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7A

Documentation for this Agenda Item will be provided at a later date.

7B

Y

NEVADA STATE BOARD OF PHARMACY
985 Damonte Ranch Pkwy Ste 206 – Reno, NV 89521

CONTROLLED SUBSTANCE APPLICATION Registration Fee: \$200.00
(Non-refundable check or credit card. Credit Cards are charged a 5% processing fee)

(This application cannot be used by PA's or APRN's)

First: Stephen Middle: Richard Last: Lauterbach

Practice Name (if any): _____

Nevada Address: 6240 N. Durango Dr. Suite 120 Suite #: 120

(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: NV Zip Code: 89149

PO Box: _____ SS# or ITIN: _____

E-mail address: _____

Work Telephone: 702-791-7855 Personal Phone: _____

Fax: 702-791-7859 Degree: M.D.

Date of Birth: _____ Sex: M or F

Practitioner License Number: NV 19703 Specialty: Vascular Surgery

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		
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?....					
1.	Been charged, arrested or convicted of a felony or misdemeanor in <u>any</u> state?	<input checked="" type="checkbox"/>	<input 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"/>		
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 #:		
		/ /			
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.

Stephen Lauterbach
Original Signature, no copies or stamps accepted.

03-16-2020
Date

Board Use Only: Date Processed: _____ Amount: 200.00

March 17, 2020

Dear Nevada State Board of Pharmacy,

I have included explanations to the "yes" answers with my application. I do not wish for the (*) answers/explanations to be made public knowledge. The criminal arrests and convictions are not public knowledge and have been expunged and or dismissed. Specifically, questions 1 a, b, and c answers marked in blue asterisk on my response sheet page 1.

I also do not wish to be made public my discussion of past evaluation and treatment for alcohol use/abuse. These paragraphs are on the bottom of page 2 and on all of page 3. These are marked with blue asterisks as well. I thank you for your confidentiality regarding past legal events and personal medical treatment.

I have available most of the NY, CA, MA, and Utah Medical Board documents regarding action taken pertaining to my medical licensure and certainly the most recent ones. I know some are available on the state medical board websites. I have explained all actions taken by every state in question 2 explanations on page 1 and 2 of my response sheets. These documents are some several hundred pages and I shall readily send to you electronically is so desired.

I thank you for the consideration for a controlled substance license. I have never had issues with breaking any laws concerning writing prescriptions for any medication; controlled or uncontrolled. My surrender of my DEA license followed my NY medical license suspension. I could not hold a DEA license without a valid state medical license.

Please contact me if I can be of any assistance. I thank you very much.

Sincerely,



Stephen R. Lauterbach, M.D.

03-17-2020

Nevada State Board of Pharmacy

Controlled Substance Application

Explanations of "Yes" Answers

Stephen R. Lauterbach, M.D.

- *1.a.) I was convicted of felony domestic violence in the Superior Court of California, San Diego County (North County Vista, CA) in November, 2002. (Case # SCN 146 916). I was visiting my son, age 5, in Carlsbad, CA at my ex-wife's house on father's day June 16, 2002 where he resided. After drinking earlier in the day, my ex-wife and I argued and engaged in a physical altercation. I plead no contest to the felony domestic violence. The felony was reduced to a misdemeanor in November, 2003 and expunged in January, 2006. (See attached documents regarding the reduction to misdemeanor, and final expungement with probation termination).
- *1.b.) I was arrested in New Hartford, NY on 5/15/2010 for suspicion of driving under the influence. There was no collision of the vehicle, no other vehicles or individuals were involved, nor were there any injuries sustained by me. I failed a roadside breathalyzer. I was taken to the police station and was later released to home on my own recognizance that evening. I was convicted of driving while ability impaired (DWAI), a violation not a crime, on 01/20/2011 in the New Hartford Town Court, Oneida County, NY (case # 10050553). (See attached dismissal disposition document).
- *1.c.) I was convicted of 3rd degree misdemeanor assault November 15, 2016 in Binghamton City Court, Broome County, NY (case # CR-03647-16). I drank alcohol on my first evening of vacation, August 16, 2016, at my then girlfriend's apartment and got into an argument with her. I pushed her away from me as she was videotaping me on her cell phone. I left her apartment and went home. She filed a complaint the next day with the police. I satisfied the terms of probation (6 months) imposed by the Binghamton City Court and successfully completed inpatient treatment (90 days) for alcohol abuse at Talbott Recovery Center in Atlanta, GA which I entered. The misdemeanor conviction was reduced to a violation of harassment in the 2nd degree in July, 2017. (See attached dismissal document).
2. My New York medical license #201398 was placed on 5 years probation in 2003 stemming from my felony conviction of domestic violence in San Diego, CA in November, 2002. This probation was terminated in 2009 when I moved to New York to practice. I admitted to chronic intermittent alcohol use in 2011 and New York placed me on 5 years probation in May 2012. I self enrolled into the New York Committee for Physician's Health (CPH) in the fall of 2011. New York suspended my

license in October, 2016 for 18 months after I self reported consuming alcohol on vacation in August, 2016. New York reinstated my license in July, 2019 with 5 years probation.

My California license #A74720 was not probated in 2002 after my domestic violence felony conviction. The CA Medical Board investigated the matter. After New York placed me on probation on April 26, 2012, California placed me on probation on May 10, 2013. California revoked my license on August 25, 2017 after New York suspended me in October, 2016. I am allowed to reapply for CA license reinstatement in August, 2020 which I plan to do.

My Massachusetts license #158823 expired on 11/09/2001 for failure to renew. The license was suspended on 05/19/2004 after New York placed me on probation in 2003 and the suspension immediately was stayed as I entered a probation agreement. The MA license is considered lapsed.

I received a Utah medical license # 11429455-1205 on October 3, 2019. This license was immediately revoked and the revocation was immediately stayed and placed on probation for 5 years. The license has no clinical restrictions.

I received a medical license from the Nevada State Board of Medical Examiners #19703 on March 13, 2020. The license is unrestricted and conditional. The conditions are: 1. A one year preceptorship where the preceptor reports to the Board on my behalf twice a month for 6 months and then monthly. 2. I am to remain compliant in the PRN program I am enrolled in until 12-07-2021.

3. As a result of the suspension of my New York medical license in October, 2018, my DEA #BL6238958 was surrendered on 01/24/2017. I was recently issued a Utah controlled substance license #11429455-8905 on October 3, 2019 without restriction. I have never violated any pharmacy of drug laws in any state.

* These arrests and convictions clearly highlight my past untreated alcoholism. I am fully responsible for my unprofessional and abhorrent actions on these days. I am grateful I received the necessary treatment for my underlying condition and am living a recovered life today. I have been compliant with monitoring by the Committee for Physicians Health (CPH) in New York from December, 2016 to September, 2019 and remained compliant from October, 2019 to February, 2020 with Utah's Division of Professional Licensing (DOPL). I remain compliant in the Professional

- ✖ Recovery Network (PRN) in Las Vegas, NV which I joined in February, 2020. I have documented continuous sobriety since September 1, 2016 when I entered Talbott to the present day.
- ✖ I have been enrolled and compliant in the Professional Recovery Network (PRN), 5900 W. Rochelle Ave., Las Vegas, NV 89103 since February, 2020. Larry Espadero, LADC, Director of Chemical Dependency, Montevista Hospital is my PRN director. His telephone number is 702-251-1377.
- ✖ I was an inpatient at Talbott Recovery Campus (TRC), 5448 Yorktown Dr., Atlanta, GA 30349 from September 1, 2016 – December 2, 2016. I successfully completed their Healthcare Professionals Program under the directorship of Navjot S. Bedi, M.D., Medical Director of TRC. The telephone number is 800-445-4232.
- ✖ After discharge from TRC, I attended out patient group and individual therapy at Marworth Recovery, 100 Lilly Lake Rd., Waverly, PA from December, 2016 – June 2020. The director was Kerriane O'Reilly. Telephone 800-442-7722.
- ✖ I was an inpatient at Tully Hill Treatment Recovery, 5821 NY-80, Tully, NY 13159 phone 800-456-6114 August 1-31, 2010. The medical director at the time was Dorothy Lennon, M.D.
- ✖ After discharge from Tully Hill, I enrolled in an outpatient program with Alcohol Services, 6311 Fly Road, Syracuse, NY from 2010-2014. The director of Alcohol Services at the time was Paul Curtin. Telephone 315-314-6951.

All of the attestation questions on this application have been answered truthfully and honestly by me and the "yes" answers explained to the best of my ability.

Sincerely,



Stephen R. Lauterbach, M.D.

03-17-2020

SDN146916 DA OAS7330

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

DATE 11-21-03 AT 1:30 M.

Motion Pro. M. Wd.

PRESENT: HON K. Michael Kirkman

JUDGE PRESIDING DEPARTMENT 1

CLERK J. J. Heita

REPORTER C. Freed CSR# 8695

REPORTER'S ADDRESS: P.O. BOX 120128, SAN DIEGO, CA 92112-0128

THE PEOPLE OF THE STATE OF CALIFORNIA
VS.
Cauterbach, Stephen R.
DEFENDANT

Kathryn Gaul
DEPUTY DISTRICT ATTORNEY
Thomas Warwick
ATTORNEY FOR DEFENDANT (APPT. RETAINED)

VIOLATION OF 2) PC 273.5(a)

INTERPRETER _____ SWORN/CERT
LANGUAGE _____

- DEFENDANT PRESENT NOT PRESENT. TRIAL DATE _____ REMAINS AS SET/CONFIRMED/VACATED.
- COUNSEL & DEFENDANT STIPULATE TO PRELIMINARY /GRAND JURY TRANSCRIPT AS FACTUAL BASIS FOR PC 995/PC 1538.5 MOTION.
- DEFENDANT'S MOTION TO DISMISS PURSUANT TO PC 995 IS GRANTED DENIED TAKEN UNDER SUBMISSION.
- L GRANTED AS TO: _____
- DENIED AS TO: _____
- A DEFENDANT'S MOTION TO SUPPRESS EVIDENCE PER PC 1538.5 IS GRANTED DENIED TAKEN UNDER SUBMISSION.
- W GRANTED AS TO: _____
- DENIED AS TO: _____
- & PEOPLE'S/DEFENDANT'S MOTION FOR DISCOVERY IS GRANTED DENIED TAKEN UNDER SUBMISSION.
- GRANTED AS TO: _____
- M DENIED AS TO: _____

OTHER MOTION(S): Reduce to misdemeanor per PC 17(b) - granted

WITNESSES SWORN & EXAMINED:	PEO. DEFT.	NO.	EXHIBIT DESCRIPTION	MRKD	RCVD
_____	[] []	_____	_____	[]	[]
_____	[] []	_____	_____	[]	[]
_____	[] []	_____	_____	[]	[]
_____	[] []	_____	_____	[]	[]
_____	[] []	_____	_____	[]	[]
_____	[] []	_____	_____	[]	[]

- CUSTODY DEFENDANT REMANDED TO CUSTODY OF SHERIFF WITHOUT BAIL WITH BAIL SET AT \$ _____
- DEFENDANT ORDERED RELEASED FROM CUSTODY ON OWN/SUPERVISED RECOGNIZANCE CASE DISMISSED THIS CASE ONLY.
- DEFENDANT TO REMAIN AT LIBERTY ON BOND POSTED \$ probation ON OWN/SUPERVISED RECOGNIZANCE.
- BAIL IS SET AT/REDUCED TO/INCREASED TO \$ (summary)

FH DEFENDANT WAIVES STATUTORY TIME FOR TRIAL.
UR review CONTINUED TO/SET FOR 2-17-04 AT 8:30 IN DEPT. 1
TG ON MOTION OF COURT/DDA/DEFENDANT/PROBATION OFFICER. REASON: restitution

- WB BENCH WARRANT TO ISSUE, BAIL SET AT \$ _____ SERVICE FORTHWITH. ORDERED WITHHELD TO _____
- BR BENCH WARRANT ISSUED/ORDERED _____ IS RECALLED/RESCINDED.
- ND BOND IS EXONERATED FORFEITED. AMOUNT \$ _____ BOND NO. _____
- DS BOND COMPANY _____ AGENT _____

OTHER case 2304 review hearing

ATTEST:
KENNETH E. MARTONE
CLERK OF THE SUPERIOR COURT

By [Signature]
DEPUTY

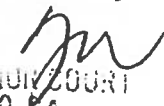
/s/ K. Michael Kirkman, Judge
JUDGE OF THE SUPERIOR COURT

1. a.

reduction of
felony to

misdemeanor

SAN DIEGO, CA

PETITIONER OR ATTORNEY FOR PETITIONER (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		(COURT USE ONLY) 2006 JAN 19 AM 10:53  CLERK - SUPERIOR COURT SAN DIEGO, CA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO <input type="checkbox"/> CENTRAL DIVISION 220 W. BROADWAY, SAN DIEGO, CA 92101-3814 <input checked="" type="checkbox"/> NORTH COUNTY DIVISION 325 S. MELROSE DR., VISTA, CA 92081-6695 <input type="checkbox"/> EAST COUNTY DIVISION 250 E. MAIN ST., EL CAJON, CA 92020-3941 <input type="checkbox"/> SOUTH COUNTY DIVISION 500 3RD AVE., CHULA VISTA, CA 91910-5649		
PLAINTIFF PEOPLE OF THE STATE OF CALIFORNIA		COURT CASE NUMBER SCN 146916 CITY/DISTRICT ATTORNEY NUMBER
DEFENDANT <i>Stephen R. Lauterbach</i>		
ORDER GRANTING PETITION FOR RELIEF (PC1203.4 & 1203.4a)		

The Court finds that the defendant is statutorily eligible for the relief requested.

THE PETITION IS GRANTED. IT IS HEREBY ORDERED THAT:


- The conviction(s) herein be set aside and the charge(s) dismissed.
- Probation, currently in effect, be terminated, the conviction(s) herein be set aside, and the charge(s) dismissed pursuant to Penal Code 1203.3 & 1203.4 due to defendant's good conduct and reform.
- The defendant pay an administrative fee (Misdemeanor \$60.00 or Felony \$120.00) OR request a fee waiver by filing "Application For Waiver of Court Fees and Costs" and an "Order On Application for Waiver of Court Fees and Costs" by _____ (15 days).
- The administrative fee is waived.

IT IS FURTHER ORDERED that the defendant is released from all penalties and disabilities resulting from this conviction, EXCEPT:

- The defendant is ordered to disclose this conviction in response to any direct question contained in any questionnaire or application for public office, for licensure by any state or local agency, or for contracting with the California State Lottery.
- This order does not permit the defendant to own, possess, or have custody of any firearm nor does it prevent conviction of the defendant under Penal Code Section 12021.
- This order does not affect any revocation or suspension of your privilege to drive a motor vehicle. Your conviction in this case shall be considered a conviction for the purpose of revoking or suspending or otherwise limiting such privilege on the ground of two or more convictions (VC 13555).
- In any subsequent prosecution for any other offense, the conviction in this case may be pleaded and proved as a prior conviction and shall have the same effect as if this petition has not been granted.
- The conviction in this case remains a part of the court file which can be viewed by the public.

Dated 1/18/06 By *[Signature]*
 Judge of the Superior Court

You may have the right to petition for a Certificate of Rehabilitation and Pardon. An instruction packet may be obtained from this court.

	CLERK'S CERTIFICATE The foregoing is a full, true, and correct copy of the original on file in this office.
	THE CLERK OF THE SUPERIOR COURT by <u><i>[Signature]</i></u> Deputy
Dated <u>1/19/06</u>	

1. A.

expungement of
misdemeanor

San Diego, CA.

CERTIFICATE OF DISPOSITION

STATE OF NEW YORK
ONEIDA COUNTY

NEW HARTFORD TOWN COURT
CRIMINAL PART

PEOPLE OF THE STATE OF NEW YORK

VS.

STEPHEN R. LAUTERBACH; Defendant

CASE NO: 10050553

Date of Birth:	JC501 no: 64206125Z
Date of Arrest: 05/15/2010	NYSID no:
Disposition Date: 01/20/2011	

Section Charged	Section Disposed	Ticket No & Description	Disposition	Fine	Civil-Fee	Surchg
VTL 1192 03	VTL 1192 01	NH4000P7JR DWAI ALCOHOL	Fine/fee	500.00	0.00	260.00
Sealed						
Sealed						
Sealed						

Upon a proper request for an official statement of disposition, I certify that the above named defendant having appeared before this court was charged as shown above. Each of the charges was disposed of as indicated.

Dated: The 23rd day of July 2019

K Copeland / PO
Judge/Justice/Clerk

NOTE: A copy of the request will be filed with this certificate in the case records.

CAUTION: This information must not be divulged if the case is sealed or where the defendant has been adjudicated a youthful offender.

Copies: ___ Court, ___ Defendant, ___ Agency, ___ DA

1b.

dismissal of

DWAI.

New Hartford, NY.



BINGHAMTON CITY COURT

FEE

City Hall, Governmental Plaza, 38 Hawley Street Floor 5th, Binghamton, NY 13901
 Phone: (607) 240-4272 Fax: (607) 240-5946

The People of the State of New York
 vs.
Steven R. Lauterbach

Certificate of Disposition
 Docket Number: CR-03647-16
 Legacy Docket Number: 2016-155982

Defendant DOB: _____ Arrest Date: 08/29/2016 Arraignment Date: 08/29/2016

THIS IS TO CERTIFY that the undersigned has examined the files of the Binghamton City Court concerning the above entitled matter and finds the following:

Count	Arraignment Charge	Charge Weight	Disposition	Disposition Date
1	PL 120.00 01 AM Aslt 3-W/Int Cause Phys Injury **SEALED 160.55**	AM	Reduced to (Count #2)	07/11/2017

Count	Incident Date	Conviction Charge	Charge Weight	Conviction Charge Description	Conviction Type	Conviction/Sentence Date	Sentence Highlight
2	08/17/2016	PL 240.26 01 **SEALED 160.55**	V	Harassment-2nd:Physical Cntact	Pled Guilty	07/11/2017	• Surcharge (MS (\$95.00), CVAF (\$25.00) - due 07/11/2017)

All fines, fees & surcharges imposed at sentence are paid in full.

Dated: July 11, 2017
Sherry Baker
 Chief Clerk/Clerk of the Court

CAUTION: THIS DOCUMENT IS NOT OFFICIAL UNLESS EMBOSSED WITH THE COURT SEAL

It shall be an unlawful discriminatory practice, unless specifically required or permitted by statute, for any person, agency, bureau, corporation or association, including the state and any political subdivision thereof, to make any inquiry about, whether in any form of application or otherwise, or to act upon adversely to the individual involved, any arrest or criminal accusation of such individual not then pending against that individual which was followed by a termination of that criminal action or proceeding in favor of such individual, as defined in subdivision two of section 160.50 of the criminal procedure law, or by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law or by a conviction which is sealed pursuant to section 160.58 of the criminal procedure law, in connection with the licensing, employment or providing of credit or insurance to such individual; provided, further, that no person shall be required to divulge information pertaining to any arrest or criminal accusation of such individual not then pending against that individual which was followed by a termination of that criminal action or proceeding in favor of such individual, as defined in subdivision two of section 160.50 of the criminal procedure law, or by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law, or by a conviction which is sealed pursuant to section 160.58 of the criminal procedure law. The provisions of this subdivision shall not apply to the licensing activities of governmental bodies in relation to the regulation of guns, firearms and other deadly weapons or in relation to an application for employment as a police officer or peace officer as those terms are defined in subdivisions thirty-three and thirty-four of section 1.20 of the criminal procedure law; provided further that the provisions of this subdivision shall not apply to an application for employment or membership in any law enforcement agency with respect to any arrest or criminal accusation which was followed by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law, or by a conviction which is sealed pursuant to section 160.58 of the criminal procedure law. [Executive Law § 296 (16)]

Conviction charges may not be the same as the original arrest charges.
 Arraignment charges may not be the same as the original arrest charges.
 CPL 160.55: Official records related to the arrest and prosecution on file with the Division of Criminal Justice Services, police agencies and/or the prosecutor's office are sealed, however, court records remain available for public inspection.

l. c.

reduction of
misdemeanor

Binghamton, NY.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

9600 Gateway Drive
Reno, NV 89521Rachakonda D. Prabhu, M.D.
Board PresidentEdward O. Cousineau, J.D.
Executive Director

March 13, 2020

Stephen Richard Lauterbach, M.D.
Vintage Canyon Street
Las Vegas, NV 89141

Dear Dr. Lauterbach:


On behalf of the Nevada State Board of Medical Examiners, I want to congratulate you on meeting the requirements for licensure to practice medicine in the State of Nevada. Your license, issued on March 13, 2020, is enclosed. As I am sure you are aware, Nevada has one of the most stringent, if not the most stringent, requirement for postgraduate education for licensure in the nation. In addition, the Board performs an in-depth licensing investigation and inquiry on every applicant for licensure in this state. Again, my congratulations for your having met these stringent requirements.

Your license is granted with the following conditions:

1. *Must Stephen Richard Lauterbach, M.D. to complete 1 year or minimum 1800 hours preceptorship with Eddy Luh, M.D.*
2. *Must continue to participate in and complete Professional Recovery Network (PRN) contract through at least December 7, 2021.*

It is imperative that you keep the Board constantly advised of your mailing address in order that Board newsletters and other educational information can be forwarded to you, and most important of all, that you receive your notice of registration in order to keep your license in effect. Please note: your address of record is made public on the Board's website. You may prefer to utilize a P.O. Box or your practice address as your public contact address. Should you have questions regarding your licensure status in Nevada, please feel free to contact the Board staff in Reno.

Respectfully,



Edward O. Cousineau, J.D.
Executive Director
EOC:lld

Enclosures


Telephone 775-688-2559 • Fax 775-688-2321 • www.medboard.nv.gov • nsbme@medboard.nv.gov

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Application for
Licensure to Practice Medicine of
STEPHEN RICHARD LAUTERBACH, M.D.,
Applicant.

License No. 19703

FILED
MAR 13 2020
NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

ORDER

The application of Stephen Lauterbach, M.D., for licensure to practice medicine in Nevada was considered before the Nevada State Board of Medical Examiners ("Board") on March 6, 2020. Following discussion with Dr. Lauterbach and his proposed preceptor, Eddy Luh, M.D., the Board hereby enters its Order as follows:

IT IS HEREBY ORDERED that Dr. Lauterbach's application for licensure is hereby GRANTED, subject to the following conditions:

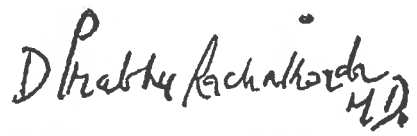
- (1) Dr. Lauterbach shall complete a one (1) year preceptorship with Dr. Luh, to consist of a minimum of 1800 hours of direct supervision of Dr. Lauterbach by Dr. Luh. Dr. Lauterbach shall comply with all the terms of his Preceptor Plan, executed by himself and Dr. Luh on February 7, 2020, which Preceptor Plan was received by the Board on February 13, 2020, and is hereby incorporated into and made an Order of the Board by this reference. Upon completion of the 1800 hours of preceptorship to the satisfaction of the Board, Dr. Lauterbach may petition the Board to remove this condition and, if directed by the Board, may reappear before the Board to present that request.
- (2) Dr. Lauterbach shall continue to participate in, and shall comply with and complete his contract with Professional Recovery Network (PRN), Larry Espadero, LADC, through at least December 7, 2021, as a further condition for licensure to practice medicine in Nevada.

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IT IS HEREBY FURTHER ORDERED that should Dr. Lauterbach fail to comply with any term or condition of this Order, the Board shall be authorized to immediately suspend Dr. Lauterbach's license to practice medicine in Nevada, if any, pending an Order To Show Cause Hearing, which hearing shall be duly noticed. Failure to comply with the terms of this Order is a failure to comply with an order of the Board, which may result in additional disciplinary action. NRS 630.3065(2)(a).

Dated this 13th day of March, 2020.



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



**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**
9600 Gateway Drive Reno, NV 89521
775/688-2559 - www.medboard.nv.gov

This certifies that Stephen Richard LAUTERBACH, M.D.
holds Active-Conditions Status Medical Doctor licensure
in the state of Nevada in accordance with Nevada
Revised Statutes Chapter 630.

License Number
19703

Issued: 03/13/2020
Expires: 06/30/2021

D. Prabhakar Acharya
President, Nevada State Board of Medical Examiners

**PLEASE NOTIFY THE NEVADA STATE BOARD OF
MEDICAL EXAMINERS OF ANY CHANGE OF ADDRESS
IMMEDIATELY**

**Please sign this wallet I.D. card and carry it with you as you would
your drivers license.**

**This card is receipt of payment for your biennial license registration
from July 1, 2019 through June 30, 2021.**

**Must complete 1 year or 1800 hours preceptorship with Eddy Luh M.D.
and participate and complete PRN Contract.**

Please be advised that there is a fee to replace this card.

7C



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: Justin Middle: Ryan Last: Sempsrott Degree: MD

SS#: ! Date of Birth: _____

Practice Name (if any): Northeastern Nevada Regional Medical Center

Nevada Address: 2001 Errecart Boulevard Suite #: _____

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

City: Elko State: NV Zip Code: 89801

E-mail: Justin_Sempsrott@TeamHealth.com Contact E-mail: _____

Work Telephone: 775-738-5151 Fax: _____

Practitioner License Number: 14852 Specialty: Emergency Medicine

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		
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?...		<input checked="" type="checkbox"/>	<input 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"/>		
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 #:	
		NV	9/12/17	17-17139	
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.

Sempsrott
Original Signature, no copies or stamps accepted.

1/7/2020
Date

Board Use Only: Date Processed: _____	Amount: <u>80.00</u>
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JUSTIN SEMPSROTT, MD, FAAEM

Kuna, ID 83709 |

77 |

m

January 7, 2020

Dear Sirs or Madams:

Please find below the accompanying explanation for Nevada State Board of Pharmacy Controlled Substance Registration questions - "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 function of your license" and "Been the subject of a board citation or an administrative action whether completed or pending in any state?"

I have had two investigations, one by the Nevada State Board of Medical Examiners (NSBME), and one by the Idaho Board of Pharmacy, both of which are currently closed and resulted in stipulation contracts.

In the months leading up to February 2017, I was addicted to prescription opiates and tapered down my use. During my shift on February 9, 2017 at Sunrise Hospital in Las Vegas, Nevada, I was worried about developing withdrawal symptoms on future shifts and considered diverting IV fentanyl. In order to explore this possibility, I wanted to see how the pump operated. I did not have a syringe or attempt to withdraw any fentanyl. When I pushed a button on the pump, it alarmed and alerted the nurse, who reported it to the Administrator on Call. This incident was subsequently reported to the NSBME.

I met with the Director of the Nevada Professional Assistance Program (NPAP), Dr Peter Mansky, for an administrative forensic evaluation on February 17, 2017 with resultant urine and hair drug screens that were positive for alcohol use within the last three weeks and negative for fentanyl and all other opiates. On February 28, 2017, I voluntarily entered into a drug rehabilitation program, Healthcare Professionals track at Hazelden Betty Ford in Center City, Minnesota.

On April 5, 2017 I was notified by the NSBME that an investigation was being undertaken and a release of medical records was signed.

On April 10, 2017 I notified the NSBME that I was in a drug and alcohol treatment program.

On May 5, 2017 I was discharged from Hazelden Betty Ford after satisfactorily completing the program.

On May 10, 2017 I entered into a contract for participation with the Nevada Professionals Assistance Program (NPAP) and am currently in good standing.

On June 15, 2017 I entered into an out-of state monitoring contract with the North Carolina Physician Health Program and am currently in good standing.

On June 16, 2017 I received a letter from the NSBME with additional questions.

On July 5, 2017 a response was sent to the NSBME.

On August 1, 2017, Boise, Idaho based Southworth Associates purchased the Nevada Monitoring Program (NPAP) and all administrative functions of my NPAP contract were transferred to Southworth Associates.

On August 19, 2017 I self-reported to the Idaho Physician Recovery Network (PRN), which is managed by Southworth Associates.

On September 12, 2017 I received and signed an "Agreement for participation in a drug and alcohol monitoring/diversion program and order" from the Investigative Committee of the Board of Medical Examiners of the State of Nevada which essentially codified the plan I had in place with the NPAP.

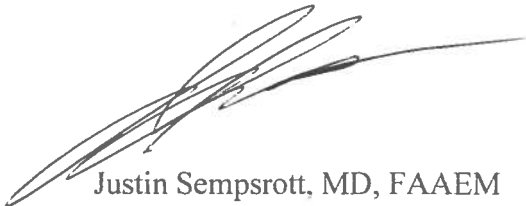
On November 21, 2017, I applied for an Idaho Practioner Controlled Substances Registration through the Idaho Board of Pharmacy.

On January 8, 2018, I entered into an advocacy contract with the Idaho Medical Association Physician Recovery Network and am in good standing.

On January 18, 2018, having completed their investigation, I signed a stipulation and consent order with the ID BOP.

I have included all supporting documentation; please do not hesitate to contact me if I can provide further information.

Sincerely,



Justin Sempstrott, MD, FAAEM

Subject: Nevada State Board of Medical Examiners

From: Mollie T. Miller (mtmiller@medboard.nv.gov)

To: j. ;

Date: Wednesday, April 5, 2017 1:37 PM

Dear Dr. Sempsrott,

Thank you very much for speaking with me today. The Nevada State Board of Medical Examiners (Board) requests your consent to authorize The Hazelden Betty Ford Foundation to release records regarding your care at their facility. The Board requests copies of all documents/records regarding your care and treatment, such documents would include: all evaluations, assessments, inpatient and outpatient treatment, all discharge statements/evaluations, and any specialized treatment programs you have/will participate in.

These documents can be sent to me via email (preferred, secured email is fine) at mtmiller@medboard.nv.gov, by fax at (775) 688-2553 (Attn: Mollie) or mailed to my attention at the address listed below.

Please feel free to contact me if you have any questions or concerns.

Thank you,

Mollie Miller

Mollie Miller

Deputy Chief of Investigations

Nevada State Board of Medical Examiners

(775) 324-9371

(775) 688-2553 Fax

mtmiller@medboard.nv.gov

Nevada State Board of Medical Examiners

Attn: Mollie Miller

1105 Terminal Way, Suite 301

Reno, NV 89502

++ Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure and/or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. ++



Nevada State Board of Medical Examiners

June 16, 2017

Justin Ryan Sempsrott, M.D.

1 37

Kuna, ID 83634

RE: BME CASE #: 17-17139

Dear Dr. Sempsrott:

We have received information regarding events occurring at Sunrise Hospital on February 9, 2017, which occurred during your scheduled work shift. It is alleged you were observed by some of the hospital staff acting odd around the Fentanyl dispensing machine, such as turning your back so it could not be seen what you were doing. Concerns were brought to the attention of the Administrator on Call. Allegedly, on February 10th, when you arrived for your scheduled shift the medical director pulled you aside and during your conversation with the medical director you admitted to having a substance abuse problem. You were not allowed to perform your shift and you were told to meet with Dr. Peter Mansky with Nevada Professional Assistance Program. On or about February 28, 2017, you began a course of in-patient treatment at the Hazelden Betty Ford treatment center in Center City, Minnesota.

In addition please provide a response to the following questions:

1. How long have you had a substance abuse problem? Please describe how you are addressing your substance abuse problem/addiction? Please explain the nature of your substance abuse problem/addiction (alcohol, prescription pills, etc.).

2. Have you ever provided medical care to a patient while under the influence?

3. Please provide the name(s) of all medical facilities and/or hospitals where you currently hold medical staff privileges.

4. Have you returned work at Sunrise Hospital? If so, please inform the Board of any 'return to work' type agreements you have consented to with Sunrise, including, but not limited to a Privilege Retention Agreement.

LAS VEGAS OFFICE
Board of Medical Examiners
Building A, Suite 2
6010 S. Rainbow Boulevard
Las Vegas, NV 89118
Phone: 702-486-3300
Fax: 702-486-3301

RENO OFFICE
Board of Medical Examiners
Suite 301
1105 Terminal Way
Reno, NV 89502
Phone: 775-688-2559
Fax: 775-688-2553

In order to determine whether or not there has been a violation of the Medical Practice Act, **please provide a written response to the allegation noted above.** Please include any further information you believe would be useful for the Board to make a determination in **this matter.** **Please reply to this request within 21 days.**

The Nevada State Board of Medical Examiners investigates all information received concerning possible violations of the Nevada Revised Statutes, Chapter 630. We make no determination as to whether or not there has been a violation of the Medical Practice Act, prior to the completion of our investigation. Providing the requested information is deemed a professional obligation of any physician under investigation by the Board and shall not be deemed to be cooperation subject to the whistle-blower protections provided to physicians in NRS 630.364(3).

Please be advised that the particular allegation referenced above, if in fact it did occur, and depending on the facts associated with the situation, could be a violation of the codes, including, but not limited to: NRS 630.301(6), (9); 630.306(1)(a), (1)(g), (1)(h).

Respectfully,



Mollie Miller
Deputy Chief of Investigations

JUSTIN SEMPSROTT, MD, FAAEM

Kuna, ID 83634 |

July 5, 2017

Nevada State Board of Medical Examiners
1105 Terminal Way #301
Reno, NV 89502
775 688-2559

RE: BME Case#: 17-17139
Attached – HBFF Continuing Care Recommendations
– Mountain View Hospital PRA

Dear Sirs or Madams,

Regarding the questions provided on June 16, 2017, please see responses below.

1. My father is prescribed hydromorphone 8 mg PO QID and typically only takes it BID, resulting in a numerous excess pills in his home. I started taking pills from him at the beginning of March 2017. What started as ¼ of a tablet every few days progressed to taking ½ tablet up to 3 times per day. I tried to quit on my own several times, and was never able to stay completely abstinent for more than a few days.

In approximately early November 2016, I attempted to use one of my father's fentanyl patches to assist with tapering off of hydromorphone. After 2-3 hours, it was too sedating and I removed it. I have not used fentanyl at any other time. In the 2 weeks leading up to my shift on February 9th, 2017, I tapered down my hydromorphone use to ¼ tab every other day. During my shift on February 9th, 2017, I was worried about developing withdrawal symptoms on future shifts and considered diverting IV fentanyl. In order to explore this possibility, I wanted to see how the pump operated. I did not have a syringe or attempt to withdraw any fentanyl. When I pushed a button on the pump, it alarmed and alerted the nurse, who reported it to the Administrator on Call.

When I reported to my shift on February 10th, 2017, the ED Director, Dr. Scott Scherr, inquired about the incident. I told him that I had not diverted any medications from the hospital, but that I had a substance abuse problem. After meeting immediately with representatives from the medical staff, I was given the option to take a voluntary leave of absence until I could have an Administrative Forensic Evaluation by Dr Mansky.

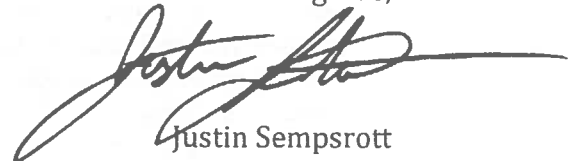
The meeting with Dr Mansky on February 18, 2017 was an Administrative Forensic Exam at the request of Sunrise and did not constitute enrollment in NPAP. I have been abstinent from all opiates since February 9, 2017 and my

urine and hair drug screens on February 18, 2017 were negative except for ethyl glucuronide. After meeting with Dr Mansky, I made the decision to voluntarily enter into a treatment program and to enroll in NPAP. I successfully completed the Hazelden Betty Ford Healthcare Professionals program in Center City, MN from February 28, 2017 to May 5, 2017. Upon discharge, I received a continuing care plan (attached), which I have faithfully followed. It includes, but is not limited to, self-reporting to NPAP, attending 90 AA/NA meetings in 90 days, healthcare specific support group meetings with NPAP, and daily random urine drug screens for 5 years. Additionally, I meet with a sponsor weekly and hold a service position at my NA home group.

2. I have never reported to a shift or provided medical care to a patient while under the influence of alcohol or any mind or mood altering drugs.
3. In Las Vegas - Sunrise Hospital, MountainView Hospital, Southern Hills Hospital. Banner Churchill Community Hospital in Fallon, Humboldt General Hospital in Winnemucca, and Banner Lassen Medical Center in Susanville, CA.
4. I have been cleared by the medical staff to return to work at Sunrise Hospital, but I have not worked any shifts. As a traveler for the Emergency Department management company, TeamHealth, additional staffing was not needed at Sunrise and I have been working shifts at Southern Hills Hospital and MountainView Hospital. The medical staffs at Sunrise and Southern Hills did not require a privilege retention agreement or any other agreements. Please find attached the PRA for MountainView Hospital.

Please do not hesitate to contact me directly if I can provide any additional information.

Regards,



Justin Sempstrott

MOUNTAINVIEW HOSPITAL

PRIVILEGE RETENTION AGREEMENT

This Privilege Retention Agreement (the "Agreement") is made and entered into as of the 22nd day of June, 2017 (the "Effective Date"), by and between Justin Sempsrott, M.D., (the "Physician") and the Medical Executive Committee (the "MEC") of MountainView Hospital (the "Hospital"), and provides as follows.

RECITALS

1. The Hospital is an acute care facility located in Las Vegas, Nevada, that is regulated and licensed by the State of Nevada, Department of Human Resources, Health Division. The physician members of the Hospital's Medical Staff are governed by the MEC in accordance with the Hospital's Medical Staff Bylaws, Rules and Regulations, Fair Hearing Plan, and other governing documents (collectively, the "Bylaws").
2. Physician is an Emergency Medicine physician licensed by the Nevada State Board of Medical Examiners to practice medicine in the State of Nevada.
3. In accordance with the Bylaws, on January 17, 2017, the Physician was granted Medical Staff membership and clinical privileges at the Hospital (the "Privileges").
4. The Physician sought and obtained assistance from the Nevada Provider Assistance Program (the "NPAP"), and was admitted to the Hazelden Foundation's Health Care Professionals Treatment Program in Center City, Minnesota, from February 28, 2017, through May 5, 2017 ("Hazelden"). On or about May 4, 2017, Hazelden issued its written "continuing care and back to work recommendations" for the Physician (the "Hazelden Report"). A copy of the Hazelden Report is attached hereto as Exhibit "1" and is fully incorporated herein.
5. On June 8, 2017, the Physician notified the Hospital's Medical Staff Office that he had been an inpatient at the Hazelden and was treated for a substance use disorder, uncomplicated, that stemmed from his addiction to medication.
6. The Hospital's Credentials Committee (the "Committee") held an ad-hoc meeting on June 12, 2017, and reviewed the information relevant to the Physician's substance use disorder, uncomplicated, as well as the Medical Staff Practitioner Health and Wellness Policy. The Credentials Committee, which has responsibility for overseeing the Medical Staff Practitioner and Wellness Policy, made the following recommendations pursuant to such Policy that: (i) the Physician provide the Hospital with a letter of advocacy from NPAP; (ii) the Physician be notified that he did not comply with his obligations under the Bylaws and the Medical Staff Policies, including the Medical Staff Leave of Absence Policy; and (iii) the Physician enter into a Privilege Retention Agreement prior to his being eligible to return to duty at the Hospital.
7. The recommendations of the Committee were forwarded to the MEC on June 14, 2017. The MEC approved the Committee's recommendations (as set forth in Section 5 of these Recitals).
8. Based on the recommendations from the Committee and the Hazelden Report, the parties hereby agreed to enter into this Agreement.

AGREEMENT

Therefore, for good and valuable consideration, the amount and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

1. **PRIVILEGE RETENTION CONDITIONS.** This Agreement shall remain in full and force effect during all times that Physician has Medical Staff membership and clinical privileges at the Hospital. During the term of this Agreement, Physician agrees to all of the following conditions (the "Privilege Retention Conditions"):
 - a) As expressly identified in the Hazelden Report, Physician shall strictly comply with each and every continuing care recommendation, each and every back to work recommendation, and each and every recommendation for his meeting with his HR representative;
 - b) Treat all patients, healthcare employees and staff, colleagues, and all other personnel in a respectful manner. Physician's language, gestures, and demeanor shall reflect a professional level of respect and dignity for these individuals at all times. This includes, but is not limited to, refraining from raising his voice or "talking down" to patients, family, or hospital staff;
 - c) Completely refrain from language that is profane, vulgar or degrading;
 - d) Listen and respond appropriately to staff when questions are being asked regarding the Physician's patients. This includes, but is not limited to:
 - (i) Physician's participation in reconciliation of patients' medications with nursing staff;
 - (ii) Physician's accurate prescription of drugs and their dosage, frequency, and route of administration for medication orders;
 - (iii) Physician's immediate clarification of any questions that arise out of any orders that he has written;
 - (iv) Physician's prompt clarification of the diagnosis or management of a patient's condition with patients and their families when nursing or ancillary staff have identified the need to do so;
 - (v) Physician's completion of medical record entries that are identified by hospital staff as incomplete or in need of clarification;
 - (vi) Physician shall not hang up on hospital staff until such time as he has clarified patient care concerns to the satisfaction of hospital staff; and
 - (vii) Physician shall promptly respond to all efforts to contact him regarding patient care issues;
 - e) Refrain from making inappropriate statements, orders or comments which may be inflammatory, accusatory, inaccurate or reflect poorly on another member of the patient's healthcare team in any patient's medical record; and
 - f) Strictly abide by all of the terms and conditions in the Bylaws. This includes, but is not limited to, Physician's full and complete compliance with the National Patient Safety Goals. This encompasses refraining from the use of unapproved abbreviations and full and complete compliance with the CDC guidelines for the prevention of nosocomial infections.

2. **ZERO TOLERANCE.** The parties agree that Hospital shall take a "zero tolerance" position against Physician should there be a violation of any of the Privilege Retention Conditions. Physician understands and agrees that "zero tolerance" means that should

he fail to strictly comply with any of the Privilege Retention Conditions, such failure shall be considered appropriate grounds for the Chief of Staff, the Medical Executive Committee, the President/CEO, or the Board of Trustees to immediately summarily suspend his Medical Staff membership and clinical privileges and/or invoke other disciplinary action. Prior to any action by the Chief of Staff, Medical Executive Committee, President/CEO, or Board of Trustees to summarily suspend or invoke other discipline against Physician's Medical Staff membership and/or clinical privileges, s/he or it, as the case may be, shall conduct a thorough investigation of the alleged violation of the Privilege Retention Conditions.

3. **HOSPITAL'S CHAIN OF COMMAND.** Physician understands and agrees that in the event he is involved in a situation involving a patient, healthcare employee, staff or other personnel in which his conduct could become disruptive or otherwise inappropriate, he will immediately remove himself from the situation and take his concerns or differences to the appropriate person in the Hospital's chain of command; that is: the Charge Nurse, Director, an Administrator on Call, Department Chair or Chief of Staff.
4. **TERMINATION OF PRIVILEGES.** In the event Physician fails to comply with any of the Privilege Retention Conditions, as determined in the sole and absolute discretion of the MEC, the Chief of Staff, the President/CEO, or the Board of Trustees of the Hospital, he hereby unconditionally agrees that his Privileges can be terminated ("Privilege Termination").
5. **WAIVER OF RIGHTS.** In the event there is a Privilege Termination or any other disciplinary action, Physician hereby knowingly, willingly, and unconditionally waives and relinquishes any and all rights that he may otherwise have under: (a) the Bylaws; or (b) the Health Care Quality Improvement Act of 1986, as amended (42 U.S.C. § 11101 et seq.), and Physician further hereby agrees that the MEC, the Hospital, and all of their officers, directors, shareholders, predecessors, successors, affiliates, employees, agents and representative shall be entitled to the limitation on damages identified in 42 U.S.C. § 11111 as well as any other limitation or immunity found in state, federal or common law.
6. **NATIONAL PRACTITIONER DATA BANK.** Nothing contained in this Agreement shall be construed as requiring the Hospital to take any action with respect to Physician that is inconsistent with its reporting requirements or other obligations under 45 CFR Part 60.
7. **MISCELLANEOUS.**
 - a. This Agreement contains the entire agreement by and among the parties and may not be changed or terminated orally but only by a written instrument executed by the parties after the date of this Agreement.
 - b. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by his/its attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, including any amendment.
 - c. If any term of this Agreement or the application of any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all ~~of its applications, not held invalid, void, or unenforceable, shall continue in full~~ force and effect and shall not be affected, impaired, or invalidated in any way.

- d. In any action or proceeding to enforce the terms of this Agreement or to redress any violation of this Agreement, the prevailing party shall be entitled to recover as damages its attorneys' fees and costs incurred, whether or not the action is reduced to judgment. For the purposes of this provision, the "prevailing party" shall be that party who has been successful with regard to the main issue, even if that party did not prevail on all the issues.
- e. The laws of the State of Nevada applicable to contracts made or to be wholly performed there (without giving effect to choice of law or conflict of law principles) shall govern the validity, construction, performance, and effect of this Agreement. Any lawsuit to interpret or enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in Clark County, Nevada, where each party hereby consents to personal jurisdiction.
- f. The captions appearing at the commencement of the sections of this Agreement are descriptive only and for convenience in reference to this Agreement and shall not define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

Dated as of the date first written above.

PHYSICIAN:

MEDICAL EXECUTIVE COMMITTEE:

By:


Justin Sempstott, M.D.

By:


Clarence Dunagan
Chief of Staff

Its:

Approved as to form and content:

Approved:

By:

Attorney for Physician

By:


Jeremy Bradshaw

Its:

President/CEO

EXHIBIT "1"

HAZELDEN REPORT DR. SEMPSROTT

Dated: May 4, 2017

May 4, 2017

This information has been disclosed to you from records whose confidentiality is protected by Federal Law. Federal Regulation (42 CFR, Part 2) prohibits you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute the patient.

Karen Spangler
 Team Health Emergency Medicine, West Group
 505 South 336th St. Suite 350
 Federal Way, WA 98003
 Fax: 253-838-6418

Re: Justin Sempsrott (t

Dear Ms. Spangler

Dr. Justin Sempsrott was admitted to Hazelden Foundation's Health Care Professionals Treatment Program in Center City, MN on 2/28/2017 and discharged 5/5/2017.

Our continuing care and back to work recommendations are as follows:

Continuing Care Recommendations:

1. Abstain from all intoxicants, including alcohol.
2. I recommend 12-step/recovery meeting attendance at a minimum frequency of 3 times weekly after first attending 90 meetings in 90 days. We discussed that the more meetings that are attended early-on, the greater the likelihood of maintaining long-term abstinence.
1. Obtain and begin using a 12-step sponsor within two weeks of discharge. Establish regular telephone and face-to-face contact with this sponsor to continue working the steps of recovery.
2. I recommend 12-step/recovery meeting attendance at a minimum frequency of 3 times weekly after first attending 90 meetings in 90 days. We discussed that the more meetings that are attended early-on, the greater the likelihood of maintaining long-term abstinence.
3. I recommend that this patient obtain a free membership in International Doctors in Alcoholics Anonymous (IDAA). We visited the website at idaa.org where doctors-in-recovery meetings can be accessed. I also recommend that this patient attend the annual IDAA conference this coming year in Snowbird, Utah (August 2-6, 2017).
4. Complete continuing care/relapse prevention group bi-weekly on Tuesdays and Thursdays, facilitated through NPAP.
5. Schedule appointment with primary care provider, Dr. Dale Mock, within one month of discharge and follow recommendations.
6. Follow all recommendations of Nevada Professional Assistance Program (NPAP) and Shauna Eger for further instructions on monitoring plan. Full compliance with the expectations of this professional monitoring program is an expectation of the patient's continuing care plan. Recommendation of a minimum of 5 years of monitoring.
7. Anti-relapse medication: none. We attempted to initiate oral naltrexone with a transition to Vivitrol, but it was not tolerated due to side-effects. He was provided with an intranasal naloxone kit.
8. Drug screening should include random urine screening for the usual drugs of abuse as well as ETG/ETS and fentanyl. I recommend a minimum testing frequency per the protocol of the monitoring program.

9. Actively participate in leisure and social activities with family, friends and others in recovery.
10. Participate in the Hazelden My Recovery Compass, maintaining contact 1-2 times per week with a recovery coach.

Back to Work Recommendations:

1. Dr. Sempsrott may return to the practice of medicine providing direct patient care as of 05/25/2017. He should not directly handle or administer controlled substances for a minimum of 12 months of return to work while under monitoring. The exception is that he be allowed to handle and administer propofol to patients in the emergency room as necessary. There is no call. There are no other indicated restrictions. These return to work recommendations require the approval of NPAP and any other interested parties.
2. Work site monitor will be Jeremy Bearden with Team Health West. This individual should provide regular reports to the monitoring program.
3. Our work date recommendations and restrictions are subject to approval and modification by Nevada Professional Assistance Program (NPAP) and are contingent on Dr. Sempsrott adherence and response to the continuing care plan recommendations.

We recommend that Dr. Sempsrott set up an appointment with his HR representative as appropriate to:

1. Discuss any back to work concerns and to identify solutions.
2. Review written job performance guidelines, expectations, and disciplinary action guidelines.
3. Design a written return-to-work agreement as appropriate.
4. Arrange for flexibility in work schedule as needed to accommodate continuing care recommendations.
5. Set up a schedule for on-going reviews of back to work performance to support a successful and competent return to work.

Thank you for your efforts and support of us at Hazelden and of Dr. Sempsrott and the ongoing advocacy and monitoring you will be providing to him. We have appreciated the opportunity to work with you and Dr. Sempsrott over these last several weeks.

Please feel free to contact us if you have any questions about our recommendations or can be of assistance in the future.

Sincerely,

Bruce Bjork B.A LADC
Chemical Dependency Professional II

Marc Myer M.D.
Health Care Professionals Director

**The Investigative Committee of the Board of
Medical Examiners of the State of Nevada

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In the Matter of the Investigation) Case No. 17-17139
of)
Justin Ryan Sempsrott, M.D.,)
License #14852)

**AGREEMENT FOR PARTICIPATION IN A DRUG AND ALCOHOL
MONITORING/DIVERSION PROGRAM AND ORDER**

The Investigative Committee ("IC") of the Nevada State Board of Medical Examiners ("Board"), composed of Rachakonda Prabhu, M.D., Chairman, Victor Muro, M.D. and Ms. Sandy Peltyn, has been informed and is aware of circumstances regarding Justin Ryan Sempsrott, M.D., (Dr. Sempsrott). This IC has read and reviewed the Hazelden Betty Ford Foundation's Health Care Professionals Treatment Program Report, ("Betty Ford Program") (Exhibit A), dated, May 4, 2017, and the Nevada Professionals Assistance Program Evaluation, ("NPAP") (Exhibit B), both of which set forth the terms and conditions of participation in a monitoring program.

Based on its review of the above mentioned documents in addition to those facts presented and known to the IC, it is the IC's collective professional judgment that there exists sufficient evidence, presented in the Betty Ford Program Report and the NPAP Evaluation to warrant that Dr. Sempsrott enter into the following Agreement to ensure his participation and compliance with the recommendations and terms set forth therein.

//
//
//

1 Dr. Sempsrott agrees to the following terms and conditions:

- 2 1) He shall seek ongoing drug and alcohol treatment for a period of five (5) years commencing
3 on March 24, 2017, from NPAP, as directed by The NPAP Conditions for Participation
4 ("NPAP Agreement") (Exhibit C). He shall consent, agree, and direct NPAP to report all
5 results of tests and evaluations of participation in the NPAP program to the IC and/or its
6 Board representatives;
- 7 2) He shall comply with all terms and conditions of his participation with NPAP as set forth in
8 the NPAP Agreement, the terms and conditions of which are hereby incorporated in their
9 entirety. Failure to comply with the terms and conditions of the NPAP Agreement shall be
10 deemed to be a violation of this Agreement and Order and may be grounds for the initiation
11 of disciplinary action as set forth below;
- 12 3) He shall abstain from the use of alcohol, controlled substances, stimulants and all other
13 mood-altering and/or potentially addicting drugs or medications. He shall not obtain
14 prescriptions for any mind-altering or potentially addicting drugs, accept with the consent of
15 NPAP;
- 16 4) He shall submit to any and all body fluids analysis as directed by NPAP, and any other tests
17 as directed by the NPAP;
- 18 5) He agrees and understands that upon successful completion of the NPAP program, the IC
19 shall review the matter to determine if any further action by the IC is required;
- 20 6) He agrees and acknowledges that this Agreement is being entered into by the parties to
21 allow him an opportunity to comply with the above referenced recommendations and further
22 acknowledges that should the IC determine that Dr. Sempsrott has failed to successfully
23 complete the NPAP program or has engaged in conduct that is in violation of the Medical
24 Practice Act pursuant to Nevada Revised Statutes (NRS) and Nevada Administrative Code
25 Chapters 630, this Agreement does not preclude the IC from taking disciplinary action if
26 warranted;
- 27
28



1 7) He further agrees that and acknowledges that upon approval and acceptance of this
2 Agreement by the IC, that said terms and conditions shall be considered to be an Order of
3 the IC and that knowingly or willfully failing to comply with an Order of the IC is grounds
4 for the initiations of disciplinary actions against him pursuant to NRS 630.3065(2)(a).

5 Dated this 12 day of SEPT, 2017.

6
7 By: 
8 Robert Kilroy, Esq.
9 Attorney for the Investigative Committee

9 **UNDERSTOOD AND AGREED:**

10 Dated this 12th day of SEP, 2017.

11
12 
13 Justin Ryan Sempsrott, M.D., Licensee

14 NOTARY PUBLIC//CLARK COUNTY
(stamp)

15
16
17 **IT IS HEREBY ORDERED** that the Investigative Committee of the Nevada State Board of
18 Medical Examiners has adopted and approved the above "Agreement for Participation in a Drug and
19 Alcohol Monitoring/Diversion Program" and said terms of the above Agreement shall be henceforth
20 considered an Order of this Investigative Committee.

21
22 DATED this _____ day of September 2017.

23 _____
24 Rachakonda Prabhu, M.D., Chairman
25 Investigative Committee of the
26 Nevada State Board of Medical Examiners
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EXHIBIT A
[BETTY FORD PROGRAM REPORT]

**HAZELDEN REPORT
DR. SEMPSROTT**

Dated: May 4, 2017



May 4, 2017

This information has been disclosed to you from records whose confidentiality is protected by Federal Law. Federal Regulation (42 CFR, Part 2) prohibits you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to estimate, investigate or prosecute the patient.

Karen Spangler
 Team Health Emergency Medicine, West Group
 505 South 336th St. Suite 350
 Federal Way, WA 98003
 Fax: 253-838-6418

Re: Justin Semprott (I

Dear Ms. Spangler

Dr. Justin Semprott was admitted to Hazelden Foundation's Health Care Professionals Treatment Program in Center City, MN on 2/28/2017 and discharged 5/5/2017.

Our continuing care and back to work recommendations are as follows:

Continuing Care Recommendations:

1. Abstain from all intoxicants, including alcohol.
2. I recommend 12-step/recovery meeting attendance at a minimum frequency of 3 times weekly after first attending 90 meetings in 90 days. We discussed that the more meetings that are attended early-on, the greater the likelihood of maintaining long-term abstinence.
1. Obtain and begin using a 12-step sponsor within two weeks of discharge. Establish regular telephone and face-to-face contact with this sponsor to continue working the steps of recovery.
2. I recommend 12-step/recovery meeting attendance at a minimum frequency of 3 times weekly after first attending 90 meetings in 90 days. We discussed that the more meetings that are attended early-on, the greater the likelihood of maintaining long-term abstinence.
3. I recommend that this patient obtain a free membership in International Doctors in Alcoholics Anonymous (IDAA). We visited the website at idaa.org where doctors-in-recovery meetings can be accessed. I also recommend that this patient attend the annual IDAA conference this coming year in Snowbird, Utah (August 2-6, 2017).
4. Complete continuing care/relapse prevention group bi-weekly on Tuesdays and Thursdays, facilitated through NPAP.
5. Schedule appointment with primary care provider, Dr. Dale Mock, within one month of discharge and follow recommendations.
6. Follow all recommendations of Nevada Professional Assistance Program (NPAP) and Shauna Eger for further instructions on monitoring plan. Full compliance with the expectations of this professional monitoring program is an expectation of the patient's continuing care plan. Recommendation of a minimum of 5 years of monitoring.
7. Anti-relapse medication: none. We attempted to initiate oral naltrexone with a transition to Vivitrol, but it was not tolerated due to side-effects. He was provided with an intranasal naltrexone kit.
8. Drug screening should include random urine screening for the usual drugs of abuse as well as ETG/ETS and fentanyl. I recommend a minimum testing frequency per the protocol of the monitoring program.

9. Actively participate in leisure and social activities with family, friends and others in recovery.
10. Participate in the Hazelden My Recovery Compass, maintaining contact 1-2 times per week with a recovery coach.

Back to Work Recommendations:

1. Dr. Semparott may return to the practice of medicine providing direct patient care as of 05/25/2017. He should not directly handle or administer controlled substances for a minimum of 12 months of return to work while under monitoring. The exception is that he be allowed to handle and administer propofol to patients in the emergency room as necessary. There is no call. There are no other indicated restrictions. These return to work recommendations require the approval of NPAP and any other interested parties.
2. Work site monitor will be Jeremy Bearden with Team Health West. This individual should provide regular reports to the monitoring program.
3. Our work date recommendations and restrictions are subject to approval and modification by Nevada Professional Assistance Program (NPAP) and are contingent on Dr. Semparott adherence and response to the continuing care plan recommendations.

We recommend that Dr. Semparott set up an appointment with his HR representative as appropriate to:

1. Discuss any back to work concerns and to identify solutions.
2. Review written job performance guidelines, expectations, and disciplinary action guidelines.
3. Design a written return-to-work agreement as appropriate.
4. Arrange for flexibility in work schedule as needed to accommodate continuing care recommendations.
5. Set up a schedule for on-going reviews of back to work performance to support a successful and competent return to work.

Thank you for your efforts and support of us at Hazelden and of Dr. Semparott and the ongoing advocacy and monitoring you will be providing to him. We have appreciated the opportunity to work with you and Dr. Semparott over these last several weeks.

Please feel free to contact us if you have any questions about our recommendations or can be of assistance in the future.

Sincerely,

Bruce Bjork B.A LADC
Chemical Dependency Professional II

Maro Myer M.D.
Health Care Professionals Director

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EXHIBIT B
[PROFESSIONALS MONIORING PROGRAM EVALUATION]

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a name, possibly "J. J. [unclear]".

Feb 18 17:02:07a

Mera Fax

702 485 4112

p.1

9811 W. Charleston Blvd.
Suite 2-735
Las Vegas, Nevada 89117

Nevada Professionals Assistance Program NPAP

Phone: 702 257 6727
Fax: 877 324 7915

Agreement for Multidisciplinary IME

Date: 2/17/17

Please initial each item and sign at the bottom of page.

Initials

JS I, Justin Sempsrott, understand that Dr. Peter Mansky, M.D. and the Nevada Professionals Assistance Program (NPAP) is referring me for a multidisciplinary independent Medical Evaluation (IME) at an approved center chosen by me from a list of approved centers.

JS I agree to go for an multidisciplinary IME.

JS I understand that in order to successfully complete the independent IME, I must give permission for Dr. Peter A. Mansky, M.D. and the NPAP to provide collateral information to the approved center if I wish to have advocacy from Dr. Peter A. Mansky, M.D. and the NPAP.

JS I agree to not hold Dr. Peter Mansky, M.D. liable for any diagnosis and/or recommendations made based on medical opinion and within a reasonable degree of medical certainty. I agree to not hold Dr. Peter A. Mansky, M.D. liable for any diagnosis and/or recommendations made by the approved center from the multidisciplinary IME.

JS I agree to pay any costs incurred as a result of my multidisciplinary IME.

JS I understand that all evaluations are entirely voluntary. If I disagree with the recommendation for a multidisciplinary IME, or the requirement for a multidisciplinary IME in order for the NPAP to positively advocate for me, I may seek services elsewhere.

JS I understand and acknowledge that a list of several approved centers has been given to me to choose from for my multidisciplinary IME. I understand that Dr. Peter A. Mansky, M.D., the NPAP, or any of its staff do not have any financial profitable relationships with any of the approved centers.

JS I understand that if treatment is recommended as a result of my multidisciplinary IME, I do not have to enter into treatment at the center that provided my IME. I also understand I may return home after the IME to discuss treatment options at an approved center with the NPAP, my family, and/or my employer.

Signature: JS

Print Name: Justin Sempsrott

Date of Signature: 2/17/17

NPAP – Administrative Forensic Evaluation
 Justin Sempstrott
 DOB: /

Date of Evaluation: February 17, 2017

NPAP Summary and Recommendations:

Dr. Sempstrott, a 32-year-old physician, seen today for a two-hour evaluation with the purpose of discerning a psychiatric or substance use diagnosis and fitness for duty in being able to work safely and effectively. Dr. Sempstrott has been working in Emergency Medicine for Sunrise hospital as a locum tenens position, and was suspected by a nurse of diverting Fentanyl. He has worked at Sunrise under his locum tenens position for one and a half months prior to the nurse's report of suspected diversion on February 10th or 11th. Dr. Sempstrott indicated that he has been withdrawing from Dilaudid [hydromorphone] which he obtained from his father's supply (using for chronic pain). Dr. Sempstrott said that he was concerned about increasing withdrawal from Dilaudid and he wanted to be able to prevent this while at work.

Dr. Sempstrott stated using opioids post vasectomy in 2014 and has been using opioids "on and off since that time." He noted that he had started using when he did not have pain. He noted that he would stop when he ran out of meds. His father is suffering from chronic back pain and takes Dilaudid chronically. He is prescribed 120 tablets but would only use 50 or 60 and he would stockpile the rest. Dr. Sempstrott indicated that he used to crush the pills so that he could snort them. He reports he later progressed to smoking the crushed pills. His father is also prescribed Fentanyl patches but does not use all prescribed. Dr. Sempstrott reports also using his father's patches.

After meeting with the Sunrise Hospital Emergency Department Director on February 11, 2017, Dr. Sempstrott started to cut down on his Dilaudid use with the desire to completely detoxify himself. Dr. Sempstrott had nausea and diarrhea as he cut down. He used codeine and Phenergan for the nausea and Imodium for the diarrhea.

On the *NPAP Physician Profile* Dr. Sempstrott indicated that the medications he is taking at the of this evaluation are:

1. Aleve – 200 mg one time
2. Diazepam, 5 mg qhs PRN, and Zolpidem 10 mg qhs PRN prescribed by his PMD. His last diazepam was taken the night before his evaluation and the last zolpidem 1 to 2 weeks prior to evaluation.
3. Loperamide 2 mg TID PRN for withdrawal diarrhea. His last dose was the day before this evaluation.
4. Doxycycline 100 mg bid
5. Sudafed PE tablets, 10 mg BID PRN, for an upper respiratory infection he relates to his plane travel.
6. Zofran 4 mg TID PRN for nausea which Dr. Sempstrott relates to his opioid withdrawal.
7. Dilaudid - last dose was about 7 days prior to this evaluation

NPAP – Administrative Forensic Evaluation
 Justin Sempsrott
 DOB: :

Dr. Sempsrott also indicated that he took Codeine with Phenergan 4 days prior this evaluation. He also had his last drink on a plane flight one day prior to this examination. His last use of marijuana was 8 weeks ago, using marijuana obtained from a friend who has a medical marijuana cards. Dr. Sempsrott has driven and worked in a safety sensitive position in the Emergency Department while under the influence of opioids.


Dr. Sempsrott had a blood pressure 116/100 sitting and 134/98 standing without lightheadedness or dizziness. His weight is 195 pounds and he is 6 ft tall. His pupils were 3.5 millimeters and equal. He had no lacrimation or rhinorrhea. His knee deep-tendon reflexes were normal reflexive. He had no tongue or hand tremor. He had no ataxia or dysarthria. His pulse was repeated by population and was 84 beats per minute and regular.

He was euthymic but anxious because he identified that he knew he had a substance use disorder but because he had detoxified himself he felt he was ready to work and receive outpatient treatment. He was very anxious when I started the examination but calmed down considerably. He had no suicidal ideas, plans, or intent. He had no push of speech. He was very direct in relating his history although at times he was vague. He had no hallucinations, delusions or a thought disorder. His cognitive functioning appeared to be intact.

Considering the above history and examination Dr. Sempsrott suffers from an Opioid Use Disorder moderate and most likely severe. He made efforts in the past to cut down and to stop his use of opioids. He has had to give up his occupational work because of his drug use or behavior related to his drug use. He has driven a car and worked at a safety sensitive position while using opioids. He tried to detoxify himself but he had diarrhea and nausea as well as concerns that his withdrawal would be noticed at work although he did not specify what behavior he was concerned would be seen at work. He used codeine and Phenergan and most likely alcohol and diazepam to treat his withdrawal.

The other three to four criteria are not clear at this time. He lives in Boise but works for a locums company and sees the mother of his child in California. He had to be in Boise and spend time getting his drugs from his father and when he told his father it effected their relationship. He indicated that his father was disappointed in him and this obviously has affected their relationship. He has had some cravings but he downplays this. His use has affected his ability to work but not clear at this time how it has affected his relationship with his child's mother (Ann), his relationship with his father, and his job performance.

The above information was related to Dr. Sempsrott at the conclusion of the examination. He still felt he could return to work and seek outpatient treatment. I relayed to him that since he worked in a safety sensitive position as a physician and since some of the criteria could be clarified by a multidisciplinary independent medical evaluation (IME) I would recommend that as his next step. He wanted to know if he could go directly to treatment. I indicated that he could as he would be evaluated before and during treatment which would also clarify his diagnosis. I recommended the IME because it could



NPAP – Administrative Forensic Evaluation
Justin Sempsrott
DOB:

clarify his diagnosis and recommended course of treatment. Furthermore, once evaluated he could leave the center and did not have to return there for treatment. In addition to the IME, any treatment recommendations could be obtained at a list of 12 NPAP approved centers. Several of those centers are close to him and were discussed. He indicated that although he had a license in Idaho, California, and North Carolina, as well as Nevada, he would prefer to go for the evaluation with assistance from the NPAP and opined that he would like to be a participant in the NPAP after his evaluation and/or treatment. He indicated that he appreciated his residency training in southern Nevada and would prefer to live here at this time.

E-signed: Peter A. Mansky, M.D.



NPAP – Administrative Forensic Evaluation
 Justin Sempserott
 DOB: /

Addendum to NPAP Summary and Recommendations

Date of Evaluation: February 17, 2017

Date of Addendum Request: April 12, 2017

After reviewing the document titled "NPAP Summary and Recommendations," Dr. Sempserott sent the following requested revisions via email:

"In regards to the document "Sempserott initial evaluation write up", I just have a few points that I wish to clarify that I may not have communicated clearly.

The second paragraph states "He reports that he later progressed to smoking the crushed pills". At no point in my active addiction or any point in my life have I ever smoked any opioids of any form, including pills. I initially started by taking the pills orally, then progressed to crushing and snorting them. Regarding the statement "also using his fathers fentanyl patches", I used one of my father's fentanyl patches one time only.

On the second page, paragraph 5, the mother of my child lives in Boise, not in California. Additionally, her name is Anna.

On the final paragraph, it indicates that I would prefer to live in southern Nevada. My preference is to continue living in Idaho, which is where my son and his mother live. I would, however, like to pursue monitoring in Nevada since I am not credentialed or working anywhere in Idaho and have no intent to work in Idaho at this time.

Thank you again for your consideration."

Dr. Sempserott's requested revisions have been considered, approved, and added as an addendum.

E-signed: Shauna Eger, MHA, Senior Associate Director of the NPAP.
 4/17/17



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EXHIBIT C
[PROFESSIONALS MONITORING PROGRAM AGREEMENT]

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UNITED STATES DRUG TESTING LABORATORIES
 1700 S. MOUNT PROSPECT ROAD
 DES PLAINES, ILLINOIS 60018-1804
 847-375-0770 fax 847-375-0775

Report To RecoveryTrek LLC
 RecoveryTrek LLC
 440 Monticello Ave, Ste 100
 Norfolk, VA 23510

Client F071409VA
Client NPAP - RecoveryTrek
Location
Collector MARK R

Sample Information

Specimen ID 3557456	Test Reason Not given
Name JUSTIN SEMPSROTT	Type Hair
Lab Sample ID 2022461	Collected 2/17/2017 15:00
SSN/DonorID 501222555	Received 2/20/2017 10:19
	Report Date 2/22/2017 14:38

Tests Requested

Test	Result	Quantitation	Screen Cutoff	Confirm
HAIRSTAT14	HairStat-14	Sample	negative	
AMPHETAMINES	negative		500 pg/mg	
BARBITURATES	negative		200 pg/mg	
BENZODIAZEPINES	negative		200 pg/mg	
COCAINES	negative		500 pg/mg	
METHADONES	negative		200 pg/mg	
MEPERIDINE	negative		500 pg/mg	
OPIATES	negative		200 pg/mg	
PCP	negative		300 pg/mg	
OXYCODONE	negative		200 pg/mg	
PROPOXYPHENE	negative		200 pg/mg	
CANNABINOIDS	negative		1 pg/mg	
TRAMADOL	negative		500 pg/mg	
FENTANYL	negative		25 pg/mg	
SUFENTANIL	negative		10 pg/mg	

Additional Sample Information

Body Hair

Sample Comments

Test developed and characteristics determined by United States Drug Testing Laboratories, Inc. See Compliance Statement on our website http://www.usdtl.com/compliance_statement

Certification

Data approved by Rose Rios on 2/22/2017

MEDTOX LABORATORIES INC.
402 WEST COUNTY ROAD D
ST PAUL, MN 55112
651-636-7466

Jennifer A. Collins, Ph.D.

LABORATORY REPORT

Account #: 70338712
RECOVERYTREK-NPAP
**PLEASE SEND MRO COPY TO
FAX # 877-324-7915

Accession #: G5160528
Specimen I.D.: Z32172290
Donor Name/ID: SEMPSROTT,JUSTIN
SSN:
Age: Sex:
Reason for test: Not indicated

General Information	Date Collected	Date Received	Date Reported
	02/17/2017 15:00	02/20/2017	02/23/2017 7:22AM

TEST(S) REQUESTED	RESULTS	UNITS	THERAPEUTIC RANGE
DRUGS OF ABUSE SCREEN 87544			
DRUG TEST RESULT	POSITIVE		
ETHYL GLUCURONIDE	+++POSITIVE+++	ng/ml	
AMPHETAMINES	NEGATIVE	ng/ml	
BARBITURATES	NEGATIVE	ng/ml	
BENZODIAZEPINES	NEGATIVE	ng/ml	
COCAINE METABOLITE	NEGATIVE	ng/ml	
OPIATES	NEGATIVE	ng/ml	
PHENCYCLIDINE (PCP)	NEGATIVE	ng/ml	
MARIJUANA METABOLITE (THC)	NEGATIVE	ng/ml	
METHADONE	NEGATIVE	ng/ml	
PROPOXYPHENE	NEGATIVE	ng/ml	
CREATININE	82.0	mg/dl	> = 20
NITRITES	NEGATIVE	mcg/ml	< 200

THIS SPECIMEN WAS SCREENED BY IMMUNOASSAY. ANY POSITIVE RESULT HAS BEEN CONFIRMED BY CHROMATOGRAPHY WITH MASS SPECTROMETRY. THE FOLLOWING THRESHOLD CONCENTRATIONS WERE USED FOR THIS ANALYSIS:

DRUG	SCREENING THRESHOLD	CONFIRMATION THRESHOLD
ETHYL GLUCURONIDE	250 NG/ML	
ETHYL GLUCURONIDE		250 NG/ML
ETHYL SULFATE		100 NG/ML
AMPHETAMINES	1000 NG/ML	500 NG/ML
BARBITURATES	300 NG/ML	200 NG/ML
BENZODIAZEPINES	300 NG/ML	200 NG/ML
COCAINE METABOLITE	300 NG/ML	150 NG/ML
OPIATES	2000 NG/ML	2000 NG/ML
PHENCYCLIDINE	25 NG/ML	25 NG/ML
MARIJUANA METABOLITE	50 NG/ML	15 NG/ML
METHADONE	300 NG/ML	300 NG/ML
PROPOXYPHENE	300 NG/ML	300 NG/ML

ALTERNATIVE EXPLANATIONS SHOULD BE EXPLORED FOR ANY POSITIVE FINDING. THIS PANEL INCLUDES TESTS FOR SPECIMEN VALIDITY.

PLEASE NOTE THAT INCIDENTAL EXPOSURE TO ALCOHOL MAY RESULT IN DETECTABLE LEVELS OF ETG AND/OR ETS. ETG/ETS RESULTS SHOULD BE INTERPRETED IN THE CONTEXT OF ALL AVAILABLE CLINICAL AND BEHAVIORAL INFORMATION.

REFERENCE: SAMHSA ADVISORY, SPRING 2012 VOLUME 11, ISSUE 2
REPORT CONTINUED ON NEXT FORM

MEDTOX LABORATORIES INC.
402 WEST COUNTY ROAD D
ST PAUL, MN 55112
651-636-7466

Jennifer A. Collins, Ph.D.

LABORATORY REPORT

Account #: 70338712
RECOVERYTREK-NPAP
**PLEASE SEND MRO COPY TO
FAX # 877-324-7915

Accession #: G5160528
Specimen I.D.: Z32172290
Donor Name/ID: SEMPSROTT,JUSTIN
SSN: _____
Age: Sex:
Reason for test: Not indicated

General Information

Date Collected	Date Received	Date Reported
02/17/2017 15:00	02/20/2017	02/23/2017 7:22AM

TEST(S) REQUESTED

RESULTS

UNITS THERAPEUTIC RANGE

**SOME COMPONENTS OF THE TEST PANEL WERE DEVELOPED AND PERFORMANCE CHARACTERISTICS DETERMINED BY LABCORP. THEY HAVE NOT BEEN CLEARED OR APPROVED BY THE FOOD AND DRUG ADMINISTRATION.

Certified by: PHAN,VAN

ALCOHOL BIOMARKERS
ETHYL GLUCURONIDE
ETHYL SULFATE

455	ng/ml
192	ng/ml

** FINAL REPORT **

Collected at 7024977450 MEDTOX collection site #43684
MARK RUECKL
LAS VEGAS, NV

9811 W. Charleston Blvd.
Suite 2-735
Las Vegas, Nevada 89117

Nevada Professionals Assistance Program
NPAP

Phone: 702 257 6727
Fax: 877 324 7815

The NPAP CONDITIONS FOR PARTICIPATION (CFP)

Please Initial all paragraphs in this document.

I, Justin Sempsrott, M.D. (Medical License#: 14852), understand the conditions for participation in the Nevada Professionals Assistance Program (the NPAP) and that my monitoring period with the NPAP will be for a minimum of (5) five years, beginning March 24, 2017.

I am aware that the NPAP is a health oriented State Professional Health Program and will endeavor to preserve my ability to practice my chosen profession safely and effectively on the basis of my recovery from illness or wellness so that I can continue or return to the safe and effective practice of my profession. I understand that the NPAP will support me by the facilitation and guidance of my evaluation and treatment with the NPAP approved providers for my health or wellness along with consideration for my advocacy needs. I will be expected to continue with my recommended program and provide the NPAP with the necessary documentation. The NPAP will determine advocacy for me regarding licensing to practice medicine in the state of Nevada, malpractice insurance coverage, hospital privileges, HMO contracts, and other entities or individuals based on my ability to practice safely and effectively in relationship to the recovery from my illness or wellness as determined by the NPAP. Successful completion of the program will be dependent on the conditions in this document and others which may be added by the NPAP during my participation on the basis of clinical or advocacy factors for the appropriate management of my case. I understand that the conditions for participation will be reviewed and revised from time to time as determined by the NPAP for the appropriate management of my case.

The NPAP is not a treatment provider and will not provide direct treatment. We provide guidance for the participant through evaluation and treatment.

- 1) I have chosen of my own volition to be a participant in the NPAP so that I can receive support from the NPAP in maintaining recovery and/or wellness. I also can expect the NPAP to provide support and advocacy on the basis of my health, recovery or wellness as determined by the NPAP. I am aware that I may also seek support and advocacy from other sources such as the legal system.
- 2) If I desire to terminate this agreement I may do so at any time. If I decide to terminate I will notify the NPAP in writing at least 7 days before I terminate my participation. I specifically give permission to the NPAP for one month after termination to notify certain entities and persons it deems necessary of my termination of this Agreement and inactivation as a participant in the NPAP. This would include the Nevada State Board of Medical Examiners, hospitals, the person or entity that referred me to the NPAP or other entities related to my professional activities. I specifically agree not to revoke under any conditions or laws this permission until one month after participation ends.
- 3) I understand and accept that these conditions are deemed necessary by the NPAP to be able to effectively facilitate treatment or wellness and to provide credible advocacy. The NPAP encourages all of the prospective participants in the NPAP program to consider reviewing the Conditions For Participation with an attorney.
- 4) I understand that in all my interactions with NPAP I agree to work and communicate with the NPAP directly not through a third party or third party intervention.
- 5) I understand that the NPAP is not a treatment provider. I understand that by participating in the NPAP there is not a doctor-patient relationship between myself and the NPAP and any of its staff.

- 6) I understand that the NPAP will endeavor to maintain the confidentiality of my involvement in the NPAP and any and all documents related thereto. Nevertheless, I understand and agree that the NPAP may disclose my participation and release documents related to my involvement in the NPAP under the following circumstances: (1) when required by law or court order; (2) when essential to further intervention, treatment, assessment, advocacy or rehabilitation for myself; or (3) to individuals and/or entities authorized in writing by Participant to receive information or documentation related to Participant's involvement in the NPAP (4) to the Nevada State Board of Medical Examiners when deemed necessary by the NPAP.
- 7) I understand that general credentialing consent forms provided to the NPAP by Hospitals, Medical Staff Offices, Insurance Companies, Healthcare Companies, Credentialing Agencies, Universities, Residency Programs, Medical Boards, other regulatory agencies, etc. are accepted by the NPAP as written consent to provide letters to the requesting entity documenting my compliance, history, toxicology results, and program participation in the NPAP. I understand this information can be communicated verbally, electronically, or in writing.
- 8) I understand that toxicology monitoring is an integral part of this program. Therefore, I will submit voluntarily, and without question, to urine collection including random observed urine, blood, hair or other examinations as requested by the NPAP Director or a designee of the Director. I will be responsible for the costs of such tests and for the prompt payment of such charges. I understand that not calling in daily, a refusal to submit to toxicology testing, and/or not appearing for collection of the sample within 12 hours of when it is requested by the monitoring system may be considered to be positive evidence of use at the discretion the NPAP Director or the director's designee.
- 9) I understand that urine screens, which are invalidated due to low volume, low creatinine, etc., must be repeated.
- 10) I agree to submit voluntarily, and without question, observed urine, blood, hair, nail, or saliva for toxicology testing within a timely manner if there is any positive, low creatinine, high creatinine, or dilute results, etc. requiring additional testing. I agree to be financially responsible for such testing.
- 11) I understand and give consent to the NPAP to use any of my bodily fluids that I have submitted for toxicology testing to conduct additional toxicology testing if deemed necessary and regardless of whether I agree to uphold my responsibility to provide payment for such additional tests.
- 12) I give full consent to the NPAP to communicate with any entity or organization involved in my toxicology monitoring. This includes but is not limited to: Any laboratories the are used for my samples to be tested at, MedTox, USDTL, Recovery/Trek, SoberLink (if using SoberLink), collection sites, third-party collection sites, and third-party mobile collectors.
- 13) I will not write prescriptions for any mind-altering or potentially addicting drugs for myself or members of my family.
- 14) I will also remove all alcohol and mind altering drugs from my home or residence.
- 15) I will not obtain prescriptions for any mind-altering or potentially addicting drugs, accept with the consent of the NPAP. Any medications with an addiction potential prescribed to me by my provider(s) must be approved by the NPAP Medical Director. This includes Suboxone and Naltrexone. If I am given or prescribed an addicting substance in an emergency situation I must inform the NPAP within 24 hours and supply evidence of proper prescribing.
- 16) I will completely abstain from alcohol, marijuana, cocaine, stimulants, narcotics, sedatives, tranquilizers, and all other mood-altering and/or potentially addicting drugs or medications.

17) I agree to abstain from over-the-counter medications containing alcohol or food items containing poppy seeds or alcohol, which may produce a positive test result for drugs or alcohol. I will be vigilant and familiarize myself with the above items. I also agree to take only those over the counter medications recommended by my physician and approved by the NPAP. I will not take any herbal or alternative medicine or over the counter medication which is not approved by my physician and the NPAP.

18) I will select a personal primary care physician. Within two weeks of the effective date of this Agreement (or within two weeks of arriving in Nevada to establish my residence). I agree to inform the NPAP in writing the name of the physician I have selected as a personal primary care physician. I agree to see my personal primary care physician for an initial evaluation (if I have not done so within one year of signing this document) and thereafter on an as needed basis.

19) During the term of this Agreement, I will refrain from self diagnosing, treating and/or prescribing medications for myself. If I am currently taking prescription or over-the-counter medication at the commencement of my participation with the NPAP, or should it become necessary for me to take prescription or over-the-counter medication during the term of this Agreement, I agree that I will not take medications, discontinue medications or alter the dose without the consent of my physician(s) and/or NPAP approved provider (s). I will notify the NPAP immediately of any changes in my medications.

20) For the duration of this Agreement for the purpose of facilitating my participation in the NPAP:

- a) I specifically give consent to the NPAP for my physician to co-operate with the NPAP in the exchange of written and/or verbal information concerning my treatment, treatment plan, diagnosis, or other medical opinion for the duration of this agreement. I give permission for my personal physician to release information to the NPAP and authorize the Medical Director of the NPAP, or a designee of the Medical Director, to contact my personal physician and obtain information concerning my treatment, treatment plan, diagnosis, or other medical opinion.
- b) I will also notify the NPAP of any medications (including herbal medications and alternative medications) I am taking or plan to take prior to taking the medications except in the case of documented emergency. This will include medications prescribed for me or recommended if over the counter. I agree to notify the NPAP immediately for approval before taking the medication except in the case of documented medical emergency. In that case I can notify the NPAP after the emergency within 24 hours.
- c) If a medical condition is indicated which may affect my professional or work performance, the NPAP may request medical records and/or a written statement from my physician for the purposes of documenting the condition and the treatment.

21) I will inform individuals in my practice setting and/or group, selected by the NPAP and/or myself, of the issues and the conditions of this agreement. I give permission, during the duration of this agreement, for the individuals referred to in this paragraph to contact the NPAP and to exchange information with the NPAP if there is ever any concern about my behavior. I also authorize the NPAP to relay information concerning my participation to the individuals referred to in this paragraph. The communication would be for the purpose of facilitating my treatment and recovery or facilitating my wellness as well as for protecting the public as deemed necessary by the NPAP. Such communication may include periodic written worksite reports.

This includes the following people:

Scott Scherr, MD, Emergency Department Director, Sunrise Hospital

Jeremy Bearden, DO, TeamHealth

22) I understand that should any employer listed in the above paragraph (Item # 21) change during the duration of this agreement, I give the NPAP, the Director thereof, or anyone authorized by the Director,

permission and consent to exchange information with any of my employers for the duration of this agreement, including 30 days following the completion and/or termination of this agreement.

23) I will inform my spouse, or significant other person, Melanie von Weller, the conditions of this agreement. I give permission to the NPAP, the Director thereof, or anyone authorized by the Director to contact and exchange information concerning my case with my spouse or significant other person during the duration of this agreement.

24) I will attend mutual help meetings and/or Caduceus meetings at the frequency required by the NPAP. If I choose a twelve step oriented group or similar group, I will choose a sponsor and locate home group and will provide the NPAP with a monthly log of meetings attended. I understand I may be required to submit meeting logs requiring a co-signature to confirm attendance.

25) I understand the importance of keeping the NPAP abreast of my activities in order to remain in compliance with these conditions for participation at all times. I will:

- a) Take the initiative to make contact with the NPAP Director at least once per month and more frequently if required
- b) Notify the NPAP Director or the Directors designee of any changes, conflicts, revisions, difficulties and status of my monitoring activities. This would include urine monitoring "call in" and selection errors or difficulties on my part.
- c) Contact the Director of the NPAP or the Directors designee as well as my monitor(s) in advance of traveling out of the area resulting in my not being available for monitoring. I will inform them of my travel schedule.

26) I will comply with these conditions for participation and if I do not I may be asked to

- a) Stop working immediately
- b) Enter physician oriented or other treatment facility for re-assessment and/or treatment.
- c) Relate directly to the Nevada State Board of Medical Examiners, other regulatory agencies, managed care, insurance companies, hospitals, and others without diversion or advocacy from the NPAP.
- d) Any combination of any or all of the above.

27) It is my further understanding and my further agreement that:

- a) If in the opinion of the NPAP I am not compliant with the NPAP Conditions For Participation the Nevada State Board of Medical Examiners may be made aware of my non-compliance.
- b) I am also aware that the Nevada State Board of Medical Examiners may or may not know that I am a participant with the NPAP.

28) During the term of this Agreement, or if I choose to terminate my participation for a period of one month after notice of termination, I consent and agree that the NPAP may, in its sole discretion and judgment notify the Nevada State Board of Medical Examiners of the status of my participation with the NPAP. I will not revoke this consent for one month under the conditions any state or federal law. I understand that this allows the NPAP to exchange with the Nevada State Board of Medical Examiners written and verbal information concerning my participation or lack of participation in the NPAP along with the facts and circumstances (including information, test results, testimony and other factors) related to my interactions with the NPAP. This may result in the Board ending their investigation of me or their pursuit of disciplinary action due to my choosing to participate in the NPAP. It may also result in formal or informal proceedings against my license to practice medicine in the State of Nevada.

29) I will take responsibility for all expenses incurred as a result of my treatment or monitoring and understand that this is an integral part of my treatment and/or recovery. Inability to do so will be discussed with The Director of the NPAP or the Director's designee. Also see item 34.

30) I understand that in order to successfully complete participation in the NPAP I will write a two page typed letter of approximately 500 words to the Medical Director of the NPAP summarizing what my life was like prior to participation in the NPAP, how my life changed during participation, and both the

strengths and weaknesses I have in maintaining the change. I am encouraged to also include positive and/or negative criticism of the program. I may also decide to submit the positive and/or negative criticism of the program after a decision has been made indicating my successful completion of the program. Furthermore, I understand that in order to successfully complete my participation, I will be required to settle my financial obligations concerning participation in the NPAP and related to any treatment I have received at the recommended of the NPAP.

31) I understand that I can not change, alter or eliminate any aspect of these conditions for participation without the approval of the NPAP, after discussion with The Director of the NPAP. I understand that I may request alterations through the Director of the NPAP.

32) Should it be necessary or requested, I will provide signed consent and/or disclosure forms for persons or entities the NPAP deems essential to the management of my case, my health, and/or my wellness.

33) I understand that all attached addenda will become part of the conditions for participation upon my signature.

34) In addition to the cost of the NPAP toxicology testing I agree to pay the NPAP an administrative and advocacy fee of three hundred fifty dollars (\$350) per month by credit or debit card with recurring automatic monthly payments starting 6/1/17. I understand that my credit/debit card will be charged on the 1st of each month for the previous month (i.e. the 6/1/2017 charge is for May 2017). If I have financial difficulties and cannot make any of the payments I will inform the NPAP and supply documentation of my inability to pay through financial, tax, and legal documents and records requested by the NPAP.

35) I understand that the cost of each urine analysis when using a Patient Service Center (PSC) is \$50 with no collection fee paid to the collection site and will be charged to the credit card on file with the monitoring system. I understand that if I choose to use an NPAP approved third party site the cost of my urine analysis is \$42.50 which will be charged to the credit card on file with the monitoring system and I will owe a collection fee directly to the third party collector. I understand that the cost of this collection fee is between the third party site and me. I understand that pricing for toxicology tests are subject to change. Please see the NPAP *New Participant Welcome Letter* for further details.

36) I understand that I must check into the monitoring system daily between 3 a.m. and 2 p.m. PST. This includes weekends and holidays. I understand if I check in after 2 p.m. the system will not be able to tell me if I have been selected to test that day. I understand that any check ins after 2 p.m. are considered missed check ins and the NPAP may ask me to give an additional sample for toxicology testing.

37) I understand that if I request to be excused from toxicology testing for longer than 8 days due to vacation, surgery, or any other reason for such a request, I may be required to give a hair sample for toxicology testing when I return, which I will be financially responsible for.

38) I understand and agree to uphold in their entirety, for the duration of this contract, the recommendations in my discharge summary from Hazelden Center City. These recommendations include:

- a.) I agree to complete 90 meetings in 90 days, and then a minimum 3 meetings per week.
- b.) I agree to not return to work until 5/25/2017.

39) I agree to attend both the Tuesday and Thursday group meetings held at the office of the NPAP for the first two years of participation. I understand that the Early Process Group is on Tuesday evenings at 6:30 p.m. and the Caduceus meeting is on Thursday evenings at 6:30 p.m. both held at the office of the NPAP and will provide the NPAP with an excuse for any future or past missed attendance. After the first two years of participation I understand that I am required to attend only one of the groups each week. I may attend either one. Note: When not in Las Vegas for meetings please see item 40.

40) When in Boise, Idaho and unable to attend the meetings described in Item 39, I agree to attend Caduceus in Boise, Idaho, and provide a meeting log with a co-signature to the NPAP on a monthly basis.

41) I understand the NPAP may require a Sponsor Check-List form be completed by my sponsor at the frequency desired by the NPAP. I understand that Sponsor Check-List forms only require the first name and first initial of the last name of my sponsor. I understand that I may change my sponsor at any time.

42) I agree to allow the NPAP to contact me using the following email address: J_Sempsoff@yahoo.com
I understand that privacy and security of non-encrypted email communication cannot be guaranteed. I understand that any conditions under this item apply to any changes to my email address that I provide the NPAP with. Any withdrawal of consent to communicate by email must be provided to the NPAP in writing.

I understand that the NPAP may release information and documentation related to my application for a license, licensure, or practice to third parties, including the Nevada State Board of Medical Examiners, either at the request of the third party or at the Participant's request. By signing this Agreement, I agree to hold harmless and release the NPAP, its officers, directors, employees, designees, consultants, agents and assigns from any and all claims, either in contract, tort or based in State or Federal statute, related to my involvement in the NPAP, treatment through or in connection with the NPAP, application for a license and/or licensure with the State of Nevada, an investigation, inquiry, opinion, decision or action taken by the NPAP or the Nevada State Board of Medical Examiners.

Signed: [Signature]
(Participant Signature)

Date: 5/10/17

Witness: _____

Please Remember To Initial All Paragraphs In This Document.

[Large handwritten signature]

Subject: RE: NPAP/Southworth
From: Tina Baird (Tina@southworthassociates.net)
To:
Date: Wednesday, August 23, 2017 2:18 PM

Justin,

I'm sorry I missed your call, I was on my lunch break. I have excused you from your Caduceus meeting on Aug 31st.

As for the PRN here in Idaho, I am going to refer you to Tiffany she will be your monitor from here on out. She handles all of our doctors here in Idaho, so instead of having two separate monitors you will have one. If you have not heard from her within a couple of days give her a call at the same number however her ext. is 106.

Have a great day!!

Tina Baird

Compliance Monitor



P: (208) 323-9555 x116 F: (208) 323-9222

Email: Tina@southworthassociates.net

Office Hours: Monday – Thursday 7:00am – 4:00pm

Fridays: 7:00am – 4:00pm



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2017 International Treatment Center's Cooperative (ITCC) Conference: October 16-18- Vero Beach, FL

2017 Certified Case Manager/Interventionist (CCMI) Trainings:

August 25-27, Detroit, MI – Module 1

November 3-5, Orange County, CA – Module 3

Moments of Change Conference: October 2-5, 2017, Palm Beach, FL.

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From: Justin [mailto:j_sempsrott@yahoo.com]
Sent: Saturday, August 19, 2017 4:43 PM
To: Tina Baird
Subject: Re: NPAP/Southworth

Thank you very much Tina.

My work schedule was slightly off for August and I won't be in Boise or Las Vegas on Aug 31. If possible, I would like to be exempt from the Caduceus meeting on that date. I will still satisfy my 3 meetings per week and random UA requirements.

Additionally, I live in Kuna and am licensed in Idaho and would like to start the process to self-report to

Southworth in ID. I am not currently credentialed or working in ID, but would like to have an advocate in ID so that I can start looking for jobs closer to home.

Thank you.

Justin Sempsrott

On Aug 17, 2017, at 5:59 AM, Tina Baird <Tina@southworthassociates.net> wrote:

Justin,

If you have any questions, please feel free to contact me.

Have a great day.

Tina Baird

Compliance Monitor

<image001.png>

P: (208) 323-9555 x116 F: (208) 323-9222

Email: Tina@southworthassociates.net

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2017 International Treatment Center's Cooperative (ITCC) Conference: October 16-18- Vero Beach, FL

2017 Certified Case Manager/Interventionist (CCMI) Trainings:

Subject: RE: NPAP/PRN

From: Tiffany East (tiffany@southworthassociates.net)

To:

Date: Thursday, November 16, 2017 5:15 PM

Hello Justin,
 Unfortunately, my contact at the board of medicine is out of the office this week and will return next week. I will follow-up with you as soon as I have more information.
 Thanks again,

Tiffany East
 Senior Compliance Monitor

Ph (208) 323.9555 or (800) 386.1695 ext. 106 F (208) 323.9222
tiffany@southworthassociates.net / www.southworthassociates.net

Office Hours: M-W-F: 7am- 4pm MT, Tu-Th: 8am- 5pm MT

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-----Original Message-----

From: Tiffany East
 Sent: Thursday, November 16, 2017 9:12 AM
 To: 'Justin'
 Subject: RE: NPAP/PRN

Hi Justin,
 I apologize for the delay in getting back to you regarding the Idaho PRN contract. This situation is one that I have not yet encountered and I am trying to make sure I have all of the right answers before coming to you. I have a call with the Idaho board of medicine today to discuss my questions and your contract and will follow-up with you after our phone call when I have more information.
 Please let me know if you have any questions in the meantime.

Tiffany East
 Senior Compliance Monitor

b1u4

J11S1111' 0:21 6W

Ph (208) 323.9555 or (800) 386.1695 ext. 106 F (208) 323.9222 tiffany@southworthassociates.net /
www.southworthassociates.net

Office Hours: M-W-F: 7am- 4pm MT, Tu-Th: 8am- 5pm MT

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-----Original Message-----

From: Justin [mailto:justin@j1111.com]
Sent: Tuesday, November 14, 2017 4:06 PM
To: Tiffany East
Subject: NPAP/PRN

Hellos Ms East,

I just wanted to follow up and see if you needed anything from me to facilitate a PRN contract. I am hoping to start working in Caldwell (in addition to Nevada) starting in January. I worry that the requirements from the NV State Board of Medical Examiners will require that NPAP be the primary and PRN be the secondary, but I am happy to discuss and better understand the process. Thank you!

Justin

9000000000

2 10 2 984

JUSTIN SEMPSROTT, MD, FAAEM
una, ID 83709 | |

November 21, 2017

Dear Sirs or Madams:

Please find below the accompanying explanation for Idaho State Board of Pharmacy Idaho Practitioner Controlled Substance Registration question 1 - "Have you, at any time; (if answer is yes to any of the following attach all related documentation); Had a physical, emotional, mental, alcohol abuse or substance abuse disease or condition that may interfere with your ability to competently and safely perform the essential functions related to the practice of pharmacy".

I was admitted into the Hazelden Betty Ford Foundation Healthcare Professionals treatment program in Center City, MN for the treatment of opiate use disorder from February 28, 2017 to May 5, 2017 and was discharged after satisfactorily completing the program.

On May 10, 2017 I entered into a contract for participation with the Nevada Professionals Assistance Program (NPAP) and am currently in good standing.

On June 15, 2017 I entered into an out-of state monitoring contract with the North Carolina Physician Health Program and am currently in good standing.

On August 1, 2017 all administrative functions of my NPAP contract were transferred to Southworth Associates.

On August 19, 2017 I self reported to the Idaho Physician Recovery Network (PRN), which is managed by Southworth Associates.

As of November 16, 2017 I am still awaiting a final contract with Southworth to determine whether NPAP or PRN will be the primary contract.

I have included all supporting documentation; please do not hesitate to contact me if I can provide further information.

Sincerely,



Justin Sempstrott, MD, FAAEM

BEFORE THE BOARD OF PHARMACY

STATE OF IDAHO

In the Matter of the Registration of:)	
)	Case No. BOP 18-044
JUSTIN SEMPSROTT, M.D.,)	
CS Registration Application No. APP-18-1268,)	STIPULATION AND
)	CONSENT ORDER
Applicant.)	
_____)	

COMES NOW, the Executive Director of the Idaho Board of Pharmacy (“Board”) and Justin Sempsrott, M.D. (“Applicant”), and hereby stipulate and agree as follows:

A. JURISDICTION OF THE BOARD

1. The Board is empowered by title 37, chapter 27, Idaho Code, to administer the regulating provisions of the Uniform Controlled Substances Act in the state of Idaho.
2. Applicant submitted an Idaho Practitioner Controlled Substance Registration Application to obtain an Idaho controlled substance registration. Applicant’s registration will be subject to the provisions of title 37, chapter 27, Idaho Code, and the Board’s rules promulgated at IDAPA 27.01.01, *et seq.*

B. STIPULATED FACTS

3. Applicant is a licensed physician holding Idaho Medical License No. M-13538.
4. Applicant submitted an Idaho Practitioner Controlled Substance Registration Application received by Board staff on November 22, 2017.
5. Applicant has entered into an Advocacy Contract (“PRN Contract”) with the Idaho Physician Recovery Network Committee (“Committee”) for the purposes of assisting with and monitoring Applicant’s substance abuse recovery program. The term of the PRN Contract is for a minimum of five (5) years from its effective date of January 8, 2018.



6. Applicant's statements in the PRN Contract would provide grounds to deny the application under Idaho Code § 37-2717.

7. The parties are voluntarily entering into this Stipulation and Consent Order to resolve the concerns of the Board and provide safeguards against any impact on the public health, safety, or welfare.

C. STIPULATED TERMS

8. Applicant shall comply with all terms and conditions of the PRN Contract, and shall comply with the terms and conditions of this Stipulation and Consent Order ("Stipulation") for the full term of the PRN Contract.

9. Applicant shall authorize the Committee to release information to the Board and its staff concerning Applicant's compliance with the PRN Contract.

10. Applicant agrees to fully cooperate with the Board and its staff, and submit written documents within a reasonable time after a request is made concerning Applicant's compliance with this Stipulation.

11. If Applicant is in compliance with the terms of this Stipulation, Applicant's Idaho Practitioner Controlled Substance Registration Application received by Board staff on November 22, 2017, shall be approved and registration granted by the Board.

D. COMPLIANCE WITH STIPULATION AND CONSENT ORDER

12. The Board has authority to enforce compliance with the terms and conditions of this Stipulation. By signing this Stipulation, Applicant waives his ability to challenge the Board's authority to enforce compliance of the Consent Order. Applicant's failure to be in compliance with the terms or conditions of this Stipulation and Consent Order may result in the Board taking disciplinary action against him. If there is reason to believe Applicant has violated any of the terms or conditions of this Stipulation, the Executive Director of the Board may file an

administrative complaint, setting forth the allegations of non-compliance and notifying Applicant, and his attorney, if applicable, that Applicant may request a hearing regarding the allegations of non-compliance. If Applicant does not request a hearing on the administrative complaint, any allegations of non-compliance will be deemed admitted.

13. If Applicant fails to comply with the terms and conditions of this Stipulation, Applicant's registration may be subject to further discipline, up to and including suspension or revocation. Therefore, the Board retains jurisdiction over Applicant's registration until all terms and conditions are satisfied as set forth in this Stipulation.

14. Any additional costs and/or attorney fees incurred by the Board in any enforcement action shall be borne solely by Applicant.

E. ACKNOWLEDGMENTS AND WAIVER OF RIGHTS

I, Justin Sempsrott, M.D., by affixing my signature hereto, hereby acknowledge the following:

15. I have read and admit to the foregoing facts set forth above in Section B. I understand these facts constitute cause for my agreement as set forth in Section C. I agree the Board has jurisdiction to proceed in this matter with my consent as indicated by my signature hereto.

16. I have read the above Stipulation fully and have had the opportunity to discuss it with legal counsel. I understand that by its terms I am waiving certain rights provided to me under Idaho law.

17. I understand I have, among others, the right to: a full and complete hearing; the right to confront and cross-examine witnesses; the right to present evidence or to call witnesses, or to so testify myself; the right to reconsideration; the right to appeal this matter to district court; and all rights provided by the Idaho Administrative Procedure Act and the laws and rules



governing the practice of pharmacy in Idaho. I hereby freely and voluntarily waive these rights, without further process, in order to enter into this Stipulation.

18. I understand the Board may approve this Stipulation as proposed, approve it subject to specified changes, or reject it. I understand that, if approved as proposed, the Board will execute and issue this Stipulation and Consent Order according to the aforementioned terms, and I hereby agree to the above Stipulation. I understand that if the Board approves this Stipulation subject to changes, and those changes are acceptable to me, the Stipulation will take effect and an order modifying the terms of the Stipulation will be issued. If the changes are unacceptable to me or the Board rejects this Stipulation, this Stipulation will be of no effect. If this Stipulation is rejected, admissions herein and negotiations preceding the signing of this Stipulation will not be admissible at any subsequent disciplinary hearing.

19. In the event this Stipulation is rejected by the Board or any changes proposed by the Board are not accepted by me, I waive any right I may have to challenge the Board's impartiality to hear the allegations in any subsequent administrative complaint based on the fact that the Board has considered and rejected this Stipulation.

20. I understand the Board shall have the right to make full disclosure of this Stipulation and Consent Order to any state, agency or individual requesting information subject to any applicable provisions of the Idaho Public Records Act, title 9, chapter 3, Idaho Code.

21. I understand this Stipulation and Consent Order is the resolution of a contested case and is a public record.

22. This Stipulation contains the entire agreement between the parties, and Applicant is not relying on any other agreement or representation of any kind, verbal or otherwise.

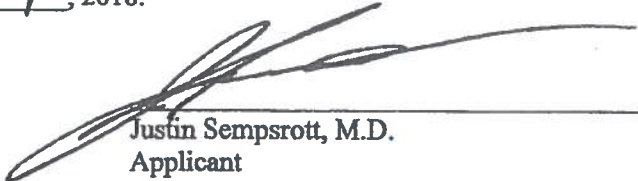
23. This Stipulation shall be presented to the Board with a recommendation for approval from the Executive Director of the Board and the Deputy Attorney General responsible



for prosecution before the Board at the next regularly-scheduled meeting of the Board.

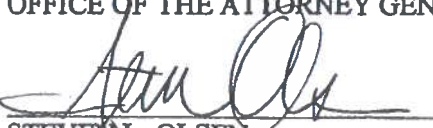
24. Except for Paragraph E.20, which becomes effective when Applicant signs this Stipulation, this Stipulation shall not become effective until it has been approved by a majority of the Board, and a Board member signs the attached Order.

DATED this 18th day of January, 2018.


Justin Sempsrott, M.D.
Applicant

I concur in this stipulation and order and recommend that the Board adopt the same.

DATED this 18 day of January, 2018.

STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL

STEVEN L. OLSEN
Deputy Attorney General

ORDER

Pursuant to Idaho Code § 54-1728 and § 37-2718, the Idaho Board of Pharmacy hereby accepts the terms and conditions of the foregoing Stipulation and Consent Order, and it is hereby ordered that Applicant comply with said terms and conditions.

DATED this 18th day of January, 2018.

By: Alex J. Adams
Alex J. Adams, PharmD, MPH
Executive Director

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14 day of January, 2018, I caused to be served a true and correct copy of the foregoing STIPULATION AND CONSENT ORDER by the following method to:

Justin Sempsrott, M.D.
South Iron Springs Avenue
Kuna, ID 83634

- U.S. Mail
- Hand Delivery
- Certified Mail, Return Receipt Requested
- Overnight Mail
- Facsimile:

Anne K. Lawler, Executive Director
Idaho Board of Medicine
P.O. Box 83720
Boise, ID 83720-0058

- U.S. Mail
- Hand Delivery
- Overnight Mail
- Facsimile:
- Email: anne.lawler@bom.idaho.gov

Steven L. Olsen
Deputy Attorney General
Civil Litigation Division
P. O. Box 83720
Boise, ID 83720-0010

- U.S. Mail
- Hand Delivery
- Overnight Mail
- Facsimile:
- Email: steven.olsen@ag.idaho.gov
colleen.funk@ag.idaho.gov



Ellen Mitchell
Investigations Support Coordinator

P.O. Box 13600
Scottsdale, AZ 85267

Nevada Professionals Assistance Program
NPAP

Phone: 702 257 6727
Fax: 480 990 3114

January 12, 2018

Justin Sempsrott
3 Iron Springs Ave
Kuna, ID 83634

Re: Idaho PRN Contract

Dear Dr. Sempsrott,

The Nevada Professionals Assistance Program (NPAP) is in receipt of a copy of your monitoring contract with the Idaho Physician Recovery Network (PRN) dated January 3, 2018. This letter is to confirm that while you are completing contract requirements with the PRN program, the NPAP program will not be duplicating those requirements. The NPAP will continue to collect workplace monitoring reports from your Nevada work locations (as long as you are working in the state). The NPAP will also continue to report compliance to the Nevada State Board of Medical Examiners (monthly) as well as quarterly letters of compliance to the North Carolina PHP, TeamHealth and Sunrise Hospital and Medical Center (as long as applicable). The PRN will be handling the drug testing part of your contract, as they have sites in Nevada, as well as collection of 12-step attendance and the Nevada Caduceus logs. The PRN has agreed to send NPAP a quarterly letter of compliance. Due to PRN becoming your primary monitor, the NPAP will be reducing your monthly fee, the amount of which is still to be determined.

If you have any questions, feel free to contact me at 208-323-9555 ext. 106.

Sincerely,



Tiffany East
Compliance Monitor
Nevada Professionals Assistance Program

Idaho Medical Association
Physician Recovery Network
ADVOCACY CONTRACT

The Idaho Physician Recovery Network Committee (Committee) agrees to serve as advocate for this physician/physician assistant in his/her efforts toward a program of recovery from alcohol/drug addiction or other conditions that impairs his/her ability to practice medicine. This advocacy includes assisting re-entry to work and recovery among his/her peers, family and medical community, and where appropriate reporting to the Board of Medicine or other designated entities. Advocacy is contingent upon compliance with this contract and therefore can be withdrawn at the discretion of the Committee for violation of this contract.

I, Justin Sempsrott, recognizing that I suffer from chemical dependency/abuse and/or mental conditions that may impair my ability to practice medicine safely desire to enroll in the Physician Recovery Network (PRN) Program. During my recovery process I agree to and accept the following conditions regarding the term and content of this contract. The minimum term for this contract is five (5) years. However, if there are problems, such as relapse or noncompliance, then PRN may extend this contract beyond five years.

JS (initial) I agree to completely abstain from alcohol, marijuana, cocaine, stimulants, narcotics, sedatives, tranquilizers, and all other mind-altering and/or potentially addicting drugs or medications. In the event such medications may be needed as a legitimate part of my medical care, I agree to notify the PRN Program staff immediately.

JS (initial) I understand that it is my responsibility to have all prescriptions forwarded directly to PRN within five (5) calendar days it being prescribed to me. I understand that I need to have the provider include in the documentation the following information: the physician's name clearly indicated, the medication prescribed, the dosage, frequency, how many refills, the reason for prescribing and the duration I will be taking the medication.

JS (initial) If I do not already have one, I agree to secure a primary care physician who is knowledgeable about recovery issues and my recovery program to treat my medical problems. I give him/her authorization to communicate directly with the PRN. I will request that he/she not prescribe any of the above medications for me unless there is no reasonable alternative medically. If he/she does need to so prescribe, I will ask my prescribing provider to send documentation of the prescription to the PRN within five (5) days. Self-prescribing is prohibited. This physician will be: Dale Mock

JS (initial) If I do not already have one, I agree to secure a pharmacy to dispense my medications and give the pharmacist authorization to communicate directly with the Committee and my monitor on my progress. This pharmacy will be: Walgreens Pharmacy 869 E Avalon Street, Kuna, Idaho

JS (initial) I agree to inform and present a copy of this contract to the following people regarding my history of chemical dependence/abuse and the conditions of this contract. I agree to ask these individuals to immediately contact the PRN coordinator, my peer monitor or other PRN staff in the event that they may have concern that I have inappropriately used any chemicals or if they have concerns about my behavior.

(please list specific people)

- a. Doctors with whom I have a formal practice association:
Dr Brian Moss
- b. My office manager and/or nurse:

N/A

- c. My spouse or significant other:
Melanie von Weller
- d. Representative(s) of hospital where I hold privileges:
Dr Brian Moss
- e. My personal physician:
Dr Dale Mock
- f. Other:

JS (initial) I give permission to the PRN and those specified on the release of information form to exchange information pertinent to my recovery.

I agree to attend or participate in other treatment activities as outlined below:

<u>ACTIVITY</u>	<u>FREQUENCY</u>	<u>COMMENTS</u>	<u>INITIAL</u>
Mutual Support Groups	3 12-step meetings per week		<u>JS</u>
Support Group Meetings	Weekly - Attend SG meeting when in Boise. Attend Caduceus meeting when in Nevada		<u>JS</u>
Obtain Sponsor	Meet weekly, face to face, to work the steps		<u>JS</u>
Random Toxicology Tests	As determined by PRN		<u>JS</u>
Worksite Monitor	Obtain a work monitor upon returning to work		<u>JS</u>

JS (initial) I agree that if I do not adhere to the conditions of this contract, the Program Coordinator may elect to notify those referral sources specified on the release of information form, that I have signed, of such default.

JS (initial) I agree to attend the meetings as requested by the PRN. I understand that regular attendance is required and that unexcused absences are considered a violation of this contract. I will document the meeting attendance and other activities by submitting monthly client activity reports to the PRN. I understand that reports not returned to the PRN office by the fifth of the following month will cause me to be out of compliance with PRN program requirements.

JS (initial) I understand that chemical monitoring is an integral part of this program. I therefore, agree to submit voluntarily, and without question, to random urine, blood, hair, nail, and/or breath examinations as requested by the PRN staff. I understand that if I miss a drug screen collection, I should immediately notify the PRN Coordinator. I agree to give prior notice of at least one week to the drug testing company and the PRN Coordinator if I will be unavailable to test on a certain day and to give an explanation satisfactory to the PRN, otherwise the missed test will be considered positive. I will be responsible for payment for drug screens.

JS (initial) I am aware that consuming large quantities of liquids prior to giving my urine specimen may result in a dilute urine, which can appear to be an effort on my part to hide use. I understand that I should not drink more than 12 total ounces of fluid within three hours prior to testing. I understand that I should avoid any non-prescription diuretics, including caffeine found in coffee, tea and some sodas. If it is necessary for me to drink large amounts of liquids or use a non-prescription diuretic, I will do so after I provide a specimen. If I have just consumed a large amount of liquid or used caffeine and I am notified to test that day, I will wait a few hours for the fluid to clear before I provide a specimen.

JS (initial) I understand that anytime I take an over-the-counter medication, herbal supplement or stimulant drink I must notify the PRN of the start date and estimated finish date and what the medication, herbal supplement

or stimulant drink is being used for. Notice must be received by the PRN within one week of starting the over-the-counter medication, herbal supplement or stimulant drink.

JS (initial) I agree to meet with the PRN coordinator, my peer monitor, or other representatives of the PRN whenever requested to discuss my progress.

JS (initial) I recognize that I have a disease that is subject to relapse. If I relapse, I will inform the PRN coordinator or staff immediately for help and stabilization. An evaluation will be made by the PRN to determine any need to modify my treatment program. I agree to follow the recommendations that may include hospitalization, residential treatment, or other measures necessary to augment my recovery from addictive disease.

JS (initial) At the direction of the PRN, I agree to immediately withdraw from practice and enter a facility that meets the PRN criteria for assessment if there is concern regarding compliance with this agreement or if relapse occurs.

JS (initial) I understand that it is my responsibility to sit down, either before or after treatment, with the CEO or CEO's designate at each of the hospitals I have privileges at and verbally inform them of my situation within two weeks. I understand that on a quarterly basis the PRN will report my level of compliance to any and all hospitals at which I have privileges. I understand that these reports will be sent directly to the CEO, and either the Chief of Staff or the Medical Staff/Affairs office. More frequent reports will be made if requested by me or the hospital. I understand that, if I relapse, the same people will be notified along with an update on the PRN's response to the relapse within one (1) week.

JS (initial) I understand that it is my responsibility to notify the PRN if there is a change in the hospitals at which I have privileges within ten (10) days of that change. I understand that it is my responsibility to sign an updated Consent for Release of Confidential Information form listing any new hospital at which I seek privileges within 10 days of application for privileges.

JS (initial) PRN reviews contracts on an annual basis, and thus may make changes in this contract appropriate for my progress in recovery. However, if my circumstances change, such as relapse, noncompliance, type or location of medical practice, etc. then PRN may make changes on this contract at any time. All changes in contracts will be documented by PRN regarding the reason for the change. If I desire, I may appeal any contract changes in writing to the PRN Committee and/or by appearance at the next PRN Committee meeting.

JS (initial) I may request a change in my contract at any time, by placing the request in writing. I understand such requests will receive prompt attention, although a final decision on the request may have to wait until the next scheduled PRN Committee meeting.

JS (initial) PRN advises the State Board of Medicine informally (verbally) of all physicians enrolled in the PRN program. The State Board has agreed to take no action on these reports, and usually the State Board will drop any investigation of complaints it may have received about a physician. The exception to this rule involves cases about which the Board has independently received complaints of such magnitude that it feels compelled to take action.

JS (initial) If at some time I become noncompliant with the terms of this contract, including any modifications, and if I refuse to do what is necessary to get back in compliance, then PRN will formally notify the State Board regarding the problem. I understand that when the State Board is formally notified regarding my noncompliance it will result in an automatic "Motion for Enforcement" by the State Board against my Stipulation and Order. This "Motion for Enforcement" will result in a Hearing and will become public record.

JS (initial) I understand that it is my responsibility to remain in compliance with all aspects of my PRN contract. Determination of when I am in compliance with my contract will be made by PRN in the course of usual business. A substantial episode/incident of noncompliance will result in a case review by the PRN with determination on how to proceed (reevaluation, increased requirements, increased length of contract, etc.) made at that time.

JS (initial) I agree to pay PRN \$100/month and Idaho Medical Association (IMA) \$25/month, in addition to a \$10 one time set up fee, to cover a share of the cost of the program. I understand that the PRN fee will be automatically deducted from the account I authorize whereas the IMA amount will be billed to a credit or debit card designated by me quarterly. I also understand that PRN may change this charge from time to time, to reflect changing costs. I understand that I will receive at least two months advance notice of any such changes in charges. I also agree to pay the costs for any treatment, support group, or chemical monitoring (urine drug screens, etc.).

JS (initial) I recognize that chemical dependency/abuse is a family disease and will support my family's participation in Al-anon, ACOA, co-dependency treatment, or other appropriate family support groups or therapy.

JS (initial) I acknowledge, understand and agree that if I fail to meet the conditions of this contract, I will lose the advocacy of this PRN Committee. In case of relapse, I agree to abide by the PRN Committee's recommendation regarding modification of this contract or any other actions. Relapse or failure to meet the conditions of this contract, whether I am a volunteer of the PRN program or mandated to participate by the Board of Medicine, will be reported to the Board of Medicine. I also understand that PRN will update the Board of Medicine on what is being done about the relapse, and on my response to the relapse i.e. changes in monitoring and changes in treatment program. Any violation of a Stipulation and Order of the Board of Medicine, which pertains to alcohol and/or substance abuse, shall constitute a violation of this advocacy contract.

JS (initial) I agree to cooperate and be courteous at all times with my Committee monitor, the Committee or members thereof. I understand that it is my responsibility to arrange any meetings with my monitor and the Committee.

JS (initial) I hereby release and hold harmless my Committee monitor, the Committee and any of its agents, representatives, attorneys, members, employees or consultants from any claims, liability, damages or expenses of any kind or nature relating to or arising out of any decision, opinion, investigation, recommendation or any other action if such decision, opinion, investigation, recommendation or action was taken within the scope of their duties and functions and when such decision, opinion, investigation, recommendation or action was taken without malice and on a belief that such decision, opinion, investigation, recommendation or action was warranted by the facts that were then available.

JS (initial) The Board of Pharmacy maintains a data base that tracks prescriptions for controlled substances. As part of its monitoring program, the IMA PRN program is authorized to access this data base if authorization is given by the PRN program participant. The PRN will keep this information strictly confidential in accordance with this contract. I understand that PRN can access the Board of Pharmacy's Prescription Monitoring Database with my consent.

JS (initial) I am aware that the PRN discourages monitored participants from practicing together as members, employers, employees, partners, supervisors or supervisees within the same medical practice entity. For the purpose of this provision, the term "medical practice entity" shall not mean a hospital. Therefore, I agree to ascertain whether or not a PRN participant practices at a medical practice entity before I agree to join that medical practice entity. If there is a PRN participant at the medical practice entity, I agree to report this fact to the PRN and any other facts requested by the PRN and to abide by any additional reporting, monitoring, testing or other requirements the PRN Committee may require. I acknowledge that the PRN Committee may, after its review of my case, determine there is no way for me to join the practice and practice in a safe manner. If I decide to join the

practice against the advice of the PRN Committee, I recognize the PRN Committee is authorized to report my case to the Board of Medicine.


PRN Policy Regarding Attorney Involvement:


Voluntary PRN Participants

The physician has the right to legal counsel. If the physician chooses to have an attorney represent the physician in their relationship with the PRN, the PRN will provide general information to the attorney on the nature of the relationship and the information that legal representation makes continuance of the past relationship impossible for the PRN. If the physician decides to continue to have the attorney represent them in the relationship, the PRN will cease all advocacy and support activities, including the availability of the physician support group, and evaluate the situation for releasing information to the Board of Medicine. In individual situations the PRN may continue monitoring activities while the situation is being resolved. The PRN will provide information and materials when legally required to do so.

Participants Monitored by Board Request

For participant monitored by Board request the primary relationship of the PRN is with the Board, not the participant. The physician's primary relationship is also with the Board, not the PRN. The physician's attorney should contact the Board only. The PRN will refer all attorney inquiries to the Board. When requested by the Board, the PRN will provide the Board any relevant documents, which the Board can then provide the attorney.


Participant Signature _____ Date _____
January 3, 2018


Ben Seymour, CADC _____ Date _____
Program Coordinator, PRN 1/8/2018

(208) 323-9555 PRN office
(208) 323-9222 facsimile
5530 W. Emerald St., Boise, ID 83706
Ben Seymour, CADC, PRN Coordinator
(208) 949-0363 cellular

Physician Recovery Network

CLIENT ADMONITION LIST

1. No self-prescribing any drug, legend or scheduled (controlled).
2. No prescribing of scheduled (controlled) drugs for relatives.
3. No prescribing any drugs for anyone without generating a patient record.
4. Avoid poppy seeds, chiefly in pastries.
5. Avoid non-beverage alcohol: for example, hand sanitizers, mouthwash, liquid medication with alcohol base, desserts, food cooked in alcohol, Primatene Mist, vanilla extract, etc.
6. Do NOT consume alcohol in any form, even for religious purposes.
7. Do NOT consume so-called "non-alcoholic" beer and/or wine.
8. Beware of iatrogenic relapse. Inform any prescribing practitioner (M.D., D.O., D.P.M., D.D.S., D.M.D., etc.) that you are chemically dependent and to check with PRN in advance, unless in an emergency, and then as soon thereafter as possible.
9. Keep any family member's medication(s) in a location distinctly separate from your medication(s) to avoid accidental contamination and/or ingestion.
10. Scrutinize all labels on any medications or other prescriptions you take before actually putting them in your mouth. Be sure to read all the labels in adequate light to ensure the correct identity of the medication and to ensure it does not contain addictive chemicals.
11. Remove all alcoholic beverages and other non-beverage alcohol (as above) from your home, office, boat, and vehicles (this includes wine collections).
12. The Board of Pharmacy recommends that if a patient wants to return a medication, that you and the patient destroy the medication together. Do not store or dispense the medication to another patient.
13. If your practice receives samples of a controlled substance, the Board of Pharmacy recommends that you: keep a log for dispensing any of these medications, and make a note in the patient's file.
14. Avoid the "PERCEPTION:" for example, sitting at a bar consuming soft drinks, exiting a liquor store carrying a package, drinking sparkling cider out of a champagne glass at a wedding, or being in attendance at a raucous party situation.
15. Avoid unexcused absences.
16. Avoid positive toxicology tests (MISSED TOXICOLOGY TEST = POSITIVE TOXICOLOGY TEST).
17. Avoid missing payment of program and toxicology testing fees.
18. In the event of an adverse situation, cover yourself with a toxicology test, preferably at our laboratory, but certainly at the nearest convenient facility and then notify the PRN.
19. Don't change malpractice carriers if possible.
20. AVOID AT ALL COSTS A FRAUDULENT APPLICATION! If questions regarding chemical dependency are worded ambiguously, or if there is any reasonable doubt about the intent of an inquiry, or if you are not absolutely certain of the proper and rigorously honest answer, consult with PRN before answering the question.
21. Don't "advertise" your addiction or your recovery.

I have read, fully comprehend, and agree to adhere to the above admonitions.
I acknowledge receipt of a copy of this document.

Signed _____

Date 1/3/18

Hospital, Emergency & Post-Acute Medicine
West Group, Las Vegas Market
5575 Simmons St. Unit 1, #563
North Las Vegas, NV 89031
Phone: (702) 304-2144
Fax: (702) 304-2147

To: Nevada State Board of Pharmacy

Re: Justin Sempsrott MD (hearing March 18th,2020)

I would like to take the time to recommend Dr. Sempsrott be granted a NV DEA and Controlled Substance license. I have known Dr. Sempsrott since 2010 when he was a resident in Las Vegas. He has worked with TeamHealth for the last 5 years. I have worked closely with him in Las Vegas as well as Caldwell Idaho. He has disclosed that he has a history of substance abuse. I was involved of getting him the help he needed in 2017. He attended a inpatient program and has been dedicated to his sobriety since 2017. He is required to take multiple drug tests per month and attends meetings regularly. I am proud to say he has turned his life around. I have been his work place monitor since 2017 and have seen no evidence of a lapse in his sobriety. He most recently was my Facility Medical Director at West Valley Medical Center in Caldwell Idaho. Dr. Sempsrott's hard work and dedication helped turn a once struggling program into one of the best in the division. Dr. Sempsrott is a very knowledgeable and skilled physician, and is liked by his colleagues and medical staff.

Please let me know how I can help.

Sincerely,



Scott A. Scherr MD FACEP
Regional Medical Director
TeamHealth West Group
702-289-9698



TEAMHealth.

Emergency Medicine, West Region
 505 South 336th St, Suite 350 • Federal Way, WA 98003
 Phone: 405.823.6559
 Fax: 253.838.6418

February 20, 2020

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

Dear Nevada State Board of Pharmacy:

I am pleased to provide a character reference letter to you on behalf of Dr. Justin Sempsrott. I became professionally acquainted with Dr. Sempsrott during the selection process for a Facility Medical Director position in my book of business during the summer of 2018. At that time, Dr. Sempsrott disclosed his recovery and participation in a physician monitoring program to me.

Dr. Sempsrott has been an exemplary emergency room physician leader for the duration of the time I have known him. Of the more than 500 physicians I work with, Dr. Sempsrott is notable for his dedication to providing excellent emergency care to patients as well as leading the physicians and advanced practice clinicians that work for him to also deliver excellent emergency care, as measured by industry-standard objective metrics.

As the Vice-President of Operations, I am the fortunate recipient of the letters of accolade submitted to our company, praising Dr. Sempsrott for his compassion, thoroughness, and remarkably high standard of patient care. These letters from patients and family members are some of the best examples of patient advocacy that I have ever seen. I have also frequently discussed his performance as a physician and leader with the executives at his facility, and the feedback has consistently been excellent.

I have found Dr. Sempsrott's character to always be of the highest integrity. He communicates honestly, carries himself with humility, and promotes collaboration among specialties and across different organizations. I would be pleased to discuss these points in further detail or answer any specific questions you may have regarding Dr. Sempsrott.

Sincerely,

Kent Endersby, MSN, RN, CEN, NRP
 Vice President of Operations, West Group

Letter of Reference for Justin Sempsrott, MD

Nolan Jaeger <njjaeger@sbrmc.org>

Mon 2/24/2020 9:10 AM

Pharmacy Board <pharmacy@pharmacy.nv.gov>;

Justin_Sempsrott@teamhealth.com <Justin_Sempsrott@teamhealth.com>;

Justin Sempsrott

Justin Sempsrott LOR.pdf;

Dear Nevada Board of Pharmacy,

Please find a recommendation letter attached for Justin Sempsrott, MD. This pertains to a scheduled appearance before the Board on Wednesday, March 18, 2020 at 1:30PM at the Hilton Garden Inn in Las Vegas, NV. Please don't hesitate to contact me for any additional information or clarification.

Sincerely,

Nolan Jaeger MD
Plastic and Reconstructive Surgeon
St Bernards Healthcare
Office (870) 336-3190
Cell (870) 919-8999
njjaeger@sbrmc.org



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Nolan Jaeger, MD
St. Bernards Plastic Surgery
1150 East Matthews Ave, Suite 201
Jonesboro, AR 72401

February 24, 2020

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


Dear Nevada State Board of Pharmacy:

This letter is to serve as a character reference for Justin Sempsrott, MD. I have known Dr. Sempsrott since he was a trainee at the University of Nevada School of Medicine in 2007. Although I was a surgical resident at the time, I had the opportunity to work alongside Justin on many occasions in the emergency and trauma departments. After training, I maintained close personal and professional contact with Dr. Sempsrott through phone calls, emails, and in-person visits.

I have always known Dr. Sempsrott to be an honest, hard-working, and highly intelligent physician who prioritizes patient care above all else. I would never hesitate to allow Dr. Sempsrott to provide medical care for myself, my children, or any other member of my family. He is highly motivated, but is introspective and recognizes his limitations. Furthermore, when he provides assurance that he will act, he always follows through.

Without reservation, I would personally and professionally vouch for Dr. Sempsrott's character and abilities.

Sincerely,



Nolan Jaeger, MD
Plastic and Reconstructive Surgeon
St. Bernards Healthcare
(870) 336-3190
njjaeger@sbrmc.org



Physician Recovery Network

Idaho Medical Association

John Sonntag, MD
Chairman

Mark Broadhead, MD
Medical Consultant

Ben Seymour, CADC
Program Coordinator
ben@southworthassociates.net

Molly Steckel
Executive Director
molly@idmed.org

February 25, 2020

Nevada Board of Pharmacy
985 Damonte Ranch Pkwy Ste. 206
Reno, NV 89521
Via email: pharmacy@pharmacy.nv.gov

RE: Justin Sempstrott, MD

To Whom It May Concern,

I have the consent of Justin Sempstrott, M.D. to disclose that he is under contract with the Idaho Physician Recovery Network (PRN). Dr. Sempstrott signed his PRN contract on January 3, 2018 and he is currently compliant with his contract.

Dr. Sempstrott's contract includes, but is not limited to, the following: 1) regular attendance at 12-Step meetings each week, 2) weekly attendance at health professional's support group, 3) weekly meetings with a 12-Step sponsor, 4) random toxicology testing, and 5) obtain and meet regularly with a worksite monitor.

Should you have questions or comments regarding this information, please contact me at 208-323-9555 ext. 106.

Sincerely,

Tiffany East, BA | Senior Compliance Monitor
Physicians Recovery Network
Southworth Associates

Southworth Associates
5530 W Emerald
Boise, ID 83706
Toll Free: 1-800-386-1695
Local: 208-323-9555
Fax: 208-323-9222

Idaho Medical Association
PO Box 2668
Boise, ID 83701
Local: 208-344-7888
Fax: 208-344-7903

P.O. Box 13600
Scottsdale, AZ 85267

Nevada Professionals Assistance Program
NPAP

Phone: 866 460 9014
Fax: 480 990 3114

February 25, 2020

Nevada Board of Pharmacy
985 Damonte Ranch Pkwy Ste. 206
Reno, NV 89521
Via email: pharmacy@pharmacy.nv.gov

Re: Justin Sempsrott, M.D.
NV Medical License #: 14852

To Whom It May Concern:

I am writing this letter at the request of Dr. Justin Sempsrott, a participant in the Nevada Professionals Assistance Program (NPAP), to indicate the status of his NPAP contract. Dr. Sempsrott signed a standard 5-year Conditions for Participation (CFP) monitoring agreement on 3/24/2017 and is set to complete the program on 3/24/2022.

Dr. Sempsrott's primary monitoring agency is the Idaho Physician Recovery Network (PRN) with the NPAP acting as a secondary monitor. The PRN submits quarterly reports to the NPAP which indicate that Dr. Sempsrott has been in full compliance with his PRN contract. Thus, Dr. Sempsrott is in full compliance with his CFP monitoring agreement.

If you have any questions or would like to further discuss this case, please do not hesitate to contact me.

Sincerely,



Ben L. Seymour, CADC, CIP
Nevada Professionals Assistance Program

Letter of Compliance

Tiffany East <tiffany@southworthassociates.net>

Wed 2/26/2020 10:29 AM

Pharmacy Board <pharmacy@pharmacy.nv.gov>;

Attachment

2020_02_26_11_27_18.pdf.

Hello-

Dr. Sempsrott has requested that the NPAP share the attached information with you.

Please follow-up with me if you have any questions.

Sincerely,

Tiffany East, BA

Senior Compliance Monitor



Ph (208) 323.9555 or (800) 386.1695 ext. 106 F (208) 323.9222

tiffany@southworthassociates.net / www.southworthassociates.net

This communication from Southworth Associates may contain material protected by HIPAA legislation (42 CFR Part 2 and 45 CFR, Parts 160 & 164). This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering this email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please notify the sender by replying to this email and then delete the email from your computer.

****PLEASE NOTE: On 2/28/2020 Southworth Associates will be relocating to a new office. Our new address will be: 3501 W Elder St. Suite 201, Boise ID 83705. The office phone number – 208 323 9555 – will remain unchanged****



Andrew Schmidt, DO, MPH
 Department of Emergency Medicine
 University of Florida-Jacksonville
 655 W 8th St
 Jacksonville, FL 32209
 Andrew.schmidt@jax.ufl.edu
 904-401-2938

February 14, 2020

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

Nevada State Board of Pharmacy:

It is my personal pleasure to write this letter in support of the character of Dr. Justin Sempsrott. As a brief background, Justin and I have known each since we were lifeguards in 2003; since this time we have worked closely on numerous domestic and international projects, co-founded an internationally recognized non-profit, co-authored numerous chapters and research articles, and have been mutually supportive on both professional and personal levels.

There is no doubt in my mind that without the guidance and motivation Justin has provided over the years, I would not be the physician I am today. His influence came at a very important time in my life when I was trying to determine own path, and I found his thirst for knowledge and willingness to be the one to show up when new opportunities arose to be infectious. Those attributes had a true effect on my outlook and were important pieces of the puzzle which completed my own path to medicine, and they are parts of his personality I continue to admire to this day. Just as his influence guided my path to medicine, it has also strongly guided my focus in research and education. In watching Justin carve out his passion for drowning prevention and education and experiencing the way he teaches others, I have seen first-hand how a focus driven by passion can affect not only the people and audiences receiving the information, but also the person who is communicating it. Additionally, his willingness to engage others in this passion, including myself, by sharing information and contacts within drowning community has had an important impact on the progression of knowledge and program development within this international community.

As a physician, Justin is easily one of the most naturally and practically intelligent individuals I have met. He is able to synthesize and apply knowledge in a more pragmatic manner than most; for this reason he is often one of the first physicians I think to contact outside of my department when there is a medical issue I can't seem to grasp or need better insight on. Beyond being a talented and effective physician and educator, Justin is an amazing father and husband. He always involves his family in his professional travels, and I am constantly impressed by the effort he puts forth, despite his busy career, to provide an engaging and inspiring environment for his son. I hope with all of this that I have impressed on you that I hold no doubt in my mind when it comes to the character of Dr. Justin Sempsrott. He is a person I can count on 24 hours a day for guidance, a physician I admire and would not hesitate to allow to treat me or a family member, and a father I take inspiration from when caring for my own children. Please do not hesitate to contact me directly with any further questions.

Sincerely,

Andrew Schmidt, DO, MPH
 Assistant Professor, Emergency Medicine, UF-Jax
 Deputy Medical Director, TraumaOne Flight Services





February 25, 2020

Nevada State Board of Pharmacy
985 Damonte Ranch Parkway
Suite 206
Reno, Nevada 89521

Re: Justin Sempsrott, MD

To whom it may concern,

I am writing as a character reference for Dr. Sempsrott. I have personally and professionally known Dr Sempsrott for 3 years and can say that he is of high character and is an outstanding physician in our community.

In addition I sit on the board of the Idaho Medical Association Physician Recovery Network. As a board member I have personally supervised Dr. Sempsrott's recovery in the program and his willingness to continue to grow in his sobriety. Presently I feel he has a strong recovery and has sound professional competence.

I do not see any reason he should be denied a controlled substance license in your state. If you have any further questions regarding Dr. Sempsrott please feel free to contact me.

Sincerely,



Ryan S. Owsley, MD, FAAD, FASDS
Comprehensive Dermatology of Idaho, PLLC
16111 N. Brinson St. Suite 100, Nampa, ID 83687
Phone (208) 467 - SKIN
Fax (208) 467 - 7500
www.dermidaho.com

16111 N. Brinson St. Ste 100, Nampa, ID 83687 | 211 Forest St., McCall, ID 83638
Phone: (208) 467-SKIN (7546)
Fax: (208) 467-7500
dermidaho.com