3\)](#).
- 3.5.3. Sensitive data shall be encrypted in all newly developed applications.

3.6. **State owned property.** Contractor shall be responsible for proper custody and care of any State-owned property furnished by the State for use in connection with performance of a contract and shall reimburse the State for any loss or damage.

3.7. Inspection, acceptance, completion of work

- 3.7.1. It is expressly understood and agreed all work done by Contractor shall be subject to inspection and acceptance by the State.
- 3.7.2. Progress inspections and approval by the State shall not forfeit the right to require correction of faulty workmanship or material at any time during work and warranty periods.
- 3.7.3. Nothing contained herein shall relieve Contractor of responsibility for proper installation and maintenance of work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.
- 3.7.4. Prior to completion of all work, Contractor shall remove from premises all equipment and materials belonging to Contractor.
- 3.7.5. Upon completion of the work, Contractor shall leave site in a clean and neat condition satisfactory to the State.

3.8. **Right to publish**

- 3.8.1. All requests for publication or release of any information pertaining to a solicitation and any subsequent contract shall be in writing and sent to the head of the contracting agency or designee.
- 3.8.2. No announcement concerning award of a contract due to a solicitation can be made without prior written approval of the head of the contracting agency or designee.
- 3.8.3. As a result of selection of a vendor to supply requested services, the State is neither endorsing nor suggesting the vendor is the best or only solution.
- 3.8.4. Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with specific advance written authorization of the head of the contracting agency or designee.
- 3.8.5. Throughout the term of the contract, Contractor shall secure the written approval prior to the release of any information pertaining to work or activities covered by the contract.

3.9. **Travel**

- 3.9.1. If part of the contract, will follow processes below.
- 3.9.2. All travel shall be approved in writing in advance by the State.
- 3.9.3. Requests for reimbursement of travel expenses shall be submitted on the State claim for travel expense form with original receipts for all expenses.
- 3.9.4. Travel expense form, with original signatures, shall be submitted with Contractor invoice.
- 3.9.5. Contractor shall be reimbursed travel expenses and per diem at rates allowed for State employees at time travel occurs.
- 3.9.6. State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by Contractor for a rental vehicle.

4. **FEDERAL LAWS AND AUTHORITIES**

- 4.1. **Certification.** Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the contracting agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

4.2. **Compliance**

- 4.2.1. Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations.
- 4.2.2. Archeological and Historic Preservation Act of 1974, PL 93-291
- 4.2.3. Clean Air Act, 42 U.S.C. 7506(c)
- 4.2.4. Endangered Species Act 16 U.S.C. 1531, ET seq.
- 4.2.5. Executive Order 11593, Protection and Enhancement of the Cultural Environment
- 4.2.6. Executive Order 11988, Floodplain Management
- 4.2.7. Executive Order 11990, Protection of Wetlands
- 4.2.8. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
- 4.2.9. Fish and Wildlife Coordination Act, PL 85-624, as amended.
- 4.2.10. National Historic Preservation Act of 1966, PL 89-665, as amended.
- 4.2.11. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
- 4.2.12. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.

- 4.2.13. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
- 4.2.14. Age Discrimination Act, PL 94-135
- 4.2.15. Civil Rights Act of 1964, PL 88-352
- 4.2.16. Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
- 4.2.17. Executive Order 11246, Equal Employment Opportunity
- 4.2.18. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- 4.2.19. Rehabilitation Act of 1973, PL 93, 112
- 4.2.20. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- 4.2.21. Executive Order 12549 – Debarment and Suspension
- 4.2.22. Davis-Bacon Act 40 U.S.C. 3141-3148
- 4.2.23. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
- 4.2.24. Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
- 4.2.25. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- 4.2.26. Americans With Disabilities Act of 1990, PL 101-336
- 4.2.27. Health Insurance Portability and Accountability Act of 1996, PL 104-191
- 4.2.28. Equal Pay Act of 1963, PL 88-38
- 4.2.29. Genetic Information Nondiscrimination Act, PL 110-233

5. FINANCIAL

- 5.1. **Tax exempt.** The State shall not be liable for Federal, State, or Local excise taxes per [NRS 372.325](#).
- 5.2. **Billing**
 - 5.2.1. The State does not issue payment prior to receipt of goods or services.
 - 5.2.2. Contractor shall bill the State as outlined in the approved contract and/or payment schedule.
 - 5.2.3. **Timeliness of Billing.** The State is on a fiscal year calendar, running July 1 through June 30. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August and processed as a stale claim pursuant to [NRS 353.097](#), shall subject Contractor to an administrative fee not to exceed \$100.00. This is the estimate of additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claim payment due Contractor.
- 5.3. **Payment**
 - 5.3.1. Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
 - 5.3.2. Pursuant to [NRS 227.185](#) and [NRS 333.450](#), the State shall pay claims for supplies, materials, equipment, and services electronically, unless determined by the State Controller that electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.
 - 5.3.3. *Procurement card program.* Program is issued through a major financial institution and treated like any other major credit card. Contracting agencies may desire to use credit card as a method of payment. If credit card is an acceptable method of payment, no additional charges or fees shall be imposed for payment via credit card.

Scope of Work Requirements – CPA & Bookkeeping Services

General Engagement Parameters

- Compliance & Standards
 - Adhere to Nevada Revised Statutes (NRS 631) and Nevada Administrative Code (NAC 631) financial provisions.
 - Follow Governmental Accounting Standards Board (GASB) and Generally Accepted Accounting Principles (GAAP).
- Coordination & Collaboration
 - Maintain regular communication with the Executive Director, Board Treasurer, and external financial auditor.
 - Participate in scheduled audit-planning and exit conferences, providing all requested schedules and documentation.

CPA Responsibilities

1. Monthly Financial Review & Oversight
 - Review bookkeeper-prepared QuickBooks Online (QBO) ledger for accuracy, completeness, and proper account classification.
 - Verify bank, credit-card, and merchant-service reconciliations; sign off within 10 business days of month-end close.
2. Quarterly Financial Reporting
 - Prepare unaudited quarterly financial statements (Balance Sheet, Profit & Loss, Budget vs. Actual, Cash-Flow).
 - Present findings to the full Board at quarterly meetings; highlight variances >5 % or \$5,000, whichever is greater.
3. Budget Support
 - Assist management in drafting the annual operating budget and multi-year forecast, incorporating historical Airtable data.
 - Provide scenario analysis for fee-structure changes or new regulatory programs.
4. Audit Liaison

- Serve as primary contact for the external financial auditor.

Bookkeeper Responsibilities

1. Transaction Processing in QuickBooks Online

- Daily import and categorize bank & credit-card feeds using Board-approved chart of accounts.
- Check Payments
 - Enter each check in QBO using the “+ New → Check” workflow.
 - Fields to complete: *Payee, Bank Account, Payment Date, Check #, Account/Program Code, Amount, Memo* (include invoice # or reference).
 - Attach scanned check image and supporting vendor invoice.
- Record ACH, wire, and EFT transactions with matching documentation.

2. Accounts Payable & Receivable

- Maintain vendor and customer records in Airtable sync table.
- Generate aging reports weekly; flag items >45 days past due for management action.

3. Reconciliations

- Perform monthly bank, credit-card, and clearing-account reconciliations within seven calendar days of statement availability.
- Document reconciliation reports and bank statements.

Shared Technology & Integration Tasks

1. Airtable

- Maintain interconnected bases for Budget and Vendor Records.

2. QuickBooks Online

- Lock each prior fiscal year in QBO after audit completion and Board approval.

Reporting

1. Create and generate financial summaries as needed.
2. Create and generate on a quarterly basis and within 15 days at the close of the fiscal quarter a simplified financial report.

3. Create and generate financial reports as required.

Evaluation Criteria – CPA and Bookkeeping Services

1) Company Experience and Qualifications (Max Points: 40)

Evaluate the proposer's overall firm qualifications and demonstrated capability to deliver bookkeeping and accounting services, including:

- Bookkeeping, reconciliation, and financial reporting experience for government agencies, boards, or public entities.
- Depth of experience with QuickBooks (identify specific versions/platforms used—Desktop/Online—and comparable environments).
- Knowledge of and ability to operate within GAAP requirements and, where applicable to the engagement, GASB standards.
- Experience supporting month-end and year-end close processes and producing reliable financial statements and supporting schedules.
- Staff qualifications and stability (who will perform the work; back-up coverage; relevant experience of assigned personnel).

2) Audit Response Experience for Government Entities (Max Points: 25)

Evaluate the proposer's experience and readiness to support audit-related needs for governmental/public entities, including:

- Prior experience responding to audit requests, PBC ("prepared by client") schedules, and auditor inquiries for government agencies or similar public entities.
- Ability to provide timely documentation and clear reconciliations that support audit trails (bank, credit card, payroll, A/P).
- Experience coordinating with external auditors and meeting audit deadlines with minimal disruption to agency operations.
- Capability to assist with year-end reporting tasks that commonly support audits (e.g., account rollforwards, adjusting entries support, financial statement support as requested).

3) Technology and Systems Experience (Max Points: 20)

Evaluate the proposer's technology proficiency and systems approach, including:

- Demonstrated expertise using **QuickBooks** (Desktop/Online) and related accounting workflows (chart of accounts, classes/projects, reporting, attachments, user permissions).
- Demonstrated experience utilizing Airtable Software Platform.
- Secure document sharing, remote collaboration, and workflow tools for financial records and approvals.
- Ability to work with electronic systems that may be adjacent to agency finance operations (e.g., payroll outputs, banking platforms, electronic filing portals used for reporting).

4) Cost Proposal / Fee Structure (Max Points: 10)

Evaluate the clarity, completeness, and reasonableness of the cost proposal, including:

- Monthly/recurring service fees (base fee) and what is included.
- Hourly rates and fee schedules for out-of-scope or as-needed tasks.
- Fees for special projects, budget support, and audit-related support (if priced separately).

5) Responsiveness and Accessibility (Max Points: 5)

Evaluate the proposer's service responsiveness and communication approach, including:

- Availability and accessibility of key personnel (primary contact and backup).
- Communication plan with the Executive Director and agency staff.
- Demonstrated ability to meet deadlines and respond to ad hoc requests.

ATTACHMENT DD
VENDOR PROPOSAL

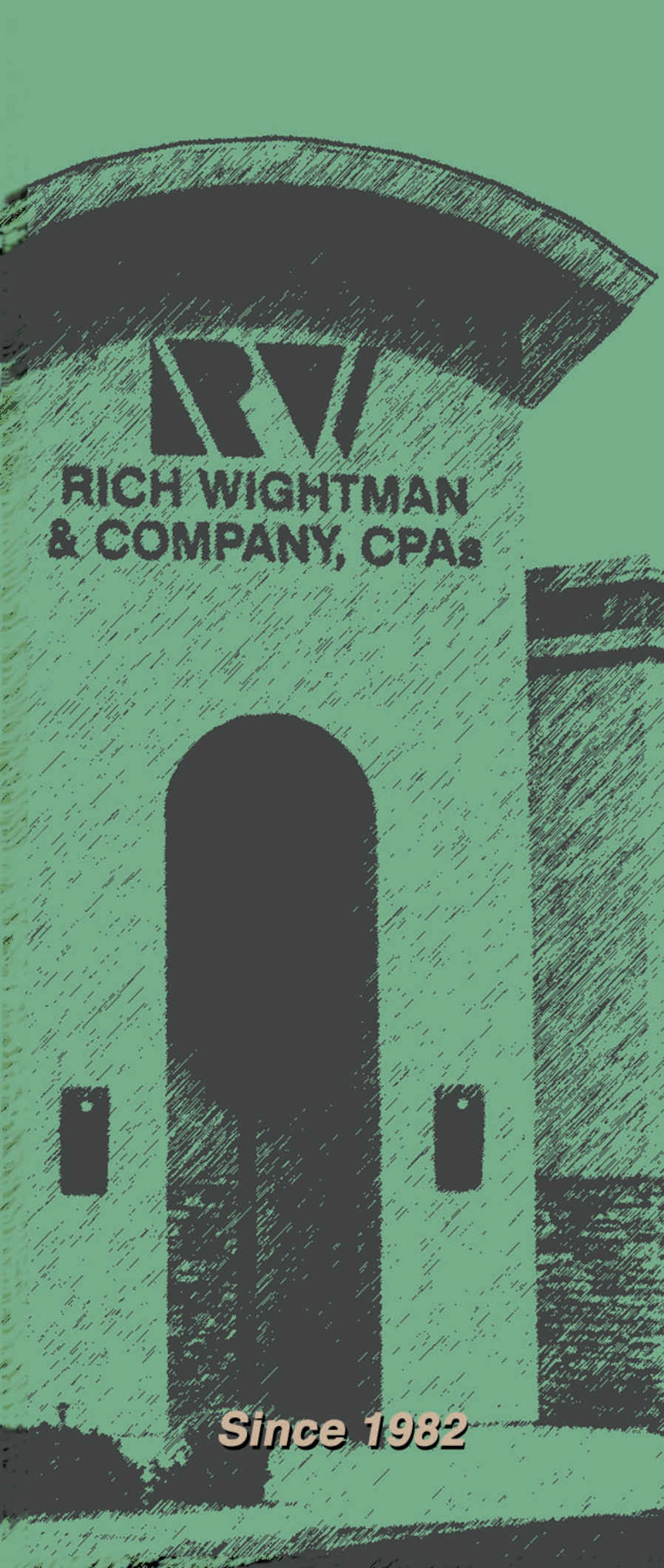
State of Nevada
 515 E Musser St Ste 300
 State of Nevada
 Carson City, NV 89701

3/11/26 12:00 AM BRDCOM-S3666 Nevada State Board of Dental Examiners	Quote ID BRDCOM-VQ18412
---	----------------------------

V E N D O	Rich, Wightman & Co., CPAs, LLC 1301 S Jones Blvd Las Vegas, NV 89146
-----------------------	---

S H I P T O	2651 N Green Valley Parkway Ste 104 Nevada State Board of Dental Examiners Henderson, NV 89104
----------------------------	--

Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	CPA Bookkeeping Services	1.00	EA	\$ 0.00	\$ 0.00	\$ 0.00
					TOTAL:	\$ 0.00



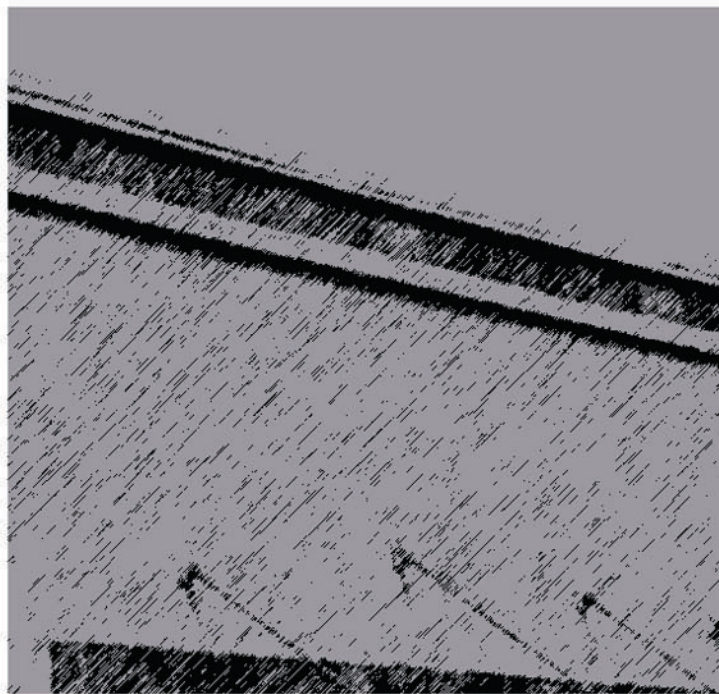
**RICH WIGHTMAN
& COMPANY, CPAs**

Since 1982



**RICH
WIGHTMAN
& COMPANY**

Certified Public Accountants



RICH, WIGHTMAN & CO., CPAS, LLC

TECHNICAL PROPOSAL OF ACCOUNTING SERVICES FOR THE
NEVADA STATE BOARD OF DENTAL EXAMINERS

CONTENTS

	PAGE
Technical Proposal Summary	1
Company Background and Qualifications	2 - 3
Scope of Work	4 - 6
Technical Approach	7
Certificate Regarding Lobbying	8
Curriculum Vitae (CV)	9



1301 SOUTH JONES BOULEVARD
LAS VEGAS, NV 89146

PHONE: (702) 878-0959
FAX: (702) 878-1325

Joel Wixon
Nevada State Purchasing
Carson City, NV

Rich, Wightman & Company, CPAs, LLC (“RWC”) respectfully submits this technical proposal to provide comprehensive accounting services to the Nevada State Board of Dental Examiners.

This report serves to help gain an understanding of our company and experience as it relates to the assistance of the organization’s accounting needs.

Sincerely,

Rich, Wightman & Co., CPAs, LLC

T7LF-8d

Tyler Frigaard, CPA, CVA

March 5, 2026

Background and Qualifications

RWC was established in 1982 and has over four decades of proven experience delivering high-quality audit, tax, financial reporting, consulting, and forensic services to non-profit and private-sector clients.

RWC is headquartered in Las Vegas, Nevada and is led by experienced partners including Mark Rich, CPA, CFF, John Wightman, CPA, CGMA, Ginger Brooks, CPA, Joseph Garrett, CPA, CFE, CVA, Denise Razo-Rich, CPA, and Tyler Frigaard, CPA, CVA.

Services Provided:

- Audit & Assurance Services
- Tax Preparation & Planning
- Bookkeeping
- Consulting & Advisory Services

The firm employs 31 people, including professional and administrative staff. All professional staff have their bachelor's degree in accounting and are either CPAs or working towards their certification. The Company also employs bookkeeping staff, who have extensive experience with bookkeeping clients. All projects prepared by the firm undergo multiple levels of review by managers and partners to ensure completeness and accuracy with all information provided.

As it relates to the specific work of this proposal, RWC has been performing the monthly financial review & oversight, bookkeeping, budget preparation support, and financial audit support functions, in addition to other requested services, to assist with the accounting needs of the Nevada State Board of Dental Examiners since May 2024. Initially in a much more limited capacity. We've developed an extensive knowledge base and understanding of the organization's needs and systems. Over the last year, we have assisted with the cleanup of the organization's financials and improvement to the quality of the financials able to be presented to the financial auditors. We were involved in the organization recently being able to provide timely audited financials to the Board, a first in several years. The number of adjustments required for the financials for the audit decreased by over 50% in one year, 13 vs. 27, and expects a further decrease if we continue. Some of the required adjustments related to information from public sources unavailable until after the financials needed to be submitted to auditors.

RWC works with various accounting software, most proficiently in QuickBooks Desktop/Online. Denise Razo-Rich, CPA is a certified QuickBooks expert and maintains regular updates on all updates relating to the program. Our work with the Nevada State

Board of Dental Examiners has made us proficient with the Airtable software platform utilized by the organization.

GAAP financial statements audits, including those requiring GASB standards have been performed by the Company since its inception. John Wightman, CPA and Tyler Frigaard, CPA oversee all audit engagements performed by the firm. John's experience with financial statement audits exceeds 30 years. Tyler's experience with financial statement audits totals 12 years.

Tyler Frigaard, CPA would be the partner in charge of the account. Included in this report is his CV, detailing his personal work experience as a CPA.

Secure document sharing and storage of sensitive data is something the firm takes very seriously. RWC is constantly training and communicating security threats to staff to ensure our client's data is safe and secure. We utilize a secure portal for transferring sensitive information. We are vigilant with making sure we are not exposing ourselves or client to security risks each day.

RWC can accept the Contract for Services of Independent Contractor terms previously provided.

Scope of Work Requirements – CPA & Bookkeeping Services

General Engagement Parameters

- Compliance & Standards
 - Adhere to Nevada Revised Statutes (NRS 631) and Nevada Administrative Code (NAC 631) financial provisions.
 - Follow Governmental Accounting Standards Board (GASB) and Generally Accepted Accounting Principles (GAAP).
- Coordination & Collaboration
 - Maintain regular communication with the Executive Director, Board Treasurer, and external financial auditor.
 - Participate in scheduled audit-planning and exit conferences, providing all requested schedules and documentation.

CPA Responsibilities

1. Monthly Financial Review & Oversight
 - Review bookkeeper-prepared QuickBooks Online (QBO) ledger for accuracy, completeness, and proper account classification.
 - Verify bank, credit-card, and merchant-service reconciliations; sign off within 10 business days of month-end close.
2. Quarterly Financial Reporting
 - Prepare unaudited quarterly financial statements (Balance Sheet, Profit & Loss, Budget vs. Actual, Cash-Flow).
 - Present findings to the full Board at quarterly meetings; highlight variances >5 % or \$5,000, whichever is greater.
3. Budget Support
 - Assist management in drafting the annual operating budget and multi-year forecast, incorporating historical Airtable data.
 - Provide scenario analysis for fee-structure changes or new regulatory programs.
4. Audit Liaison

- Serve as primary contact for the external financial auditor.

Bookkeeper Responsibilities

1. Transaction Processing in QuickBooks Online

- Daily import and categorize bank & credit-card feeds using Board-approved chart of accounts.
- Check Payments
 - Enter each check in QBO using the “+ New → Check” workflow.
 - Fields to complete: *Payee, Bank Account, Payment Date, Check #, Account/Program Code, Amount, Memo* (include invoice # or reference).
 - Attach scanned check image and supporting vendor invoice.
- Record ACH, wire, and EFT transactions with matching documentation.

2. Accounts Payable & Receivable

- Maintain vendor and customer records in Airtable sync table.
- Generate aging reports weekly; flag items >45 days past due for management action.

3. Reconciliations

- Perform monthly bank, credit-card, and clearing-account reconciliations within seven calendar days of statement availability.
- Document reconciliation reports and bank statements.

Shared Technology & Integration Tasks

1. Airtable

- Maintain interconnected bases for Budget and Vendor Records.

2. QuickBooks Online

- Lock each prior fiscal year in QBO after audit completion and Board approval.

Reporting

1. Create and generate financial summaries as needed.
2. Create and generate on a quarterly basis and within 15 days at the close of the fiscal quarter a simplified financial report.

3. Create and generate financial reports as required.

Technical Approach

Monthly Accounting and Closing:

1. Bookkeeper will perform the following, based on timing prescribed in the Scope of Work:
 - a. Daily ensure all transactions are entered into the general ledger based on information received through invoices, receipts, bank transactions, and credit card transactions
 - b. Input necessary entries for A/P and check payments to vendors
 - c. Monthly reconcile all bank and credit card accounts
 - d. Monthly review A/P aging for old balances
2. CPA will perform the following, based on timing prescribed in the Scope of Work:
 - a. Review bank and credit card reconciliations and other general ledger accounts
 - b. Review postings within the balance sheet and income statement to ensure completeness and accuracy

Financial Reporting:

1. Monthly prepare unaudited balance sheet and income statement financials for client review
2. Quarterly prepare unaudited balance sheet, income statement, and budget to actual financials for review with the Board
 - a. Includes presentation of findings to the Board during quarterly meetings and identification of variances noted based on prescribed criteria

Other Accounting Assistance:

1. Support to be provided for preparation of budget submission and multi-year forecast
2. Annual support related to the financial audit, which includes assistance with transaction questions and providing supporting documentation for requested accounts
 - a. As financial statement auditors, we understand the need for information to be provided timely and clearly to auditors. This is a function we have been able to meet each year we have been associated with the financial audit.



Nevada State Purchasing Division
Department of Administration
515 E Musser St Ste 300
Carson City, NV 89701
purchasing.nv.gov
nevadaepro.com

Certification regarding lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date	<u>3/5/26</u>
Solicitation number	<u>BRDCOM-S3666</u>
Vendor Name	<u>Rich, Wightman & Co., CPAs, LLC</u>
Authorized signer name	<u>Tyler Frigaard, CPA</u>
Authorized signature	<u>TFL Frigaard</u>

Tyler C. Frigaard, CPA, CVA
1301 S. Jones Blvd.
Las Vegas, Nevada 89146
(702) 878-0959
tylerf@richwightman.com

RELATED EDUCATION:

Licensed by the State of Nevada as a Certified Public Accountant – November 12, 2013

Certified by the National Association of Certified Valuation Analysts (NACVA) as a Certified Valuation Analyst – May 13, 2019

University of Nevada, Las Vegas

Master's in Accountancy – December, 2012

Bachelor's in Business Administration, Accounting – December, 2011

PROFESSIONAL EMPLOYMENT:

Current Position: Partner

January 29, 2013 to Present - Rich, Wightman & Company, CPA's, LLC – Las Vegas, NV

Services include certified audits, reviews and compilations of financial statements, forensic audits, tax preparation and planning for individuals, trusts, and all business entity types, gaming and regulatory compliance and reporting, management advisory services, business valuation, estate planning, litigation support, bookkeeping, payroll processing and reporting, and business acquisition/sale services

January 2011 to January 28, 2013 – Nevada State Corporate Network, Inc. – Las Vegas, NV

Services included bookkeeping, tax preparation for individuals and all business entity types, payroll processing and reporting, and entity creation and organization

PROFESSIONAL MEMBERSHIPS:

Nevada Society of Certified Public Accountants

American Institute of Certified Public Accountants

National Association of Certified Valuation Analysts

SPECIALIZED AREAS OF INDUSTRY EXPERIENCE:

Construction and Manufacturing; Gaming and Hospitality; Medical, Legal and Professionals; Real Estate and Development; Retail/Wholesale/Distribution; Non-Profits; and Education



**RICH
WIGHTMAN
& COMPANY**
Certified Public Accountants
(A Limited Liability Company)

**1301 South Jones Blvd.
Las Vegas, NV 89146
Phone: (702) 878-0959 Fax: (702) 878-1325
WWW.RICHWIGHTMAN.COM**

VENDOR INFORMATION RESPONSE

*Vendors shall complete and return this form in their proposal.
If the proposal includes subcontractors, form must be completed for each subcontractor as well.*

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

The information provided in the table below shall be used for development of the contract, if awarded.

Requested Information	Response
Company Name:	Rich, Wightman & Co., CPAs, LLC
Company Street Address:	1301 S. Jones Blvd
City, State, Zip Code:	Las Vegas, NV 89146
Telephone Number, including area code:	702-878-0959
Toll Free Number, including area code:	
Email Address:	tylerf@richwightman.com

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	Tyler Frigaard, CPA
Title:	Partner
Address:	1301 S. Jones Blvd
City, State, Zip Code:	Las Vegas, NV 89146
Email Address:	tylerf@richwightman.com
Telephone Number, including area code:	702-878-0959
Toll Free Number, including area code:	

RFP BRDCOM-S3666 COST SCHEDULE

Scope	Position	per/hour	Est Hours	Extended Cost	Notes
CPA/Bookkeeping Services					
					We have been performing the below services for the Nevada Board of Dental Examiners since May 2024. Initially in a much more limited capacity. We've developed an extensive knowledge base and understanding of the organization's needs and systems. Over the last year, we have assisted with the cleanup of the organization's financials and improvement to the quality of the financials able to be presented to the financial auditors. We were involved in the organization being able to provide a timely audited financials to the Board, a first in several years. The amount of adjustments required for the financials for the audit decreased over 50% in one year, 13 vs. 27, and expect further decrease if we continue. Some of the required adjustments related to information from public sources not being available until after the financials needed to be submitted to auditors.
CPA Responsibilities					
1. Monthly Financial Review & Oversight		\$ 400.00	4	\$ 1,600.00	Review of various items is required throughout the month, as well as month-end to review postings and reconciliations of various accounts.
Months per year				<u>12</u>	
Total estimated annual cost				\$ 19,200.00	
2. Quarterly Financial Reporting		\$ 400.00	10	\$ 4,000.00	This considers the time for meetings with the Board.
Quarters per year				<u>4</u>	
Total estimated annual cost				\$ 16,000.00	
3. Budget Support		\$ 400.00	10	\$ 4,000.00	
					Wherever it is possible to have staff at lower billing rates assist with this task, it will be utilized, but audit requests, meetings, and working through questions can be time consuming. We are working to reduce the amount of questions and follow ups with continued building of better workpaper support to be supplied to auditors for the upcoming year.
4. Audit Liaison		\$ 400.00	25	\$ 10,000.00	
Total estimated cost				<u>\$ 49,200.00</u>	
Bookkeeper Responsibilities					
1. Transaction Processing in QB Online		\$ 120.00	15	\$ 1,800.00	
2. Accounts Payable & Receivable		\$ 120.00	2	\$ 240.00	
3. Reconciliations		\$ 120.00	2	\$ 240.00	
Total estimated monthly cost				\$ 2,280.00	
Months per year				<u>12</u>	
Total estimated annual cost				\$ 27,360.00	
Grand total estimated annual cost				<u>76,560.00</u>	
Grand total estimated two year cost				<u>153,120.00</u>	

Company	3-Day Monthly Rate	5-Day Monthly Rate
EarthKind Cleaning	\$ 845.00	\$ 990.00
Best Janitorial	\$ 1,248.00	\$ 2,080.00
Contractors Enterprises	\$ 1,105.00	\$ 1,625.00
ANV Enterprise	\$ -	\$ 850.00
Stanice Services	\$ 1,500.00	\$ 2,300.00
Vanguard Cleaning	\$ 851.00	\$ 962.00
Last Call Cleaning	\$ 2,833.00	\$ 3,333.00
Myneja	\$ 4,620.00	\$ -
Silver Edge Supply	\$ 1,500.00	\$ 1,800.00
Nellis Building Services	\$ 780.00	\$ 1,050.00
Office Pride	\$ 920.00	\$ 1,135.00

NRS 631.020 “Board” defined. “Board” means the ~~Board of Dental Examiners of Nevada~~ Nevada State Board of Dental Medicine.

(Change title above this statute number)

NRS 631.120 Creation. The ~~Board of Dental Examiners of Nevada~~ Nevada State Board of Dental Medicine, consisting of 11 members appointed by the Governor, is hereby created.

NRS 631.170 Examination of applicants; restriction on participation in grading examinations; Meetings; quorum.

~~1.—The Board shall meet whenever necessary to examine applicants. The dates of the examinations must be fixed by the Board. The Board may conduct examinations outside this State, and for this purpose may use the facilities of dental colleges.~~

1. ~~The members who are dental hygienists or dental therapists~~ Each Board member has one vote to cast, and each vote will only count as a single vote. Each Board member may vote on all matters. ~~but may not participate in grading any clinical examinations required by NRS 631.240 for the licensing of dentists. If a member is not licensed under the provisions of this chapter, the member shall not participate in grading any examination required by the Board.~~

2. The Board may ~~also~~ meet at such other times and places and for such other purposes as it may deem proper.

3. A quorum consists of five members who are dentists and two members who are dental hygienists or dental therapists.

NRS 631.190 Powers and duties. In addition to the powers and duties provided in this chapter, the Board shall:

1. Adopt rules and regulations necessary to carry out the provisions of this chapter.

2. Appoint such committees, review panels, examiners, officers, employees, agents, attorneys, investigators and other professional consultants and define their duties and incur such expense as it may deem proper or necessary to carry out the provisions of this chapter, the expense to be paid as provided in this chapter.

~~—3.—Fix the time and place for and conduct examinations for the granting of licenses to practice dentistry, dental hygiene, dental therapy and expanded function dental assistance.~~

3. Examine applicants for licenses to practice dentistry, dental hygiene, dental therapy and expanded function dental assistance.

4. Collect and apply fees as provided in this chapter.

5. Keep a register of all dentists, dental hygienists, dental therapists and expanded function dental assistants licensed in this State, together with their addresses, license numbers and renewal certificate numbers.

6. Have and use a common seal.

7. Keep such records as may be necessary to report the acts and proceedings of the Board. Except as otherwise provided in NRS 631.368, the records must be open to public inspection.

8. Maintain offices in as many localities in the State as it finds necessary to carry out the provisions of this chapter.

9. Have discretion to examine work authorizations in dental offices or dental laboratories.

NRS 631.274 Restricted geographical license to practice dentistry, dental hygiene, dental therapy or expanded function dental assistance.

1. The Board shall, without a clinical examination required by NRS 631.240, 631.300, 631.3121 or 631.31286, issue a restricted geographical license to practice dentistry, dental hygiene, dental therapy or expanded function dental assistance to a person if the person meets the requirements of subsection 2 and:

(a) A board of county commissioners submits a request that the ~~Board of Dental Examiners of Nevada~~ Nevada State Board of Dental Medicine waive the requirements of NRS 631.240, 631.300, 631.3121 or 631.31286 for any applicant intending to practice dentistry, dental hygiene, dental therapy or expanded function dental assistance in a rural area of a county in which dental, dental hygiene, dental therapy or expanded function dental assistance needs are underserved, as that term is defined by the officer of rural health of the University of Nevada School of Medicine;

(b) Two or more boards of county commissioners submit a joint request that the ~~Board of Dental Examiners of Nevada~~ Nevada State Board of Dental Medicine waive the requirements of NRS 631.240, 631.300, 631.3121 or 631.31286 for any applicant intending to practice dentistry, dental hygiene, dental therapy or expanded function dental assistance in one or more rural areas within those counties in which dental, dental hygiene, dental therapy or expanded function dental assistance needs are underserved, as that term is defined by the officer of rural health of the University of Nevada School of Medicine; or

(c) The director of a federally qualified health center or a nonprofit clinic submits a request that the Board waive the requirements of NRS 631.240, 631.300, 631.3121 or 631.31286 for any applicant who has entered into a contract with a federally qualified health center or nonprofit clinic which treats underserved populations in Washoe County or Clark County.

2. A person may apply for a restricted geographical license if the person:

(a) Has a license to practice dentistry, dental hygiene, dental therapy or expanded function dental assistance issued pursuant to the laws of another state or territory of the United States, or the District of Columbia;

(b) Is otherwise qualified for a license to practice dentistry, dental hygiene, dental therapy or expanded function dental assistance in this State;

(c) Pays the application, examination and renewal fees in the same manner as a person licensed pursuant to NRS 631.240, 631.300, 631.3121 or 631.31286;

(d) Submits all information required to complete an application for a license; and

(e) Satisfies the requirements of NRS 631.230, 631.290, 631.312 or 631.31285, as appropriate.

3. The Board shall not issue a restricted geographical license to a person:

(a) Whose license to practice dentistry, dental hygiene, dental therapy or expanded function dental assistance has been revoked or suspended;

(b) Who has been refused a license to practice dentistry, dental hygiene, dental therapy or expanded function dental assistance; or

(c) Who is involved in or has pending a disciplinary action concerning a license to practice dentistry, dental hygiene, dental therapy or expanded function dental assistance, in this State, another state or territory of the United States, or the District of Columbia.

4. The Board shall examine each applicant in writing on the contents and interpretation of this chapter and the regulations of the Board.

5. A person to whom a restricted geographical license is issued pursuant to this section:

(a) May practice dentistry, dental hygiene, dental therapy or expanded function dental assistance only in the county or counties which requested the restricted geographical licensure pursuant to paragraph (a) or (b) of subsection 1.

(b) Shall not, for the duration of the restricted geographical license, engage in the private practice of dentistry, dental hygiene, dental therapy or expanded function dental assistance in this State or accept compensation for the practice of dentistry, dental hygiene, dental therapy or expanded function dental assistance except such compensation as may be paid to the person by a federally qualified health center or nonprofit clinic pursuant to paragraph (c) of subsection 1.

6. Within 7 days after the termination of a contract pursuant to paragraph (c) of subsection 1, the holder of a restricted geographical license shall notify the Board of the termination, in writing, and surrender the restricted geographical license.

7. A person to whom a restricted geographical license was issued pursuant to this section may petition the Board for an unrestricted license without a clinical examination required by NRS 631.240, 631.300, 631.3121 or 631.31286 if the person:

(a) Has not had a license to practice dentistry, dental hygiene, dental therapy or expanded function dental assistance revoked or suspended in this State, another state or territory of the United States, or the District of Columbia;

(b) Has not been refused a license to practice dentistry, dental hygiene, dental therapy or expanded function dental assistance in this State, another state or territory of the United States, or the District of Columbia;

(c) Is not involved in or does not have pending a disciplinary action concerning a license to practice dentistry, dental hygiene, dental therapy or expanded function dental assistance in this State, another state or territory of the United States, or the District of Columbia; and

(d) Has:

(1) Actively practiced dentistry, dental hygiene, dental therapy or expanded function dental assistance for 3 years at a minimum of 30 hours per week in the county or counties which requested the restricted geographical licensure pursuant to paragraph (a) or (b) of subsection 1; or

(2) Been under contract with a federally qualified health center or nonprofit clinic for a minimum of 3 years.

8. The Board may revoke a restricted geographical license at any time if the Board finds, by a preponderance of the evidence, that the holder of the license violated any provision of this chapter or the regulations of the Board.

NRS 631.275 Restricted license to practice dentistry at facility that provides dental services to persons of low income.

1. Except as otherwise provided in subsection 2, the Board shall, without examination, issue a restricted license to practice dentistry to a person who:

(a) Has a valid license to practice dentistry issued pursuant to the laws of another state or the District of Columbia;

(b) Has received a degree from a dental school or college accredited by the Commission on Dental Accreditation of the American Dental Association or its successor organization;

(c) Has entered into a contract with a facility approved by the Division of Public and Behavioral Health of the Department of Health and Human Services to provide publicly funded dental services exclusively to persons of low income for the duration of the restricted license; and

(d) Satisfies the requirements of NRS 631.230.

2. The Board shall not issue a restricted license to a person:

~~(a) Who has failed to pass the examination of the Board;~~

(a) Who has been refused a license in this State, another state or territory of the United States, or the District of Columbia; or

(b) Whose license to practice dentistry has been revoked in this State, another state or territory of the United States, or the District of Columbia.

3. A person to whom a restricted license is issued pursuant to subsection 1:

(a) May perform dental services only:

(1) Under the supervision of a dentist who is licensed to practice dentistry in this State and appointed by the Division of Public and Behavioral Health of the Department of Health and Human Services to supervise dental care that is provided in a facility which has entered into a contract with the person to whom a restricted license is issued and which is approved by the Division; and

(2) In accordance with the contract required pursuant to paragraph (c) of that subsection.

(b) Shall not, for the duration of the restricted license, engage in the private practice of dentistry, which includes, without limitation, providing dental services to a person who pays for the services.

4. A restricted license expires 1 year after its date of issuance and may be renewed on or before the date of its expiration, unless the holder no longer satisfies the requirements for the restricted license. The holder of a restricted license may, upon compliance with the applicable requirements set forth in NRS 631.330 and the completion of a review conducted at the discretion of the Board, be granted a renewal certificate that authorizes the continuation of practice pursuant to the restricted license for 1 year.

5. A person who receives a restricted license must pass the examination ~~of the Board~~ given by the American Board of Dental Examiners within 3 years after receiving the

restricted license. If the person fails to pass that examination, the Board shall revoke the restricted license.

6. The Board may revoke a restricted license at any time if the Board finds, by a preponderance of the evidence, that the holder of the license violated any provision of this chapter or the regulations of the Board.

~~**NRS 631.280—Limitation on reexamination of applicant for license to practice dentistry who fails examination twice.**—Any applicant for a license to practice dentistry in this State who twice fails to pass the examination of the Board is not eligible for reexamination within 12 months after the second examination was taken.~~

NRS 631.3485 Violation of chapter or regulations; failure to pay fee for license; failure to make health care records available for inspection and copying.

1. The following acts, among others, constitute unprofessional conduct:

(a) Willful or repeated violations of the provisions of this chapter;

(b) Willful or repeated violations of the regulations of the State Board of Health, the State Board of Pharmacy or the ~~Board of Dental Examiners of Nevada~~ Nevada State Board of Dental Medicine;

(c) Failure to pay the fees for a license; or

(d) Failure to make the health care records of a patient available for inspection and copying as provided in NRS 629.061, if the dentist, dental hygienist, dental therapist or expanded function dental assistant is the custodian of health care records with respect to those records.

2. As used in this section, “custodian of health care records” has the meaning ascribed to it in NRS 629.016.

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

Abdalmohsin Alhashim, DDS

APPLICANT NAME



NEVADA LICENSE (licensed 05/11/2022)

Yes No

COMPLETED APPLICATION

Yes No

PAYMENT RECEIVED (CC 12/12/2025 / \$ 750.00)

SEE ATTACHED

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

Program: Idaho State University affiliated with DOCS Education

SEE ATTACHED

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

Location: Salt Lake City, Utah

Yes No

Specialty:

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

Yes No

ACLS CERTIFICATION IN COMPLIANCE WITH AMERICAN
HEART ASSOCIATION STANDARDS
ACLS VALID DATES: **11/19/2025 – 11/2027**

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

REVIEW CONTINUED – APPLICANT: Abdulmohsin Alhashim, DDS

Review by Chair of Anesthesia Committee:

RECOMMEND APPROVAL: YES X NO

IF NO, Reasons/Concerns: _____

Josh Branco DMD
Josh Branco DMD (Dec 16, 2015 20:45:25 PST)
Joshua Branco, DMD
Anesthesia Chair

12/16/2025
Date

Review by Secretary-Treasurer:

APPLICATION APPROVED: YES NO

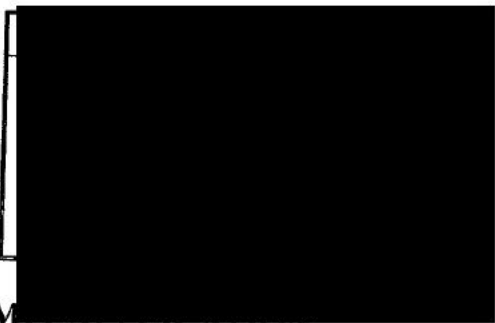
IF REJECTED, Reasons/Concerns: _____

Dan Streifel
Daniel Streifel, DDS
Secretary-Treasurer

1-8-26
Date



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



MODERATE ANESTHESIA ADMINISTRATIVE PERMIT APPLICATION
 (administration of Moderate Sedation to patients 13 years of age or older)

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

A. CONTACT INFORMATION

First Name: <i>Abdulmohsin</i>	Middle Name:	Last Name: <i>Alhashim</i>	
-----------------------------------	--------------	-------------------------------	--

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

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



B. EDUCATION INFORMATION

1. Highest Degree Earned:	<input type="checkbox"/> Certificate <input type="checkbox"/> Bachelors <input type="checkbox"/> Doctoral (DDS)	<input type="checkbox"/> Associates <input checked="" type="checkbox"/> Masters <input type="checkbox"/> Doctoral (DMD)
2. Educational Institution Name: <i>Rutgers University</i>		
3. Institution City: <i>Newark</i>	Institution State: <i>NJ</i>	Did you Graduate? <input checked="" type="radio"/> Yes <input type="radio"/> No
4. *If Yes, Graduation Date: <i>3/10/2010</i>	**If No, Expected Graduation Date:	
5. Did you attend a Postdoctoral program in a specialty or advanced education in dentistry?	<input checked="" type="radio"/> Yes* <input type="radio"/> No	



DEC 12 2025
 NSBDE c 1 | 4

***Specialty Education**

7. Educational Program Name:			DOCS Education - Idaho State University		
9. Institution City:	Institution State:	Did you Graduate?			
Salt Lake City	Utah	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
10. *If Yes, Graduation Date:	Did you receive Specialty Certificate/Diploma?		Certificate/Diploma: _____		
11/22/2025	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

C. APPLICANT ATTESTATIONS

1. By selecting this box, I attest that I have received and attached said certification to this application proving I have completed no less than sixty (60) hours of course study as subject to the approval of the Board, 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	<input checked="" type="checkbox"/>
2. By selecting this box, I hereby attest that I have attached a valid copy of Advanced 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	<input checked="" type="checkbox"/>

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

Received
DEC 12 2025
NSBDE

E. FEES

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

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

OPTIONAL REQUEST FEES

<input type="checkbox"/> Duplicate Anesthesia Permit	\$25.00	Quantity: _____
<input type="checkbox"/> Duplicate DH Local Anesthesia/N20 Permit	\$25.00	Quantity: _____
<input type="checkbox"/> Name Change	\$25.00	

I hereby submit my 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.

Furthermore, I 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

Licensee Signature:



Date:

12/9/25

Received
DEC 12 2025
NSBDE

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)
GENERAL ANESTHESIA PERMIT APPLICATION
QUALIFICATIONS OF APPLICANTS

APPLICANT NAME: **Juan F. Gonzalez, DMD**

NEVADA LICENSE: [REDACTED]

COMPLETED APPLICATION: **Yes**

PAYMENT RECEIVED: **Yes (CC \$750.00- 04/13/2026)**

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) **U.S. Army Medical Center and Maxillofacial Surgery
Residency
Completion date – 06/12/1998**

ACLS CERTIFICATION **04/01/2025 – 04/2027**

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

REVIEW CONTINUED – APPLICANT: Juan F. Gonzalez, DMD

Review by Chair of Anesthesia Committee:

RECOMMEND APPROVAL: YES NO

IF NO, Reasons/Concerns: _____

Josh Branco DMD

Josh Branco DMD (Apr 13, 2026 15:41:33 PDT)

Joshua Branco, DMD
Anesthesia Chair

04/13/2026

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

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: _____

Payment Amount: _____

Staff Initials: _____

GENERAL ANESTHESIA ADMININSTRATIVE PERMIT APPLICATION

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

A. CONTACT INFORMATION

First Name: <i>Juan</i>	Middle Name: <i>Fernando</i>	Last Name: <i>Gonzalez</i>	
----------------------------	---------------------------------	-------------------------------	--

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

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

B. EDUCATION INFORMATION

1. Highest Degree Earned:	<input type="checkbox"/> Certificate	<input type="checkbox"/> Associates
	<input type="checkbox"/> Bachelors	<input type="checkbox"/> Masters
	<input type="checkbox"/> Doctoral (DDS)	<input checked="" type="checkbox"/> Doctoral (DMD)
2. Educational Institution Name: <i>University of Puerto Rico School of Dental Medicine</i>		
3. Institution City: <i>SAN JUAN, Puerto Rico</i>	Institution State:	Did you Graduate? <input checked="" type="radio"/> Yes <input type="radio"/> No
4. *If Yes, Graduation Date: <i>06/12/98</i>	**If No, Expected Graduation Date:	
5. Did you attend a Postdoctoral program in a specialty or advanced education in dentistry?	<input checked="" type="radio"/> Yes* <input type="radio"/> No	

***Specialty Education**

7. Educational Program Name:
U.S Army Medical Center Oral and Maxillofacial Surgery

9. Institution City: Brooke Army Medical Center Institution State: TX Did you Graduate? Yes No

10. *If Yes, Graduation Date: 06/30/06 Did you receive Specialty Certificate/Diploma? Yes No

Certificate/Diploma: Oral and Maxillofacial Surgery Residency

C. ANESTHESIA RELATED EDUCATION

All permit holders MUST show the completion of a Board approved program, 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

Have you completed one (1) year advanced training in Anesthesiology? Yes* No

**If yes, provide the name of the facility and when the training occurred:*

Facility Name	Start Date	End Date

Have you 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

**If yes, provide the name of the facility and when the training occurred:*

Facility Name	Start Date	End Date

Have you completed a graduate program in Oral and Maxillofacial Surgery approved by the Commission of Accreditation of the American Dental Association? Yes* No

**If yes, provide the name of the facility and when the training occurred:*

Facility Name	Start Date	End Date
Brooke Army Medical Center	08/01/94	06/12/98

By selecting this box, I hereby attest that I have attached a valid copy of Advanced Cardiac Life Support or a course providing similar instruction that is approved by the Board with this application

CONTINUE TO PAGE 3 AND SIGN AND ATTEST TO THE APPLICATION TO COMPLETE APPLICATION. APPLICATIONS THAT ARE NOT SIGNED ARE NOT COMPLETE AND WILL NEED TO BE RESUBMITTED.

D. FEES

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

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

OPTIONAL REQUEST FEES

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

<input type="checkbox"/> Duplicate DH Local Anesthesia/N20 Permit	\$25.00	Quantity: _____
---	---------	-----------------

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

By signing below, I hereby request 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(es) provided in this application. 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, 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 revocation of a permit which may have been obtained through this application. It is understood and agreed that the title of all certificates shall remain in the Nevada State Board of Dental Examiners and shall be surrendered by order of said Board.

Licensee Signature:



Date:

03/24/26

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)
PEDIATRIC MODERATE SEDATION ADMINISTERING PERMIT APPLICATION
QUALIFICATIONS OF APPLICANTS

John C. Dryden, DMD

APPLICANT NAME



NEVADA LICENSE (licensed 02/21/2025)

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
(EQUIVALENT TO 60 HOURS/25 CASES)

Specialty: Temple University Hospital – Pediatric Dentistry
Residency Program

Completion date: 06/2010

Location: 2301 E. Allegheny Ave Suite 201 Philadelphia, PA 19134

Yes No

PALS CERTIFICATION IN COMPLIANCE WITH AMERICAN
HEART ASSOCIATION STANDARDS

PALS VALID DATES:

02/19/2026 – 02/29/2028

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: John C. Dryden, DMD

Review by Chair of Anesthesia Committee:

RECOMMEND APPROVAL: YES NO

IF REJECTED, Reasons/Concerns: _____

Josh Branco DMD
Josh Branco DMD (Apr 22, 2026 17:43:23 PDT)
Joshua M Branco, DMD
Chair of Anesthesia Committee

04/22/2026
Date

Review by Secretary- Treasurer:

APPLICATION APPROVED: YES NO

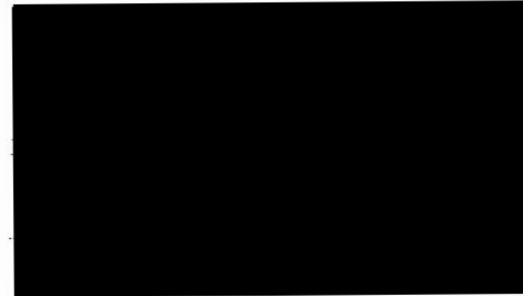
IF REJECTED, Reasons/Concerns: _____

Daniel Streifel, DDS
Secretary-Treasurer

Date



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



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

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

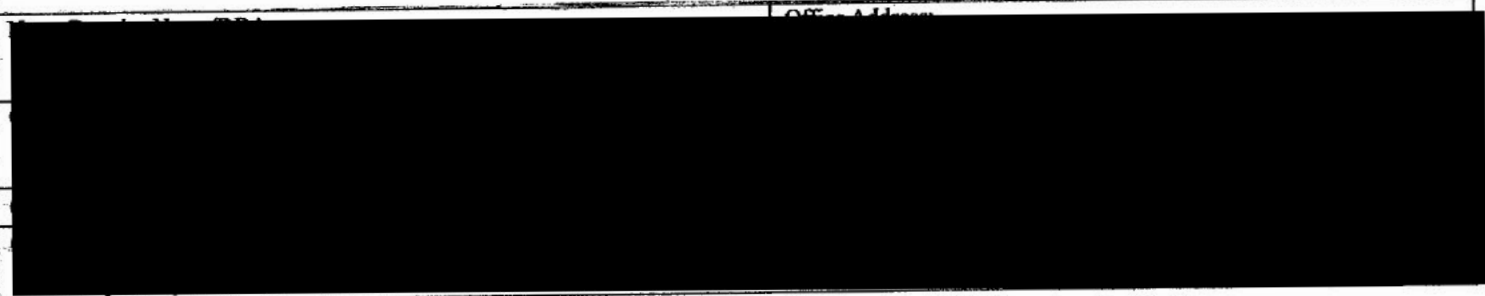
A. CONTACT INFORMATION

First Name: <i>John</i>	Middle Name: <i>Christian</i>	Last Name: <i>Dryden</i>
-------------------------	-------------------------------	--------------------------



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

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



B. EDUCATION INFORMATION

1. Highest Degree Earned:	<input type="checkbox"/> Certificate <input type="checkbox"/> Bachelors <input type="checkbox"/> Doctoral (DDS)	<input type="checkbox"/> Associates <input type="checkbox"/> Masters <input checked="" type="checkbox"/> Doctoral (DMD)
2. Educational Institution Name: <i>Oregon Health & Science University</i>		
3. Institution City: <i>Portland</i>	Institution State: <i>Oregon</i>	Did you Graduate? <input checked="" type="radio"/> Yes <input type="radio"/> No
4. *If Yes, Graduation Date: <i>6/2001</i>	**If No, Expected Graduation Date:	
5. Did you attend a Postdoctoral program in a specialty or advanced education in dentistry?	<input checked="" type="radio"/> Yes* <input type="radio"/> No	

*Specialty Education		
7. Educational Program Name: <i>Temple University</i>		
9. Institution City: <i>Philadelphia</i>	Institution State: <i>PA</i>	Did you Graduate? <input checked="" type="radio"/> Yes <input type="radio"/> No
10. *If Yes, Graduation Date: <i>6/2010</i>	Did you receive Specialty Certificate/Diploma? <input checked="" type="radio"/> Yes <input type="radio"/> No	
Certificate/Diploma: <i>Pediatric Dentistry</i>		

C. APPLICANT ATTESTATIONS	
1. By selecting this box, I attest that I have received and attached certification to this application proving I have completed no less than sixty (60) hours of course study of a specialty program accredited by the Commission of Dental Accreditation of the American Dental Association which includes education and training in the administration of moderate sedation to pediatric patients that is equivalent to the education as required per NRS 631 of not less than sixty (60) hours and I have submitted proof of the successful administration as the operator of moderate sedation to no less than twenty-five (25) pediatric patients. <i>(See email from Colleen Montgomery)</i>	<input checked="" type="checkbox"/>
2. By selecting this box, I hereby attest that I have attached to this application a copy of valid certification in Pediatric Advance Life Support by the American Heart Association or the completion of a course approved by the Board that provides instruction on medical emergencies and airway management.	<input checked="" type="checkbox"/>

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

E. FEES

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

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

OPTIONAL REQUEST FEES

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

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

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

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

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

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

Licensee Signature:

Date:



2-24-26

Nevada State Board of Dental Examiners

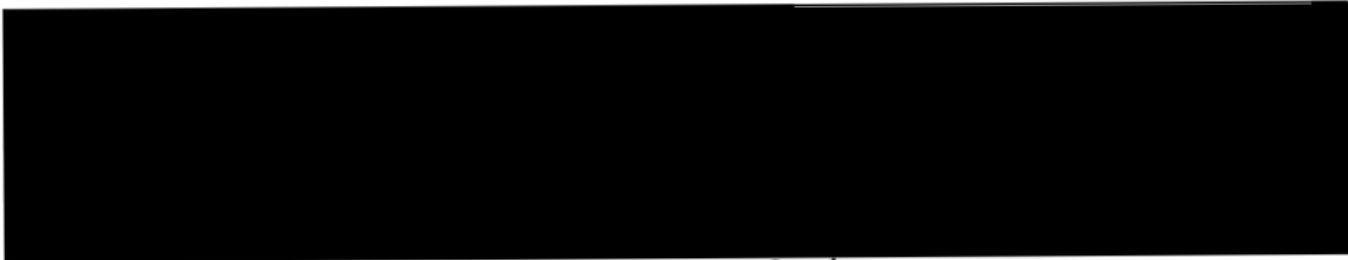


6010 S. Rainbow Blvd., Bldg. A, Ste.1 • Las Vegas, NV 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

VOLUNTARY SURRENDER OF LICENSE

I, Kris A. Peters, hereby surrender my Dental / Dental Hygiene (circle one)
Print name
License number [REDACTED] on the 24th day of March, 2026.

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



Kris Peters
Licensee Signature

3/24/26
Date of Signature (must correspond with notary date)

State of NV
County of Clark

The statements on this document are subscribed and sworn before me this 24 day of March, 2026.

Brent Cowin
Notary Public
09/25/2027
My Commission Expires

