

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

MAY 13 2020

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2  
3 IN THE MATTER OF: )  
4 CHRISTOPHER HUSSAR, D.O., )  
5 License No. 721, )  
6 Respondent. )

Case No. PB1805006

FILED

STIPULATION TO MODIFY SETTLEMENT  
AGREEMENT AND ORDER

7 The Nevada State Board of Osteopathic Medicine (the Board), by and through its counsel Louis  
8 Ling and Respondent, by and through his counsel Hal Taylor hereby stipulate to modify the Settlement  
9 Agreement and Order approved by the Board in this matter on January 14, 2020. This Stipulation and  
10 Order is made and based upon the pleadings and papers herein and upon the following terms and  
11 conditions.

12 BACKGROUND

13 1. On January 14, 2020, the Board approved a Settlement Agreement and Order (SAO) in this  
14 matter that had been negotiated by the Investigating Board Member (IBM) Dr. Ricardo Almaguer and  
15 Dr. Hussar. In the SAO, the parties agreed: (1) that Dr. Hussar would pay the Board's fees and costs  
16 totaling \$5,900.00; (2) that Dr. Hussar pay a fine of \$5,000.00, which would be reduced to \$2,000.00 if  
17 Dr. Hussar fully complied with the other terms of the SAO; (3) that Dr. Hussar could negotiate a  
18 payment plan with the Executive Director for the payment of the fees and costs and fine; and (4) that  
19 Dr. Hussar would be on probation for one year. One of the terms and conditions of the probation  
20 required Dr. Hussar to have his practice monitored by a physician appointed by the Board.

21 2. Pursuant to the terms of the SAO, the Board appointed Dr. Dennis Patterson to serve as Dr.  
22 Hussar's practice monitor. Pursuant to the SAO, Dr. Patterson met once with Dr. Hussar in March  
23 2020. Dr. Patterson reported to the IBM that Dr. Hussar had determined to cease treating patients and  
24 had, therefore, referred his few remaining patients to other practitioners. Dr. Hussar indicated concerns  
25 with payment of the amounts ordered in the SAO and with continuing with practice monitoring in view  
26 of his having no practice to monitor.

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1 waive the necessity that the Board create findings of fact, conclusions of law, and an order pursuant to  
2 NRS ch. 233B.

3 **STIPULATED TERMS AND CONDITIONS**

4 This Stipulation and Order is made and based upon and to effectuate the following terms  
5 and conditions:

6 1. Dr. Hussar shall pay to the Board's office the sum of \$2,000.00 in certified funds made  
7 payable to the Nevada State Board of Osteopathic Medicine to be received before this Stipulation and  
8 Order can or will be presented to the Board on May 12, 2020.

9 2. Dr. Hussar shall surrender his license to practice osteopathic medicine (License No. 721) to  
10 the Board on or before May 12, 2020. Dr. Hussar shall send to the Board's office his license certificate  
11 and any wallet cards he has in his possession before May 12, 2020. The surrender of the license will be  
12 in the context of his disciplinary action and may be treated by this Board and other sister-state boards as  
13 a revocation or a surrender in lieu of further discipline. Dr. Hussar represents that he has no intention  
14 of applying for any form of licensure in Nevada in the future as an Osteopathic Physician, and Dr.  
15 Hussar understands that this Board is agreeing to this Stipulation based on this representation. -After  
16 satisfying the conditions of the SAO, Dr. Hussar may apply for licensure in Nevada in the future. If he  
17 does so, the Board may consider the allegations in this case in its review of such application. However,  
18 nothing in this Stipulation, nor in the SAO it modifies requires the Board to approve any application for  
19 licensure by Dr. Hussar in the future.

20 3. All other terms and conditions of discipline in the Settlement Agreement and Order approved  
21 by the Board on January 14, 2020 are of no effect and are hereby nullified and replaced by the  
22 preceding two paragraphs.

23 4. This Stipulation and Order shall, if ratified by the Board, become a public order and shall be  
24 published in the same way as was the SAO.

25 Signed this 12 day of May, 2020.

26 DR. CHRISTOPHER HUSSAR

HAL TAYLOR, ESQ

27 By   
28 CHRISTOPHER HUSSAR, D.O.

By   
HAL TAYLOR

1 NEVADA STATE BOARD OF  
2 OSTEOPATHIC MEDICINE

STAFF FOR THE NEVADA STATE OF  
OSTEOPATHIC MEDICINE

3 By Ricardo Almaguer  
4 RICARDO ALMAGUER, D.O.

By Louis Ling  
LOUIS LING

5  
6 **ORDER**

7 WHEREAS, on May 12, 2020, the Nevada State Board of Osteopathic Medicine  
8 approved and adopted the terms and conditions set forth in the Stipulation Modifying Settlement  
9 Agreement and Order with Christopher Hussar, D.O. IT IS SO ORDERED.

10 SIGNED AND EFFECTIVE this 12 day of May, 2020.

11 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

12 Ronald Hedger  
13 Ronald Hedger, D.O., President and Presiding Officer

14 Nevada State Board of Osteopathic Medicine  
15 2275 Corporate Circle, Suite 210 - Henderson, NV 89074  
16 (702) 732-2147  
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1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

2 IN THE MATTER OF:

3 CHRISTOPHER HUSSAR, D.O.

4 License No. 721

5 **RESPONDENT.**

) Case No.: PB1805006

) NV STATE BOARD OF  
) OSTEOPATHIC MEDICINE

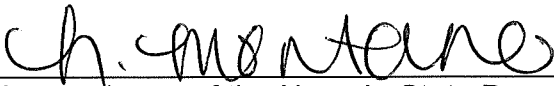
) MAY 13 2020

) **FILED**

6 **CERTIFICATE OF SERVICE**

7  
8 I hereby certify that on the 13th day of May, 2020, I served a copy of the ABOVE Notice  
9 with attachment upon the parties to this matter, via U.S. Postal Service, postage thereon  
10 prepaid, at their last known address on file with this Board.

11 Christopher Hussar, D.O.

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13 An employee of the Nevada State Board of  
14 Osteopathic Medicine

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3 IN THE MATTER OF: )  
4 CHRISTOPHER HUSSAR, D.O., )  
5 License No. 721, )  
6 Respondent. )

Case No. PB1805006

FILED

SETTLEMENT AGREEMENT AND ORDER

7 The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating  
8 board member Ricardo Almaguer, D.O. (hereinafter "IBM") and its counsel Louis Ling hereby enters  
9 into this settlement agreement with Christopher Hussar, D.O. (License No. 721), represented by Hal  
10 Taylor. Pursuant to chapter 233B and chapter 633 of the Nevada Revised Statutes (NRS) and Nevada  
11 Administrative Code (NAC), it is hereby stipulated and agreed, by and between the parties in the  
12 above-entitled matter, that this matter shall be fully and finally settled and resolved upon terms and  
13 conditions set out herein.

14 PERTINENT FACTS

15 1. At all times pertinent to this matter, Christopher Hussar, D.O., was and is licensed by the  
16 Board to practice osteopathic medicine in Nevada (License No. 721). Dr. Hussar is board certified in  
17 family medicine.

18 2. In the Fall of 2018, the Board office received a complaint against Dr. Hussar. The complaint  
19 alleged that Dr. Hussar was the "medical director" for a medical aesthetics business, Revenge MD,  
20 located at 10605 Double R Boulevard in Reno, Nevada. The complaint alleged that Dr. Hussar may  
21 have engaged in acts that might constitute violation of NRS ch. 633 and NAC ch. 633, which are  
22 enforced by the Board. After determining that the complaint was within the jurisdiction of the Board,  
23 the complaint was assigned to the Board's investigative staff to commence an investigation into the  
24 complaint and allegations made against Dr. Hussar.

25 3. In the course of the investigation, the Board's staff obtained documents from Dr. Hussar,  
26 including but not limited to patient medical records and several written statements from Dr. Hussar.  
27 Because Dr. Hussar could not obtain the complete documents requested by the Board's staff from  
28 Revenge MD, the Board's staff subpoenaed documents from Revenge MD. The Board's staff

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1 ultimately had to seek recourse against Revenge MD from the Second Judicial District Court to obtain  
2 compliance with the subpoenas (Case. No. CV19-00878). Ultimately, the Board's staff obtained  
3 documents from Revenge MD, which documents included but were not limited to, patient medical  
4 records.

5 4. The investigation by the Board's staff determined the following:

6 (a) Dr. Hussar began working as the "medical director" for Revenge MD in 2016. Initially, the  
7 business was operated at 5470 Kietzke Lane in Reno Nevada, but in the Spring of 2017 the business  
8 relocated to 10605 Double R Boulevard in Reno, Nevada. Revenge MD offered various cosmetic  
9 services, many of which involved the use of prescription drugs such as Botox, dermal fillers, and  
10 medications for weight loss.

11 (b) Regarding weight loss patients, the medical records show that Dr. Hussar saw weight loss  
12 patients personally on their initial visits. The medical records show that a cursory physical examination  
13 was usually conducted by Dr. Hussar and he would thereafter prescribe phentermine and metformin and  
14 would also administer vitamin B12 injections. The medical records rarely showed that Dr. Hussar  
15 personally saw the patients thereafter; rather, the pattern indicated in the medical records was that the  
16 patients would return to Revenge MD where they would be seen by Registered Nurses (RNs) or  
17 unlicensed personnel employed by Revenge MD. These persons would, in most cases, weigh the  
18 patients, after which Dr. Hussar would authorize refills of the prescriptions and administer vitamin B12  
19 shots. While the prescribing of phentermine for weight loss is within the standard of care for bariatric  
20 medicine, its use is restricted in time and is only to be continued where a patient is consistently losing  
21 weight. The records show that Dr. Hussar prescribed phentermine for patients for long time periods  
22 (many months) and often continued to prescribe phentermine after the patients had ceased losing  
23 weight.

24 (c) Regarding weight loss patients, Dr. Hussar diagnosed two patients with hypothyroidism for  
25 whom he then prescribed Armor Thyroid for weight loss purposes. The medical records contain no  
26 diagnostics indicating hypothyroidism. The use of Armor Thyroid for bariatric purposes is not within  
27 the standard of care for the practice of bariatric medicine, but would be within standard of care if a  
28 patient had hypothyroidism.

1 (d) Regarding cosmetic patients, Dr. Hussar did not see these patients personally, either at initial  
2 visit or thereafter. Instead, through documents drafted by Revenge MD and executed by Dr. Hussar,  
3 Dr. Hussar granted authority to RNs employed by Revenge MD to govern the entirety of the care of  
4 patients receiving Botox and dermal fillers. The medical records bear out that Dr. Hussar did not see  
5 these patients and did not administer the prescription drugs.

6 (e) Regarding Botox in particular, Dr. Hussar signed a policy with RNs employed by Revenge  
7 MD that indicated his only involvement with Botox patients was to provide the RN with the key to the  
8 refrigerator. The policy further authorized the RN to reconstitute the Botox, draw it up into 12 unit  
9 syringes, use several syringes on one patient, and then store the remaining syringes in the refrigerator  
10 for use on other patients within a four-hour period. The remaining syringes were to be destroyed at the  
11 end of the RN's shift. This policy is contrary to the manufacturer's direction that single-use products,  
12 such as Botox, are to be reconstituted and used on a single patient, with excess product not to be used  
13 on other patients.

14 (f) The medical records made by Dr. Hussar were scant and substandard. In particular, the  
15 physical examinations, when they were documented, were nothing more than a recordation of vitals and  
16 a questionnaire filled out by the patient. The records did not contain any medical analysis, diagnosis, or  
17 plan of treatment. For cosmetic patients, there were no medical records.

18 (g) The records obtained from Dr. Hussar and Revenge MD contain no indication of supervision  
19 or involvement by Dr. Hussar in the care of any of the cosmetic patients, and only occasionally with the  
20 weight loss patients after the initial visit. Some of the records do contain undated initials presumably  
21 made by Dr. Hussar, but such initials are not indication of or substitute for actual supervision of the  
22 staff of Revenge MD who were providing medical services.

23 (h) The records related to the ordering, receiving, and handling of the prescription drugs used in  
24 Revenge MD show that Dr. Hussar had no direct involvement or supervision of the ordering, receiving,  
25 or handling of the prescription drugs. Prescription drugs may have been ordered in Dr. Hussar's name  
26 without his knowledge. According to Dr. Hussar's written statement provided during the investigation,  
27 prescription drugs were taken out of the Revenge MD facility to be administered at locations – such as  
28 the Mustang Ranch and other non-medical facilities – by unlicensed personnel and sometimes with Dr.



1 Hussar's knowledge and assent, but Dr. Hussar claimed he put a stop to the off-site practices while he  
2 was employed at Revenge MD.

3 **ACKNOWLEDGMENTS AND APPLICABLE LAW**

4 This Settlement Agreement and Order is made and based upon the following acknowledgments  
5 by the parties:

6 1. Dr. Hussar is aware of, understands, and has been advised of the effect of this Settlement  
7 Agreement and Order, which he has carefully read and fully acknowledged. Dr. Hussar consulted with  
8 and was represented by competent counsel of his choice, namely, Hal Taylor.

9 2. Dr. Hussar has entered into the Settlement Agreement and Order, and he is aware of his  
10 rights to contest the charges pending against him. Dr. Hussar acknowledges that this Settlement  
11 Agreement and Order is being entered into prior to and without a formal Complaint having been filed  
12 by the Board, and he is voluntarily waiving his right to have the Board file a formal Complaint and all  
13 of his rights that would flow therefrom. These rights include representation by an attorney at his own  
14 expense, the right to a public hearing on any charges or allegations formally filed, the right to confront  
15 and cross-examine witnesses called to testify against him, the right to present evidence on his own  
16 behalf, the right to testify on his own behalf, the right to obtain any other type of formal judicial review  
17 of this matter, and any other rights which may be accorded to him pursuant the provisions of Chapters  
18 233B, 622, 622A, and 633 of the NRS and the NAC. Dr. Hussar is waiving all these rights in exchange  
19 for the Board's acceptance of this Settlement Agreement and Order.

20 3. Should the Settlement Agreement and Order be rejected by the Board, it is agreed that  
21 presentation to and consideration by the Board of such proposed Settlement Agreement and Order or  
22 other documents or matters pertaining to the consideration of this Settlement Agreement and Order  
23 shall not unfairly or illegally prejudice the Board or any of its members from further participation,  
24 consideration, adjudication, or resolution of these proceedings and that no Board member shall be  
25 disqualified or challenged for bias.

26 4. Dr. Hussar and the Board acknowledge that NRS 633.691 provides immunity for the Board,  
27 its employees, and its retained specialists from any potential action that might be brought by Dr. Hussar  
28 and that for the purposes of NRS 633.691, Dr. Hussar acknowledges that the Board, its employees, and

1 its retained specialists have acted in good faith throughout the conduct of this matter. Dr. Hussar and  
2 the Board further acknowledge that NRS 633.691 provides osteopathic physicians such as Dr. Hussar  
3 with certain protections against administrative actions by the Board, which protections are inapplicable  
4 in this matter.

5 5. Dr. Hussar acknowledges that the Settlement Agreement and Order shall only become  
6 effective after both the Board and he have duly executed it.

7 6. Dr. Hussar enters into this Settlement Agreement and Order after being fully advised of his  
8 rights and as to the consequences of this Settlement Agreement and Order. This Settlement Agreement  
9 and Order embodies the entire agreement reached between the Board and Dr. Hussar. It may not be  
10 altered, amended, or modified without the express consent of the parties.

11 7. In an effort to avoid the cost and uncertainty of a hearing, the parties have agreed to settle  
12 this matter. In settling this matter, Dr. Hussar admits that the facts contained in the "Pertinent Facts"  
13 section constitute violations of Nevada Revised Statutes (NRS) 633.511(1)(a) (unprofessional conduct),  
14 NRS 633.511(1)(e) (professional incompetence), NRS 633.131(1)(d) (aiding and abetting unlicensed  
15 practice), NRS 633.131(1)(f)(2) (practice detrimental to the public health or safety), NRS 633.131(1)(k)  
16 (violation of Board and Board of Pharmacy statutes and regulations), NRS 633.131(1)(m) (failing to  
17 generate medical records), and Nevada Administrative Code (NAC) 633.350(1)(e) (failing to generate  
18 medical records), and NAC 633.350(1)(k) (failure to supervise medical assistant). If the Board  
19 approves this Settlement Agreement and Order, it shall be deemed and considered disciplinary action  
20 by the Board against Dr. Hussar.

21 8. Both parties acknowledge that it is in the best interests of each to resolve this matter without  
22 a full hearing on the merits because of the cost and risk involved for each party.

23 9. Both parties acknowledge that the Board has jurisdiction to consider and ratify this  
24 settlement agreement and order because Dr. Hussar is an osteopathic physician licensed by the Board.  
25 Dr. Hussar expressly, knowingly, and intentionally waives the 21-day notice requirement contained in  
26 the Nevada Open Meeting Law and acknowledges that this settlement agreement and order may be  
27 presented to the Board for its consideration and potential ratification at the Board's meeting on January  
28 14, 2020.

**STIPULATED ADJUDICATION**

Based upon the above acknowledgments of the parties and their mutual agreement, the parties stipulate and agree that the following terms of discipline should be imposed by the Board in this matter:

1. Dr. Hussar shall pay the sum of \$5,900.00 as payment of the Board’s actual costs for the investigation and prosecution of this matter.

2. Dr. Hussar shall be fined \$5,000.00 pursuant to NRS 633.651(1)(f). Dr. Hussar shall be required to pay only \$2,000.00 of the fine initially, and if he successfully completes the other terms and conditions of this Settlement Agreement and Order, the Board will waive the remaining \$3,000.00 of the fine.

3. All sums shall be made by certified or cashier’s check made payable to “Nevada State Board of Osteopathic Medicine.” Dr. Hussar may negotiate terms of payment with the Board’s Executive Director by which payment in full of the fees and costs and the fine shall be accomplished no later than 12 months from the effective date of this Settlement Agreement and Order.

4. Dr. Hussar’s license shall be on probation for a period of one year commencing on the effective date of this Settlement Agreement and Order. The terms and conditions of probation shall be as follows:

(a) Dr. Hussar shall maintain his license on either active or inactive status throughout the term of probation.

(b) Dr. Hussar shall comply with all laws related to the practice of osteopathic medicine, whether state or federal, whether statutory or regulatory, and whether contained in NRS and NAC chapters 633, 453, 454, 585, and 639.

(c) Dr. Hussar shall confine his practice to: (1) treating patients with whom he has a physician-patient relationship at the time of the effective date of this Settlement Agreement and Order; and (2) providing radiologic consultations and reports to other physicians. Dr. Hussar shall confine his prescribing of opioids and other medications for pain to the issuance of an initial five-day supply and shall advise his patient in pain to receive additional pain medications from another physician. Dr. Hussar shall not perform cosmetic or bariatric treatments or procedures except for patients with whom

1 he has a physician-patient relationship at the time of the effective date of this Settlement Agreement  
2 and Order.

3 (d) The Board shall identify an osteopathic physician who shall monitor Dr. Hussar's practice of  
4 osteopathic medicine (Practice Monitor). Dr. Hussar shall provide to the Board's office within five  
5 days of the effective date of this Settlement Agreement and Order a list of all persons with whom he has  
6 a patient-physician relationship and whom he intends to continue to see and treat. If Dr. Hussar adds  
7 any additional patients to his practice, he shall so notify the Board's office within 10 days of adding the  
8 patient to his practice so that the Board can add that patient's name to the list. The Practice Monitor  
9 may request from Dr. Hussar any records deemed needed by the Practice Monitor to assure that Dr.  
10 Hussar's practice of medicine is fully compliant with the Settlement Agreement and Order and all  
11 applicable state and federal statutes and regulations. Such records may relate to treatments rendered to  
12 existing patients or consultations provided or both. Dr. Hussar shall fully comply with all reasonable  
13 requests from the Practice Monitor. At least quarterly, the Practice Monitor shall report his or her  
14 activities, findings, and recommendations to the Board's office. If the Practice Monitor identifies  
15 violations of this Settlement Agreement and Order or any applicable state or federal statutes or  
16 regulations, the Practice Monitor shall notify the Investigative Board Member (IBM) and Dr. Hussar of  
17 such, and Dr. Hussar and the IBM shall thereafter consult to establish a mode and time by which Dr.  
18 Hussar will bring his practice into conformance and compliance.

19 (e) The Board may monitor Dr. Hussar's prescribing of controlled substances through  
20 reasonable random audit of his records and through review of his prescriber's profile.

21 (f) Dr. Hussar's probationary period shall not expire if he has violated any of its terms or has  
22 failed to pay the sums due.

23 3. After the probationary term has expired, Dr. Hussar agrees he shall continue to confine his  
24 practice as described in paragraph 4(c) above. Dr. Hussar shall never practice in any cosmetic or  
25 weight loss practice or in any similar business owned and operated by an unlicensed person. Before  
26 taking any employment, Dr. Hussar shall notify the Board's office of his intent to enter into the  
27 employment, and the IBM shall notify Dr. Hussar within ten days thereafter whether the employment  
28

1 comports with this paragraph. If the IBM determines that the employment does not comport with this  
2 paragraph, he or she shall so notify Dr. Hussar and Dr. Hussar may not accept the employment.

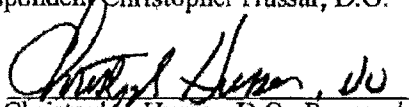
3 4. Dr. Hussar shall meet with the Board or its representatives upon reasonable request and shall  
4 reasonably cooperate with such representatives in their supervision, monitoring, investigation, or  
5 auditing to assure compliance with the terms and conditions of this order.


6 5. Dr. Hussar's failure to comply with any term or condition of this Settlement Agreement and  
7 Order may result in further discipline by the Board, up to and potentially including revocation of his  
8 license. The Board's staff may take any and all actions it deems necessary to collect any sums ordered  
9 that remain unpaid. If the Board's staff is required to pursue judicial action to affect such collections, it  
10 shall be entitled to recover its attorney's fees and costs incurred in pursuing such judicial action.

11 Signed this 6th day of January, 2020.

12 Respondent Christopher Hussar, D.O.

Hal Taylor

13 By   
14 Christopher Hussar, D.O., Respondent

By   
Hal Taylor  
Counsel for Respondent

16 Nevada Board of Osteopathic Medicine

Louis Ling, Esq.

18 By \_\_\_\_\_  
Ricardo Almaguer, D.O.  
Investigating Board Member

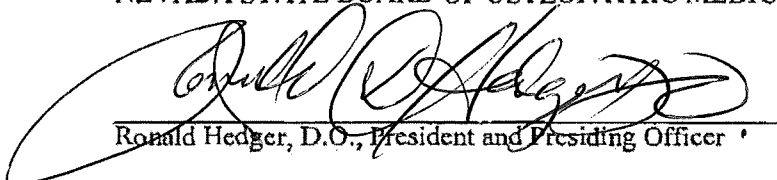
By   
Louis Ling  
Board Counsel

21 **ORDER**

22 WHEREAS, on January 14, 2020, the Nevada State Board of Osteopathic Medicine  
23 approved and adopted the terms and conditions set forth in the Settlement Agreement and Order with  
24 Christopher Hussar, D.O. IT IS SO ORDERED.

25 SIGNED AND EFFECTIVE this 14 day of January, 2020.

26 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

27   
28 Ronald Hedger, D.O., President and Presiding Officer



