

**10**

**10A**

**CONTROLLED SUBSTANCE REGISTRATION APPLICATION**

Nevada State Board of Pharmacy  
985 Damonte Ranch Pkwy, Suite 206 - Reno, NV 89521

**Registration Fee: \$80.00 (non-refundable money order or cashier's check only)**  
**(This application cannot be used by PA's or APRN's)**

First: Maryanne Middle: D. Last: Phillips Degree: M.D.

SS#: █ Date of Birth: \_\_\_\_\_

Practice Name (if any): Northeastern Nevada Regional Hospital <sup>Localitys</sup> (Anesthesiologist) Elko, NV,

Nevada Address: 10620 Southern Highlands Parkway # Suite #: 110-251

(This must be a practicing address, we will not issue a license to a home address or to a PO Box only)

City: Las Vegas State: Nevada Zip Code: 89141

E-mail: MaryannPhillipsMD@outlook.com Contact E-mail: MaryannPhillipsMD@outlook.com

Work Telephone: (702) 860-8965 Fax: (702) 897-0610

Practitioner License Number: 7635 Specialty: Anesthesiologist

Sex:  M or  F

**You must have a current Nevada license with your respective BOARD before we will process this application. The Nevada license must remain current to keep the controlled substance registration.**

		Yes	No
<b>Been diagnosed or treated for any mental illness, including alcohol or substance abuse, or Physical condition that would impair your ability to perform the essential functions of your license?....</b>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
1. Been charged, arrested or convicted of a felony or misdemeanor in <u>any</u> state? .....		<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Been the subject of a board citation or an administrative action whether completed or pending in <u>any</u> state? ...		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Had your license subjected to any discipline for violation of pharmacy or drug laws in <u>any</u> state?.....		<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>If you marked YES to any of the numbered questions (1-3) above, include the following information &amp; provide an explanation and documentation:</b>			
Board Administrative Action:	State	Date:	Case #:
<small>Medical Rec. Request that were not in my possession</small>	Nevada	03/01/2016	<i>not known (pending?)</i>
Criminal Action:	State	Date:	Case #:
			County
			Court

**It is a violation of Nevada law to falsify this application and sanctions will be imposed for misrepresentation. I hereby certify that I have read this application. I certify that all statements made are true and correct.**

**I understand that Nevada law requires a licensed physician who, in their professional or occupational capacity, comes to know or has reasonable cause to believe, a child has been abused/neglected, to report the abuse/neglect to an agency which provides child welfare services or to a local law enforcement agency.**

Original Signature, no copies or stamps accepted. *Maryann Phillips* Date 06/13/2019

Board Use Only: Date Processed: _____	Amount: <u>80.00</u>
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BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY,

Petitioner,

v.

MARYANNE PHILLIPS, MD  
Certificate of Registration No. CS19260

Respondent.

CASE NO. 13-061-CS-S

FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND ORDER



The Nevada State Board of Pharmacy (Board) heard this matter at its regular meeting on Wednesday, March 5, 2014, in Reno, Nevada. Attorney S. Paul Edwards represented the Board in his capacity as its General Counsel. Attorney Puneet K. Garg, of the law firm Gordon Silver, appeared on behalf of respondent MaryAnne Phillips, M.D., Certificate of Registration No. CS19260. Based on the evidence and arguments presented at the hearing, the Board issues the following Findings of Fact, Conclusions of Law and Order.

I.

**FINDINGS OF FACT**

1. During the March 5, 2014 hearing in this matter, the Board admitted into evidence copies of certain public records filed by the Medical Board of California, Department of Consumer Affairs, (the "California Board") in California Case No. 19-2010-211768 (OAH No. 2012060101) (the "California Disciplinary Action"). Those documents were marked and admitted as Exhibit A through E.<sup>1</sup> Those public records show that in the California Disciplinary Action, the California Board revoked respondent Maryanne Phillips' California Physician's and Surgeon's Certificate No. A-63753 (CA Certificate) effective August 26, 2013.

<sup>1</sup> The Board also admitted as "Exhibit F" an affidavit from S. Paul Edwards, Esq., attesting to the source from which Board Staff obtained Exhibits A through E, which are public documents filed by the California Medical Board relating to its discipline of Dr. Phillips.

2. On December 18, 2013, the Nevada State Board of Pharmacy brought a parallel action against Respondent Dr. Phillips pursuant to NRS 639.210(14) based on the findings in the California Disciplinary Action.

3. The evidence presented at the hearing supports the allegations in the December 18, 2013 Accusation in this matter, which are summarized as follows:

4. The California Board revoked Dr. Phillips' California Physician's and Surgeon's Certificate No. A-63753 ("California Certificate"), effective "at 5:00 p.m. on August 16, 2013." Exhibit B.

5. The California Board took that action after adopting the Proposed Decision of Administrative Law Judge Roy W. Hewitt (the "ALJ"), of the California Office of Administrative Hearings. Exhibit A.

6. The ALJ entered his Proposed Decision on June 26, 2013, after conducting an evidentiary hearing on the matter earlier that month. *Id.*

7. On August 15, 2013, the California Board entered an Order Granting Stay, which stayed the revocation of Dr. Phillips' license until August 26, 2013. Exhibit D.

8. The California Board stayed its Decision to allow time for it to review and consider a petition for reconsideration filed by Dr. Phillips. Exhibit E.

9. The California Board denied Dr. Phillips' Petition for Reconsideration on August 23, 2013. *Id.*

10. Dr. Phillips' California license to practice medicine was therefore revoked no later than August 26, 2013.

11. The ALJ's findings, which the Board found credible and relied upon pursuant to NRS 639.210(14), are as follows:

a. Prior to having her California Certificate revoked in August 2013, Dr. Phillips had been disciplined, including substantial periods of probation, by the California Board,

the Nevada State Board of Medical Examiners, the Nevada State Board of Pharmacy and the New Mexico Medical Board. Ex. A, pp. 2-8.

b. Those disciplinary actions occurred between August 2006, and entry of the ALJ's June 2013 Proposed Decision.

**Initial 2009 California Discipline**

c. The first of those disciplinary actions is a 2009 case in which the California Board alleged against Dr. Phillips (1) gross negligence, (2) repeated negligent acts, (3) incompetence, (4) violations of drug statutes, (5) excessive prescribing, (6) prescribing to an addict, (7) prescribing without a good faith examination, (8) absence of medical indication and (9) failure to maintain accurate records. (Ex. A (ALJ Rec.) p.2, ¶¶3, 5).

d. Dr. Phillips stipulated in that action in December 2008, that the CA Board “could establish a prima facie case with respect to the charges” and her license was subject to discipline.

e. The California Board revoked Dr. Phillips’ Certificate in April 2009, then stayed the revocation and placed Dr. Phillips on probation for three years with certain terms and conditions. Ex. A, p.2, ¶5.

**2009 Nevada Board of Medical Examiners Discipline**

f. In May 2009, Dr. Phillips renewed her license to practice medicine with the Nevada State Board of Medical Examiners (BME). Id., p.3, ¶6. In response to Question 9 on the BME’s renewal application, which asked “[h]ave you had a medical license or license to practice any other healing art revoked, suspended, limited, or restricted in any state, country or U.S. territory?”, [Dr. Phillips] falsely answered . . . in the negative.” Id.

g. Based on that false representation, the BME brought an accusation against Dr. Phillips. Id., p.3, ¶7. Dr. Phillips and the BME settled that matter by agreeing that Dr. Phillips would receive a public reprimand, her Nevada medical license would be revoked. Id.,

p.3, ¶¶6-8. The BME stayed the revocation and placed Dr. Phillips on probation until April 6, 2012. Id.

**2010 Nevada Board of Pharmacy Discipline**

h. In December 2010, the Nevada State Board of Pharmacy filed an accusation against Dr. Phillips alleging, in part, that Dr. Phillips had provided false information on her November 17, 2010 renewal application. Ex. A, p.3, ¶9. Dr. Phillips admitted in a February 2011 Stipulation and Order with this Board to “provid[ing] false information on her renewal application by failing to disclose the administrative actions taken against her and the administrative action that was still pending against her.” Id., p.3, ¶10.

i. As a result of Dr. Phillips’ admissions, the Nevada Board of Pharmacy cancelled Dr. Phillips’ Nevada Controlled Substance Registration and DEA Registration, effective March 1, 2011. Id. The Board allowed Dr. Phillips to apply for a new controlled substance registration reflecting her disciplinary actions. Id. The Board revoked that new registration, then stayed the revocation and placed Dr. Phillips on probation until February 2013. Id.

**2011 New Mexico Medical Board Discipline**

j. Based on the April 2009 California discipline, the New Mexico Medical Board (New Mexico Board) entered into an “agreed order” with Dr. Phillips, in which Dr. Phillips agreed to have her New Mexico medical license placed on probation until she completed the terms and conditions ordered by the CA Board and her California license had been fully restored. Ex. A, p.4, ¶11. One of the terms of that “Agreed Order” with the New Mexico Board was that Dr. Phillips would “provide quarterly affidavits to the [New Mexico] Board attesting to her compliance with the terms set forth in [the] Agreed Order.” Id.

k. In August 2011, the New Mexico Board filed an accusation against Dr. Phillips, and ultimately disciplined her for failing to provide the agreed upon quarterly affidavits, and for failing to inform the New Mexico Board that she was publicly reprimanded and placed on

probation by the Nevada BME. *Id.*, p.4, ¶12. After Dr. Phillips failed to respond to that accusation, the New Mexico Board issued a Default Decision and Order revoking Dr. Phillips' license to practice medicine in New Mexico. *Id.*, p.5, ¶13.

**2011 Nevada Board of Medical Examiner's Discipline**

l. In January 2011, the BME filed another complaint against Dr. Phillips charging her with:

One count of engaging in conduct intended to deceive . . .  
 One count of violating a regulation adopted by the  
 [Nevada] State Board of Pharmacy . . . . One count of  
 prescribing a controlled substance except as authorized by  
 law . . . and one count of failure to maintain timely, legible,  
 accurate and complete medical records related to the  
 diagnosis, treatment and care of [a patient]. . . (Exh.29).

*Id.*, p.5, ¶13 (quoting January 28, 2011 BME Complaint).

m. Dr. Phillips settled that matter with the BME in April 2012. Pursuant to the parties' "Settlement, Waiver and Consent Agreement", Dr. Phillips agreed to accept a public letter of reprimand, her Nevada medical license was revoked, the revocation was stayed, and Dr. Phillips was placed on probation for thirty-six (36) months. Ex. A, p.5, ¶¶15-16.

**2013 California Medical Board Discipline and Revocation of Dr. Phillips' License**

n. In the ALJ's June 2013 Proposed Decision, the ALJ found that Dr. Phillips had failed to comply with the terms of her California probation. *Id.*, pp.6-7, ¶¶17-21.

o. One of the terms of Dr. Phillips' California probation was that she would file quarterly declarations with the California Board declaring, under penalty of perjury, that she had answered the questions in the Quarterly Declaration Form truthfully. *Id.*

p. The ALJ found that Dr. Phillips had not answered the questions in the Quarterly Declaration Form truthfully. *Id.*, p.7, ¶¶20-12. The ALJ found that Dr. Phillips failed to disclose (a) her February 2011 discipline and placement on probation by the Nevada Board of



Pharmacy, and (b) her April 2012 discipline by the Nevada BME, including her public letter of reprimand and probation. *Id.*, p.6, ¶¶17-21.

q. The ALJ found that Dr. Phillips falsely represented those disciplines to the CA Board as “reciprocal” discipline, when they were truthfully each supported by independent grounds for discipline. *Id.*, p.7, ¶20-21.

r. The ALJ found that Dr. Phillips filed false Quarterly Declarations with the CA Board again in July 2011, by again failing to disclose and misrepresenting her discipline in Nevada. *Id.*

s. The ALJ described Dr. Phillips’ testimony at the June 3, 2013 hearing regarding those false Quarterly Declarations as “merely serv[ing] to highlight the fact that [Dr. Phillips] plays fast and loose with the truth.” *Ex. A*, p.7, ¶23.

t. The ALJ found that Dr. Phillips “engages in half-truths and slight of tongue to obfuscate the truth. In other words, [Dr. Phillips], by her own statements during the hearing . . . proved to be a consummate liar.” *Id.*

u. The ALJ further stated:

Based on [Dr. Phillips’] equivocations and misrepresentations to the court in the present action, and her seeming inability to distinguish truth from fiction, [her] testimony was completely discounted.

*Id.* at ¶25.

v. Based on the findings of fact in the Proposed Decision, The ALJ concluded that legal and factual grounds existed under California law for further discipline of Dr. Phillips. *Id.*, pp.8-9. Based on his conclusion that numerous violations of California law had occurred, The ALJ recommended to the CA Board the “outright revocation of [Dr. Phillips’] certificate to practice medicine in the state of California.” *Id.*, p.9.

w. The California Board adopted the ALJ’s recommendation and revoked Dr. Phillips’ license on or about August 26, 2013. *Ex. B*.

## II.

### CONCLUSIONS OF LAW

Based on the forgoing findings of fact, the Board concludes on matters of law as follows:

12. The Board has jurisdiction over this matter because at the time of the conduct set forth above, respondent held a controlled substance registration issued by this Board.
13. All objections made by respondent's counsel regarding the admissibility or evidentiary value of the Exhibits admitted as Exhibits A through F are overruled.
14. The Board admitted as evidence an email presented by respondent's counsel during the hearing, which shall be designated as Exhibit G.
15. The Board did not admit into evidence a letter from Dr. Daniel Royal, which was presented by respondent's counsel, on the basis that it was not relevant to the issues before the Board.
16. Respondent is guilty of the acts alleged in the Accusation on file in this matter, as further described in the findings of the ALJ in Exhibit A.
17. Pursuant to NRS 639.210(14), "[t]he Board may suspend or revoke any certificate, license, registration or permit issued pursuant to this chapter, and deny the application of any person for a certificate, license, registration or permit, if the holder or applicant . . . : 14. [h]as had a certificate, license or permit suspended or revoked in another state on grounds which would cause suspension or revocation of a certificate, license or permit in this State."
18. Grounds which would cause suspension or revocation of a certificate, license or permit in this state include:
  - a. Being "not of good moral character";
  - b. "[Obtaining] any certificate, certification, license or permit by the filing of an application, or any record, affidavit or other information in support thereof, which is false or fraudulent";

c. Being "guilty of unprofessional conduct or conduct contrary to the public interest", which pursuant to NAC 639.945 specifically includes "performing or in any way being a party to any fraudulent or deceitful practice of transaction."

19. Dr. Phillips' actions, based on the findings above, constitute "grounds which would cause suspension or revocation of a certificate, license or permit in this State."

**THEREFORE, THE BOARD HEREBY ORDERS:**

20. The Controlled Substance Registration of MaryAnne Phillips, Certificate of Registration No. CS19260, is hereby revoked for at least one year from the effective date of this Order.

21. Dr. Phillips may not write any prescription or order for any Controlled Substance or possess any Controlled Substance unless and until her Certificate of Registration is reinstated.

22. After one year from the effective date of this Order, Dr. Phillips may apply to the Board for reinstatement of her Certificate of Registration.

23. If Dr. Phillips applies to the Board for reinstatement of her Certificate of Registration, she shall appear before the Board at regularly scheduled Board Meeting to respond to questions put to her by the Members of the Board and/or Board Staff. The Board is under no obligation to reinstate Dr. Phillips' registration, and may, at its sole discretion, determine whether to reinstate Dr. Phillips' registration according to its authority to do so pursuant to applicable laws and regulations.

Signed this 6 day of March, 2014.



Leo Basch – Acting President/Presiding Board  
Member,  
Nevada State Board of Pharmacy

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

3 \* \* \* \* \*

4  
5 **In the Matter of Charges and**  
6 **Complaint Against**  
7 **MARYANNE D. PHILLIPS, M.D.,**  
8 **Respondent.**

Case No. 18-10032-1

**FILED**

JUN 10 2019

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

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, Esq., Deputy General Counsel for the Board and  
13 attorney for the IC, and Maryanne D. Phillips, M.D. (Respondent), a licensed Physician in  
14 Nevada, assisted by her attorney, Kenneth E. Hogan, Esq., of the law firm of Hogan Hulet 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 (License No. 7635) in active status,  
18 with conditions, by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and  
19 Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to  
20 practice medicine in Nevada since December 21, 1995.

21 2. On February 9, 2018, in Case No. 18-10032-1, the IC filed a formal Complaint  
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
23 Complaint alleges: Count I, violation of NRS 630.306(1)(b)(1) (Engaging in Conduct Intended to  
24 Deceive); Count II, violation of NRS 630.306(1)(p) (Engaging in Unsafe or Unprofessional  
25

26 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter  
27 and any subsequent related administrative proceedings or civil litigation involving the Board and  
28 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 Conduct); Count III, violation of NRS 630.3062(2) (Altering Medical Records); Count IV,  
 2 violation of NRS 630.3062(2) (Altering Medical Records); Count V, violation of NRS 630.301(6)  
 3 (Disruptive Behavior That Interferes With Patient Care or Has an Adverse Impact on the Quality  
 4 of Patient Care); Count VI, violation of NRS 630.301(9) (Engaging in Conduct That Brings the  
 5 Medical Profession Into Disrepute); Count VII, violation of NRS 630.304(6) (Attempting by Way  
 6 of Intimidation, Coercion or Deception, to Obtain or Retain a Patient or to Discourage the Use of a  
 7 Second Opinion); Count VIII, violation of NRS 630.305(1)(a) (Receiving From Any Person  
 8 Compensation Which is Intended or Tends to Influence the Physician's Objective Evaluation or  
 9 Treatment of a Patient); Count IX, violation of NRS 630.3062(4) (Failure to Make the Medical  
 10 Records of a Patient Available for Inspection and Copying as Provided in NRS 629.061); and  
 11 Count X, violation of NRS 630.3065(2)(a) (Failure to Comply With Order of the Board or  
 12 Committee Designated by the Board to Investigate a Complaint).

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

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

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

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1           6. 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           7. 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 Respondent further understands and agrees that if the Board approves this Agreement, then the  
12 terms and conditions enumerated below shall be binding and enforceable upon her and the Board.

13           **B. Terms & Conditions**

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

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

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

27           3.     **Waiver of Rights.** In connection with this Agreement, and the associated terms  
28 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection

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

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

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

22       A.     Respondent admits to Count IV, violation of NRS 630.3062(2) (Altering Medical  
23 Records); Count IX, violation of NRS 630.3062(4) (Failure to Make the Medical Records of a  
24 Patient Available for Inspection and Copying as Provided in NRS 629.061); and Count X,  
25 violation of NRS 630.3065(2)(a) (Failure to Comply With Order of the Board or Committee  
26 Designated by the Board to Investigate a Complaint).

27       B.     Respondent’s license to practice medicine in the state of Nevada shall be revoked  
28 for a period of one year, with the revocation to be immediately stayed.

1 C. Respondent's license shall be subject to a term of probation for a period of time not  
 2 to exceed thirty-six (36) months from the date of the Board's acceptance, adoption and approval  
 3 of this Agreement (Probationary Period). Respondent must complete the following terms and  
 4 conditions within the Probationary Period and demonstrate compliance to the good faith  
 5 satisfaction of the Board within thirty-six (36) months, including but not limited to, payment in  
 6 full of the Fifteen Thousand Dollars (\$15,000.00) stated as a condition below in C(2), and at that  
 7 time she may petition the Board to lift the probationary status of her license,. If Respondent fails  
 8 to demonstrate compliance with the terms and conditions of this Agreement within thirty-six (36)  
 9 months, or otherwise violates the terms of this Agreement or the Medical Practice Act, then the IC  
 10 shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada  
 11 pending an Order To Show Cause Hearing on immediate revocation of her license, which hearing  
 12 will be duly noticed. The following terms and conditions shall apply during Respondent's  
 13 probationary period:

- 14 (1) Respondent shall complete the University of San Diego, Physician Assessment and  
 15 Competency Evaluation Program (PACE), Competency Assessment, and, if  
 16 recommended by PACE, the Fitness For Duty (FFD) evaluation, all at Respondent's  
 17 expense, and pass all of the above to the satisfaction of the Board;
- 18 (2) Respondent will pay the costs and expenses incurred in the investigation and  
 19 prosecution of the above-referenced matter within thirty (30) months of the Board's  
 20 acceptance, adoption and approval of this Agreement, the current amount being Fifteen  
 21 Thousand Dollars (\$15,000.00), not including any costs that may be necessary to  
 22 finalize this Agreement. An initial payment of \$500.00 will be due within thirty (30)  
 23 calendar days of the Board's approval of this Agreement. Based on Respondent's  
 24 current financial circumstances, payment of \$500.00 per month will be due on the first  
 25 day of the month beginning on July 1, 2019, through December 1, 2021, and, if  
 26 necessary, the first day of each month thereafter until satisfied in full.
- 27 (3) Respondent shall take twenty two and one half (22.5) hours of continuing medical  
 28 education (CME) related to the University of Nevada, Reno School of Medicine



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1 (UNRMED) Best Practices and Tools for Prescribing Controlled Substances within  
2 twelve (12) months from the date of the Board’s acceptance, adoption and approval of  
3 this Agreement. The aforementioned hours of CME shall be in addition to any CME  
4 requirements that are regularly imposed upon Respondent as a condition of licensure  
5 in the state of Nevada and shall be approved by the Board to meet this requirement  
6 prior to their completion and are at Respondent’s expense.

7 (4) Respondent agrees to perform one hundred (100) hours of community service at a  
8 nonprofit entity, having a medical nexus and without compensation, in a manner and  
9 capacity mutually and reasonably agreed to by Respondent and the Board, and  
10 approved by the Board in advance of its completion, within six months of the  
11 acceptance, adoption and approval of this Agreement.

12 (5) During the probationary period, Respondent shall not supervise any Physician  
13 Assistant, or collaborate with any Advanced Practice Registered Nurse.

14 (6) During the probationary period, Respondent shall submit to random and unannounced  
15 medical records audits performed by an investigator with the Board.

16 (7) During the probationary period, Respondent shall successfully complete all  
17 requirements and comply with all orders and conditions, past or future, of the Board,  
18 specifically including but not limited to, the Board’s Order issued on December 8,  
19 2017, in its Cases Numbered 12-10032-1 and 14-10032-1.

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

22 E. Respondent shall receive a Public Letter of Reprimand.

23 F. The remaining counts of the Complaint shall be dismissed with prejudice.

24 **6. Release From Liability.** In execution of this Agreement, Respondent understands  
25 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,  
26 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents  
27 are immune from civil liability for any decision or action taken in good faith in response to  
28 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of

1 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,  
 2 committees, panels, hearing officers, consultants and agents from any and all manner of actions,  
 3 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and  
 4 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against  
 5 any or all of the persons, government agencies or entities named in this paragraph arising out of,  
 6 or by reason of, this investigation, this Agreement or the administration of the case referenced  
 7 herein.

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

13 Respondent acknowledges that such contacts and communications may be made or  
 14 conducted ex parte, without notice or opportunity to be heard on her part until the public Board  
 15 meeting where this Agreement is discussed, and that such contacts and communications may  
 16 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and  
 17 all information of every nature whatsoever related to this matter. The IC and its counsel agree that  
 18 Respondent may appear at the Board meeting where this Agreement is discussed and, if requested,  
 19 respond to any questions that may be addressed to the IC or the IC's counsel.

20 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
 21 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
 22 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed  
 23 and the remaining counts of the Complaint shall be dismissed with prejudice.

24 **9. Effect of Rejection of Agreement by Board.** In the event the Board does not  
 25 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and  
 26 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
 27 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement  
 28 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this

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

1 Agreement shall disqualify any member of the adjudicating panel of the Board from considering  
2 this Complaint and from participating in disciplinary proceedings against Respondent, including  
3 adjudication of this case; and (2) Respondent further agrees that she shall not seek to disqualify  
4 any such member absent evidence of bad faith.

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

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

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

14       **13. Failure to Comply with Terms.** Should Respondent fail to comply with any term  
15 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
16 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
17 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.  
18 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
19 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
20 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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

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

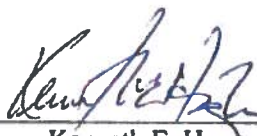
Dated this 1 day of April, 2019.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

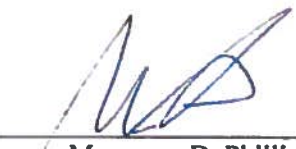
By:   
Donald K. White, Esq., Deputy General Counsel  
Attorney for the Investigative Committee

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Hogan Hulet PLLC

By:   
Kenneth E. Hogan, Esq.,  
Attorney for Respondent

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

  
Maryanne D. Phillips, M.D., Respondent

OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 895521  
(775) 688-2559

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**IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 7th day of June, 2019, with the final total amount of costs due of \$15,000.00.



\_\_\_\_\_  
Rachakonda D. Prabhu, M.D., President  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

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

\* \* \* \* \*

**In the Matter of Charges and  
Complaint Against  
Maryanne D. Phillips, M.D.,  
Respondent.**

Case No. 18-10032-1

**FILED**

FEB - 9 2018

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

**COMPLAINT**

The Investigative Committee<sup>1</sup> (IC) of the Nevada State Board of Medical Examiners (Board) hereby issues this formal Complaint (Complaint) against Maryanne D. Phillips, M.D. (Respondent), a licensed physician in Nevada. After investigating this matter, the IC has a reasonable basis to believe that Respondent has violated provisions of Nevada Revised Statutes (NRS) chapter 630 and Nevada Administrative Code (NAC) chapter 630 (collectively Medical Practice Act). The IC alleges the following facts:

1. Respondent is currently licensed in Nevada in active status with conditions (License No. 7635). She has been licensed by the Board since December 21, 1995.

2. Respondent's license is currently in active status with certain conditions placed on the license pursuant to an order dated December 8, 2017, which removed the probationary status on her license to practice medicine, restored the license to active status, and placed all remaining conditions and restrictions associated with a Settlement Agreement dated September 9, 2016, on her license. Previously, Respondent's license was active-probationary status pursuant to the September 9, 2016 Settlement Agreement between the Respondent and the Board. At the regularly scheduled December 1, 2017 Board Meeting, at which Respondent appeared and requested that

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<sup>1</sup> The Investigative Committee of the Nevada State Board of Medical Examiners at the time the filing of this Complaint was approved, was composed of Board members Wayne Hardwick, M.D., Chairman, Theodore B. Berndt, M.D., member, and Mr. M. Neil Duxbury, public member.

1 her probation be lifted, the Board agreed to lift the probation but place the same conditions of her  
2 probation on her license.

3 3. Respondent does not have a license to prescribe controlled substances issued by the  
4 Nevada State Board of Pharmacy.

5 4. Respondent is not registered with the U.S. Drug Enforcement Agency (DEA) to  
6 prescribe controlled substances.

7 5. On or about April 29, 2016, an investigator for the Board sent an allegation letter to  
8 Respondent, based on information received by the Board, regarding allegations that Respondent  
9 unduly pressures her employees and/or independent contractors to prescribe controlled substances  
10 to her patients for financial gain. It was further alleged that Respondent was operating her  
11 medical practice under the name of Marianne Elias, rather than Maryanne Phillips. It was further  
12 alleged that Respondent was the medical director of Research and Wellness Center or Hormones  
13 Center of Nevada located at 2649 Wigwam Parkway, Suite 101, in Henderson, Nevada 89074. It  
14 was further alleged that Respondent was facilitating her office manager and husband, Donald  
15 Kinsman, to distribute and/or sell controlled substances to patients.

16 6. Respondent provided a response on or about June 1, 2016, in which she denied:  
17 (a) ever having used the name of Marianne Elias; (b) ever having been the medical director of  
18 Research and Wellness Center or Hormones Center of Nevada; (c) actively seeing patients since  
19 May or June of 2014; (d) having an office manager, as she denied having a regular office;  
20 (e) facilitating her husband or anyone to distribute and/or sell controlled substances to patients;  
21 and (f) extorting office staff to prescribe controlled substances that are unwarranted and not  
22 medically necessary, resulting in patient harm, as she denied having office staff.

23 7. A Nevada limited liability company named Research and Wellness Center LLC is  
24 registered with the Nevada Secretary of State. Marianne Elias is listed as the manager of the  
25 company. The company has been in default since October 31, 2016. The address of the manager  
26 is listed as 10920 Southern Highlands Parkway, #2105, Las Vegas, Nevada 89141.

27 8. On or about October 30, 2015, the Research and Wellness Center LLC entered into  
28 a Lease Agreement with Marlin A, LLC, to lease real property located at 2649 Wigwam Parkway,

1 Suite 101, Henderson, Nevada 89074.

2 9. The Lease Agreement was signed by Donald Kinsman on behalf of the Research  
3 and Wellness Center LLC.

4 10. Upon information and belief, Donald Kinsman is the spouse of Maryanne Phillips.

5 11. Contact names for Research and Wellness Center LLC were listed on the Lease  
6 Agreement as Mari Elias and Blas Elias.

7 12. The Lease Agreement was personally guaranteed by MaryAnne Elias.

8 13. The signature of MaryAnne Elias, aka Maryanne Phillips, on the Guaranty was  
9 notarized, and she provided a copy of her driver's license. The name on the Nevada driver's  
10 license is Maryanne Phillips Elias.

11 14. A cashier's check was provided with the Lease Agreement. On the Remitter  
12 (Purchased by) line, the cashier's check states "Mary Anne Phillips Elias Wellness Ctr."

13 15. On or about January 11, 2016, the Lease Agreement between Research and  
14 Wellness Center LLC and Marlin A, LLC, was amended. The amendment changed the guarantors  
15 from Donald Kinsman and Mary Anne Elias to Donald Kinsman, Mary Anne Elias, and David  
16 Memmoli.

17 16. Maryanne Phillips previously practiced medicine at 2649 Wigwam Parkway, Suite  
18 101, Henderson, Nevada 89074.

19 17. Maryanne Phillips-Elias, MD is listed on the WebMD website as having a practice  
20 with Daniel F. Royal, D.O. at 9065 S. Pecos Road, Suite 250, Henderson, Nevada 89074.

21 18. Dr. Maryanne Phillips was listed on letterhead for Comprehensive Pain  
22 Management and Wellness, located at 9065 S. Pecos Road, Suite 250, Henderson, Nevada 89074,  
23 from November 2013 through September 2015.

24 19. Respondent treated patients as late as December of 2014.

25 20. From on or around November 2015 through May 2016, one or more members of  
26 Respondent's staff and/or independent contractors witnessed Respondent review patients' charts.

27 21. From on or around November 2015 through May 2016, one or more members of  
28 Respondent's staff and/or independent contractors witnessed Respondent remove progress notes



1 and/or other information from patients' charts.

2 22. From on or around November 2015 through May 2016, one or more members of  
3 Respondent's staff and/or independent contractors witnessed Respondent replace information in  
4 patients' charts.

5 **Patient A**

6 23. Patient A's true identity is not disclosed to protect his privacy, but his identity is  
7 disclosed in the Patient Designation served on Respondent, along with a copy of this Complaint.

8 24. In December 2015 or January 2016, Patient A came to Respondent's practice for  
9 treatment of pain. He was seen by an advanced practice registered nurse contracting with  
10 Respondent and/or Research and Wellness Center LLC.

11 25. The advanced practice registered nurse, after having a discussion with Patient A,  
12 prescribed Patient A a different pain management regimen than was requested by Patient A.

13 26. Upon receiving an alternate pain management regimen, Patient A chose to  
14 discontinue care with Respondent's practice.

15 27. Respondent and her husband, Donald Kinsman, subsequently admonished the  
16 advanced practice registered nurse and claimed that because the advanced practice registered  
17 nurse had failed to prescribe Oxycodone to Patient A, they had lost both Patient A and the  
18 additional patients he would have brought into the practice.

19 28. Upon information and belief, Patient A was subsequently told by Respondent  
20 and/or Donald Kinsman that he would be prescribed Oxycodone, and returned to Respondent's  
21 practice. Prior to the office visit, Donald Kinsman informed the advanced practice registered  
22 nurse that Patient A had been using his parents' Oxycodone for his pain management.

23 29. On or about February 15, 2016, Patient A again presented to Respondent's practice.

24 30. The advanced practice registered nurse told Patient A that using his parents'  
25 medication was wrong, to which Patient A replied that he knew.

26 31. After discussion with Patient A, during which time Patient A returned the other  
27 prescriptions, admitted to not filling them, said that only the Oxycodone worked, and repeatedly  
28 asked whether he would get a prescription for Oxycodone, the advanced practice registered nurse

1 determined that Patient A was exhibiting drug-seeking behaviors and refused to prescribe  
2 Oxycodone.

3 32. Patient A stated that he had wasted his time and left Respondent's practice.

4 33. On or about February 15, 2016, Donald Kinsman confronted the advanced practice  
5 registered nurse about why he had not prescribed Oxycodone to Patient A. The advanced practice  
6 registered nurse responded that Patient A had gone without a prescription for two weeks, which  
7 demonstrated he did not really need pain medication. He indicated that in his experience, patients  
8 in pain will typically try any pain management regimen in hopes of obtaining pain relief, rather  
9 than go without any pain medication at all because it is not Oxycodone.

10 34. On or about March 1, 2016, a member of Respondent's staff witnessed Respondent  
11 remove the advanced practice registered nurse's note from the examination of Patient A that took  
12 place on or about February 15, 2016, and replace that day's note with a note Respondent then  
13 wrote herself.

14 35. Upon information and belief, Respondent has signed off the chart notes entered by  
15 the advanced practice registered nurse for Patient A.

16 36. On or about May 9, 2017, the IC issued an Order to Produce Medical Records  
17 regarding Patient A to Respondent. The Order required Respondent to produce the records within  
18 10 days of service.

19 37. Respondent previously provided health care records for patients of Research and  
20 Wellness Center LLC; however, Respondent has not complied with the May 9, 2017 Order to  
21 Produce Medical Records.

22 38. On or about May 17, 2017, Respondent sent a message by electronic mail to the  
23 IC's investigative staff that she vaguely remembered a patient by the name of the patient  
24 requested, but was in California most of the time and had not treated a pain patient since 2014.

25 39. In response to a question from investigative staff as to who currently was the  
26 custodian of records for Research and Wellness Center LLC, on or about May 20, 2017,  
27 Respondent sent a message by electronic mail to investigative staff that she was no longer the  
28 custodian of records and that Research and Wellness Center LLC was no longer in existence.

1           40. In response to additional correspondence from investigative staff requesting the  
2 identity of the current custodian of records, on or about May 24, 2017, Respondent sent a message  
3 by electronic mail, stating the following, verbatim:

4           This is not a patient I have seen in five years and the Research and  
5 Wellness was not a pain clinic and it was only established for a year in  
6 later part of 2015 for a research project for a topical cream and only in  
7 existence for a year Davison has now taken over that research They no  
8 longer need an MD to work on the project. I'm training for a cancer  
9 research project but I don't need Research and Wellness LLC to do it the  
10 larger pharmaceutical companies are in charge of any further research.  
11 And just so you have the correct information I was not the manager of  
12 Research and Wellness Center because it is not a Center it is Research and  
13 Wellness LLC and it is Not the same as Wellness Center which was  
14 primary care including weight loss B12 shots nutritional pain treatment as  
15 needed counseling infusion therapy and I believe even history and  
16 physicals only for marijuana patients (started by Memmoli whose no  
17 longer there ) my DEA license was Retired in may 2014 by me because I  
18 did not need it for the research and you might be confusing me with Kim  
19 Phillips who worked a the same location in 2014 that I previously was at,  
20 most of the records in 2016 were put into EMR and I obviously did not  
21 need paper records to do anesthesia at a hospital. Unfortunately some of  
22 the providers actually took some of the paper record that were there like  
23 Dr Foote in 2012. The original practice was Dr Nagy's and I worked for  
24 him on a salary basis and all persons working there were his employees or  
25 independent contractors and there were issues with several of them so I  
26 left and came back for a while in 2013-14 until Dr Emmerling took over  
27 patient care . Most of the charts were with him that were paper and  
28 transcribed into EMR. It is physically impossible to know where every

1 patient I ever saw for Dr Nagy is. I would suggest you check the PNP and  
2 see who saw them three years ago and contact them?

3 If you need a copy of my previous contract with Dr Nagy or the state  
4 information on Research and Wellness LLC I will provide it. I did  
5 neuroanesthesia for Dr Nagy and he decided he wanted a private pain  
6 clinic to refer his surgical patients to but it didn't work out. I apologize for  
7 any problems his former employees might have given you but like I said I  
8 had no control over him or them I just saw patients!

9 41. To date, Respondent has not provided the information requested in the Order to  
10 Produce Medical Records.

11 **Count I:**

12 **NRS 630.306(1)(b)(1): Engaging in Conduct Intended to Deceive**

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

15 43. NRS 630.306(1)(b)(1) provides that engaging in any conduct which is intended to  
16 deceive is grounds for initiating disciplinary action.

17 44. Respondent denied to the IC ever having used the name of Marianne Elias, though  
18 she has used various forms of the name Maryanne Phillips, MaryAnne Phillips, Mary Anne  
19 Phillips, Maryanne Phillips-Elias, Mary Anne Phillips Elias, Marianne Elias, Mari Tiffany  
20 Phillips-Elias, Mari Elias and Maryanne Elias on her driver's license, lease agreement, guaranty of  
21 lease agreement, list of officers for Research and Wellness Center LLC, emails, and on websites  
22 advertising her services.

23 45. Respondent denied to the IC ever having been the medical director of Research and  
24 Wellness Center LLC or Hormones Center of Nevada, though a Marianne Elias is listed as the  
25 manager of Research and Wellness Center LLC and that entity signed a lease agreement, which  
26 MaryAnne Elias personally guaranteed.

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28 ///







1 Chronic Pain, adopted by reference in NAC 630.187, brings the medical profession into disrepute.

2 72. By reason of the foregoing, Respondent is subject to discipline by the Nevada State  
3 Board of Medical Examiners as provided in NRS 630.352.

4 **Count VII:**

5 **NRS 630.304(6): Attempting by Way of Intimidation, Coercion or Deception, to Obtain or**  
6 **Retain a Patient or to Discourage the Use of a Second Opinion**

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

9 74. NRS 630.304(6) provides that attempting directly or indirectly, by way of  
10 intimidation, coercion or deception, to obtain or retain a patient or to discourage the use of a  
11 second opinion is grounds for disciplinary action.

12 75. Respondent coerced and/or intimidated an advanced practice registered nurse  
13 working in her office to prescribe opioids to Patient A in order to obtain that Patient, who would  
14 supposedly bring in more patients.

15 76. By reason of the foregoing, Respondent is subject to discipline by the Nevada State  
16 Board of Medical Examiners as provided in NRS 630.352.

17 **Count VIII:**

18 **NRS 630.305(1)(a): Receiving From Any Person Compensation Which is Intended or Tends**  
19 **to Influence the Physician’s Objective Evaluation or Treatment of a Patient**

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

22 78. NRS 630.305(1)(a) provides that directly or indirectly receiving from any person,  
23 corporation or other business organization any fee, commission, rebate or other form of  
24 compensation which is intended or tends to influence the physician’s objective evaluation or  
25 treatment of a patient is grounds for disciplinary action.

26 79. Respondent, in order to receive compensation from Patient A, exerted pressure,  
27 coercion and/or intimidation upon an advanced practice registered nurse working in her office to  
28 prescribe opioids to Patient A.






1           90.    By reason of the foregoing, Respondent is subject to discipline by the Nevada State  
2 Board of Medical Examiners as provided in NRS 630.352.

3           **WHEREFORE**, the IC prays that the Board:

- 4           1.    Give Respondent notice of the charges set forth in this Complaint;
- 5           2.    Give Respondent notice that Respondent may file an answer to the Complaint as  
6 set forth in NRS 630.339(2) within 20 days of service of the Complaint;
- 7           3.    Set a time and place for a formal hearing after holding an Early Case Conference  
8 pursuant to NRS 630.339(3);
- 9           4.    Determine the sanctions it will impose if it finds Respondent violated the Medical  
10 Practice Act;
- 11          5.    Make, issue, and serve on Respondent, in writing, its findings of fact, conclusions  
12 of law and order, which shall include the sanctions, if imposed; and
- 13          6.    Take such other and further action as may be just and proper in this matter.

14           DATED this   9   day of February, 2018.

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

17           By:   
18                                   Robert Klroy, Esq., General Counsel  
19                                   Jasmine K. Mehta, Esq., Deputy Executive Director  
20                                   Attorneys for the Investigative Committee

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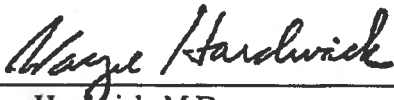
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**VERIFICATION**

STATE OF NEVADA        )  
                                  : ss.  
COUNTY OF WASHOE     )

Wayne Hardwick, M.D., hereby deposes and states under penalty of perjury under the laws of the state of Nevada that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the foregoing Complaint against the Respondent herein; that he has read the foregoing Complaint; and based upon information discovered during the course of the investigation into a complaint against Respondent, he believes the allegations and charges in the foregoing Complaint against Respondent are true, accurate and correct.

DATED this 9<sup>th</sup> day of February, 2018.

  
\_\_\_\_\_  
Wayne Hardwick, M.D.  
Chairman, Investigative Committee  
Nevada State Board of Medical Examiners

BEFORE THE BOARD OF MEDICAL EXAMINERS  
OF THE STATE OF NEVADA

\* \* \* \* \*

In the Matter of the License of )  
 )  
MARYANNE PHILLIPS, M.D., )  
 )  
Licensee. )

Case Nos.: 12-10032-1 and  
14-10032-1  
**FILED**

DEC 08 2017

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

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

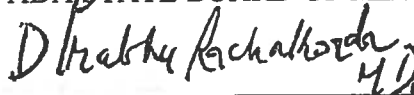
**ORDER MODIFYING PREVIOUSLY APPROVED  
SETTLEMENT AGREEMENT**

Maryanne Phillips, M.D. (Dr. Phillips), License No. 7635, personally appeared in Las Vegas, Nevada before the Nevada State Board of Medical Examiners (Board) at its regularly scheduled meeting on December 1, 2017, requesting termination of the probationary terms on her license to practice medicine in the state of Nevada as set forth in the Settlement Agreement, which was approved by the Board on September 9, 2016. After considering the request and speaking with Dr. Phillips, the Board enters the following order:

**IT IS HEREBY ORDERED** that the probationary status attached to Dr. Phillips' license to practice medicine in the state of Nevada is hereby removed, and her license is restored to active status with all remaining conditions and restrictions associated with the September 9, 2016 Settlement Agreement still in full force and effect. The terms of Paragraph 5(A) of the September 9, 2016 Settlement Agreement are incorporated herein by reference as conditions upon her license for 36 months from September 9, 2016. The Settlement Agreement is attached hereto as Exhibit A.

Dated this 7<sup>th</sup> day of December 2017.

NEVADA STATE BOARD OF MEDICAL EXAMINERS



Rachakonda D. Prabhu, M.D., President  
Nevada State Board of Medical Examiners

# EXHIBIT A

# EXHIBIT A

LV194756

# ORIGINAL

## BEFORE THE BOARD OF MEDICAL EXAMINERS OF THE STATE OF NEVADA

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In the Matter of Charges and  
Complaint Against  
MARYANNE D. PHILLIPS, M.D.,  
Respondent.

Case Nos.: 12-10032-1 & 14-10032-1

**FILED**

**SEP 09 2016**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

### SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board) and Maryanne D. Phillips, M.D. (Respondent), a licensed physician in Nevada, represented by John A. Hunt, Esq. of the law firm Morris Polich & Purdy, LLP, hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

#### A. Background

1. Respondent is a physician licensed by the Board, pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada since 1995 (License No. 7635).

2. On November 5, 2012, in Case No. 12-10032-1, the IC filed a formal Complaint (Complaint – No. 12-10032-1) charging Respondent with violations of the Medical Practice Act. Specifically, Complaint - No. 12-10032-1 alleges three counts. Count 1 alleges a violation of

<sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter and any 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.

1 NRS 630.301(3), disciplinary action taken by another state. Count II alleges a violation of  
2 NRS 630.306(11), failure to report in writing, within 30 days, any disciplinary action taken against the  
3 licensee by another state. Count III alleges a violation of NRS 630.306(2)(a), engaging in any conduct  
4 that is intended to deceive.

5           3. For purposes of this Agreement, Respondent and the IC further stipulate and agree that  
6 that the IC represented it was intending to amend Complaint - No. 12-10032-1 to include additional  
7 counts regarding allegations that Respondent failed to report to the Board that the Medical Board of  
8 California had taken disciplinary action against Respondent and failed to report to the Board that the  
9 Nevada State Board of Pharmacy (BOP) had taken disciplinary action against Respondent. The IC  
10 also represented that it was going to amend Complaint - No. 12-10032-1 to include additional counts  
11 regarding the disciplinary action taken by The Medical Board of California against Respondent and  
12 the disciplinary action taken by the BOP against Respondent. Accordingly, this Agreement addresses,  
13 resolves, and takes into consideration any and all claims/counts the Board or IC may have brought  
14 against Respondent relative to said matters, including but not necessarily limited to, any count alleging  
15 a violation of NRS 630.301(3), disciplinary action taken by another state, any count alleging a  
16 violation of NRS 630.306(11), failure to report in writing, within 30 days, any disciplinary action  
17 taken against the licensee by another state, or any count alleging a violation of NRS 630.306(2)(a),  
18 engaging in any conduct that is intended to deceive. Accordingly, Respondent and the IC agree that  
19 any and all allegations or claims regarding Respondent allegedly failing to report to the Board that the  
20 Medical Board of California and the BOP had taken disciplinary action against Respondent are hereby  
21 waived and/or released by the IC and/or the Board. Again, for ease of reference, reference to  
22 "Complaint - No. 12-10032-1" shall also include the matters addressed in this paragraph.

23           4. On April 22, 2014, in Case No. - 14-10032-1, the IC filed a formal Complaint  
24 (Complaint - No. 14-10032-1) charging Respondent with violations of the Medical Practice Act.  
25 Complaint - No. 14-10032-1 alleges three counts. Count I alleges one violation of NRS 630.3062(1),  
26 failure to maintain timely, legible, accurate and complete medical records relating to the diagnosis,  
27 treatment and care of a patient. Count II alleges one violation of NRS 630.301(4), malpractice as  
28 defined by NAC 630.040. Count III alleges one violation of NRS 630.306(2)(b), engaging in any

1 conduct that the Board has determined is a violation of the standards of practice established by  
2 regulation of the Board.

3 5. Respondent was properly served with a copy of Complaint - No. 12-10032-1 and  
4 with a copy of Complaint – No. 14-10032-1, and has reviewed both Complaints, understands both  
5 Complaints, and has had the opportunity to consult with competent counsel concerning the nature  
6 and significance of the Complaints.

7 6. Respondent is hereby advised of her rights regarding this administrative matter, and of  
8 her opportunity to defend against the allegations in Complaint - No. 12-10032-1 and in Complaint –  
9 No. 14-10032-1. Specifically, Respondent has certain rights in this administrative matter as set out by  
10 the United States Constitution, the Nevada Constitution, the Medical Practice Act, and the Nevada  
11 Administrative Procedure Act (APA), which is contained in NRS Chapter 233B. These rights include  
12 the right to a formal hearing on the allegations in Complaint - No. 12-10032-1 and in Complaint –  
13 No. 14-10032-1, the right to representation by counsel, at her own expense, in the preparation and  
14 presentation of her defense, the right to confront and cross-examine the witnesses and evidence against  
15 her, the right to written findings of fact, conclusions of law, and order reflecting the final decision of  
16 the Board, and the right to judicial review of the Board’s order, if the decision is adverse to her.

17 7. 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 8. 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 her and the Board.



1 **B. Terms & Conditions**

2 **NOW, THEREFORE**, in order to resolve the matters addressed herein (i.e., the matters  
3 with regards to Complaint - No. 12-10032-1and Complaint – No. 14-10032-1), Respondent and  
4 the IC hereby agree to the following terms and conditions:

5 1. **Jurisdiction.** Respondent is, and at all times relevant to Complaint - No. 12-  
6 10032-1and Complaint - No. 14-10032-1has been, a physician licensed to practice medicine in  
7 Nevada subject to the jurisdiction of the Board as set forth in the Medical Practice Act.

8 2. **Representation by Counsel/Knowing, Willing, and Intelligent Agreement.**  
9 Respondent understands that she may retain and consult counsel prior to entering into this  
10 Agreement at her own expense. Respondent acknowledges she is represented by counsel,  
11 John A. Hunt, Esq. of the law firm Morris Polich & Purdy, LLP, and wishes to resolve the matters  
12 addressed herein with counsel. Respondent agrees that if representation by counsel in this matter  
13 materially changes prior to entering into this Agreement and for the duration of this Agreement,  
14 that counsel for the IC will be timely notified of the material change. Respondent agrees that she  
15 knowingly, willingly, and intelligently enters into this Agreement after full consultation with and  
16 upon the advice of her counsel.

17 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms  
18 and conditions, Respondent knowingly, willingly, and intelligently waives all rights in connection  
19 with this administrative matter. Respondent hereby knowingly, willingly, and intelligently waives  
20 all rights arising under the United States Constitution, the Nevada Constitution, the Medical  
21 Practice Act, the APA, and any other legal rights that may be available to her or that may apply to  
22 her in connection with the administrative proceedings resulting from Complaint - No. 12-10032-  
23 1and Complaint - No. 14-10032-1filed in this matter, including defense of the Complaints,  
24 adjudication of the allegations set forth in the Complaints (in addition, as more fully addressed  
25 above, this also includes any anticipated amendments to Complaint 12-10032-1), and imposition  
26 of any disciplinary actions or sanctions ordered by the Board. Respondent agrees to settle and  
27 resolve the allegations of Complaint - No. 12-10032-1and Complaint - No. 14-10032-1as set out  
28 by this Agreement without a hearing or any further proceedings, and without the right to judicial

1 review.

2       4.     **Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges  
3 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is  
4 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent  
5 is not admitting that the Board’s claims/counts as alleged in the Complaints have merit and  
6 Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential  
7 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, she has  
8 evidence, witnesses, expert witness(es), and defenses to the counts/claims alleged in Complaint -  
9 No. 12-10032-1 and Complaint – No. 14-10032-1, but for the purposes of resolving the matter and  
10 for no other purpose, Respondent waives the presentation of evidence, witnesses, expert  
11 witnesses, and defenses in order to effectuate this Agreement.

12       5.     **Consent to Entry of Order.** In order to resolve Complaint - No. 12-10032-1 and  
13 Complaint - No. 14-10032-1 pending against Respondent without incurring any further costs or the  
14 expense associated with a hearing, Respondent hereby agrees that the Board may issue an order  
15 finding that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical  
16 Practice Act, to wit: one count of disciplinary action taken by another state, a violation of  
17 NRS 630.301(3), as outlined in Count I of Complaint No. - 12-10032-1 and one count of  
18 malpractice, a violation of NRS 630.301(4), as outlined in Count II of Complaint - No. 14-10032-

19 1. Accordingly, the following terms and conditions are hereby agreed upon:

20       A.     Respondent agrees to allow her license to practice medicine in the state of Nevada  
21 to be placed on probation for a period of 36 months from the date of the Board’s  
22 acceptance, adoption and approval of this Agreement (probationary period). The following  
23 terms and conditions shall apply during Respondent’s probationary period:

24           1.     During the probationary period, Respondent shall not prescribe any Class II  
25 - IV medications. If Respondent obtains a medical license coupled with the  
26 authority to prescribe Class II - IV medications in another jurisdiction, the Board  
27 will not object to Respondent prescribing Class II - IV medications in the  
28 jurisdiction in which Respondent obtained a medical license coupled with the

- 1 authority to prescribe Class II – IV medications. However, if Respondent  
2 prescribes any Class II – IV medications in another jurisdiction to any patient from  
3 Nevada, the IC shall be authorized to immediately summarily suspend  
4 Respondent’s license to practice medicine in Nevada.
- 5 2. During the probationary period, Respondent shall not administer drugs to  
6 patients except those that are necessary to perform her duties as an anesthesiologist.  
7 Accordingly, Respondent shall be able to administer drugs to patients to perform  
8 her duties as an anesthesiologist. The only drugs Respondent shall be able to  
9 administer to patients to perform her duties as an anesthesiologist are outlined in  
10 Exhibit “1.” The IC shall monitor Respondent’s administration of said drugs  
11 through reasonable random audits of her profile with the Nevada State Board of  
12 Pharmacy’s Prescription Monitoring Program and/or random audits of her patient  
13 medical charts. If Respondent administers any drugs outlined in Exhibit “1” to  
14 patients, Respondent shall be able to provide documentary proof upon request from  
15 a Board investigator that said drugs were administered solely to perform her duties  
16 as an anesthesiologist.
- 17 3. During the probationary period, Respondent agrees the Board shall have  
18 unfettered access to Respondent’s medical records and agrees they may be  
19 inspected randomly and without prior notice by investigators of the Board during  
20 the probationary period, to ensure that Respondent’s subsequent practice and  
21 record-keeping protocols are consistent with Nevada statutes and regulations.
- 22 4. During the probationary period, Respondent will be responsible for the  
23 costs involved in the ongoing administrative oversight relative to the probationary  
24 period and shall reimburse the Board within 30 days of a written request for  
25 reimbursement of the same.
- 26 5. During the probationary period, Respondent shall not engage, in any  
27 manner, in the practice of pain management.  
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6. During the probationary period, Respondent shall not be employed in any manner with a pain management clinic/practice.

7. During the probationary period, Respondent shall not have any business interest/ownership in any pain management clinic/practice.

8. During the probationary period, Respondent shall not work at any location where pain management is practiced.

9. During the probationary period, Respondent shall not supervise any physician assistants.

10. During the probationary period, Respondent shall provide the Board with the physical address of each location of employment. If an address of employment changes, Respondent shall notify the Board in writing of the new physical address within five business days of the change.

11. During the probationary period, Respondent shall comply with all laws related to the practice of allopathic medicine, whether state or federal, whether statutory or regulatory, and whether contained in NRS and NAC chapters 629, 630, 453, 454, 585 and 639.

12. Respondent shall allow Board investigators to enter each location where Respondent is practicing medicine at any time during each practice location's normal operating hours, including any room or area therein, to inspect the practice and review any or all of her patient and practice records.

B. Respondent may petition the Board before the probationary period has expired to request that the terms of this Agreement be modified or that the probationary period be terminated before the 36-month probationary period referenced above expires.

C. With regards to Complaint - No. 12-10032-1, Respondent shall pay a fine of five hundred and xx/100 dollars (\$500.00) for Count I within 30 days of the Board's acceptance, adoption and approval of this Agreement.

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///

1 D. With regards to Complaint – No. 14-10032-1, Respondent shall pay a fine of five  
2 hundred and xx/100 dollars (\$500.00) for Count II within 30 days of the Board’s  
3 acceptance, adoption and approval of this Agreement.

4 E. With regards to Counts II and III of Complaint - No. 12-10032-1 and Counts I and  
5 III of Complaint No. - 14-0032-1, the same shall be dismissed.

6 F. Respondent will pay the costs and expenses incurred in the investigation and  
7 prosecution of the above-referenced matters within 30 days of the Board’s acceptance,  
8 adoption and approval of this Agreement (i.e., Complaint - No. 12-10032-1 and Complaint  
9 – No. 14-10032-1), the current amounts being \$4,567.42 for Complaint - No. 12-10032-1  
10 and \$4,360.36 for Complaint – No. 14-10032-1, not including any costs that may be  
11 necessary to finalize this Agreement.

12 G. Respondent shall be issued a public letter of reprimand.

13 H. Respondent shall take six hours of continuing medical education (CME) related to  
14 anesthesiology within 12 months from the date of the Board’s acceptance, adoption and  
15 approval of this Agreement. The aforementioned hours of CME shall be in addition to any  
16 CME requirements that are regularly imposed upon Respondent as a condition of licensure  
17 in the state of Nevada and shall be approved by the Board prior to their completion.

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

20 **6. Release From Liability.** In execution of this Agreement, Respondent understands  
21 and agrees that the state of Nevada, the Board, and each of its members, staff, counsel,  
22 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants, and  
23 agents are immune from civil liability for any decision or action taken in good faith in response to  
24 information acquired by the Board. NRS 630.364(2). Respondent agrees to release the state of  
25 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,  
26 committees, panels, hearing officers, consultants, and agents from any and all manner of actions,  
27 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and  
28 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against

1 any or all of the persons, government agencies, or entities named in this paragraph arising out of,  
2 or by reason of, this investigation, this Agreement, or the administration of the cases referenced  
3 herein.

4       7.     Procedure for Adoption of Agreement. The IC and counsel for the IC shall  
5 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
6 resolution of Complaint - No. 12-10032-1and Complaint – No. 14-10032-1. In the course of  
7 seeking Board acceptance, approval, and adoption of this Agreement, counsel for the IC may  
8 communicate directly with the Board staff and the adjudicating members of the Board.

9       Respondent acknowledges that such contacts and communication may be made or  
10 conducted ex parte, without notice or opportunity to be heard on her part until the public Board  
11 meeting where this Agreement is discussed, and that such contacts and communications may  
12 include, but not be limited to, matters concerning this Agreement, the Complaint, and any and all  
13 information of every nature whatsoever related to this matter. The IC and its counsel agree that  
14 Respondent may appear at the Board meeting where this Agreement is discussed and, if requested,  
15 respond to any questions that may be addressed to the IC or the IC's counsel.

16       8.     Effect of Acceptance of Agreement by Board. In the event the Board accepts,  
17 approves, and adopts this Agreement, the Board shall issue a final order, making this Agreement  
18 an order of the Board.

19       9.     Effect of Rejection of Agreement by Board. In the event the Board does not  
20 accept, approve, and adopt this Agreement, this Agreement shall be null, void, and of no force and  
21 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
22 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement  
23 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
24 Agreement shall disqualify any member of the adjudicating panel of the Board from considering  
25 Complaint - No. 12-10032-1and Complaint - No. 14-10032-1and from participating in disciplinary  
26 proceedings against Respondent, including adjudication of the cases; and (2) Respondent further  
27 agrees that she shall not seek to disqualify any such member absent evidence of bad faith.

28       10.    Binding Effect. If approved by the Board, Respondent understands that this

1 Agreement is a binding and enforceable contract upon Respondent and the Board.

2 11. Forum Selection Clause. The parties agrees that in the event either party is  
3 required to seek enforcement of this Agreement in district court, the parties consent to such  
4 jurisdiction and agree that exclusive jurisdiction shall be either the Second Judicial District Court,  
5 state of Nevada, Washoe County.

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

9 13. Failure to Comply with Terms. Should Respondent fail to comply with any term  
10 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by  
11 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
12 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.  
13 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
14 expenses, or fees owed to the Board, is a failure to comply with an order of the Board, which may  
15 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).  
16 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a  
17 condition of this Agreement may subject Respondent to civil collection efforts.

18  
19 Dated this 8 day of March, 2016.

Dated this 8 day of March, 2016.

20  
21 By: [Signature]  
22 Robert Kilroy, Esq.  
Attorney for the Investigative Committee

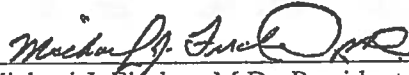
By: [Signature]  
John A. Hunt, Esq.  
Attorney for Respondent

23 UNDERSTOOD AND AGREED:

24 [Signature]  
25 MARYANNE D. PHILLIPS, M.D., Respondent  
26 Dated this 8 day of March, 2016.

27  
28

1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the  
2 Nevada State Board of Medical Examiners on the 9<sup>th</sup> day of September 2016, with the final total  
3 amount of costs due of \$8,927.78.

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6 Michael J. Eischer, M.D., President  
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS  
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**EXHIBIT**

**1**

**EXHIBIT**

**1**

acetaminophen	heparin	nitroprusside 50 mg injection
ademosine	heparin sodium	norepinephrine
Adenosine 3 mg/ml 2 ml vial	hetastach 6% 500 ml drip	ocular lubricant
albuterol	hydralazine	ondansetron
albuterol hfa	hydralazine hcl	ophthalmic lubricant
alfentanil	hydrocortisone 100mg/2mL	peinephrine PFS
alfentanyl	hydrocortisone 250mg/2mL	phenylephrine 100mcg/1mL
aminocaproic acid	hydrocortisone pf	phenylephrine 10mcg/1mL
amiodarone	hydromorphone	phenylephrine hcl
atracurium	iopamidol	physostigmine
atropine	ketamine	promethazine hcl
atropine sulfate	ketorolac	propofol 10mg/1mL
benzocaine/tetracaine topical	ketorolac tromethamine	propofol 200mg/20mL
bivalirudin	labetalol 5 mg/ml 4ml syringe	propofol/benzyl
bupivacaine 0.25% epi 1:200K	lidocaine 1% epi 1:100,000	propranolol
bupivacaine	lidocaine 1% MPF	protamine 10mg/1mL
calcium chloride	lidocaine 1% pf	protamine 50mg/5mL
calcium chloride 10%	lidocaine 2%	protamine sulfate
cefazolin	lidocaine 2% 100mg/5mL	rocuronium
cefazolin sodium	lidocaine 2% 20 mg/ml 5ml sdv	sodium bicarbonate
cefoxitin	lidocaine 2% 5 ml jelly	sodium chloride
dexamethasone 10mg/1mL	lidocaine 2% MPF	sodium chloride 10%
dexamethasone 4mg/1mL	lidocaine 2% topical	sterile water
dexamethasone na phosphate	lidocaine 5% topical	succinylcholine
dextrose	lidocaine hcl 2%	succinylcholine chloride
dextrose 50% 50 ml syringe	lta kit 4% 4 ml top soln	sufentanil
digoxin	meperidine	sufentanil citrate
diltiazem	methpredinsolone sodium succ	triamcinolone
diphenhydramine	methyiprednisole sod succ	vasopressin
diphenhydramine hcl	methylprednisolone NA succ	vecuronium
dobutamine	metoclopramide	verapamil
doxapram	metoprolol	water for injection, fliptop
edrophonium/atropine	midazolam	
ephedrine 50mg/1mL	midazolam 2 mg/2mL	
ephedrine 5mg/1mL	midazolam 5mg/5mL	
ephedrine sulfate	milrinone 20mg/100mL	
epinephrine	milrinone 20mg/20mL	
epinephrine 10 ml bristojet	milrinone lactate iv	
esmolol	morphine	
esmolol hcl	morphine 10mg/1mL	
etomidate	morphine PF 10mg/10mL	
famotidine	naloxone	
fentanyl	naloxone 0.4 mg/1 ml inj.	
flumazenil	neostigmine	
furosemide	neostigmine 10 mg/10 ml vial	
gentamycin sulfate	nitroglycerin	
glycopyrrolate	nitroglycerin 2% ud	

**10B**

## CONTROLLED SUBSTANCE REGISTRATION APPLICATION

Nevada State Board of Pharmacy  
985 Damonte Ranch Pkwy, Suite 206 - Reno, NV 89521

**Registration Fee: \$80.00** (non-refundable money order or cashier's check only)  
**(This application cannot be used by PA's or APRN's)**

First: Robert Middle: \_\_\_\_\_ Last: Toledo Degree: DO  
 SS#: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Practice Name (if any): Henderson Wellness OBLGYN  
 Nevada Address: 1552 W Warm Springs Rd Suite #: 100  
(This must be a practicing address, we will not issue a license to a home address or to a PO Box only)  
 City: Henderson State: NV Zip Code: 89014  
 E-mail: dr.robtoledo@gmail.com Contact E-mail: nolly@deserttreatment.com  
 Work Telephone: 702-933-5544 Fax: 702-933-5545  
 Practitioner License Number: 1057 Specialty: OBLGYN  
 Sex:  M or  F

**You must have a current Nevada license with your respective BOARD before we will process this application. The Nevada license must remain current to keep the controlled substance registration.**

		Yes	No
<b>Been diagnosed or treated for any mental illness, including alcohol or substance abuse, or Physical condition that would impair your ability to perform the essential functions of your license?....</b>			
1. Been charged, arrested or convicted of a felony or misdemeanor in <u>any</u> state? .....		<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Been the subject of a board citation or an administrative action whether completed or pending in <u>any</u> state? ...		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Had your license subjected to any discipline for violation of pharmacy or drug laws in <u>any</u> state?.....		<input checked="" type="checkbox"/>	<input type="checkbox"/>
If you marked YES to any of the numbered questions (1-3) above, include the following information & provide an explanation and documentation:			
Board Administrative Action:		State	Date:
		Case #:	
		<u>NV</u>	<u>07/25/2018</u>
		<u>16-013-PD-S</u>	<u>See Attached</u>
Criminal Action:	State	Date:	Case #:
		County	Court

**It is a violation of Nevada law to falsify this application and sanctions will be imposed for misrepresentation. I hereby certify that I have read this application. I certify that all statements made are true and correct.**

**I understand that Nevada law requires a licensed physician who, in their professional or occupational capacity, comes to know or has reasonable cause to believe, a child has been abused/neglected, to report the abuse/neglect to an agency which provides child welfare services or to a local law enforcement agency.**

*R. Toledo*  
 Original Signature, no copies or stamps accepted. Date: 06/19/2019

Board Use Only: Date Processed: _____ Amount: <u>80.00</u>
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**FILED**

**JUL 25 2018**

**NEVADA STATE BOARD OF PHARMACY**

**BEFORE THE NEVADA STATE BOARD OF PHARMACY**

<b>NEVADA STATE BOARD OF PHARMACY,</b>	)	<b>CASE NO. 16-013-PD-S</b>
	)	
<b>Petitioner,</b>	)	
<b>v.</b>	)	
	)	
<b>ROBERT TOLEDO, D.O.,</b>	)	<b>FINDINGS OF FACT,</b>
<b>Certificate of Registration Nos. CS11019,</b>	)	<b>CONCLUSIONS OF LAW</b>
<b>CS17832,</b>	)	<b>AND ORDER</b>
<b>CS19754,</b>	)	
<b>CS23073,</b>	)	
<b>PD00063, and</b>	)	
<b>PD11019,</b>	)	
	)	
<b>Respondent.</b>	/	

This matter came before the Nevada State Board of Pharmacy (Board) at its regularly scheduled meeting on Wednesday, July 18, 2018, in Las Vegas, Nevada. Brett Kandt, Esq., appeared and prosecuted the case before the Board. Respondent Robert Anthony Toledo, D.O. (Toledo), Certificate of Registration Nos. CS11019, CS17832, CS19754, CS23073, PD00063 and PD11019, appeared with counsel, John Cotton, Esq. The Board heard the case and, based on the evidence presented, the Board makes the following Findings of Fact, Conclusions of Law and Order.

**FINDINGS OF FACT**

The allegations against Toledo, as stated in the Accusation on file herein, and upon which Toledo admits and the Board makes findings of fact, are as follows:

1. Toledo held active Controlled Substance Registrations, Certificate Nos. CS11019, CS17832, CS19754, and CS23073, and Practitioner Dispensing Registrations, Certificate Nos. PD00063 and PD11019, issued by the Board at the time of the events set forth herein.
2. Toledo also held an active license issued by the Nevada State Board of Osteopathic Medicine to practice osteopathic medicine in Nevada (License No. 1057), and owned and operated Henderson Wellness Medical Spa & Colonics (HWMS), located at 9895 Maryland Parkway, #C, Las Vegas, Nevada.
3. On March 30, 2016, investigators from the Board and the Nevada State Board of Osteopathic Medicine conducted a joint investigation of HWMS.

4. When the investigators arrived at HWMS, there was no one present there who was licensed to possess, access, order, prescribe or dispense dangerous drugs or controlled substances.

5. Toledo arrived at HWMS approximately thirty (30) minutes after the investigators arrived and initiated their investigation.

6. Prior to Toledo's arrival on March 30, 2016, Toledo's staff wrote and dispensed prescriptions for two (2) walk in patients without Toledo present at HWMS.

7. Toledo's HWMS staff assisted each of the two (2) patients to complete a Medical Weight Loss Program – Progress Note, and, in Toledo's absence, signed the Medical Weight Loss Program – Progress Notes with a stamp of Toledo's signature.

8. Without Toledo present, his HWMS staff created a prescription for each patient, prescription numbers 11211 for patient W.H., and 11212 for patient L.V., by stamping Phentermine 37.5 MG and instructions for use on a copied prescription blank bearing Toledo's pre-signed signature.

9. Toledo's staff accessed HWMS's inventory of controlled substances and dangerous drugs and dispensed Phentermine 37.5 MG tablets to each patient without Toledo present and without Toledo or any licensed practitioner examining the patient to establish a bona fide therapeutic relationship between Toledo and the patient.

10. Phentermine is a schedule IV-controlled substance.

11. Toledo established a system at HWMS wherein he directed his staff to routinely possess, prescribe and dispense controlled substances and dangerous drugs to patients on his behalf and in his absence without a bona fide relationship between Toledo and the patient, at significant risk of harm to the public.

12. HWMS had five (5) manila folders onsite that each contained copies of pre-signed prescription blanks which were pre-written for a dangerous drug and each bearing Toledo's copied signature. When a patient visited HWMS for a prescription, an unlicensed staff member wrote in the patient's name and information.

13. The copies of pre-signed prescriptions in the five manila folders at HWMS included:
  - Latisse – 14 pre-signed copied prescription blanks.
  - Obagi CRS – 11 pre-signed copied prescription blanks.
  - Obagi Nuderm – 21 pre-signed copied prescription blanks.
  - Obagi Clenziderm – 13 pre-signed copied prescription blanks.
  - Rx Sheets – 17 pre-signed copied prescription blanks for use when staff wrote for Phentermine and other prescription medications other than the Latisse and Obagi products.
14. Toledo maintained a stock of controlled substances and dangerous drugs that were readily accessible to HWMS staff in Toledo's absence.
15. The acts performed by Toledo's HWMS staff constituted the practice of medicine since they involved assessment, diagnosis, and treatment of HWMS's patients.
16. None of Toledo's HWMS staff were licensed to practice medicine as a physician, physician's assistant, or advanced practice registered nurse.
17. Toledo did not examine any of the patients of HWMS in any capacity and did not maintain medical charts on any patients of HWMS.
18. Toledo's HWMS staff possessed the controlled substances and dangerous drugs they dispensed with Toledo's knowledge and consent and through the exercise of Toledo's authority to obtain and/or prescribe controlled substances and dangerous drugs.
19. On August 16, 2016, the Nevada State Board of Osteopathic Medicine approved and entered a Settlement Agreement and Order *In the Matter of Robert Toledo, D.O.*, Case No. AD1606001.
20. Toledo entered into a Memorandum of Agreement with the U.S. Drug Enforcement Administration in May of 2017 after an audit revealed that from January 1, 2014 through November 28, 2016, Toledo dispensed 32,245 more Phentermine tablets than he was able to validate through invoice purchases.

### CONCLUSIONS OF LAW

Based on the forgoing findings of fact, the Board concludes as a matter of law:

1. The Board has jurisdiction over this matter and this respondent because at the time of the events herein, Toledo held active registrations issued by the Board to prescribe and dispense controlled substances and dangerous drugs.
2. The applicable law in this matter is as follows:
  - a. No person may possess a controlled substance or dangerous drug in Nevada except as authorized by law. NRS 453.336; NRS 453.338; NRS 453.373; NRS 454.213; NRS 454.316; NRS 454.321.
  - b. No person may prescribe and dispense controlled substances in Nevada except as authorized by law. NRS 453.226; NRS 453.375(1); NRS 453.377; NRS 639.235(1); NAC 639.742(1), (3) and (4); 21 CFR § 1301.11; 21 CFR § 1306.03.
  - c. A physician may prescribe and dispense controlled substances only for a legitimate medical purpose and in the usual course of his professional practice. NRS 453.381(1); 21 CFR § 1306.04.
  - d. Each written prescription for a controlled substance must contain the handwritten signature of the prescribing practitioner. NRS 639.013(1)(a); NRS 639.2353(2); NAC 453.440(1)(c); 21 CFR § 1306.05.
  - e. No person may prescribe and dispense dangerous drugs in Nevada except as authorized by law. NRS 454.213; NRS 454.215; NRS 639.235(1); NAC 639.742(1), (3) and (4).
  - f. Each written prescription for a dangerous drug must contain the handwritten signature of the prescribing practitioner. NRS 639.013(1)(a); NRS 639.2353(2); NRS 454.223; NAC 454.060(1).
  - g. A dispensing practitioner must secure all controlled substances and dangerous drugs in his inventory in a locked storage area to which the dispensing practitioner has the only key or lock combination. NRS 453.375; NAC 453.400; NAC 453.410(1)(d); NAC 639.742(3)(c) and (4)(a); NAC 639.745(1)(c).



- h. A dispensing practitioner shall ensure that no prescription for a controlled substance or dangerous drug is dispensed to a patient unless the dispensing practitioner is on-site at the facility. NAC 639.742(3)(e).
- i. “Performing or in any way being a party to any fraudulent or deceitful practice or transaction” constitutes “unprofessional conduct and conduct contrary to the public interest.” NAC 639.945(1)(h).
- j. A licensee “[p]erforming any of his or her duties as the holder of a license, certificate or registration issued by the Board . . . in an incompetent, unskillful or negligent manner” constitutes “unprofessional conduct and conduct contrary to the public interest.” NAC 639.945(1)(i).
- k. “Aiding or abetting a person not licensed to practice pharmacy in the State of Nevada” constitutes “unprofessional conduct and conduct contrary to the public interest.” NAC 639.945(1)(j).
- l. “Prescribing a drug as a prescribing practitioner to a patient with whom the prescribing practitioner does not have a bona fide therapeutic relationship” constitutes “unprofessional conduct and conduct contrary to the public interest.” NAC 639.945(1)(o).
- m. The Board may suspend or revoke a registration issued pursuant to NRS 453.231 to prescribe or otherwise dispense a controlled substance upon a finding that the registrant has committed an act that would render registration inconsistent with the public interest. NRS 453.236(1)(d) and NRS 453.241(1).
- n. Engaging in conduct that constitutes unprofessional conduct or that is contrary to the public interest is grounds for suspension or revocation of any license issued by the Board. NRS 639.210(4).
- o. Violating any provision of the Federal Food, Drug and Cosmetic Act or any other federal law or regulation relating to prescription drugs is grounds for suspension or revocation of any license issued by the Board. NRS 639.210(11).
- p. Violating, attempting to violate, assisting or abetting in the violation of or conspiring to violate any law or regulation relating to drugs, the manufacture or distribution of drugs

or the practice of pharmacy is grounds for suspension or revocation of any license issued by the Board. NRS 639.210(12).

3. By allowing his HWMS staff, none of whom were practitioners licensed to possess controlled substances, to use his authority to access and possess an inventory of controlled substances, Toledo aided and abetted his HWMS staff in the unlicensed practice of pharmacy in violation of NRS 453.338(1) and engaged in unprofessional conduct and conduct contrary to the public interest as defined in NAC 639.945(g), (h), (i), (j) and (k) and NRS 633.131(d). For that conduct, Toledo is subject to discipline pursuant to NRS 639.210(1), (4), (12) and (16), and NRS 639.255.

4. By allowing his HWMS staff, none of whom were practitioners licensed to possess dangerous drugs, to use his authority to obtain and possess an inventory of dangerous drugs, Toledo aided and abetted his HWMS staff in the unlicensed practice of pharmacy in violation of NRS 454.213; NRS 454.311 and NRS 454.316 and engaged in unprofessional conduct and conduct contrary to the public interest as defined in NAC 639.945(g), (h), (i), (j) and (k) and NRS 633.131(d). For that conduct, Toledo is subject to discipline pursuant to NRS 639.210(1), (4), (12) and (16), and NRS 639.255.

5. By allowing his HWMS staff, none of whom were practitioners licensed to prescribe controlled substances, to issue prescriptions for controlled substances using pre-signed and copied prescription blanks or a stamp of Toledo's signature to patients with whom Toledo had no bona fide therapeutic relationship, Toledo violated and/or aided and abetted his HWMS staff in violating 21 CFR § 1306.03; 21 CFR § 1306.04; 21 CFR § 1306.05; NRS 453.321(1)(a); NRS 453.331(1)(b), (c), (d), (f) and (h), NRS 453.381(1); NRS 639.2813(1) and NAC 453.440(1)(c). Toledo has therefore engaged in unprofessional conduct and conduct contrary to the public interest as defined in NAC 639.945(g), (h), (i), (k), (n) and (o) and NRS 633.131(d). For that conduct, Toledo is subject to discipline pursuant to NRS 639.210(1), (4), (11), (12) and (16), and NRS 639.255.

6. By allowing his HWMS staff, none of whom were practitioners licensed to prescribe dangerous drugs, to issue prescriptions for dangerous drugs using pre-signed and copied prescription

blanks or a stamp of Toledo's signature to patients with whom Toledo had no bona fide therapeutic relationship, Toledo violated and/or aided and abetted HWMS's staff in violating NRS 454.221(1), NRS 454.223, NRS 454.311(1) and (2), NRS 454.316; NRS 639.2813(1); NAC 454.060(1) and NRS 639.235(1). Toledo has therefore engaged in unprofessional conduct and conduct contrary to the public interest as defined in NAC 639.945(g), (h), (i), (k), (n) and (o) and NRS 633.131(1)(d). For that conduct, Toledo is subject to discipline pursuant to NRS 639.210(1), (4), (12) and (16), and NRS 639.255.

7. By allowing his HWMS staff, none of whom were practitioners licensed to prescribe dangerous drugs, to dispense controlled substances and/or dangerous drugs using pre-signed and copied prescription blanks or a stamped signature to patients with whom Toledo had no bona fide therapeutic relationship, Toledo violated and/or aided and abetted his HWMS staff in violating 21 CFR § 1306.03; 21 CFR § 1306.04; 21 CFR § 1306.05; NRS 639.235(1); NRS 639.284(2) and NRS 639.285. Toledo has therefore engaged in unprofessional conduct and conduct contrary to the public interest as defined in NRS 639.945(g), (h), (i), (j), (k), (n) and (o). For that conduct, Toledo is subject to discipline pursuant to NRS 639.210(1), (4), (11), (12) and (16), NRS 639.255 and NAC 639.7445.

8. By allowing his HWMS staff, none of whom were practitioners licensed to prescribe controlled substances, to possess and dispense controlled substances to patients with whom he had no bona fide therapeutic relationship, Toledo aided and abetted HWMS's staff in violating 21 CFR § 1301.11; NRS 639.100(1); NRS 453.316(1); and NRS 453.331(1)(b), (c), (d), (f) and (h). Toledo has therefore engaged in unprofessional conduct and conduct contrary to the public interest as defined in NRS 639.945(g), (h), (i), (j), (k), (n) and (o). For that conduct, Toledo is subject to discipline pursuant to NRS 639.210(1), (4), (11), (12) and (16), NRS 639.255 and NAC 639.744

9. By allowing his HWMS staff, none of whom were practitioners licensed to prescribe dangerous drugs, to possess and dispense dangerous drugs to patients with whom he had no bona fide therapeutic relationship, Toledo aided and abetted HWMS's staff in violating NRS 639.100(1); NRS 454.215 and NRS 454.321. Toledo has therefore engaged in unprofessional conduct and conduct contrary to the public interest as defined in NRS 639.945(g), (h), (i), (j), (k), (n) and (o). For that

conduct, Toledo is subject to discipline pursuant to NRS 639.210(1), (4), (12) and (16), NRS 639.255 and NAC 639.7445.

10. By allowing his HWMS staff, none of whom were practitioners licensed to possess, prescribe and dispense controlled substances or dangerous drugs, to possess, prescribe and dispense controlled substances and dangerous drugs under his authority, Toledo performed and/or was a party to fraudulent and deceitful practices and transactions and engaged in unprofessional conduct and conduct contrary to the public interest pursuant to NAC 639.945(1)(h), and is subject to discipline pursuant to NRS 639.210(4) and NRS 639.255.

11. By dispensing, and/or by allowing his unlicensed HWMS staff to dispense, controlled substances to patients without Toledo's valid handwritten signature on each written prescription, Toledo acted in violation of 21 CFR § 1306.05; NRS 639.2353(2); NAC 453.440(1)(c); and NAC 453.410(1)(b)(8), and is subject to discipline pursuant to NRS 639.210(1), (4), (11), (12) and (16), NRS 639.255 and NAC 639.7445.

12. By dispensing, and/or by allowing his unlicensed HWMS staff to dispense, dangerous drugs to patients without Toledo's valid handwritten signature on each written prescription, Toledo acted in violation of NRS 454.223(2)(a); NRS 639.2353(2); and NAC 454.060(1), and is subject to discipline pursuant to NRS 639.210(1), (4), (12) and (16), NRS 639.255 and NAC 639.7445.

13. By allowing his unlicensed HWMS staff access to his inventory of controlled substances and dangerous drugs when he was not on site at his facility, Toledo violated NRS 453.375; NAC 453.400; NAC 453.410(1)(d); NAC 639.742(3)(c) and (4)(a), and NAC 639.745(1)(c), and is subject to discipline under NRS 639.210(11) and (12), NRS 639.255 and NAC 639.7445.

14. By allowing his unlicensed HWMS staff to dispense controlled substances and dangerous drugs to patients when he was not on-site at his facility, Toledo violated and/or aided and abetted his HWMS staff in violating 21 CFR § 1301.11 and NAC 639.742(3)(e), and is subject to discipline pursuant to NRS 639.210(11) and (12), NRS 639.255 and NAC 639.7445.

15. By allowing his unlicensed HWMS staff to dispense prescriptions for controlled substances and dangerous drugs without Toledo first personally checking the medications and

initialing them before they were dispensed, Toledo violated 21 CFR § 1306.05 and NAC 639.743(2)(a) and/or (b). Toledo is therefore subject to discipline pursuant to NRS 639.210(11) and (12), NRS 639.255 and NAC 639.7445.

16. By providing pre-signed prescription blanks and/or a stamp of his signature to his HWMS staff, none of whom were practitioners licensed to prescribe controlled substances, and by facilitating the issuance of prescriptions for controlled substances to patients with whom Toledo does not have a bona fide therapeutic relationship, Toledo committed an act that would render his Nevada Controlled Substance Registration inconsistent with the public interest pursuant to NRS 453.231 and is subject to discipline pursuant to NRS 453.236(1)(d) and NRS 453.241(1).

### ORDER

#### **THEREFORE, THE BOARD HEREBY ORDERS AS FOLLOWS:**

1. Respondent Robert Anthony Toledo's Controlled Substance Registrations, Certificate Nos. CS11019, CS17832, CS19754, and CS23073, and Practitioner Dispensing Registrations, Certificate Nos. PD00063 and PD11019, are each revoked effective as of the date of the hearing, July 18, 2018.

2. Unless and until Toledo applies for reinstatement of one or more of his controlled substance registrations and/or his dispensing practitioner registrations, and the Board reinstates his registration(s), Toledo:

a. May not possess any controlled substance other than a controlled substance that was lawfully prescribed to him by a licensed practitioner and lawfully dispensed to him for his own personal use to treat a documented medical necessity.

b. May not possess any controlled substance for office use or for patient use and must immediately and lawfully dispose of any and all controlled substances in his possession and/or control, other than a controlled substance lawfully prescribed and dispensed to him for his own personal use.

c. May not prescribe any controlled substance.

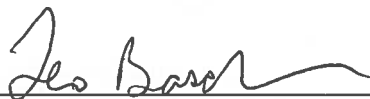
d. May not dispense any controlled substance or dangerous drug.

3. Toledo may not apply for reinstatement of his controlled substance or dispensing practitioner registrations until after “a period of not less than 1 year has lapsed since the date of revocation,” as required by NRS 639.257(1).

4. In the event Toledo applies for reinstatement, or for any other registration or certificate with the Board, he shall appear before the Board to answer questions and give testimony regarding his application, his compliance with this Order, and the facts and circumstances underlying this matter.

**IT IS SO ORDERED.**

Entered this 25 day of July, 2018.

  
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Leo Basch, President  
Nevada State Board of Pharmacy