

# Frank Anthony SHALLENBERGER

**License Number:**

4951

**License Type:**

Medical Doctor

**License Status:**

Active

**Initial License Date:**

Jan-07-1984

**Expiration Date:**

Jun-30-2025

**Public Address:**

[REDACTED]

**Public City:**

Carson City

**Public State:**

Nevada

**Public ZIP Code:**

89703

**Public Country:**

United States

**Public Phone Number:**

[REDACTED]

**Credential:**

M.D.

## Specialties

Specialty
Internal Medicine
Homeopathathy

## Education History

Institution	Degree/Certificate	Date Enrolled	Date To
University of Maryland / Baltimore, MD	Medical Doctor Degree	N/A	Jun-01-1973

## Postgraduate Training

Institution	Program Type	Specialty Type	Start Date	End Date
Mt Zion Hospital & Medical Ctr / San Francisco, CA	Internship	Surgery,General	Jun-24-1973	Jun-23-1974

## Board Actions

Summary	Attachments
<p><b>STIPULATION FOR SETTLEMENT      NOVEMBER 3, 1995</b></p> <p>The Board entered into a Stipulation for Settlement with Dr. Shallenberger and ordered that he receive a public written reprimand and pay the administrative and investigative costs incurred by the board.</p> <p>Settlement Agreement and Final Order: Two (2) pages</p>	N/A

Summary	Attachments
<p><b>FORMAL COMPLAINT      May 22, 2006</b></p> <p>The Investigative Committee of the Nevada State Board of Medical Examiners filed a formal Complaint against Frank Shallenberger, M.D. (Respondent), on May 22, 2006, for alleged substandard medical care rendered to a seventy-six year old male patient, as per Count I (violation of NRS 630.301(4)). Respondent allegedly violated Section 630.301 of the Nevada Revised Statutes by failing to use reasonable care, skill, or knowledge ordinarily used under similar circumstances.</p> <p>Complaint: four (4) Pages</p>	<p>N/A</p>
<p><b>SETTLEMENT AGREEMENT      September 14, 2007</b></p> <p>A Settlement Agreement was approved and accepted by the Nevada State Board of Medical Examiners (Board), whereby, Frank Shallenberger M.D. (Respondent), by not contesting, hereby agrees, and does not contest, that an order may be entered herein by the Board finding that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act, to wit: that in treating the patient referenced in the original complaint filed by the Investigative Committee (IC), Respondent's allopathic care and associated medical record keeping of the underlying patient were inconsistent with the appropriate standard of care that should have been applied based upon the circumstances, and therefore tantamount to a violation of NRS 630.301(4), that Respondent shall be publicly reprimanded, the Respondent shall be fined in the amount of \$5,000.00, and that within one year of the acceptance, adoption and approval of this agreement, Respondent shall complete sixteen (16) hours of Continuing Medical Education (CME) regarding the subject of cancer screening and diagnosis, which are to be approved by the IC Chairman in advance of their accomplishment. The aforementioned CME's are to be in addition to any CME requirements which are regularly imposed upon Respondent as a condition of licensure in the State of Nevada. Further, Respondent shall reimburse the Board the reasonable costs and expenses incurred in the investigation and prosecution of this case in the current amount of \$6,457.57, plus any additional costs that may be accrued subsequent in the disposition of this matter. The aforementioned fine and costs are to be paid to the Nevada State Board of Medical Examiners within sixty (60) days of the acceptance, adoption and approval of this Agreement by the Board.</p> <p>Settlement Agreement: six (6) Pages</p>	<p>N/A</p>
<p><b>COMPLIANCE      September 18, 2008</b></p> <p>Dr. Shallenberger completed all terms and conditions of his September 14, 2007, Settlement, Waiver and Consent Agreement.</p>	<p>N/A</p>
<p><b>FORMAL COMPLAINT      JULY 31, 1995</b></p> <p>The Investigative Committee of the Nevada State Board of Medical Examiners filed a formal Complaint against Dr. Shallenberger due to the surrender of his California medical license. Copies; Complaint 3 pages</p>	<p>N/A</p>
<p><b>FORMAL COMPLAINT      Case No. 23-7127-1      April 21, 2023</b></p> <p>The Investigative Committee of the Nevada State Board of Medical Examiners filed a formal Complaint against Frank Anthony Shallenberger, M.D. alleging six (6) violations of Nevada Revised Statutes (NRS) Chapter 630. Count I and Count IV: Allege violation of NRS 630.301(4) Malpractice. Count II, Count III and Count V: Allege violation of NRS 630.3062(1)(a) Failure to Maintain Complete Medical Records. Count VI: Alleges a violation of NRS 630.306(1)(c) Unlawful Prescribing of Controlled Substance or Dangerous Drug.</p> <p>Complaint: eight (8) pages.</p>	<p>Complaint 23-7127-1.pdf</p>
<p><b>COMPLIANCE      Case No. 23-7127-1      May 20, 2024</b></p> <p>Completed all terms of the settlement agreement for the above case as of May 16, 2024.</p> <p>*****</p> <p><b>SETTLEMENT AGREEMENT AND ORDER      Case No. 23-7127-1      December 1, 2023</b></p> <p>On December 1, 2023, the Nevada State Board of Medical Examiners (Board) accepted and approved a Settlement Agreement which allowed for an order to be entered finding that Dr. Shallenberger violated NRS 630.3062(1)(a) and NRS 630.306(1)(c), as set forth in Counts II, III, V and VI of the Complaint, and ordered the following: Dr. Shallenberger shall receive a public reprimand; pay a fine in the amount of \$5,000; complete 22 hours of Continuing Medical Education (CME), in addition to his statutory CME requirements for licensure; and reimburse the Board's fees and costs incurred in the investigation and prosecution of the case. Counts I and IV of the Complaint were dismissed with prejudice.</p> <p>Settlement Agreement and Order: eight (8) pages.</p>	<p>Settlement Agreement and Order - 23-7127-1.pdf</p>

**Current Employment Status / Conditions / Restrictions on License / Prior Malpractice Claims**

Summary	Attachments
PROFESSIONAL LIABILITY CLAIM, SETTLEMENT, OR JUDGEMENT OF \$5,000 OR MORE: 1) Date received by the Board: 06/14/2007 Reported by: MLAN nka INdependent Nevada Doctors Insurance Exchange Date of act/omission: 04/24/2003 Details: Failure to diagnose colon cancer resulted in death. Settlement amount: \$300,000 Total pages: 2	N/A

**Malpractice Information**

Summary	Attachments
None.	

OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2559

1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**  
2 **OF THE STATE OF NEVADA**

3 \* \* \* \* \*

4  
5 **In the Matter of Charges and Complaint**

**Case No. 23-7127-1**

6 **Against:**

FILED

7 **FRANK ANTHONY SHALLENBERGER, M.D.,**

DEC 01 2023

8 **Respondent.**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: *[Signature]*

9  
10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners  
12 (Board), by and through Donald K. White, Senior Deputy General Counsel for the Board and  
13 attorney for the IC, and Frank Anthony Shallenberger, M.D. (Respondent), a licensed physician in  
14 Nevada, assisted by his attorney, Lyn E. Beggs, Esq., of the Law Offices of Lyn E. Beggs, PLLC  
15 hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

16 **A. BACKGROUND**

17 1. Respondent is a medical doctor currently licensed in active status by the Board  
18 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada  
19 Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in  
20 Nevada. His license was originally issued on January 7, 1984 (License No. 4951).

21 2. On April 21, 2023, in Case No. 23-7127-1, the IC filed a formal Complaint  
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
23 Complaint alleges two (2) violations of NRS 630.301(4), Malpractice (Counts I and IV); three (3)  
24 violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts II, III, and  
25 V); and one (1) violation of NRS 630.306(1)(c), Unlawful Prescribing of Controlled Substance or  
26

27 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter and any  
28 subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore,  
Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another  
state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or  
federal court proceeding, or any credentialing or privileges matter.

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1 Dangerous Drug (Count VI). By reason of the foregoing, Respondent is subject to discipline by  
2 the Board as provided in NRS 630.352.

3 3. Respondent was properly served with a copy of this Complaint, has reviewed and  
4 understands this Complaint, and has had the opportunity to consult with competent counsel  
5 concerning the nature and significance of this Complaint.

6 4. Respondent is hereby advised of his rights regarding this administrative matter, and  
7 of his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has  
8 certain rights in this administrative matter as set out by the United States Constitution, the Nevada  
9 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is  
10 contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is  
11 contained in NRS Chapter 233B and 622A. These rights include the right to a formal hearing on  
12 the allegations in the Complaint, the right to representation by counsel, at his own expense, in the  
13 preparation and presentation of his defense, the right to confront and cross-examine the witnesses  
14 and evidence against him, the right to written findings of fact, conclusions of law and order  
15 reflecting the final decision of the Board, and the right to judicial review of the Board's order, if  
16 the decision is adverse to him.

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

22 6. Respondent understands and agrees that this Agreement, by and between  
23 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the  
24 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent  
25 understands that the IC shall advocate for the Board's approval of this Agreement, but that the  
26 Board has the right to decide in its own discretion whether or not to approve this Agreement.  
27 Respondent further understands and agrees that if the Board approves this Agreement, then the  
28 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

1 **B. TERMS & CONDITIONS**

2 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters  
3 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and  
4 conditions:

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

8 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**  
9 Respondent acknowledges he is represented by counsel and wishes to resolve the matters  
10 addressed herein with said counsel. Respondent agrees that if representation by counsel in this  
11 matter materially changes prior to entering into this Agreement and for the duration of this  
12 Agreement, that counsel for the IC will be timely notified of the material change. Respondent  
13 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to  
14 have a full consultation with and upon the advice of legal counsel.

15 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms  
16 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection  
17 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives  
18 all rights arising under the United States Constitution, the Nevada Constitution, the Medical  
19 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that  
20 may apply to him in connection with the administrative proceedings resulting from the Complaint  
21 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in  
22 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.  
23 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this  
24 Agreement, without a hearing or any further proceedings and without the right to judicial review.

25 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering  
26 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent  
27 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in  
28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

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1 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit  
2 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential  
3 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has  
4 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the  
5 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent  
6 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to  
7 effectuate this Agreement.

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

12             a.     Respondent admits to Counts II, III and V, three (3) violations of  
13 NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records; and Count VI, one (1)  
14 violation of NRS 630.306(1)(c), Unlawful Prescribing of Controlled Substance or Dangerous  
15 Drug.

16             b.     Respondent shall pay a fine of five thousand dollars (\$5,000.00) within  
17 sixty (60) days of the Board's acceptance, adoption and approval of this Agreement.

18             c.     Respondent will pay the costs and expenses incurred in the investigation  
19 and prosecution of the above-referenced matter, in the amount of nine thousand sixty-one dollars  
20 and seventy-three cents (\$9,061.73), within 60 days of the Board's acceptance, adoption and  
21 approval of this Agreement.

22             d.     The Respondent shall perform twenty-two (22) hours of Continued Medical  
23 Education (CME) related to best practices in prescribing, in addition to the required CMEs for  
24 licensure. These CME hours must be completed within one hundred eighty (180) days.

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

27             f.     Respondent shall receive a Public Letter of Reprimand.

28             g.     The remaining counts of the Complaint, and any other claims arising from

1 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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

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

19 Respondent acknowledges that such contacts and communications may be made or  
20 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board  
21 meeting where this Agreement is discussed, and that such contacts and communications may  
22 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and  
23 all information of every nature whatsoever related to this matter. The IC and its counsel agree that  
24 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this  
25 Agreement is discussed and, if requested, respond to any questions that may be addressed to the  
26 IC or the IC's counsel.

27 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
28 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement



1 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed  
2 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

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

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

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

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

21 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term  
22 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
23 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
24 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.  
25 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
26 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
27 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).  
28 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a

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1 condition of this Agreement may subject Respondent to civil collection efforts.

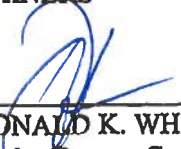
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3 DATED this 20<sup>th</sup> day of October, 2023. DATED this 5<sup>th</sup> day of October, 2023.

4 INVESTIGATIVE COMMITTEE OF THE  
5 NEVADA STATE BOARD OF MEDICAL  
6 EXAMINERS

LAW OFFICES OF LYN E. BEGGS, PLLC

6


7 By:   
8 DONALD K. WHITE  
9 Senior Deputy General Counsel  
10 9600 Gateway Drive  
11 Reno, NV 89521  
12 Tel: (775) 688-2559  
13 Email: [dwhite@medboard.nv.gov](mailto:dwhite@medboard.nv.gov)  
14 *Attorney for the Investigative Committee*

By:   
LYN E. BEGGS, ESQ.  
316 California Ave., #863  
Reno, NV 89509  
Tel: (775) 432-1918  
Email: [lyn@lbeggsllaw.com](mailto:lyn@lbeggsllaw.com)  
*Attorney for Respondent*

12

13 DATED this 5 day of OCTOBER, 2023.

14

15 By:   
16 FRANK ANTHONY SHALLENGERGER, M.D.,  
17 Nevada License No. 4951  
18 *Respondent*

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9600 Gateway Drive  
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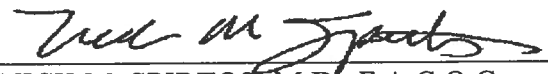
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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case No. 23-7127-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 1st day of December, 2023.

DATED this 1st day of December, 2023.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:   
NICK M. SPIRTOS, M.D., F.A.C.O.G.  
*Board President*

OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
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(775) 688-2559

1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**  
2 **OF THE STATE OF NEVADA**

3 \* \* \* \* \*

4  
5 **In the Matter of Charges and Complaint**

Case No. 23-7127-1

6 **Against:**

**FILED**

7 **FRANK ANTHONY SHALLENBERGER, M.D.,**

APR 21 2023

8 **Respondent.**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

9  
10 **COMPLAINT**

11 The Investigative Committee<sup>1</sup> (IC) of the Nevada State Board of Medical Examiners  
12 (Board), by and through Donald K. White, Senior Deputy General Counsel and attorney for the  
13 IC, having a reasonable basis to believe that Frank Anthony Shallenberger, M.D. (Respondent)  
14 violated the provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada  
15 Administrative Code (NAC) Chapter 630 (collectively, the Medical Practice Act), hereby issues  
16 its Complaint, stating the IC's charges and allegations as follows:

17 1. Respondent was at all times relative to this Complaint a medical doctor holding an  
18 active license to practice medicine in the State of Nevada (License No. 4951). Respondent was  
19 originally licensed by the Board on January 7, 1984.

20 **PATIENT A**

21 2. Patient A<sup>2</sup> was a sixty-nine (69) year-old female of which Respondent had a close  
22 personal relationship at the time of the events at issue. Her name is not disclosed in this  
23 Complaint to protect her identity, but is disclosed in the Patient Designation contemporaneously  
24 served on Respondent with a copy of this Complaint.

25 ///

26 \_\_\_\_\_  
27 <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 Rachakonda D. Prabhu, M.D., Ms. Sandy  
Peltyn and Victor M. Muro, M.D.

28 <sup>2</sup> Patient A-C's true identity is not disclosed herein to protect their privacy, but is disclosed in the Patient  
Designation served upon Respondent along with a copy of this Complaint.

1           3.       On September 19, 2007 Patient A was seen by the Respondent for hormone  
2 replacement therapy. The treatment plan prepared by Respondent without clinical reasoning,  
3 baseline testing nor diagnosis, was for testosterone micronized powder (TMP) which is a schedule  
4 III controlled substance.

5           4.       Patient A was seen again by Respondent on March 19, 2008, and he continued the  
6 same hormone therapy by prescribing TMP on this date, again without clinical reasoning, nor a  
7 formal diagnosis.

8           5.       December 15, 2010 diagnostic testing was performed on Patient A and her salivary  
9 hormone results showed Testosterone above the normal range.

10          6.       Respondent submitted prescriptions for TMP from April 2, 2009 through June 19,  
11 2017 for Patient A, over five thousand seven hundred (5,700) days worth of TMP with twenty-two  
12 (22) prescriptions.

13   **COUNT I**

14   **NRS 630.301(4) - Malpractice**

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

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

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

22          10.      As demonstrated by, but not limited to, the above-outlined facts, Respondent failed  
23 to use the reasonable care, skill or knowledge ordinarily used under similar circumstances when  
24 rendering medical services to Patient A. Specifically, he did not order a baseline laboratory test  
25 prior to initiation of prescriptions for TMP. Documentation does not indicate that Respondent  
26 discussed signs and symptoms that Patient A had been experiencing that would prompt the  
27 treatment with a testosterone replacement. Respondent wrote for five thousand seven hundred  
28 (5,700) days of worth of testosterone from 2009 through 2017 for Patient A without a proper

1 diagnosis of a condition or ailment for which TMP would be an appropriate medication therapy.  
2 Additionally, Respondent only checked Patient A's testosterone levels twice during the the eight  
3 (8) year period, the last time being in 2010, when it was four (4) times higher than the upper limit.

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

6 **COUNT II**

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

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

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

13 14. Respondent failed to maintain accurate and complete medical records relating to  
14 the diagnosis, treatment and care of Patient A, by failing to correctly document his actions when  
15 he prescribed a schedule IV controlled substance to Patient A.

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

18 **PATIENT B**

19 16. Patient B<sup>2</sup> was a twenty-seven (27) year old female of which Respondent had a  
20 close personal relationship at the time of the events at issue.

21 17. On December 6, 2016, Respondent prescribed zolpidem tartrate, a schedule IV  
22 controlled substance. However, there are no medical records to substantiate an actual  
23 physician-patient relationship existed nor did Respondent provide any clinical reasoning for his  
24 prescription of the schedule IV controlled substance. Specifically, there was no record of this  
25 patient having been seen at Respondent's clinic even though a prescription sleep aid was provided  
26 to Patient B and signed by Respondent.

27 ///

28 ///

**COUNT III**

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

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

19. 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.

20. Respondent failed to maintain timely, accurate, and complete medical records relating to the diagnosis, treatment and care of Patient B, by failing to correctly document his actions when he treated Patient B for insomnia without evaluating her for insomnia.

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

**PATIENT C**

22. Patient C<sup>2</sup> was forty-two (42) year old female at the times of the events at issue.

23. On November 7, 2016, Patient C was seen by Respondent for concerns about symptoms that started at the time of her hysterectomy that included being weak, tired, headaches, fatigue, and brain fog. Respondent prescribed Patient C TMP, a schedule III controlled substance.

24. On December 21, 2016, Respondent once again evaluated Patient C for follow-up after starting the hormone cream. She indicated she was feeling better and had no side effects, so Respondent increased her TMP dose and arranged for a follow-up visit in three (3) months.

25. Respondent did not obtain laboratory results to measure the patient’s current hormone levels providing a baseline assessment, nor did he provide clinical reasoning for prescribing testosterone.

**COUNT IV**

**NRS 630.301(4) - Malpractice**

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

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

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

6 29. Respondent failed to use the reasonable care, skill or knowledge ordinarily used  
7 under similar circumstances when rendering medical services to Patient C. He did not order  
8 baseline laboratory tests prior to initiation of prescriptions for TMP. Respondent wrote  
9 prescriptions for testosterone for Patient C without a diagnosis of a condition or ailment for which  
10 TMP would be an appropriate medication therapy.

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

13 **PATIENT D**

14 31. Patient D is Respondent himself.

15 32. Respondent prescribed himself an eighty-one (81) day supply of testosterone  
16 cypionate, a schedule III controlled substance. No accompanying medical records indicating a  
17 clinical evaluation was performed nor was a diagnosis identified for this medication.  
18 Additionally, there is no baseline diagnostic report provided in the medical records file which is  
19 necessary before providing supplemental hormones such as testosterone.

20 33. On March 15, 2016, Respondent prescribed himself zolpidem tartrate, a schedule  
21 IV medication. Again, there are no medical records indicating clinical evaluation and justification  
22 for writing this prescription.

23 **COUNT V**

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

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

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- 2. That the Board set a time and place for a formal hearing after holding an Early Case Conference pursuant to NRS 630.339(3);
- 3. That the Board determine what sanctions to impose if it determines there has been a violation or violations of the Medical Practice Act committed by Respondent;
- 4. That the Board award fees and costs for the investigation and prosecution of this case as outlined in NRS 622.400;
- 5. That the Board make, issue and serve on Respondent its findings of fact, conclusions of law and order, in writing, that includes the sanctions imposed; and
- 6. That the Board take such other and further action as may be just and proper in these premises.

DATED this 21<sup>st</sup> day of April, 2023.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:   
DONALD K. WHITE  
Senior Deputy General Counsel  
9600 Gateway Drive  
Reno, NV 89521  
Tel: (775) 688-2559  
Email: [dwhite@medboard.nv.gov](mailto:dwhite@medboard.nv.gov)  
*Attorney for the Investigative Committee*


1 VERIFICATION

2 STATE OF NEVADA )  
3 ) : ss.  
4 COUNTY OF CLARK )

5 Victor M. Muro, M.D., having been duly sworn, hereby deposes and states under penalty  
6 of perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of  
7 Medical Examiners that authorized the Complaint against the Respondent herein; that he has read  
8 the foregoing Complaint; and that based upon information discovered in the course of the  
9 investigation into a complaint against Respondent, he believes that the allegations and charges in  
10 the foregoing Complaint against Respondent are true, accurate and correct.

11 DATED this 21<sup>st</sup> day of April, 2023.

12 INVESTIGATIVE COMMITTEE OF THE  
13 NEVADA STATE BOARD OF MEDICAL EXAMINERS

14 By:   
15 VICTOR M. MURO, M.D.  
16 *Chairman of the Investigative Committee*