



OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2559

1 Regulation – Failure to Consult, (Count VI), one (1) violation of NRS 630.3062(1)(a) Failure to  
2 Maintain Proper Medical Records, (Count V), and one (1) violation of NRS 630.301(7) Violation  
3 of Patient Trust and Exploitation of Physician and Patient Relationship for Financial or Personal  
4 Gain, (Count VI).

5 3. On October 5th, 2022 in Case No. 22-19130-2, the IC filed a First Amended  
6 Complaint (Complaint II) charging Respondent with violating the Medical Practice Act.  
7 Specifically, Complaint II alleges one (3) violations of NRS 630.301(4), Malpractice, (Count I-  
8 III), three (3) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records,  
9 (Counts IV-VI), and three (3) violations of NRS 630.301(7) Violation of Patient Trust and  
10 Exploitation of Physician and Patient Relationship for Financial or Personal Gain, (Counts VII-  
11 IX). Complaints I and II are herein referred to collectively as the “Complaints.”

12 4. By reason of the foregoing, Respondent is subject to discipline by the Board as  
13 provided in NRS 630.352.

14 5. Respondent was properly served with a copy of the Complaints, has reviewed and  
15 understands this Complaints, and has had the opportunity to consult with competent counsel  
16 concerning the nature and significance of the Complaints.

17 6. Respondent is hereby advised of her rights regarding this administrative matter,  
18 and of her opportunity to defend against the allegations in the Complaints. Specifically,  
19 Respondent has certain rights in this administrative matter as set out by the United States  
20 Constitution, the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law  
21 (OML), which is contained in NRS Chapter 241, and the Nevada Administrative Procedure Act  
22 (APA), which is contained in NRS Chapter 233B and 622A. These rights include the right to a  
23 formal hearing on the allegations in the Complaints, the right to representation by counsel, at her  
24 own expense, in the preparation and presentation of her defense, the right to confront and cross-  
25 examine the witnesses and evidence against her, the right to written findings of fact, conclusions  
26 of law and order reflecting the final decision of the Board, and the right to judicial review of the  
27 Board’s order, if the decision is adverse to her.

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1           7.       Respondent understands that, under the Board's charge to protect the public by  
2 regulating the practice of medicine, the Board may take disciplinary action against Respondent's  
3 license, including license probation, license suspension, license revocation and imposition of  
4 administrative fines, as well as any other reasonable requirement or limitation, if the Board  
5 concludes that Respondent violated one or more provisions of the Medical Practice Act.

6           8.       Respondent understands and agrees that this Agreement, by and between  
7 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the  
8 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent  
9 understands that the IC shall advocate for the Board's approval of this Agreement, but that the  
10 Board has the right to decide in its own discretion whether or not to approve this Agreement.

11           9.       Respondent further understands and agrees that if the Board approves this  
12 Agreement, then the terms and conditions enumerated below shall be binding and enforceable  
13 upon her and the Board.

14 **B.       TERMS & CONDITIONS**

15           **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters  
16 with regard to the Complaints, Respondent and the IC hereby agree to the following terms and  
17 conditions:

18           1.       **Jurisdiction**. Respondent is, and at all times relevant to the Complaints has been,  
19 a physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set  
20 forth in the Medical Practice Act.

21           2.       **Representation by Counsel/Knowing, Willing and Intelligent Agreement**.  
22 Respondent acknowledges she is represented by counsel, and wishes to resolve the matters  
23 addressed herein with said counsel. Respondent agrees that if representation by counsel in this  
24 matter materially changes prior to entering into this Agreement and for the duration of this  
25 Agreement, that counsel for the IC will be timely notified of the material change. Respondent  
26 agrees that she knowingly, willingly and intelligently enters into this Agreement after deciding to  
27 have a full consultation with and upon the advice of legal counsel.

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1           3.     **Waiver of Rights.** In connection with this Agreement, and the associated terms  
2 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection  
3 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives  
4 all rights arising under the United States Constitution, the Nevada Constitution, the Medical  
5 Practice Act, the OML, the APA, and any other legal rights that may be available to her or that  
6 may apply to her in connection with the administrative proceedings resulting from the Complaints  
7 filed in this matter, including defense of the Complaints, adjudication of the allegations set forth in  
8 the Complaints, and imposition of any disciplinary actions or sanctions ordered by the Board.  
9 Respondent agrees to settle and resolve the allegations of the Complaints as set out by this  
10 Agreement, without a hearing or any further proceedings and without the right to judicial review.

11           4.     **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering  
12 into this Settlement Agreement, the allegations of the Complaints remain unproven. Respondent  
13 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in  
14 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges  
15 Respondent is not admitting that the IC's claims/counts as alleged in the Complaints have merit  
16 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential  
17 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, she has  
18 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the  
19 Complaints, but for the purposes of resolving the matter and for no other purpose, Respondent  
20 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to  
21 effectuate this Agreement.

22           5.     **Consent to Entry of Order.** In order to resolve this Complaints pending against  
23 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent  
24 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act.  
25 Accordingly, the following terms and conditions are hereby agreed upon:

26           a.     Respondent admits to Count I, one (1) violation of NRS 630.301(4)  
27 Malpractice, and Count V, one (1) violation of NRS 3062(1)(a) Failure to Maintain Proper  
28 Records as alleged in Complaint I.

1           b.       Respondent admits to Counts IV-VI, three (3) violations of NRS 3062(1)(a)  
2 Failure to Maintain Proper Medical Records, and Count VII, one (1) violation of NRS 630.301(7)  
3 Violation of Patient Trust and Exploitation of Physician and Patient Relationship for Financial or  
4 Personal Gain as alleged in Complaint II.

5           c.       Respondent will pay the costs and expenses incurred in the investigation  
6 and prosecution of the above-referenced matters in four (4) equal payments one thousand seven  
7 hundred and seventeen dollars and sixty-one cents (\$1,717.61). The first payment is due on or  
8 before May 1, 2023, the second payment is due on or before June 1, 2023, the third payment is  
9 due on or before July 1, 2023, and the final payment is due on or before August 1, 2023. The  
10 total amount of costs and expenses paid to complete the agreement is six thousand eight hundred  
11 seventy dollars and forty-three cents (\$6,870.43). The costs and expenses as well as the payment  
12 plan are subject to the Board's acceptance, adoption, and approval of this Agreement.

13           d.       Respondent shall pay a fine of three thousand dollars and zero cents  
14 (\$3,000.00) within sixty (60) days of the Board's acceptance, adoption and approval of this  
15 Agreement.

16           e.       The Respondent shall complete: five (5) hours of Continued Medical  
17 Education (CME) related to proper record keeping, and five (5) hours of CME related to the  
18 diagnosis and treatment of heart conditions within (6) months from the date of the Board's  
19 acceptance, adoption, and approval of this agreement. The aforementioned hours of CME shall be  
20 in addition to the CME requirements that are regularly imposed upon Respondent as a condition of  
21 licensure in the State of Nevada pursuant to NAC 630.153(1), and shall be approved by the Board  
22 to meet this requirement prior to their completion, and proof of completion shall be provided to  
23 the Board.

24           f.       The Respondent shall submit to and pass all five (5) sections of the Ethics  
25 and Boundaries Assessment Services (EBAS) examination within sixty (60) days of Board  
26 approval of this agreement to be paid for at the expense of the Respondent.

27           g.       This Agreement shall be reported to the appropriate entities and parties as  
28 required by law, including, but not limited to, the National Practitioner Data Bank.

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h. Respondent shall receive a Public Letter of Reprimand.

i. The remaining counts of Complaint I and counts of Complaint II and any other claims arising from the Board's corresponding investigative file(s), shall be dismissed with prejudice.

6. **Release from Liability.** In execution of this Agreement, Respondent understands and agrees that the State of Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents are immune from civil liability for any decision or action taken in good faith in response to information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against any or all of the persons, government agencies or entities named in this paragraph arising out of, or by reason of, this investigation, this Agreement or the administration of the case referenced herein.

7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall recommend approval and adoption of the terms and conditions of this Agreement by the Board in resolution of the Complaints. In the course of seeking Board acceptance, approval and adoption of this Agreement, counsel for the IC may communicate directly with the Board staff and the adjudicating members of the Board.

Respondent acknowledges that such contacts and communications may be made or conducted ex-parte, without notice or opportunity to be heard on her part until the public Board meeting where this Agreement is discussed, and that such contacts and communications may include, but may not be limited to, matters concerning this Agreement, the Complaints and any and all information of every nature whatsoever related to this matter. The IC and its counsel agree that Respondent and/or Counsel for the Respondent may appear at the Board meeting where this

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1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the  
2 IC or the IC's counsel.

3 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
4 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
5 an order of the Board, and, pending full compliance with the terms herein, the cases shall be  
6 closed and all remaining claims arising out of the Complaints shall be dismissed with prejudice.

7 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not  
8 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and  
9 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
10 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement  
11 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
12 Agreement shall disqualify any member of the adjudicating panel of the Board from considering  
13 the Complaints and from participating in disciplinary proceedings against Respondent, including  
14 adjudication of this case; and (2) Respondent further agrees that she shall not seek to disqualify  
15 any such member absent evidence of bad faith.

16 10. **Binding Effect.** If approved by the Board, Respondent understands that this  
17 Agreement is a binding and enforceable contract upon Respondent and the Board.

18 11. **Forum Selection Clause.** The parties agree that in the event either party is  
19 required to seek enforcement of this Agreement in district court, the party's consent to such  
20 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,  
21 State of Nevada, Washoe County.

22 12. **Attorneys' Fees and Costs.** The parties agree that in the event an action is  
23 commenced in district court to enforce any provision of this Agreement, the prevailing party shall  
24 be entitled to recover reasonable attorneys' fees and costs.

25 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term  
26 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by  
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
28 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

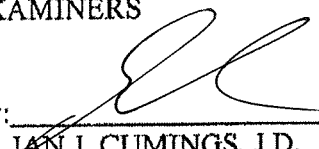
4 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid  
5 as a condition of this Agreement may subject Respondent to civil collection efforts.


6  
7 DATED this 5<sup>th</sup> day of December, 2022.

8 DATED this 3 day of January, 2023 December, 2022.

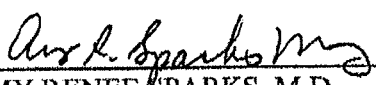
9 INVESTIGATIVE COMMITTEE OF THE  
10 NEVADA STATE BOARD OF MEDICAL  
11 EXAMINERS

12 MCBRIDE HALL ATTORNEYS AT LAW

13 By:   
14 IAN J. CUMINGS, J.D.  
15 Deputy General Counsel  
16 9600 Gateway Drive  
17 Reno, NV 89521  
18 Tel: (775) 688-2559  
19 Email: icumings@medboard.nv.gov  
20 Attorney for the Investigative Committee

21 By:   
22 OLIVIA CAMPBELL ESQ.  
23 8329 W. Sunset Road, Ste. 260  
24 Las Vegas, NV 89113  
25 Tel: (702) 792-5855  
26 Email: oacampbell@mcbridehall.com  
27 Attorney for Respondent

28 DATED this 30 day of December, 2022.

By:   
AMY RENEE SPARKS, M.D.,  
Nevada License No. 9522  
Respondent



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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case Nos. 22-19130-1 and 22-19130-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 3rd day of March, 2023.

DATED this 3<sup>rd</sup> day of March, 2023.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



AURY NAGY, M.D.  
*Board President*



1 fatigue and had recently finished treatment for bronchitis. After a normal physical exam,  
2 Respondent ordered testing for Lyme disease.

3 4. On September 17, 2017, Patient A returned to Respondent with complaints of flu-  
4 like symptoms after overseas travel, however her physical exam was normal. Respondent ordered  
5 tests for Lyme disease a second time, and recommended supplements for an encompassing  
6 treatment for chronic yeast and viral overload.

7 5. On October 5, 2017, Respondent informed Patient A that she tested positive for  
8 Lyme disease and reported the case as positive to the Nevada Department of Health, despite  
9 negative test results for Lyme disease. Respondent did not treat for Lyme disease, but instead  
10 recommend further courses of supplements and a detox.

11 6. Patient A had follow-up visits for her Lyme disease diagnosis on January 11, 2018;  
12 April 12, 2018; and June 7, 2018. On each visit, Respondent documented a normal review of  
13 symptoms and physical examination, recommending additional supplements on each occasion.

14 7. On July 23, 2018, Patient A had a follow-up visit with complaints of diarrhea  
15 caused by the supplements that were recommended to her by Respondent. At this visit  
16 Respondent recommended continued supplementation and started Patient A on Ivermectin, an  
17 antiparasitic drug usually given in a single dose. Patient A was given a 12-milligram weekly dose  
18 of Ivermectin for one (1) month. No stool studies or parasitology tests were ordered on this visit.

19 8. Patient A was further seen by Respondent four (4) times over a five (5) month  
20 period in 2018 and 2019, during which, Respondent refilled a prescription for Ivermectin for five  
21 (5) months without ordering stool studies or parasitology tests. Respondent continued to  
22 recommend additional supplements on each visit to treat Lyme disease when the standard of care  
23 for treatment is a course of antibiotics.

24 **B. Respondent's Treatment of Patient B**

25 9. Patient B was a 54-year-old male when he presented to Respondent on  
26 December 21, 2017, for medical care. Patient B had complaints of weight gain, problems with  
27 sinuses, and fatigue. Patient B did not report a history of tick bites, nor did he live in an area  
28 endemic with ticks. Review of symptoms and physical examination were normal, and no

1 abnormalities were documented by the Respondent on the physical examination. Respondent  
2 ordered blood and stool tests in addition to a Lyme disease test, diagnosing Patient B with fatigue,  
3 anxiety, adrenal disorder, sleep apnea, and headaches. Respondent recommended a  
4 comprehensive “detox and drain” in addition to a number of other supplements.

5 10. On January 23, 2018, Patient B was informed by Respondent that he had Lyme  
6 disease, Babesia, Ehrlichiosis, Rickettsia Rickettsiae, and Rickettsia Typhi, despite negative test  
7 results. Stool studies were similarly negative for parasites, including ova and EIA (enzyme  
8 immunoassays) for parasites.

9 11. Despite clear negative testing, Respondent documented that testing demonstrated  
10 evidence to treat Patient B for Lyme disease and its co-infections. Respondent did not prescribe  
11 antibiotics, but recommended supplements.

12 12. Patient B was seen by Respondent on a further seven (7) occasions during 2018  
13 and 2019, during which Respondent maintained her diagnosis of Patient B as having Lyme disease  
14 and its coinfections, despite further clear negative testing on April 22, 2019, and repeated normal  
15 physical examinations. Respondent reported Patient B’s tests as a positive case of Lyme to the  
16 Nevada Department of Health on May 3, 2019. During all seven (7) visits, Respondent continued  
17 to recommend additional supplements on each visit to treat Lyme disease when the standard of  
18 care for treatment is a course of antibiotics.

19 **C. Respondent’s Treatment of Patient C**

20 13. Patient C was a 45-year-old female when she presented to Respondent on  
21 February 28, 2018, for medical care. No complaints were documented by the Respondent. Patient  
22 C did not report a history of tick bites, nor did she live in an area endemic with ticks. Patient C’s  
23 review of symptoms and physical examination were normal. Respondent ordered multiple blood  
24 and stool tests, diagnosing Patient C with Candidiasis, and “other fatigue,” recommending a  
25 “detox and drain” and supplements.

26 14. Despite Patient C testing negative for Lyme disease, Respondent reported Patient C  
27 as a positive case of Lyme disease case to the Nevada Department of Health on March 15, 2018.  
28 Subsequently, on March 19, 2018, Respondent notified Patient C that she had Lyme disease.



COUNTS IV-VI

**NRS 630.3062(1)(a) - Failure to Maintain Proper Medical Records**

22. All of the allegations contained in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

23. NRS 630.3062(1)(a) provides that the “failure to maintain timely, legible, accurate and complete medical records relating to the diagnosis, treatment and care of a patient” constitute grounds for initiating discipline against a licensee.

24. Respondent failed to maintain proper medical records relating to the diagnosis, treatment, and care of Patients: A, B, and C, by failing to correctly document her clinical reasoning when ordering tests for Lyme disease and its coinfections as well as erroneously informing the Patients of positive test results on labs clearly indicated as negative.

25. By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

COUNT VII-IX

**NRS 630.301(7) – Violation of Patient Trust and Exploitation of Physician and Patient Relationship for Financial or Personal Gain**

26. All of the allegations contained in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

27. NRS 630.301(7) provides that “engaging in conduct that violates the trust of a patient and exploits the relationship between the physician and the patient for financial or other personal gain” is grounds for initiating discipline against a licensee.

28. As demonstrated by, but not limited to, the above-outlined facts, Respondent violated the trust of Patients: A, B, and C, and exploited the physician-patient relationship by erroneously informing them the Patients of positive test results for the motive of selling additional testing, treatments, and supplements despite clear negative lab testing.

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1 **WHEREFORE**, the Investigative Committee prays:

2 1. That the Board give Respondent notice of the charges herein against her and give  
3 her notice that she may file an answer to the Complaint herein as set forth in NRS 630.339(2)  
4 within twenty (20) days of service of the Complaint;

5 2. That the Board set a time and place for a formal hearing after holding an Early  
6 Case Conference pursuant to NRS 630.339(3);

7 3. That the Board determine what sanctions to impose if it determines there has been  
8 a violation or violations of the Medical Practice Act committed by Respondent;

9 4. That the Board award fees and costs for the investigation and prosecution of this  
10 case as outlined in NRS 622.400;

11 5. That the Board make, issue and serve on Respondent its findings of fact,  
12 conclusions of law and order, in writing, that includes the sanctions imposed; and

13 6. That the Board take such other and further action as may be just and proper in these  
14 premises.

15 DATED this 5<sup>th</sup> day of October, 2022.

16 INVESTIGATIVE COMMITTEE OF THE  
17 NEVADA STATE BOARD OF MEDICAL EXAMINERS

18 By: \_\_\_\_\_

19 IAN J. CUMINGS, J.D.  
20 Deputy General Counsel  
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22 Reno, NV 89521  
23 Tel: (775) 688-2559  
24 Email: [icumings@medboard.nv.gov](mailto:icumings@medboard.nv.gov)  
25 *Attorney for the Investigative Committee*  
26  
27  
28





BEFORE THE BOARD OF MEDICAL EXAMINERS  
OF THE STATE OF NEVADA

\* \* \* \* \*

In the Matter of Charges and Complaint

Case No. 22-19130-1

Against:

AMY RENEE SPARKS, M.D.,

Respondent.

FILED

OCT - 5 2022

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: \_\_\_\_\_

**FIRST AMENDED COMPLAINT**

The Investigative Committee<sup>1</sup> (IC) of the Nevada State Board of Medical Examiners (Board), by and through Ian J. Cumings, J.D., Deputy General Counsel and attorney for the IC, having a reasonable basis to believe that Amy Renee Sparks, M.D., (Respondent) violated the provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630 (collectively, the Medical Practice Act), hereby issues its Complaint, stating the IC's charges and allegations as follows:

1. Respondent was at all times relative to this Complaint a medical doctor holding an active license to practice medicine in the State of Nevada (License No. 9522). Respondent was originally licensed by the Board on July 26, 2000.

2. Patient A was a 66-year-old female at the time of the events at issue. Patient A's true identity is not disclosed herein to protect her privacy, but is disclosed in the Patient Designation served upon Respondent along with a copy of this Complaint.

**I. Patient A's Medical History Prior to Respondent's Treatment**

3. In January 2015, Patient A was seen by a cardiologist for pre-syncope. Multiple tests revealed no blood flow issues and a normal resting electrocardiogram. An echocardiogram

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<sup>1</sup> The Investigative Committee of the Nevada State Board of Medical Examiners, at the time this formal Complaint was authorized for filing, was composed of Board members Mr. Neil M. Duxbury, Aury Nagy, M.D., and Michael C. Edwards, M.D.

1 showed an ejection fraction of 50-55%. A halter monitor was placed, which detected ventricular  
2 tachycardia on February 24, 2015.

3 4. Patient A was admitted to the hospital on February 24, 2015. During Patient A's  
4 hospital stay her B-type natriuretic peptide (BNP), a hormone excreted by the heart which can  
5 indicate cardiac injury or heart failure, was elevated at 176 which indicated further evaluation was  
6 necessary.

7 5. Further halter monitoring in May 2015 showed Patient A demonstrated non-  
8 sustained ventricular tachycardia.

## 9 II. Respondent's Treatment of Patient A

10 6. On February 24, 2016, Patient A presented to the Respondent to establish care. In  
11 Respondent's records, a history of ventricular tachycardia was noted. Respondent ordered labs,  
12 including thyroid testing, urinalysis for heavy metals, and a Boston Heart Panel which is used for  
13 cardiovascular disease characterization.

14 7. Patient A's lab results showed her N-terminal pro-B-type natriuretic peptide (NT-  
15 proBNP), a non-active prohormone excreted by the heart which is used to test for or diagnose  
16 heart failure, was 1248, well above the normal range. Patient A's initial lead level was normal.

17 8. Patient A was subsequently sent a letter informing her there was an inflammatory  
18 process increasing her cardiovascular risk and recommended vitamins and supplements.  
19 Respondent failed to recommend or refer Patient A for a cardiac workup. The standard of care  
20 dictates further evaluation with an echocardiogram or electrocardiogram is necessary for a patient  
21 with a highly elevated NT-proBNP as this can indicate heart failure or cardiac disease.

22 9. Patient A saw Respondent on no less than four (4) occasions from April 15, 2016,  
23 through February 13, 2018, during which time, the Respondent ordered repeated lab testing  
24 showing Patient A had sustained highly elevated NT-proBNP levels. Respondent failed to either  
25 appropriately discuss or document the significance of Patient A's NT-proBNP level with the  
26 Patient during any of these visits. Furthermore, Respondent repeatedly failed to refer Patient A to  
27 a cardiologist during this period of time, despite continual elevated NT-proBNP results and a  
28 history of recent ventricular tachycardia.

1           10.    During the Respondent's care of Patient A from April 15, 2016 through  
2 February 13, 2018, Respondent repeatedly ordered provoked urine testing with DMSA to evaluate  
3 Patient A's lead level, despite a normal urine test in February, 2016.

4           11.    On February 13, 2018, Respondent ordered an electrocardiogram and a referral to  
5 cardiology for Patient A, twelve (12) months after Patient A's first abnormal NT-proBNP results.

6           12.    On March 21, 2018, Patient A was seen by a cardiologist and an echocardiogram  
7 and electrocardiogram were performed, among other tests. The results showed a diminished  
8 ejection fraction of 20-25%, hypokinesis, multiple valvular abnormalities, and an inferior wall  
9 ischemia.

10          13.    Respondent informed Patient A on March 29, 2018, of the echocardiogram results  
11 and recommend further provoked urine testing for lead levels. Respondent also ordered tests for  
12 Lyme disease, Ehrlichiosis, and Babesia without a clinical indication that these tests were  
13 necessary in her records.

14          14.    On June 29, 2018, and again on July 3, 2018, Respondent reported a positive test  
15 result for antibodies to Lyme disease, Ehrlichiosis, and Babesia. Respondent recommended  
16 multiple supplements for treatment, despite clearly labeled negative lab results for both Lyme  
17 disease and Ehrlichiosis. Respondent notes Patient A's NT-proBNP was 3507 on July 3, 2018.

18          15.    During the course of Patient A's treatment with Respondent, Respondent  
19 continually failed to note the importance of consistently high lab markers indicating heart failure  
20 in Patient A, who had previously been hospitalized for sustained ventricular tachycardia.  
21 Respondent repeatedly ordered provoked urine testing utilizing DMSA for lead toxicity with no  
22 documented neurologic deficits, complaints or history that suggested exposure to lead, despite the  
23 February 24, 2016, test showing normal lead levels. Furthermore, Respondent ordered tests for  
24 Lyme disease and its co-infections for Patient A without documenting a reason for these tests and  
25 reported a positive test result to the Patient on two occasions, despite clear negative lab results.

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**COUNT I-II**

**NRS 630.301(4) - Malpractice**

16. All of the allegations contained in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

17. NRS 630.301(4) provides that malpractice of a physician is grounds for initiating disciplinary action against a licensee.

18. NAC 630.040 defines malpractice as “the failure of a physician, in treating a patient, to use the reasonable care, skill, or knowledge ordinarily used under similar circumstances.”

19. As demonstrated by, but not limited to, the above-outlined facts, Respondent committed malpractice by failing to understand and appropriately evaluate Patient A’s abnormal lab results. Respondent failed to appreciate the significance of Patient A’s consistently raised NT-proBNP and react appropriately, despite Patient A’s history of ventricular tachycardia.

20. Respondent also failed to use the reasonable care, skill or knowledge ordinarily used under similar circumstances when rendering medical services to Patient A as demonstrated by the Respondent’s delay in appropriately evaluating the Patient’s sustained elevated NT-proBNP which led to a significant delay in treatment and harm to Patient A.

21. By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

**COUNT III**

**NRS 630.306(1)(g) - Continual Failure to Exercise Skill or Diligence**

22. All of the allegations contained in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

23. Continual failure by the Respondent to exercise the skill or diligence or use the methods ordinarily exercised under the same circumstances by physicians in good standing practicing in the same specialty or field is grounds for disciplinary action against a licensee pursuant to NRS 630.306(1)(g).

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COUNT V

**NRS 630.3062(1)(a) - Failure to Maintain Proper Medical Records**

31. All of the allegations contained in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

32. NRS 630.3062(1)(a) provides that the “failure to maintain timely, legible, accurate and complete medical records relating to the diagnosis, treatment and care of a patient” constitute grounds for initiating discipline against a licensee.

33. Respondent failed to maintain proper medical records relating to the diagnosis, treatment, and care of Patient A, by failing to correctly document her clinical reasoning when ordering tests for Lyme disease and its coinfections as well as erroneously informing the Patient of positive test results on labs clearly marked negative.

34. By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

COUNT VI

**NRS 630.301(7) – Violation of Patient Trust and Exploitation of Physician and Patient Relationship for Financial or Personal Gain**

35. All of the allegations contained in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

36. NRS 630.301(7) provides that “engaging in conduct that violates the trust of a patient and exploits the relationship between the physician and the patient for financial or other personal gain” is grounds for initiating discipline against a licensee.

37. As demonstrated by, but not limited to, the above-outlined facts, Respondent violated the trust of Patient A and exploited the physician-patient relationship by erroneously informing Patient A of positive test results for Lyme disease for the motive of selling additional testing, treatments, and supplements despite clear negative lab results. Respondent also subjected Patient A to repeated provoked urine testing with DMSA for lead, despite normal lead results on Patient A’s initial presentation.

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1 **WHEREFORE**, the Investigative Committee prays:

2 1. That the Board give Respondent notice of the charges herein against her and give  
3 her notice that she may file an answer to the Complaint herein as set forth in NRS 630.339(2)  
4 within twenty (20) days of service of the Complaint;

5 2. That the Board set a time and place for a formal hearing after holding an Early  
6 Case Conference pursuant to NRS 630.339(3);

7 3. That the Board determine what sanctions to impose if it determines there has been  
8 a violation or violations of the Medical Practice Act committed by Respondent;

9 4. That the Board award fees and costs for the investigation and prosecution of this  
10 case as outlined in NRS 622.400;

11 5. That the Board make, issue and serve on Respondent its findings of fact,  
12 conclusions of law and order, in writing, that includes the sanctions imposed; and

13 6. That the Board take such other and further action as may be just and proper in these  
14 premises.

15 DATED this 9<sup>th</sup> day of October, 2022.

16 INVESTIGATIVE COMMITTEE OF THE  
17 NEVADA STATE BOARD OF MEDICAL EXAMINERS

18 By: \_\_\_\_\_

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