

NEVADA STATE BOARD  
of  
DENTAL EXAMINERS



BOARD TELEPHONE  
CONFERENCE

MAY 25, 2017

**PUBLIC BOOK**

Request from Dr. Timothy Wilson to  
amend his Stipulation Agreement

# LAURIA TOKUNAGA GATES & LINN, LLP

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May 10, 2017

*Sent Via Email To: [dashaffer@nsbde.nv.gov](mailto:dashaffer@nsbde.nv.gov)*

Debra Shaffer-Kugel  
Executive Director  
Nevada State Board of Dental Examiners  
6010 S. Rainbow Blvd., Bldg. A, Ste. 1  
Las Vegas, NV 89118

Re: *Board v. Timothy A. Wilson, DDS*

Dear Ms. Shaffer-Kugel,

As you know, I represent Dr. Wilson in the above-referenced Board matter. Dr. Wilson is currently in dire financial condition due to his part-time dental position. On behalf of Dr. Wilson, we hereby request that he be allowed to make multiple payments to satisfy the cost reimbursement. We ask that half of the agreed-upon investigation cost (\$3,822.54) be due June 15, 2017 and the remainder owed (\$3,822.54) be paid by July 15, 2017. Please advise of the Board's position. If you require any additional information, we will be happy to provide it.

Very truly yours,

**LAURIA TOKUNAGA  
GATES & LINN, LLP**

*/s/ Raymond R. Gates*  
Raymond R. Gates  
RRG/kah



ORIGINAL

STATE OF NEVADA  
BEFORE THE BOARD OF DENTAL EXAMINERS

NEVADA STATE BOARD OF DENTAL  
EXAMINERS,

Case No. 74127-03090

Complainant,

vs.

**CORRECTIVE ACTION PLAN  
STIPULATION  
AGREEMENT**

TIMOTHY WILSON, DDS,

Respondent.

IT IS HEREBY STIPULATED AND AGREED by and between TIMOTHY WILSON, DDS ("Respondent" or "Dr. Wilson"), by and through his attorney, RAYMOND GATES, ESQ. of the law firm LAURIA TOKUNAGA GATES & LINN LLP, the NEVADA STATE BOARD OF DENTAL EXAMINERS (the "Board"), by and through BRADLEY STRONG, 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 Plan Stipulation Agreement* ("Stipulation Agreement" or "Stipulation"):

1. Via a *Notice of Investigative Complaint & Request for Records* dated April 10, 2015 ("Investigative Complaint"), the Board notified Respondent that at a properly noticed meeting on March 20, 2015, pursuant to Agenda item 3(c)(2), an investigative complaint had been authorized regarding whether Respondent possibly violated NRS 631.3475(5 and 7). On May 5, 2015, Respondent was advised his request for an extension to file an answer to the Investigative Complaint was granted to and including May 20, 2015. On June 3, 2015, Respondent's attorney was advised his request for an extension to file an answer to the Investigative Complaint was granted to and including June 22, 2015. On June 30, 2015, Respondent's attorney was advised his request for an additional extension to file an answer to the Investigative Complaint was

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Respondent's initials

[Signature]  
Respondent's attorney's initials

1 granted to and including July 13, 2015.

2  
3 2. On August 6, 2015, the Board received Respondent's written response (w/attachments)  
4 dated August 3, 2015, in response to the Investigative Complaint.

5  
6 3. NAC 631.230(1)(b) provide as follows:

7  
8 (b) Writing prescriptions for controlled substances in such excessive amounts as to  
9 constitute a departure from the prevailing standards of acceptable dental practice

10  
11 4. NRS 631.3485(4) provides as follows:

12  
13 **NRS 631.3485(4) Violation of chapter or regulations; failure to pay fee for license;**  
14 **failure to make health care records available for inspection and copying**


15 \*\*\*


16 4. Failure to make the health care records of a patient available for inspection and  
17 copying as provided in NRS 629.061

18  
19 5. Based upon the limited investigation conducted to date, DSO, Bradley Strong, DDS,  
20 finds for this matter and not for any other purpose, including any subsequent civil action,  
21 Respondent failed to maintain the dental records of more than one patient in violation of NRS  
22 631.3485(4); and NRS 629.051.

23  
24 6. Based upon the limited investigation conducted to date, DSO, Bradley Strong, DDS,  
25 finds for this matter and not for any other purpose, including any subsequent civil action,  
26 Respondent on more than one occasion prescribed controlled substances in excessive amounts in  
27 violation of NAC 631.230(1)(b).

28 Page 2 of 11

  
Respondent's initials

  
Respondent's attorney's initials

1  
2 7. Respondent, without admitting to the opinions of the DSO, Bradley Strong, DDS,  
3 contained in Paragraphs 5 and 6 including all subparts, and not for any other purpose  
4 (including any subsequent civil action), acknowledges if this matter were to proceed to a full  
5 board hearing, a sufficient quantity and/or quality of evidence could be proffered sufficient to  
6 meet a preponderance of the evidence standard of proof regarding the matters noted in  
7 Paragraphs 5 and 6 (including all subparts) and/or demonstrating Respondent violated the  
8 statutory and/or regulatory provision(s) noted above in Paragraphs 5 and 6 (including all  
9 subparts).

10  
11 8. Based upon the limited investigation conducted to date, the opinions of the DSO, Bradley  
12 Strong, DDS, the acknowledgments of Respondent contained in Paragraph 7, the parties have  
13 agreed to resolve the above-referenced investigation pursuant to the following non-disciplinary  
14 corrective terms and conditions:

15  
16 A. Respondent's dental practice shall be monitored for a period of six (6) months from the  
17 adoption of this Stipulation ("monitoring period"). During the monitoring period,  
18 Respondent shall allow either the Executive Director of the Board and/or the agent  
19 appointed by the Executive Director of the Board to inspect Respondent's records during  
20 normal business hours to insure compliance of this Stipulation. During the monitoring  
21 period, Respondent's practice shall be monitored regarding compliance NRS 629.061  
22 regarding maintaining patient records and the issuance controlled substances. Respondent  
23 shall be assessed all fees and cost associated with monitoring Respondent during the  
24 monitoring period pursuant to Paragraph 8F below.

25 B. In the event Respondent no longer practices dentistry in the State of Nevada prior to  
26 completion of the above-referenced monitoring period, the monitoring period shall be  
27 tolled. For purposes of the tolling of the monitoring period, reference to the "monitoring  
28 period" shall also include all terms and conditions noted in Paragraphs 8A and 8C (so  
there is no misunderstanding, should the monitoring period be tolled, it then also means  
the terms and conditions of Paragraphs 8.A. and 8.C. are also 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 (i.e.,

1 including completion of the monitoring period) within one (1) year from the adoption of  
2 this Stipulation Agreement by the Board, Respondent agrees his license to practice  
3 dentistry in Nevada will be deemed voluntarily surrendered with disciplinary action.  
4 Thereafter the Board's Executive Director, without any further action or hearing by the  
5 Board, shall issue an Order of Voluntary Surrender with disciplinary action and report  
6 same to the National Practitioners Data Bank.

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C. During the above-referenced monitoring period wherein Respondent is practicing  
dentistry in the State of Nevada, Respondent shall submit to the Board's Executive  
Director no later than the 5<sup>th</sup> day of each month a copy of Respondent's self-query report  
generated through the prescription monitoring program (PMP). The copy of the PMP  
shall be maintained at Respondent dental office and made available during normal  
business hours without notice. Failure to maintain and/or provide a copy of the monthly  
PMP 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 submit  
or has refused to provide a copy of the monthly PMP upon request by an agent assigned  
by the Executive Director, or Respondent has failed to submit a copy of the PMP report  
by the 5<sup>th</sup> day of each month to the Board, Respondent agrees his 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 his 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 period Respondent's license is  
automatically suspended.

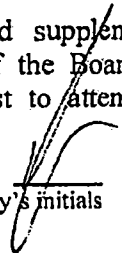
D. Pursuant to NRS 631.350(1)(k), in addition to completing the required continuing  
education, Respondent shall obtain an additional twelve (12) hours of supplemental  
education as follows:

1. Four (4) hours re: Record Keeping
2. Four (4) hours re: Opioid Abuse and Alternate Pharmacological analgesics  
in patient care.
3. Four (4) hours re: Pain management in post-operative care of pediatric  
dentistry.

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

Page 4 of 11

  
Respondent's initials

  
Respondent's attorney's initials

1 supplemental education, the Executive Director of the Board shall notify Respondent in  
2 writing whether the requested supplemental education is approved for attendance.  
3 Respondent agrees fifty percent (50%) of the supplemental education in each category  
4 shall be completed through attendance at live lecture and/or hands on clinical  
5 demonstration and the remaining fifty percent (50%) of the supplemental education in  
6 each category may be completed through online/home study courses. The cost associated  
7 with this supplemental education shall be paid by Respondent. All of the supplemental  
8 education must be completed within four (4) months of the adoption of this Agreement  
9 by the Board. In the event Respondent fails to complete the supplemental education set  
10 forth in **Paragraph 8D**, within four (4) months of adoption of this Agreement by the  
11 Board, Respondent agrees his license to practice dentistry in the State of Nevada may be  
12 automatically suspended by the Board's Executive Director without any further action of  
13 the Board other than the issuance of an Order of Suspension by the Executive Director.  
14 Upon Respondent submitting written proof of the completion of the supplemental  
15 education and paying the reinstatement fee pursuant to NRS 631.345, Respondent's  
16 license to practice dentistry in the State of Nevada will automatically be reinstated by the  
17 Executive Director of the Board, assuming there are no other violations of any of the  
18 provisions contained in this Agreement. Respondent agrees to waive any right to seek  
19 injunctive relief from any Federal or State of Nevada District Court to prevent the  
20 automatic suspension of Respondent's license to practice dentistry in the State of Nevada  
21 due to Respondent's failure to comply with **Paragraph 8D**. Respondent shall also be  
22 responsible for any costs or attorney's fees incurred in the event the Board has to seek  
23 injunctive relief to prevent Respondent from practicing dentistry during the period  
24 Respondent's license is automatically suspended pursuant to this paragraph.

17 E. Respondent, following negotiation with the Board, shall reimburse the Board for the cost  
18 and fees of the investigation as of December 2, 2016, in the amount of Seven Thousand,  
19 Six Hundred Forty-five Dollars & 08/100 cents (\$7,645.08). This amount does not  
20 include any cost that may be incurred during the monitoring period of this Agreement.  
21 See below. Payment of the \$7,645.08 shall be due within sixty (60) days of adoption of  
22 this Agreement by the Board. Payment shall be made payable to the Nevada State Board  
23 of Dental Examiners and mailed directly to the Board at 6010 S. Rainbow Blvd., Suite  
24 A1, Las Vegas, Nevada 89118.

22 F. During the probationary period, Respondent shall be responsible for all costs incurred  
23 during the monitoring period relative to the monitoring activities. Said costs shall not  
24 exceed fifty (\$50.00) dollars per hour. Respondent shall reimburse the Board within thirty  
25 (30) days of written request for reimbursement of the same.

25 G. In the event Respondent defaults (which includes failure to timely pay) any of the  
26 payments and/or reimbursements/monitoring cost set forth in **Paragraph 8** of this  
27 Agreement and any of its subparts, Respondent agrees his license to practice dentistry in  
28 the State of Nevada may be automatically be suspended without any further action of the

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Respondent's initials

Respondent's attorney's initials



1 Board other than issuance of an Order of Suspension by the Board's Executive Director.  
2 Subsequent to the issuance of the Order of Suspension, Respondent agrees for each day  
3 Respondent is in default on the payment(s) of any of the amounts set forth in Paragraph  
4 8. Upon curing the default of the applicable defaulted payment/reimbursement/refund  
5 contained in Paragraph 8 and paying the reinstatement fee, Respondent's license to  
6 practice dentistry in the State of Nevada will automatically be reinstated by the Board's  
7 Executor Director, assuming there are no other violations by Respondent of any of the  
8 provisions contained in this Agreement. Respondent shall also be responsible for any  
9 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 in which his 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 his license prior to curing any  
default on the amounts due and owing as addressed above.

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

12 I. Respondent waives any right to have any amount(s) owed pursuant to this Agreement  
13 discharged in bankruptcy.

14 CONSENT

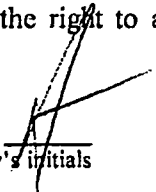
15 9. Respondent has read all of the provisions contained in this Stipulation Agreement and  
16 agrees with them in their entirety. Respondent recognizes and agrees this Stipulation Agreement  
17 is the result of voluntary settlement negotiations which involved give and take, and the final  
18 agreement (i.e., this Stipulation Agreement) is a voluntary compromise.

19  
20  
21 10. Respondent acknowledges and admits he has carefully read and understands the issues  
22 and allegations in the verified complaint of the patient(s) referenced and addressed herein.  
23 Respondent also acknowledges and admits he has carefully read and understands the effects of  
24 this Stipulation Agreement.

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26  
27 11. Respondent is fully aware of his legal rights in this matter, including the right to an

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Respondent's initials



Respondent's attorney's initials

1 informal hearing and a formal hearing relative to the issues and allegations in the verified  
2 complaint of the patient(s) referenced and addressed herein. Respondent is also fully aware he  
3 has a right to retain counsel for this matter, the right to confront and cross-examine the witnesses  
4 against him, the right to present evidence and to testify on his own behalf, the right to the  
5 issuance of subpoenas to compel the attendance of witnesses and the production of documents,  
6 the right to reconsideration and court review of an adverse decision, and all other rights accorded  
7 by the Nevada Administrative Procedure Act and other applicable laws. Respondent voluntarily,  
8 knowingly, and intelligently waives and gives up each and every right set forth above, and as  
9 more fully set forth herein and below.  
10  
11

12 12. Respondent is aware by entering into this Stipulation Agreement he is waiving certain  
13 valuable due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and  
14 NAC 233B.  
15

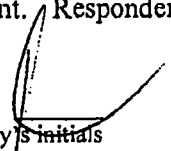
16 13. Respondent expressly waives any right to challenge the Board for bias in deciding  
17 whether or not to adopt this Stipulation Agreement in the event this matter was to proceed to a  
18 full Board hearing.  
19

20 14. Respondent and the Board agree any statements and/or documentation made or  
21 considered by the Board during any properly noticed open meeting (to which Respondent hereby  
22 specifically waives any and all notice requirements for same, whether required by NRS 241.033  
23 or any other statute or regulation) to determine whether to adopt or reject this Stipulation  
24 Agreement are privileged settlement negotiations and therefore such statements or  
25 documentation may not be used in any subsequent Board hearing or judicial review, whether or  
26 not judicial review is sought in either the State or Federal District Court.  
27

28 15. Respondent acknowledges he has read this Stipulation Agreement. Respondent



Respondent's initials



Respondent's attorney's initials

1 acknowledges he has been advised he has the right to have this matter reviewed by independent  
2 counsel and he has had ample opportunity to seek independent counsel. Respondent has been  
3 specifically informed he should seek independent counsel and advice of independent counsel  
4 would be in Respondent's best interest. Having been advised of his right to independent counsel,  
5 as well as having the opportunity to seek independent counsel, Respondent hereby acknowledges  
6 he has retained RAYMOND GATES, ESQ. of the law firm LAURIA TOKUNAGA GATES &  
7 LINN LLP as his attorney and has discussed this matter and Stipulation with him.

8 16. Respondent acknowledges he is consenting to this Stipulation Agreement voluntarily,  
9 without coercion or duress and in the exercise of his own free will.

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

14  
15 18. Respondent acknowledges the provisions in this Stipulation Agreement contain the entire  
16 agreement between Respondent and the Board and the provisions of this Stipulation Agreement  
17 can only be modified, in writing, with Board approval.

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

21  
22 20. Respondent and the Board agree none of the parties shall be deemed the drafter of this  
23 Stipulation Agreement. In the event this Stipulation Agreement is construed by a court of law or  
24 equity, such court shall not construe it or any provision hereof against any party as the drafter.  
25 The parties hereby acknowledge all parties have contributed substantially and materially to the  
26 preparation of this Stipulation Agreement.

27 21. Respondent specifically acknowledges by his signature herein and by his initials at the  
28

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Respondent's initials

Respondent's attorney's initials

1 bottom of each page of this Stipulation Agreement, he has read and understands its terms and  
2 acknowledges he has signed and initialed of his own free will and without undue influence,  
3 coercion, duress, or intimidation.

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

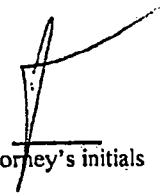
13 23. Respondent acknowledges in the event the Board adopts this Stipulation Agreement, it  
14 may be considered in any future Board proceeding(s) or judicial review, whether such judicial  
15 review is performed by either the State or Federal District Court(s).

16 24. This Stipulation Agreement will be considered by the Board in an open meeting (to  
17 which Respondent hereby specifically waives any and all notice requirements for same, whether  
18 required by NRS 241.033 or any other statute or regulation). It is understood and stipulated the  
19 Board is free to accept or reject this Stipulation Agreement and if it is rejected by the Board, the  
20 Board may take other and/or further action as allowed by statute, regulation, and/or appropriate  
21 authority. This Stipulation Agreement will only become effective when the Board has approved  
22 the same in an open meeting. Should the Board adopt this Stipulation Agreement, such adoption  
23 shall be considered a final disposition of a contested case and will become a public record and  
24 will only report this Corrective Action Plan if the Board is given notice that this Corrective  
25 Action Plan is required to be reported to any State or Federal agency including but not limited to  
26 the National Practitioner Data Bank.

27  
28 DATED this 2 day of Dec, 2016.

Page 9 of 11

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Respondent's initials

  
Respondent's attorney's initials

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By Timothy Wilson  
Timothy Wilson, DDS  
Respondent

**APPROVED AS TO FORM AND CONTENT**

By Bradley Strong this 2 day of December, 2016.  
Bradley Strong, DDS  
Disciplinary Screening Officer

**APPROVED AS TO FORM AND CONTENT**

By Raymond Gates this 2 day of Dec., 2016.  
Raymond Gates, Esq.  
Lauria Tokunaga Gates & Linn, LLP  
Respondent's attorney

**APPROVED AS TO FORM AND CONTENT**

By John A. Hunt this 2 day of Dec, 2016.  
John A. Hunt, Esq.  
Morris Polich & Purdy, LLP  
Board Counsel

**BOARD ACTION**

This *Corrective Action Plan Stipulation Agreement* in the matter captioned as Nevada  
State Board of Dental Examiners vs. Timothy Wilson, DDS, case no. 74127-03090 was (check  
appropriate action):

Approved X

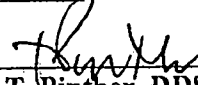
Disapproved \_\_\_\_\_

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[Signature]  
Respondent's attorney's initials

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

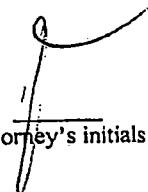
2 DATED this 20 day of JAN 2016.

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

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Additional Documents regarding  
Dr. Timothy Wilson

# Nevada State Board of Dental Examiners



6010 S. Rainbow Boulevard, Building A, Suite 1 • Las Vegas, Nevada 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046  
Memorandum

Date: 05/17/2017

To: Board Members, General Counsel, Timothy Wilson, DDS & Raymond Gates

From: Debra Shaffer-Kugel

Re: Reimbursed Invest Costs

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On May 10, 2017, Dr Wilson through Raymond Gates, Esquire legal counsel to Dr Wilson made a request to the Board to amend Paragraphs 8(D) and 8(G) which includes a payment arrangement for the investigation costs totaling \$7,645.08 to be paid in two installment payments one on June 15, 2017 in the amount of \$3,822.54 and the final installment payment due on July 15, 2017.

Please be advised, on May 19, 2017, Dr Wilson made a payment in the amount of \$2,500.00. In light of this payment, the installment payment amount for the two payments which would be due on June 15, 2017 and final payment on July 15, 2017 should be changed to \$2,572.54 each.