

# ORIGINAL

STATE OF NEVADA  
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL  
EXAMINERS,

Case No. 74127-02940

Complainant,

vs.

UN CHONG TAM, DDS,


Respondent.

**AMENDMENT**  
**TO**  
**THE CORRECTIVE ACTION NON-**  
**DISCIPLINARY STIPULATION**  
**AGREEMENT FROM CASE NO.**  
**74127-02758 WHICH WAS**  
**APPROVED BY THE BOARD ON**  
**JANUARY 30, 2015**

**IT IS HEREBY STIPULATED AND AGREED** by and between UN CHONG TAM, DDS (“Respondent” or “Dr. Tam”), by and through her 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 *Amendment to the Corrective Action Non-Disciplinary Stipulation Agreement from Case No. 74127-02758 which was approved by the Board on January 30, 2015* (“Amendment Agreement” or “Amendment”):

1. Respondent entered into *Corrective Action Non-Disciplinary Stipulation Agreement* with the Board in the matter captioned Nevada State Board of Dental Examiners v. Un Chong Tam, DDS, case no. 74127-02758 (“Stipulation Agreement” or “Agreement”) which was signed by Respondent and her attorney on December 8, 2014, and approved by the Board on January 30, 2015. See Exhibit 1, true and accurate copy of the Stipulation Agreement. It is noted that

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Respondent’s attorney’s initials 

1 Respondent is presently in compliance with all terms of the Stipulation Agreement. Further,  
2 Respondent acknowledges she shall be and is required to continue to comply with the terms and  
3 conditions of the Stipulation Agreement, in addition to any terms and conditions of this  
4 Amendment Agreement.  
5

6 PATIENT, JENNY SHAO-BOSTER

7 2. Via a *Notice of Complaint & Request for Records* dated April 1, 2015, the Board notified  
8 Respondent of a verified complaint received from Jenny Shao-Boster. On May 19, 2015, the  
9 Board received Respondent's attorney's written response (w/enclosures) dated May 15, 2015, in  
10 response to Ms. Shao-Boster's verified complaint, a copy of which was provided to Ms. Shao-  
11 Boster on June 2, 2015. The Board received dental records from Dr. M. Wayne Martin regarding  
12 Ms. Shao-Boster, copies of which were provided to Ms. Shao-Boster, Dr. Tam, and Dr. Tam's  
13 attorney on July 16, 2015. The Board received certain x-rays from Dr. Tam regarding Ms. Shao-  
14 Boster, copies of which were provided to Ms. Shao-Boster on August 26, 2015.  
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16  
17 3. Based upon the limited investigation conducted to date, DSO, Donna Hellwinkel, DDS,  
18 believes for this matter and not for any other purpose, including any subsequent civil action,  
19 there is a sufficient quantity and/or quality of evidence sufficient to meet a preponderance of the  
20 evidence standard of proof demonstrating Respondent's treatment rendered to patient Jenny  
21 Shao-Boster was in violation of NAC 631.230(1)(c), in the following respects:  
22

23 A. Respondent's record keeping regarding the endodontic treatment rendered to  
24 tooth #20 is unacceptable. There are no entries to determine whether tooth #20 had  
25 reversible or irreversible pulpitis. The Respondent's dental record for this patient is void  
26 of any entries regarding the condition of the pulp or final file size or length, medicaments  
27 or irrigants used, and the procedures used to obturate the canal. Respondent's record is

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Page 2 of 11

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void of what type of build-up materials or pins used. There are no entries that a rubber dam was placed during the treatment rendered by Respondent.

B. Respondent's record keeping regarding the crown lengthening of tooth #20 is unacceptable, including but not limited to entries indicating whether a flap was raised, how bone removal was accomplished, how much and in what areas was bone removed and whether sutures were used.


C. Respondent's chart note indicates a simple extraction with alveoloplasty was performed however the patient was billed for surgical extraction with alveoloplasty. As defined by the American Dental Association an alveoloplasty requires surgical preparation of the ridge. Respondent's records for the patients are void of any entries that Respondent prepared the ridge. Respondent's record keeping fails to sufficiently describe the rendering of the alveoloplasty.

4. Respondent, without admitting to the opinions of the DSO, Donna Hellwinkel, DDS, contained in **Paragraph 3** (including all subparts), 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 regarding the matters noted in **Paragraph 3** (including all subparts).

5. Based upon the limited investigation conducted to date, the findings of the DSO, Donna Hellwinkel, DDS, and the acknowledgements of Respondent contained in **Paragraph 4**, the parties have agreed to resolve the above-referenced investigation pursuant to the following corrective non-disciplinary terms and conditions:

A. Respondent's dental practice shall be monitored for an additional three (3) months (sometimes referred to as the "monitoring period"). The additional monitoring period shall begin on February 1, 2017 which is after Respondent completes her twenty-four (24) months monitoring period which she is currently subject to pursuant to the *Corrective Action Non-Disciplinary Stipulation Agreement* in

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Respondent's attorney's initials

1 Case No. 74127-02758 which was approved by the Board on January 30, 2015.  
2 During the during the additional three (3) months monitoring period required by  
3 this Amendment Agreement, Respondent shall allow either the Executive Director  
4 of the Board and/or an agent appointed by the Executive Director of the Board to  
5 inspect Respondent's records, facility and operations during normal business  
6 hours without notice to inspect and be provided copies of the billing and patient  
7 records for patients requested by an agent(s) assigned by the Executive Director.  
8 Respondent shall provide copies of requested patient records, including but not  
9 limited to charts, billing, treatment plans, sedation monitoring, and/or radiographs  
10 at Respondent's expense at the time of the inspection. During the above-  
11 referenced additional three (3) months monitoring period required by this  
12 Amendment Agreement, the duties of the agent assigned by the Executive  
13 Director shall include, but are not limited to having unrestricted access to observe  
14 Respondent and/or her staff during normal business hours. During the monitoring  
15 period required by this Amendment Agreement, the duties of the agent assigned  
16 by the Executive Director shall also include, but are not necessarily limited to, to  
17 contacting patients treated by Respondent and/or treated at Respondent's dental  
18 practice.

13 B. In the event Respondent no longer practices dentistry in the State of Nevada prior  
14 to completion of the monitoring period required by this Amendment Agreement,  
15 the monitoring period shall be tolled. For purposes of the tolling of the  
16 monitoring period required by this Amendment Agreement, reference to the  
17 "monitoring period" shall also include all terms and conditions noted in  
18 **Paragraphs 5.A., 5.B., and 5.C.** (so there is no misunderstanding, should the  
19 monitoring period be tolled, it then also means the terms and conditions of  
20 **Paragraphs 5.A., 5.B., and 5.C.** are also tolled). In the event the monitoring  
21 period is tolled because Respondent does not practice in the State of Nevada and  
22 the terms and conditions of this Amendment Agreement are not satisfied (i.e.,  
23 including completion of the monitoring period) within four (4) years from the  
24 adoption of this Amendment Agreement by the Board, Respondent agrees her  
25 license to practice dentistry in Nevada will be deemed voluntarily surrendered  
26 with disciplinary action. Thereafter the Board's Executive Director, without any  
27 further action or hearing by the Board, shall issue an Order of Voluntary  
28 Surrender with disciplinary action and report same to the National Practitioners  
Data Bank.

C. During the above-referenced monitoring period required by the Original and  
additional monitoring period pursuant to this Amendment Agreement wherein  
Respondent is practicing dentistry in the State of Nevada, Respondent shall  
maintain a daily log containing following information:

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1. Name of patient and date of treatment for any patient receiving periodontal treatment, consisting of scaling and root planning and gingivectomies.
2. Name of patient and date of treatment for any surgical extractions and/or alveoloplasty, including pre-op x-rays, diagnosis, and description and explanation of procedure.
3. Name of patient and date of treatment for any patient receiving crown and/or bridge treatment, requiring core build-ups and pulp caps, and including pre and post op x-rays, diagnosis, and description of procedure.
4. Name of patients and date of treatment for any patient receiving root canal therapy, including pre and post operative x-rays, endodontic diagnosis, and results of pulp testing.

The log shall be made available during normal business hours without notice. In addition, during the above-referenced original monitoring period and by this Amendment Agreement, Respondent shall mail to the Board no later than the fifth (5th) day of the month a copy of the daily log(s) for the preceding calendar month (for example: by May 5, Respondent shall mail to the Board a copy of daily log(s) for the month of April) (hereinafter "monthly log mailing requirement"). Respondent acknowledges failure to comply with the monthly log mailing requirement shall be an admission of unprofessional conduct. In addition, failure to maintain and/or provide the daily log(s) upon request by an agent of the Board shall be an admission of unprofessional conduct. Upon receipt of substantial evidence that Respondent has either failed to comply with the monthly log mailing requirement, failed to maintain or has refused to provide the daily log(s) upon request by an agent assigned by the Executive Director, or Respondent has refused to provide copies of patient records requested by the agent assigned by the Executive Director, Respondent agrees her license 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 pending a final Board hearing. Respondent shall also be responsible for any costs or attorney's fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the

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period Respondent's license is automatically suspended.


D. In addition to completing the required continuing education, Respondent shall obtain an additional eight (8) hours of supplemental education as follows:

- 1. Four (4) hours re: record keeping;
- 2. Four (4) hours re: endodontics diagnosis and treatment planning

Information, documents, and/or description for the above-referenced supplemental education must be submitted in writing to the Executive Director of the Board for approval prior to attendance. Upon the 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. Respondent may be complete 100% of the supplemental education through online/home study courses. The cost associated with this supplemental education shall be paid by Respondent. All of the supplemental education must be completed within six (6) months of the adoption of this Amendment Agreement by the Board. In the event Respondent fails to complete the supplemental education set forth in **Paragraph 5.D.** within six (6) months of adoption of this Amendment Agreement by the Board, Respondent agrees her 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. Upon Respondent submitting 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, assuming there are no other violations of any of the provisions contained in this Amendment Agreement and/or the Stipulation Agreement. Respondent agrees to waive any right 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 5.D.** Respondent shall also be responsible for any costs or attorney's fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent's license is automatically suspended pursuant to this paragraph.

E. Respondent shall reimburse the Board for the cost and fees of this investigation and the additional three (3) months of monitoring in the amount \$5,718.00. The first Payment shall be \$1,718.00 due within thirty (30) days of adoption of this Amendment Agreement by the Board. Thereafter Respondent shall make four

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Respondent's attorney's initials

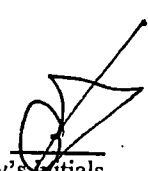
1 equal payments in the amount of \$1,000.00 per month, due on the first day of  
2 each month commencing on June 1, 2016. Payment shall be made payable to the  
3 Nevada State Board of Dental Examiners and mailed directly to the Board at 6010  
S. Rainbow Blvd., Suite A1, Las Vegas, Nevada 89118.

4 F. Respondent agrees to reimburse/refund Jenny Shao-Boster in the amount of  
5 \$100.00 relative to the simple versus surgical extraction. Respondent shall also  
6 waive any balance, if any, and withdraw any and all collection efforts, if any such  
7 efforts have been initiated regarding Jenny Shao-Boster. Payment of the  
8 reimbursement/refund to Jenny Shao-Boster in the amount of \$100.00 shall be  
9 made within thirty (30) days of the Board adopting this Amendment Agreement.  
10 Respondent shall deliver/mail to the Board (6010 S. Rainbow Blvd., Suite A1,  
11 Las Vegas, Nevada 89118) a check in the name of Jenny Shao-Boster.

12 G. In the event Respondent defaults (which includes failure to timely pay) any of the  
13 payments and/or reimbursements/refunds set forth in **Paragraph 5** of this  
14 Amendment Agreement and any of its subparts, Respondent agrees her license to  
15 practice dentistry in the State of Nevada may be automatically be suspended  
16 without any further action of the Board other than issuance of an Order of  
17 Suspension by the Board's Executive Director. Subsequent to the issuance of the  
18 Order of Suspension, Respondent agrees to pay a liquidated damage amount of  
19 Twenty Five and xx/100 Dollars (\$25.00) for each day Respondent is in default  
20 on the payment(s) of any of the amounts set forth in **Paragraph 5**. Upon curing  
21 the default of the applicable defaulted payment/reimbursement/refund contained  
22 in **Paragraph 5** and paying the reinstatement fee, Respondent's license to  
23 practice dentistry in the State of Nevada will automatically be reinstated by the  
24 Board's Executor Director, assuming there are no other violations by Respondent  
25 of any of the provisions contained in this Amendment Agreement and/or the  
26 Stipulation Agreement. Respondent shall also be responsible for any costs or  
27 attorney's fees incurred in the event the Board has to seek injunctive relief to  
28 prevent Respondent from practicing dentistry during the period in which her  
license is suspended pursuant to this paragraph. Respondent agrees to waive any  
right to seek injunctive relief from any court of competent jurisdiction, including  
a Nevada Federal District Court or a Nevada State District Court to reinstate her  
license prior to curing any default on the amounts due and owing as addressed  
above.

H. In the event Respondent fails to cure any defaulted payments within forty-five  
(45) days of the default, Respondent agrees the amount may be reduced to

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Respondent's initials

  
Respondent's attorney's initials

1 judgment.

2 I. Respondent waives any right to have any amount(s) owed pursuant to this  
3 Amendment Agreement discharged in bankruptcy.

4 **CONSENT**

5 6. Respondent has read all of the provisions contained in this Amendment Agreement and  
6 agrees with them in their entirety.

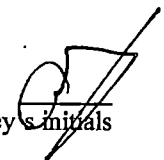
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8 7. Respondent is aware by entering into this Amendment Agreement she is waiving certain  
9 valuable due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and  
10 NAC 233B.

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12 8. Respondent expressly waives any right to challenge the Board for bias in deciding  
13 whether or not to adopt this Amendment Agreement in the event this matter was to proceed to a  
14 full Board hearing.

15 9. Respondent and the Board agree any statements and/or documentation made or  
16 considered by the Board during any properly noticed open meeting to determine whether to  
17 adopt or reject this Amendment Agreement are privileged settlement negotiations and therefore  
18 such statements or documentation may not be used in any subsequent Board hearing or judicial  
19 review, whether or not judicial review is sought in either the State or Federal District Court.

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21 10. Respondent acknowledges she has read this Amendment Agreement. Respondent  
22 acknowledges she has been advised she has the right to have this matter reviewed by  
23 independent counsel and she has had ample opportunity to seek independent counsel.  
24 Respondent has been specifically informed she should seek independent counsel and advice of  
25 independent counsel would be in Respondent's best interest. Having been advised of her right to  
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Respondent's initials

Respondent's attorney's initials 



1 independent counsel, as well as had the opportunity to seek independent counsel, Respondent  
2 hereby acknowledges she has reviewed this Amendment Agreement with her attorney,  
3 ANTHONY D. LAURIA, ESQ. of the law firm LAURIA TAKUNAGA GAGES & LINN, LLP,  
4 who has explained each and every provision contained in this Amendment Agreement (as well as  
5 the Stipulation Agreement) to Respondent.  
6

7 11. Respondent acknowledges she is consenting to this Amendment Agreement voluntarily,  
8 without coercion or duress, and in the exercise of her own free will.  
9

10 12. Respondent acknowledges no other promises in reference to the provisions contained in  
11 this Amendment Agreement have been made by any agent, employee, counsel or any person  
12 affiliated with the Nevada State Board of Dental Examiners.  
13

14 13. With regards to the matters addressed in this Amendment Agreement, Respondent  
15 acknowledges the provisions in this Amendment Agreement contain the entire agreement  
16 between Respondent and the Board and the provisions of this Amendment Agreement can only  
17 be modified, in writing, with Board approval.  
18

19 14. Respondent agrees in the event the Board adopts this Amendment Agreement, she hereby  
20 waives any and all rights to seek judicial review or otherwise to challenge or contest the validity  
21 of the provisions contained herein.  
22

23 15. Respondent and the Board agree none of the parties shall be deemed the drafter of this  
24 Amendment Agreement. In the event this Amendment Agreement is construed by a court of law  
25 or equity, such court shall not construe it or any provision hereof against any party as the drafter.  
26 The parties hereby acknowledge all parties have contributed substantially and materially to the  
27 preparation of this Amendment Agreement.  
28

16. Respondent specifically acknowledges by her signature herein and by her initials at the  
bottom of each page of this Amendment Agreement, she has read and understands its terms and



1 acknowledges she has signed and initialed of her own free will and without undue influence,  
2 coercion, duress, or intimidation.

3  
4 17. Respondent acknowledges in consideration of execution of this Amendment Agreement,  
5 Respondent hereby releases, remises, and forever discharges the State of Nevada, the Board, and  
6 each of their members, agents, employees and legal counsel in their individual and representative  
7 capacities, from any and all manner of actions, causes of action, suits, debts, judgments,  
8 executions, claims, and demands whatsoever, known and unknown, in law or equity, that  
9 Respondent ever had, now has, may have, or claim to have against any or all of the persons or  
10 entities named in this section, arising out this matter, its investigation, and/or the complaint(s) of  
11 the above-referenced Patient(s).

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

15  
16 19. This Amendment Agreement will be considered by the Board in an open meeting. It is  
17 understood and stipulated the Board is free to accept or reject this Amendment Agreement and if  
18 it is rejected by the Board, the Board may take other and/or further action as allowed by statute,  
19 regulation, and/or appropriate authority. This Amendment Agreement will only become effective  
20 when the Board has approved the same in an open meeting. Should the Board adopt this  
21 *Amendment to the Corrective Action Non-Disciplinary Stipulation Agreement from Case No.*  
22 *74127-02758 which was approved by the Board on January 30, 2015*, such adoption shall be  
23 considered a final disposition of a contested case, will become a public record, and is not  
24 reportable to the National Practitioner Data Bank.

25 DATED this 18 day of February, 2016.

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UN CHONG TAM, DDS  
Respondent

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**APPROVED AS TO FORM AND CONTENT**

By [Signature] this 18 day of February, 2016.  
**Anthony D. Lauria, Esq.**  
Lauria Tokunaga Gates & Linn, LLP  
Respondent's Attorney

**APPROVED AS TO FORM AND CONTENT**

By [Signature] this 18 day of February, 2016.  
**John A. Hunt, Esq.**  
Morris Polich & Purdy, LLP  
Board Counsel

**APPROVED AS TO FORM AND CONTENT**

By [Signature] this 18 day of February, 2016.  
**Donna Hellwinkel, DDS**  
Disciplinary Screening Officer

**BOARD ACTION**

This Amendment to the Corrective Action Non-Disciplinary Stipulation Agreement from Case No. 74127-02758 which was approved by the Board on January 30, 2015 in the matter captioned as Nevada State Board of Dental Examiners vs. Un Chong Tam, DDS, case no. 74127-02940 was (check appropriate action):

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

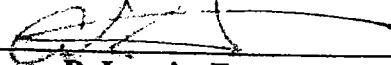
by a vote of the Nevada State Board of Dental Examiners at a properly noticed meeting

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

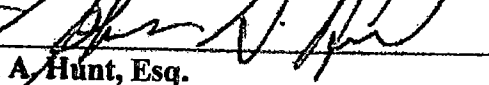
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**Timothy T. Pinther, DDS - President**  
NEVADA STATE BOARD OF DENTAL EXAMINERS

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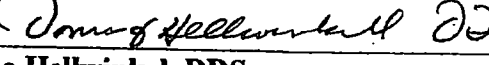
1 APPROVED AS TO FORM AND CONTENT  
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3 By  this 18 day of February, 2016.  
4 **Anthony D. Lauria, Esq.**  
5 Lauria Tokunaga Gates & Linn, LLP  
6 Respondent's Attorney

6 APPROVED AS TO FORM AND CONTENT

7 By  this 18 day of February, 2016.  
8 **John A. Hunt, Esq.**  
9 Morris Polich & Purdy, LLP  
10 Board Counsel

10 APPROVED AS TO FORM AND CONTENT

11 By  this 18 day of February, 2016.  
12 **Donna Hellwinkel, DDS**  
13 Disciplinary Screening Officer


14 **BOARD ACTION**

15 This Amendment to the Corrective Action Non-Disciplinary Stipulation Agreement from  
16 Case No. 74127-02758 which was approved by the Board on January 30, 2015 in the matter  
17 captioned as Nevada State Board of Dental Examiners vs. Un Chong Tam, DDS, case no. 74127-  
18 02940 was (check appropriate action):

19 Approved X Disapproved \_\_\_\_\_

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

21 DATED this 18 day of March, 2016.

22   
23 **Timothy T. Pinther, DDS - President**  
24 **NEVADA STATE BOARD OF DENTAL EXAMINERS**

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