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STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL EXAMINERS,

Case No. 74127-02758

Complainant,

vs.

UN CHONG TAM, DDS,

Respondent.

CORRECTIVE ACTION
NON-DISCIPLINARY
STIPULATION AGREEMENT

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IT IS HEREBY STIPULATED AND AGREED by and between UN CHONG TAM, DDS (“Respondent” or “Dr. Tam”), by and through his attorney, ANTHONY D. LAURIA, ESQ. of the law firm LAURIA TAKUNAGA GAGES & LINN, LLP, and the NEVADA STATE BOARD OF DENTAL EXAMINERS (the “Board”), by and through DONNA HELLWINKEL, DDS, Disciplinary Screening Officer (“DSO”), and the Board’s legal counsel, JOHN A. HUNT, ESQ., of the law firm MORRIS, POLICH & PURDY, LLP as follows via this *Corrective Action Non Disciplinary Stipulation Agreement* (“Stipulation Agreement” or “Stipulation”):

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PATIENT, JAY SCHMITT

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1. Via a *Notice of Complaint & Request for Records* dated March 14, 2014, the Board notified Respondent of a verified complaint received from Jay Schmitt. On April 16, 2014, the Board received from Respondent’s attorney Respondent’s written response (w/attachments) dated April 14, 2014, to Mr. Schmitt’s verified complaint, a copy of which was provided to Mr. Schmidt on May 19, 2014. On June 27, 2014, the Board

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Respondent’s attorney’s initials

1 received dental records from Dr. John Aramini regarding Mr. Schmitt, a copy of
2 which was provided to Mr. Schmitt and Respondent on the same day.

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4 PATIENT, ANDREW SPEAR

- 5 2. Via a *Notice of Complaint & Request for Records* dated May 20, 2014, the Board notified
6 Respondent of a verified complaint received from Andrew Spear. On June 3, 2014,
7 the Board notified Respondent's attorney that his request for extension to respond to
8 the verified complaint was granted to and including June 20, 2014. On June 30, 2014,
9 the Board received from Respondent's attorney Respondent's written response
10 (w/attachments) dated June 26, 2014, to Mr. Spear's verified complaint, a copy of
11 which was provided to Mr. Spear on July 15, 2014.

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13 PATIENT, DENISE MOSCHETTI


- 14 3. Via a *Notice of Complaint & Request for Records* dated September 9, 2014, the Board
15 notified Respondent of a verified complaint received from Denise Moschetti. On
16 October 19, 2014, the Board received from Respondent's attorney Respondent's
17 written response (w/attachments) dated October 15, 2014, to Ms. Moschetti's verified
18 complaint, a copy of which was provided to Ms. Moschetti on October 23, 2014.

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20 PATIENT, JULIE MOSS

- 21 4. Via a *Notice of Complaint & Request for Records* dated October 10, 2014, the Board
22 notified Respondent of a verified complaint received from Julie Moss. On November 24, 2014,
23 the Board received from Respondent's attorney Respondent's written response (w/attachments)
24 dated November 24, 2014, to Ms. Moss' verified complaint, a copy of which was provided to
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Respondent's initials



Respondent's attorney's initials

1 Ms. Moss on December 2, 2014.


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3 PATIENT, HELEN YARDLEY WING

4 5. Via a *Notice of Complaint & Request for Records* dated August 14, 2013, the Board
5 notified Respondent of a verified complaint received from Helen Yardley Wing. On September
6 23, 2013, the Board received from Respondent's attorney Respondent's written response
7 (w/attachments) dated September 20, 2013, to Ms. Wing's verified complaint, a copy of which
8 was provided to Ms. Wing on October 24, 2013.

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10 6. Based upon the limited investigation conducted to date, DSO, Donna Hellwinkel, DDS,
11 believes for this matter and not for any other purpose, including any subsequent civil action,
12 Respondent was in violation of NAC 631.230(1)(c) pursuant to the following with regards to
13 patients; Jay Schmitt; Andrew Spear; Denise Moschetti; Julie Moss and Helen Yardley Wing:

- 14
15 A. Respondent's records were on more than one occasion unacceptable. Including but
16 not limited periodontal charting, recordation of pocket depths and recordation of the
17 patient's current medical history.
- 18 B. Respondent on more than one occasion failed to properly diagnose the patient's
19 dental needs by recommending unnecessary treatment plan of pulp caps, core build-
20 ups and gingivectomy fees.
- 21 C. Respondent on more than one occasion billed the patient for a surgical exaction which
22 in fact were only simple extractions.
- 23 D. Respondent on more than one occasion billed for an alveoloplasty in conjunction with
24 extractions which were not performed as defined by the American Dental Association
25 which states an alveoloplasty requires surgical preparation of the ridge. Respondent's
26 records for the patients are void of any entries that Respondent prepared the ridge of
27 the socket.

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Respondent's attorney's initials

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7. Respondent, without admitting to the opinions of the DSO, Donna Hellwinkel, DDS, contained in **Paragraph 6**, for settlement purposes only, and not for any other purpose (including any subsequent civil action), acknowledges if this matter were to proceed to a full board hearing, a sufficient quantity and/or quality of evidence could be proffered sufficient to meet a preponderance of the evidence standard of proof demonstrating Respondent violated NAC 631.230(1)(c), as more fully addressed above.

8. Based upon the limited investigation conducted to date, the opinions of the Disciplinary Screening Officer, and the acknowledgements by Respondent contained in **Paragraph 6** above-referenced matters pursuant to the following corrective terms and conditions:

A. Respondent's dental practice shall be monitored for a period of twenty-four (24) months from the adoption of this Stipulation Agreement by the Board (sometimes referred to as the "monitoring period"). During the twenty-four (24) months monitoring period, Respondent shall allow either the Executive Director of the Board and/or an agent appointed by the Executive Director of the Board to inspect Respondent's records, facility and operations during normal business hours without notice to inspect and be provided copies of the billing and patient records for patients requested by an agent(s) assigned by the Executive Director. Respondent shall provide copies of requested patient records, including but not limited to charts, billing, treatment plans, sedation monitoring, and/or radiographs at Respondent's expense at the time of the inspection. During the above-referenced twenty-four (24) months monitoring period, the duties of the agent assigned by the Executive Director shall include, but are not limited to having unrestricted access to observe Respondent and/or his staff during normal business hours. During the monitoring period, the duties of the agent assigned by the Executive Director shall also include, but are not necessarily limited to, contacting patients treated by Respondent and/or treated at Respondent's dental practice.

B. In the event Respondent no longer practices dentistry in the State of Nevada prior to completion of the above-referenced twenty-four (24) months monitoring period, the monitoring period shall be tolled. In the event the monitoring period is tolled because Respondent does not practice in the State of Nevada and the terms and conditions of this Stipulation Agreement are not satisfied within thirty (30) months of adoption of this Stipulation Agreement by the Board, Respondent agrees her license to practice dentistry

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Respondent's attorney's initials


1 in Nevada will be deemed voluntarily surrendered with disciplinary action. Thereafter,
2 the Board's Executive Director, without any further action or hearing by the Board, shall
3 issue an Order of Voluntary Surrender with disciplinary action and report same to the
National Practitioners Data Bank.

4 C. During the above-referenced twenty-four (24) months monitoring period wherein
5 Respondent is practicing dentistry in the State of Nevada, Respondent shall maintain a
6 daily log containing following information:

- 7 1. Name of patient and date of treatment for any patient receiving periodontal
8 treatment, consisting of scaling and root planning and gingivectomies.
- 9 2. Name of patient and date of treatment for any surgical extractions and/or
10 avulsion, including pre-op x-rays, diagnosis, and description and
11 explanation of procedure.
- 12 3. Name of patient and date of treatment for any patient receiving crown and/or
13 bridge treatment, requiring core build-ups and pulp caps, and including pre
14 and post op x-rays, diagnosis, and description of procedure.

15 The log shall be made available during normal business hours without notice. In addition,
16 during the above-referenced twenty-four (24) months monitoring period, Respondent
17 shall mail to the Board no later than the fifth (5th) day of the month a copy of the daily
18 log(s) for the preceding calendar month (for example: by May 5, Respondent shall mail
19 to the Board a copy of daily log(s) for the month of April) (hereinafter "monthly log
20 mailing requirement"). Respondent acknowledges failure to comply with the monthly log
21 mailing requirement shall be an admission of unprofessional conduct. In addition, failure
22 to maintain and/or provide the daily log(s) upon request by an agent of the Board shall be
23 an admission of unprofessional conduct. Upon receipt of substantial evidence that
24 Respondent has either failed to comply with the monthly log mailing requirement, failed
25 to maintain or has refused to provide the daily log(s) upon request by an agent assigned
26 by the Executive Director, or Respondent has refused to provide copies of patient records
27 requested by the agent assigned by the Executive Director, Respondent agrees her license
28 to practice dentistry in the State of Nevada shall be automatically suspended without any
further action of the Board other than the issuance of an Order of Suspension by the
Executive Director. Thereafter, Respondent may request, in writing, a hearing before the
Board to reinstate Respondent's license. However, prior to a full Board hearing,
Respondent waives any right to seek judicial review, including injunctive relief from any
court of competent jurisdiction, including a Nevada Federal District Court or Nevada
State District Court to reinstate her privilege to practice dentistry in the State of Nevada

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Respondent's attorney's initials

1 pending a final Board hearing. Respondent shall also be responsible for any costs or
2 attorney's fees incurred in the event the Board has to seek injunctive relief to prevent
3 Respondent from practicing dentistry during the period Respondent's license is
4 automatically suspended.

5 D. Respondent agrees to retake the jurisprudence test as required by NRS 631.240(2)
6 on the contents and interpretation of NRS 631 and the regulations of the Board.
7 Respondent shall have ninety (90) days, commencing upon the date of adoption of this
8 Stipulation by the Board, to complete the jurisprudence test. Respondent, upon adoption
9 of this Stipulation by the Board, shall receive a user/name and password to enable
10 Respondent to access the online Jurisprudence Examination. In the event Respondent
11 fails to successfully complete the jurisprudence test within ninety (90) days of the date of
12 adoption of this Stipulation by the Board, Respondent agrees her license to practice
13 dentistry in the State of Nevada shall be automatically suspended without any further
14 action of the Board other than issuance of an Order by the Executive Director. Upon
15 successful completion of the jurisprudence test, Respondent's license to practice dentistry
16 in the State of Nevada will be automatically reinstated, assuming all other provisions of
17 this Stipulation are in compliance. Respondent agrees to waive any right to seek
18 injunctive relief from any Federal or State of Nevada District Court to prevent the
19 automatic suspension of Respondent's license to practice dentistry in the State of Nevada
20 due to Respondent's failure to comply with Paragraph 8.D. Respondent shall also be
21 responsible for any costs or attorney's fees incurred in the event the Board seeks
22 injunctive relief to prevent Respondent from practicing dentistry during the period
23 Respondent's license is automatically suspended.

24 E. In addition to completing the required continuing education, Respondent shall
25 obtain twenty-five (25) hours of supplemental continuing education pertaining to the
26 following areas/matters:

- 27 1. Five (5) hours re: record keeping.
- 28 2. Five (5) hours re: crown and bridge therapy.
- 1 3. Five (5) hours re: periodontal diagnosis and treatment.
- 2 4. Five (5) hours re: dental terminology, definitions, and proper coding.
- 3 5. Five (5) hours re: dental ethics.

4 Information, documents, and/or description of supplemental education must be submitted
5 in writing to the Executive Director of the Board for approval prior to attendance. Upon
6 the receipt of the written request to attend the supplemental education, the Executive
7 Director of the Board shall notify Respondent in writing whether the requested
8 supplemental education is approved for attendance. Respondent agrees fifty percent
9 (50%) of the supplemental education in each category shall be completed through

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Respondent's initials



Respondent's attorney's initials

1 attendance at live lecture and/or hands on clinical demonstration and the remaining fifty
2 percent (50%) of the supplemental education in each category may be completed through
3 online/home study courses. The cost associated with this supplemental education shall be
4 paid by Respondent. All of the supplemental education must be completed within twelve
5 (12) months of the adoption of this Stipulation Agreement by the Board. In the event
6 Respondent fails to complete the supplemental education set forth in **Paragraph 8.E.**,
7 within twelve (12) months of adoption of this Stipulation Agreement by the Board,
8 Respondent agrees her license to practice dentistry in the State of Nevada may be
9 automatically suspended without any further action of the Board other than the issuance
10 of an Order of Suspension by the Board's Executive Director. Upon Respondent
11 submitting written proof of the completion of the supplemental education and paying the
12 reinstatement fee, Respondent's license to practice dentistry in the State of Nevada will
13 automatically be reinstated by the Board's Executor Director, assuming Respondent is in
14 compliance will all other provisions of this Stipulation Agreement. Respondent agrees to
15 waive any right to seek injunctive relief from any court of competent jurisdiction,
16 including a Federal or State of Nevada District Court to prevent the automatic suspension
17 of Respondent's license to practice dentistry in the State of Nevada due to Respondent's
18 failure to comply with **Paragraph 8.E.** Respondent shall also be responsible for any
19 costs or attorney's fees incurred in the event the Board has to seek injunctive relief to
20 prevent Respondent from practicing dentistry during the period Respondent's license is
21 automatically suspended.

14 F. Respondent agrees to reimburse the Board for the cost of the investigation related
15 to this Stipulation Agreement in the amount of Twelve Thousand Four Hundred
16 (\$12,400.00) Dollars. The initial payment in the amount of Two Thousand Four Hundred
17 (\$2,400.00) Dollars shall be due within thirty (30) days of the Board adopting this
18 Stipulation. Payment shall be made payable to the Nevada State Board of Dental
19 Examiners and mailed directly to 6010 S. Rainbow Blvd., Suite A1, Las Vegas, Nevada
20 89118. Respondent shall ^{check} submit on the first (1st) day of each month thereafter payment
21 in the amount of One Thousand (\$1,000.00) Dollars to the Board. Payment shall be made
22 payable to the Nevada State Board of Dental Examiners and mailed directly to 6010 S.
23 Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118.

21 G. Respondent agrees to reimburse Jay Schmitt in the amount of Thirty-Five and
22 xx/100 Dollars (\$35.00) relative to matters addressed above regarding Mr. Schmitt.
23 Respondent shall also waive any balance, if any, and withdraw any and all collection
24 efforts, if any such efforts have been initiated regarding Mr. Schmitt. Payment of the
25 \$35.00 shall be made within thirty (30) days of the Board adopting this Stipulation.
26 Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las
27 Vegas, Nevada 89118) a check made payable to Jay Schmitt.

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Respondent's initials

Respondent's attorney's initials

1 H. Respondent agrees to reimburse Andrew Spear in the amount of Eight Hundred
2 Ninety Nine and xx/100 Dollars (\$899.00) relative to matters addressed above regarding
3 Mr. Spear. Respondent shall also waive any balance, if any, and withdraw any and all
4 collection efforts, if any such efforts have been initiated regarding Mr. Spear. Payment of
5 the \$899.00 shall be made within thirty (30) days of the Board adopting this Stipulation.
6 Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las
7 Vegas, Nevada 89118) a check made payable to Andrew Spear.

8 I. Respondent agrees to reimburse Denise Moschetti in the amount of Five Hundred
9 Fifty and xx/100 Dollars (\$550.00) relative to matters addressed above regarding Ms.
10 Moschetti. Respondent shall also waive any balance, if any, and withdraw any and all
11 collection efforts, if any such efforts have been initiated regarding Ms. Moschetti.
12 Payment of the \$550.00 shall be made within thirty (30) days of the Board adopting this
13 Stipulation. Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite
14 A1, Las Vegas, Nevada 89118) a check made payable to Denise Moschetti.

15 J. Respondent agrees to reimburse Julie Moss in the amount of Nine Hundred Forty
16 Four and xx/100 Dollars (\$944.00) relative to matters addressed above regarding Ms.
17 Moss. Respondent shall also waive any balance, if any, and withdraw any and all
18 collection efforts, if any such efforts have been initiated regarding Ms. Moss. Payment of
19 the \$944.00 shall be made within thirty (30) days of the Board adopting this Stipulation.
20 Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las
21 Vegas, Nevada 89118) a check made payable to Julie Moss.

22 K. Respondent agrees to reimburse Helen Yardley Wing in the amount of Thirty-
23 Five and xx/100 Dollars (\$35.00) relative to matters addressed above regarding Ms.
24 Wing. Respondent shall also waive any balance, if any, and withdraw any and all
25 collection efforts, if any such efforts have been initiated regarding Ms. Wing. Payment of
26 the \$35.00 shall be made within thirty (30) days of the Board adopting this Stipulation.
27 Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1, Las
28 Vegas, Nevada 89118) a check made payable to Helen Yardley Wing.

L. In the event Respondent defaults on any of the payments set forth in **Paragraphs**
8.F., 8.G., 8.H., 8.I., 8.J. and/or 8.K. Respondent agrees her license to practice dentistry
in the State of Nevada may be automatically be suspended without any further action of
the Board other than issuance of an Order of Suspension by the Board's Executive
Director. Subsequent to the issuance of the Order of Suspension, Respondent agrees to
pay a liquidated damage amount of Twenty Five and xx/100 Dollars (\$25.00) for each
day Respondent is in default on the payment(s) of any of the amounts set forth in
Paragraphs 8.F., 8.G., 8.H., 8.I., 8.J. and/or 8.K.. Upon curing the default of the
applicable defaulted in **Paragraphs 8.F., 8.G., 8.H., 8.I., 8.J. and/or 8.K.** and paying the

1 reinstatement fee, Respondent's license to practice dentistry in the State of Nevada will
2 automatically be reinstated by the Board's Executor Director, assuming there are no other
3 violations by Respondent of any of the provisions contained in this Stipulation
4 Agreement. Respondent shall also be responsible for any costs or attorney's fees
5 incurred in the event the Board has to seek injunctive relief to prevent Respondent from
6 practicing dentistry during the period in which her license is suspended. Respondent
7 agrees to waive any right to seek injunctive relief from any court of competent
8 jurisdiction, including a Nevada Federal District Court or a Nevada State District Court to
9 reinstate her license prior to curing any default on the amounts due and owing as
10 addressed above.

11 M. In the event Respondent fails to cure any defaults in payment within forty-five
12 (45) days of the default, Respondent agrees the amount may be reduced to judgment.

13 N. Respondent waives any right to have any of the amount(s) owed pursuant to
14 pursuant to this Stipulation discharged in bankruptcy.

15 **CONSENT**


16 9. Respondent has read all of the provisions contained in this Stipulation Agreement and
17 agrees with them in their entirety.

18 10. Respondent is aware by entering into this Stipulation Agreement she is waiving certain
19 valuable due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and
20 NAC 233B.

21 11. Respondent expressly waives any right to challenge the Board for bias in deciding
22 whether or not to adopt this Stipulation Agreement in the event this matter was to proceed to a
23 full Board hearing.

24 12. Respondent and the Board agree any statements and/or documentation made or
25 considered by the Board during any properly noticed open meeting to determine whether to
26 adopt or reject this Stipulation Agreement are privileged settlement negotiations and therefore
27 such statements or documentation may not be used in any subsequent Board hearing or judicial

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Respondent's initials


Respondent's attorney's initials

1 review, whether or not judicial review is sought in either the State or Federal District Court.

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3 13. Respondent acknowledges she has read this Stipulation Agreement. Respondent
4 acknowledges she has been advised she has the right to have this matter reviewed by
5 independent counsel and she has had ample opportunity to seek independent counsel.
6 Respondent has been specifically informed she should seek independent counsel and advice of
7 independent counsel would be in Respondent's best interest. Having been advised of his right to
8 independent counsel, as well as had the opportunity to seek independent counsel, Respondent
9 hereby acknowledges she has reviewed this Stipulation Agreement with her attorney,
10 ANTHONY D. LAURIA, ESQ. of the law firm LAURIA TAKUNAGA GAGES & LINN, LLP,
11 who has explained each and every provision contained in this Stipulation Agreement to
12 Respondent.

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14 14. Respondent acknowledges she is consenting to this Stipulation Agreement voluntarily,
15 without coercion or duress, and in the exercise of her own free will.

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17 15. Respondent acknowledges no other promises in reference to the provisions contained in
18 this Stipulation Agreement have been made by any agent, employee, counsel or any person
19 affiliated with the Nevada State Board of Dental Examiners.

20 16. Respondent acknowledges the provisions in this Stipulation Agreement contain the entire
21 agreement between Respondent and the Board and the provisions of this Stipulation Agreement
22 can only be modified, in writing, with Board approval.

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24 17. Respondent agrees in the event the Board adopts this Stipulation Agreement, she hereby
25 waives any and all rights to seek judicial review or otherwise to challenge or contest the validity
26 of the provisions contained herein.

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28 18. Respondent and the Board agree none of the parties shall be deemed the drafter of this

1 Stipulation Agreement. In the event this Stipulation Agreement is construed by a court of law or
2 equity, such court shall not construe it or any provision hereof against any party as the drafter.
3 The parties hereby acknowledge all parties have contributed substantially and materially to the
4 preparation of this Stipulation Agreement.

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6 19. Respondent specifically acknowledges by her signature herein and by her initials at the
7 bottom of each page of this Stipulation Agreement, she has read and understands its terms and
8 acknowledges she has signed and initialed of her own free will and without undue influence,
9 coercion, duress, or intimidation.

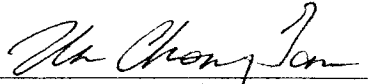
10 20. Respondent acknowledges in consideration of execution of this Stipulation Agreement,
11 Respondent hereby releases, remises, and forever discharges the State of Nevada, the Board, and
12 each of their members, agents, employees and legal counsel in their individual and representative
13 capacities, from any and all manner of actions, causes of action, suits, debts, judgments,
14 executions, claims, and demands whatsoever, known and unknown, in law or equity, that
15 Respondent ever had, now has, may have, or claim to have against any or all of the persons or
16 entities named in this section, arising out this matter, its investigation, and/or the complaint(s) of
17 the above-referenced Patient(s).

18 21. Respondent acknowledges in the event the Board adopts this Stipulation Agreement, it
19 may be considered in any future Board proceeding(s) or judicial review, whether such judicial
20 review is performed by either the State or Federal District Court(s).

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23 22. This Stipulation Agreement will be considered by the Board in an open meeting. It is
24 understood and stipulated the Board is free to accept or reject this Stipulation Agreement and if it
25 is rejected by the Board, the Board may take other and/or further action as allowed by statute,
26 regulation, and/or appropriate authority. This Stipulation Agreement will only become effective
27 when the Board has approved the same in an open meeting. Should the Board adopt this Non-
28 Disciplinary Corrective Action Stipulation Agreement, such adoption shall be considered a final

1 disposition of a contested case and will become a public record and is not reportable to the
2 National Practitioner Data Bank.

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4 DATED this 8 day of December, 2014.

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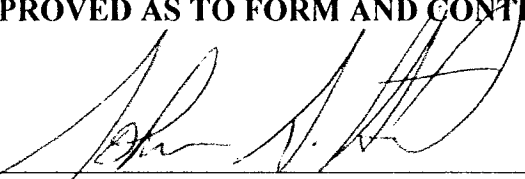
7 **UN CHONG TAM, DDS**
8 Respondent

9 **APPROVED AS TO FORM AND CONTENT**

10
11 By  this 8th day of December, 2014.

12 **Anthony D. Lauria, Esq.**
13 Lauria Tokunaga Gates & Linn, LLP
14 Respondent's Attorney

15 **APPROVED AS TO FORM AND CONTENT**

16
17 By  this 8 day of December, 2014.

18 **John A. Hunt, Esq.**
19 Morris Polich & Purdy, LLP
20 Board Counsel

21 **APPROVED AS TO FORM AND CONTENT**

22
23 By  this 8 day of December, 2014.

24 **Donna Hellwinkel, DDS**
25 Disciplinary Screening Officer

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BOARD ACTION

This *Corrective Action Non-Disciplinary Stipulation Agreement* in the matter captioned as Nevada State Board of Dental Examiners vs. Un Chong Tam, DDS, case no. 74127-02758 was (check appropriate action):

Approved Disapproved

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

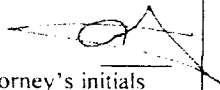
DATED this 30th day of January, 2015.



J. Gordon Kinard, DDS - President
NEVADA STATE BOARD OF DENTAL EXAMINERS

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