

AUG 05 2024

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BEFORE THE CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

IN THE MATTER OF:

TAD NATHAN TENNEY, D.C.  
License No. B00780,

Respondent.

Case No. 21-31S, 23-23S, 23-27S, & 24-10S

SECOND AMENDED NOTICE OF CHARGES

The Chiropractic Physicians' Board of Nevada (hereinafter "the Board"), by and through its Board Counsel Louis Ling, makes the following, which shall serve as a notice of intended action pursuant to NRS 233B.121 and as an amended notice of charges pursuant to NRS 634.170, related to Respondent Tad Tenney, D.C. (License No. B00780). The pertinent facts and law regarding this notice of charges are as follows:

I.

On February 7, 1999, Dr. Tad Tenney became licensed as a chiropractic physician in Nevada (License No. B00780). At all times pertinent to this matter, Dr. Tenney's address of record with the Board was and is Boulder Chiropractic, Inc., 806 Buchanan Blvd., #109, Boulder City, Nevada 89005.

**FACTS AND CHARGES RELATED TO COMPLAINT FROM PATIENT FH  
AND SUBSEQUENT RELATED INVESTIGATION**

II.

On November 5, 2021, the Board's office received a consumer complaint from Patient FH (the patient's name cannot be disclosed for reasons of patient confidentiality) about his and his wife's (Patient FW) attendance at a seminar and subsequent enrollment in a wellness program sold by Dr. Tenney in September 2021 at the Holiday Inn Express in Pahrump, Nevada.

III.

The Board opened an investigation based upon Patient FH's complaint. The investigation regarding Dr. Tenney was overseen by Investigating Board Member Dr. Maggie Colucci until her appointment with the Board expired, at which time the investigation was taken up by Investigating Board Member Dr. Benjamin Lurie.

## IV.

The Board's investigation found that Dr. Tenney regularly and routinely conducted seminars related to diabetes and neuropathy. Preceding each such course, Dr. Tenney would provide invitations to likely patients. An exemplar invitation for a diabetes seminar is attached as Exhibit 1 and is incorporated herein by this reference. An exemplar invitation for a neuropathy seminar is attached as Exhibit 2 and is incorporated herein by this reference. All such advertising clearly indicated that Dr. Tenney was a DC, meaning a doctor of chiropractic.

## V.

In the course of the investigation, the Board obtained information regarding the following such seminars (some for neuropathy, some for diabetes):

DATE	PLACE	# OF ATTENDEES
05/16/2022	Kingman, AZ	22
05/16/2022	Kingman, AZ	16
05/18/2022	Laughlin, NV	8
05/18/2022	Laughlin, NV	11
05/23/2022	Washington, UT	18
05/23/2022	Washington, UT	27
05/25/2022	Mesquite, NV	18
05/30/2022	West Brigham City, UT	35
05/30/2022	West Brigham City, UT	16
06/01/2022	Las Vegas, NV	15
06/06/2022	Pahrump, NV	39
06/06/2022	Pahrump, NV	24
06/08/2022	Henderson, NV	15
06/08/2022	Henderson, NV	12

06/13/2022	Phoenix, AZ	14
06/13/2022	Phoenix, AZ	10
06/15/2022	Phoenix, AZ	7
06/15/2022	Phoenix, AZ	6
06/20/2022	Mesa, AZ	15
06/20/2022	Mesa, AZ	11
06/22/2022	Boulder City, NV	6
06/22/2022	Boulder City, NV	5
07/05/2022	Las Vegas, NV	15
07/05/2022	Las Vegas, NV	5
07/07/2022	Cedar City, UT	16
07/07/2022	Cedar City, UT	18
07/11/2022	West Bringham City, UT	7
07/11/2022	West Bringham City, UT	21
07/14/2022	St. George, UT	10
07/14/2022	St. George, UT	5
07/18/2022	Prescott, AZ	17
07/18/2022	Prescott, AZ	25
07/20/2022	Prescott, AZ	23
07/20/2022	Prescott, AZ	20
07/25/2022	Laughlin, NV	21
07/25/2022	Laughlin, NV	29
07/27/2022	Havasu City, AZ	16
07/27/2022	Havasu City, AZ	20
08/01/2022	Mesa, AZ	15
08/01/2022	Mesa, AZ	8

08/03/2022	Yuma, AZ	24
08/03/2022	Yuma, AZ	21
08/08/2022	Toole, UT	13
08/08/2022	Toole, UT	13
08//10/2022	Lehi, UT	12
08/10/2022	Lehi, UT	24
08/15/2022	Prescott, AZ	31
08/17/2022	Kingman, AZ	27
08/17/2022	Kingman, AZ	39
08/22/2022	North Las Vegas, NV	31
08/22/2022	North Las Vegas, NV	19
<b>TOTAL</b>		<b>895</b>

#### VI.

At the seminars, Dr. Tenney made presentations about diabetes, weight loss, neuropathy, and related topics. Most of the attendees were senior citizens as most of them were in their sixties, seventies, or eighties. The presentation included videos of vignettes or testimonials. At the end of the presentations, Dr. Tenney would invite the attendees to enter into a contract with him and to pay him for the contracted services by cash, check, credit card or care credit. The amount was to be paid in full prior to starting the program.

#### VII.

In the course of the investigation of this matter, an investigator for the Advantage Group, the Board's contracted provider of private investigation services, attended Dr. Tenney's seminar on January 24, 2022 conducted at Sam's Town Hotel and Gambling Hall in Las Vegas, Nevada. The investigator recorded the audio of Dr. Tenney's presentation. The audio from the presentation recorded by the investigator is substantively similar to the description of Dr. Tenney's seminars contained in averment V above.

VIII.

In the course of the investigation of this matter, the Board sought various documents from Dr. Tenney relating to his seminars for the time period of September 7, 2021 through August 22, 2022. Dr. Tenney provided 598 files containing documents related to patients with whom he had contracted for the time period of September 7, 2021 through August 22, 2022.

IX.

Of the 598 files containing contract documents as referenced in averment VII, a total of 183 such files (comprising 31% of the total files) were randomly selected for detailed review (hereinafter "reviewed contracts"). Included in the reviewed contracts were 20 chiropractic medical files for randomly selected patients, which chiropractic medical files were obtained from Dr. Tenney and were represented to be the entirety of the chiropractic medical files possessed by Dr. Tenney. The reviewed files spanned dates from June 7, 2020 through August 9, 2022. Because some of the reviewed contracts covered the care of more than one person, the files contained information related to 232 patients. (*Nota Bene*: The names of the 232 individual patients referred to herein will not be provided herein for reasons of patient privacy and confidentiality, but will be provided to Dr. Tenney.)

X.

Though the reviewed contracts indicated a set price for the goods and services to be provided (and has changed over the time covered by the investigation), the reviewed contracts showed that Dr. Tenney would negotiate the price of contracts with the patients at issue, ranging from a low of \$1,500 to a high of \$9,000. Most of the patients in the reviewed contracts paid in cash on the day of the execution of the contracts, but 40 of the reviewed contracts were paid for by the patient's obtaining credit through CareCredit. The CareCredit documents reviewed indicated that Dr. Tenney would be immediately paid the borrowed amount made payable to "Boulder Chiropractic Inc."

XI.

The records maintained by the Nevada Secretary of State show that Boulder Chiropractic Inc. is a Nevada domestic corporation formed on June 6, 1999 with an address of 806 Buchanan, #109, Boulder City, Nevada. The President and Treasurer of Boulder Chiropractic Inc. is Dr. Tenney, and Dr. Tenney's

wife Dianna is the Secretary and a Director. Boulder Chiropractic Inc. is an active corporation as of the date of this First Amended Notice of Charges.

XII.

Some of the reviewed contracts contain references to an entity called "Boulder Wellness." In the course of the investigation, it was determined that "Boulder Wellness" is a fictitious business name for Boulder Chiropractic, Inc. registered with the Clark County Clerk's office On July 27, 2020.

XIII.

Every document set reviewed included a document entitled "BOULDER WELLNESS CONFIDENTIALITY AGREEMENT."

XIV.

In the earlier iterations of the contract documents, the "BOULDER WELLNESS CONFIDENTIALITY AGREEMENT" contains the following paragraphs, each of which were to be initialed by the patient:

I, <PATIENT NAME> UNDERSTAND THAT **I AM ENTERING INTO A RELATIONSHIP WITH BOULDER WELLNESS** AND DO HEREBY [sic] AGREE THAT ALL INFORMATION I RECEIVE BY BOULDER WELLNESS IS TO BE KEPT CONFIDENTIAL BETWEEN **DR. TAD TENNEY** AND HIS STAFF.

IN ADHERANCE WITH **THE HIPAA PRIVACY ACT**, ANY PART OF MY **PATIENT RECORDS** (i.e. **Health** or financial information) SHOULD NOT BE DISCUSSED WITH ANYONE OTHER THAN MYSELF AND/OR MY SPOUSE OR SIGNIFICANT OTHER, (if applicable) THAT HAS BEEN ACCEPTED ON THE WELLNESS PROGRAM. INITIALS: \_\_\_\_\_

I UNDERSTAND THAT **MY PROGRAM DETAILS ARE SPECIFIC TO MY PERSONAL NEEDS** AND THEREFORE SHOULD BE KEPT IN CONFIDENCE **AS PART OF THE HIPAA GUIDELINES**. INITIALS: \_\_\_\_\_

I UNDERSTAND THAT IN **HEALTHCARE** THERE ARE NO GUARANTEES AND ALL RESULTS ARE BASED ON MANY FACTORS. INITIALS: \_\_\_\_\_

I UNDERSTAND THAT **DR. TENNEY** AND HIS STAFF MAY NOT AND CANNOT GIVE ME ADVICE AS TO THE REDUCTION OR CHANGES TO MY MEDICATIONS. THIS IS TO BE A DECISION WITH **MY MEDICAL DOCTOR**. INITIALS: \_\_\_\_\_

(Emphasis supplied.)<sup>1</sup>

<sup>1</sup> Some later versions of the "BOULDER WELLNESS CONFIDENTIALITY AGREEMENT" omit the reference to HIPAA in the third paragraph above.

XV.

The "BOULDER WELLNESS CONFIDENTIALITY AGREEMENT" also contained the following language:

I UNDERSTAND THAT DR. TENNEY AND BOULDER WELLNESS DO NOT TREAT ANY CONDITION, WE SIMPLY OFFER NUTRITIONAL AND THERAPUDIC [sic] SUPPORT TO ENCHANCE [sic] THE BODY'S NATURAL ABILITY.

XVI.

There is no provision in NRS ch. 634, NAC ch. 634, or elsewhere in the Nevada Revised Statutes or Nevada Administrative Code that authorizes a chiropractic physician to demand of a patient a waiver of the physician-patient relationship or an acknowledgment that no such relationship was being formed where the chiropractic physician was, in fact, providing patient services within the scope of the chiropractic physician's license. Thus, the paragraph from the "BOULDER WELLNESS CONFIDENTIALITY AGREEMENT" quoted in averment XV above is void and of no legal effect.

XVII.

A review of the 20 randomly selected chiropractic medical files showed that Dr. Tenney obtained from the patients confidential medical information and histories provided by the patients on forms provided to them by Dr. Tenney, including identification therein of medical conditions for which the patients were being treated. Most of the 20 randomly selected chiropractic medical files contained lists or counts of prescription drugs, OTC products, and dietary supplements being taken by each patient. Several of the files also contained additional confidential medical records from other healthcare providers or medical testing laboratories.

XVIII.

The 183 reviewed contract files showed that the contract documents and chiropractic medical files contain repeated and consistent references to Dr. Tenney as a doctor, as "Dr. Tad Tenney," or with the designation "DC," meaning doctor of chiropractic.

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1 XIX.

2 The 183 reviewed contract files showed that the contract documents and chiropractic medical  
3 files contain repeated and consistent references to the contracted parties as patients or clients of Dr.  
4 Tenney and/or "Boulder Wellness," an entity that is not a healthcare provider.

5 XX.

6 The 183 reviewed contract files showed that all the contract documents and chiropractic medical  
7 files represent that the contracts included as a substantive element an ongoing relationship between Dr.  
8 Tenney, his staff, "Boulder Wellness," and the contracted patients. In fact, in every set of contract  
9 documents, Dr. Tenney stated that he intended to provide nutritive and therapeutic support to enhance a  
10 patient's health, adding in some contracts that in so doing he was providing options besides medication  
11 and surgery. In the contract documents and chiropractic medical records, the descriptions of the services  
12 to be provided contain consistent and repeated uses of one or more of the words "chiropractic,"  
13 "therapy," "therapies," "therapeutic," "medical," "medical nutrition," "health concerns," "clinic," "clinical  
14 nutrition," "pharmaceutical grade," "pharmaceutical supplies," "pharmacy," "HIPAA," "health records,"  
15 "health information," "healthcare," and "treatment." Additionally, in some of the reviewed documents,  
16 as part of the "Wellness Program," representations are made that the "infrared therapy device" being  
17 provided to the contracted patients by Dr. Tenney was for the treatment of the following medical  
18 conditions: "pain, arthritis, neuropathy, swelling, body fat reduction."

19 XXI.

20 NRS 634.013 defines "chiropractic" as follows: "Chiropractic' is defined to be the science, art  
21 and practice of palpating and adjusting the articulations of the human body by hand, the use of  
22 *physiotherapy*, hygienic, *nutritive*, and sanitary measures and all methods of diagnosis." (Emphasis  
23 supplied.).

24 XXII.

25 The providing of nutritive advice and recommendations and the providing of physiotherapeutic  
26 devices such as red light devices by a Nevada licensed chiropractic physician constitutes the practice of  
27 chiropractic per NRS 634.013.  
28



XXIII.

Based upon the facts set out above, Dr. Tenney established a chiropractic physician-patient relationship with each patient who contracted with him.

XXIV.

A review of the 20 randomly selected chiropractic medical files shows an evolution of the documentation over time. For example, the earliest of the files (Patient LL - 6/7/20) showed a two-phase "Health Program" that included:

Phase 1: (Today)

Assigned Personal Program Manager  
Program Details/Healthy Meal Plan  
Start the Medical Compound (6)  
Receive home therapy/instructions  
Schedule initial visit to the clinic  
Investment Options

Phase 2:

12-24 Months

4 Complimentary visits to the clinic  
Plytheshmography Cardio test  
Thermography scan  
Vibro acoustic Therapy  
Turbo Sonic Detox  
Muscular Rehab therapy

Later in Patient LL's chiropractic medical file, a document entitled "Boulder Wellness Program" put dollar amounts to each of the elements of the contract between Dr. Tenney and Patient LL:

➤ Initial Set up with Health Coach	(\$1,500)
➤ Proprietary Meal Plan	(\$250)
➤ Medical Grade Nutrition	(\$1,000)
➤ Initial Detox Therapy/Measuring	(\$1,990)
➤ Plytheshmography	(\$995)
➤ Adrenal Evaluation	(\$495)
➤ Thermography Scan	(\$1,570)
➤ Therapeutic Device	(\$2150)

Patient LL's chiropractic medical file also contained a "Stress/Arterial Health Test" dated July 6, 2020 (the day before she had contracted with Dr. Tenney) and two blood test reports ordered by a primary care physician dated June 13, 2020 (after she had contracted with Dr. Tenney) and October 11, 2019 (before she contracted with Dr. Tenney). Patient LL's chiropractic medical file also contained copies of prescription labels for seven prescription drugs prescribed for Patient LL by medical providers.

## XXV.

A review of the 183 reviewed contracts (which includes the 20 randomly selected chiropractic medical files) showed that from June 7, 2020 (Patient LL's file, which is the earliest files reviewed) through June 6, 2022, Dr. Tenney was treating his contracted patients without prescription drugs. While the elements of the contracts changed over time, several of the constants of Dr. Tenney's treatments for the contracted patients from June 7, 2020 through June 6, 2022 were a meal plan, nutrition (usually called "medical nutrition" and in the form of shakes), and a red light device (usually referred to as for "therapy").

## XXVI.

A review of the 183 reviewed contracts showed that starting some time in June 2022, Dr. Tenney abandoned the drugless treatments he had been providing to his contracted patients - including abandoning the red light device that had featured in all previous contracts - and began providing prescription medications as part of his contracts. The earliest of the contracts to show this transition was dated June 7, 2022 for a married couple (Patients CP and PP, and they shall be used as exemplars herein). In a document entitled "Wellness Program," Dr. Tenney contracted to provide Patients CP and PP the following:

What [sic] included in your program:

24/7 Access to our customer support team	\$1,000
Initial round of clinical nutrition (2 cannisters)	\$999
Healthy Eating Guide w/recipes	\$442
Access to website and training	\$2,000
Methylcobalamin (100 shots)	\$2,700
Vitamin Glutathione Patches (12)	\$2,800

The contract for Patients CP and PP (and similar contracts until the contracts changed as described in averment XXVII) promises without reservation to provide the methylcobalamin injectable products and glutathione patches as part of the "Wellness Program." In the contract for Patients CP and PP (and similar contracts until the contracts changed as described in averment XXVII), there is no healthcare provider mentioned other than "Boulder Wellness" - not a healthcare provider and a pseudonym for Dr. Tenney - who would be providing the methylcobalamin injectable products or the glutathione patches.

## XXVII.

Later contracts (the earliest of such in the reviewed contracts is for seven related patient with the last initial of B on July 8, 2022, and they shall be used as exemplars herein) contain a document entitled "Program Details" which states:

Below is a list of what is included in your program:

<u>Item:</u>	<u>Value:</u>
Access to customer service team	\$1,500
Access to proprietary website and training videos	\$1,500
Initial round of clinical nutrition (3 months)	\$971
Healthy recipe book	\$500
Pharmaceutical supplies	\$3,000
B12 vile [sic] and Glutathione liquid containers	\$2,500

Below the above list was a statement:

Please remember that all the above listed items are ***pre-purchased by Boulder Wellness*** for all their clients. Boulder Wellness can not return these items ***to the pharmacy*** at any point for a refund. ***They are medical grade.*** Therefore, the clients are bound to the same legal regulations. Upon purchase and receipt of all the above listed, there are no returns or refunds of any kind. Even if these items were not opened. Legally, we cannot pass them onto another person. Please acknowledge by signing below.

[Emphasis supplied.]

## XXVIII.

In the contracts for Family B (and similar contracts until the contracts changed as described in averment XXXI), a document entitled "Medical Wellness Program" contains, among other things, the following:

Consult with our Medical Advisor  
 Glutathione patches (one a week for 12 weeks)  
 Methylcobblamin shots (one a week for 12 months)

## XXIX.

In the contracts for Family B (and similar contracts until the contracts changed as described in averment XXXI), a document entitled "Boulder Wellness/Client Agreement" contains, among other things, the following:

The staff at ***Boulder Wellness (in conjunction with their medical advisor) must pre-purchase all the necessary supplies for each client from the compounding pharmacy.*** These are ***medical supplies which are pharmaceutical grade.*** This means that once they are purchased, there are no returns. So, the recipient of these supplies must agree that

once the items have been purchased and received – there are NO RETURNS or REFUNDS of any kind. There are no exceptions to this rule.

Initials: \_\_\_\_\_

[Emphasis supplied.]

XXX.

The contract documents for Family B (and similar until the contracts changed as described in averment XXXI) promise without reservation to provide the pharmaceutical supplies, the B12 vials, and the glutathione liquid as part of the “Wellness Program.” In the contract for Family B (and similar contracts until the contracts changed as described in averment XXVI), there is no healthcare provider mentioned by name (the purported “Medical Advisor” is unnamed) other than “Boulder Wellness” – not a healthcare provider and a pseudonym for Dr. Tenney – who would be providing the pharmaceutical supplies, the B12 vials, and the glutathione liquid.

XXXI.

Still later contracts (the earliest of such in the reviewed contracts is for a married couple Patients MM and LM on July 26, 2022, and they shall be used as exemplars herein) contain a document entitled “Boulder Wellness Program Details” which states:

Please initial in the spaces provided to indicate that you understand what is included in your program:

Access to Proprietary Website + Training Videos  
3 mo. Supply of Clinical Nutrition  
Sharps Container  
Smart Patches  
Syringes  
50 Dose Supply of B12 (Per NP Erika Kimble)  
12 Dose Supply of glutathione (Per NP Erika Kimble)

Also included is a copy of The Strangest Secret by Earl Nightingale, a healthy eating guide, and your very own shaker bottle!

Please remember that all of the above listed items are **pharmaceutical grade** and have been **pre-purchased by Boulder Wellness**. This means they cannot be returned **to the pharmacy** at any point, therefore there are no refunds accepted on behalf of our clients – *even if unopened*. [Emphasis in original.] Legally, we cannot give them to another client. Please acknowledge by signing below.

[Emphasis supplied.]

## XXXII.

The contracts for Patients MM and LM (and all similar contracts until the contracts changes as described in averment XXXIV) contain a documents entitled "Boulder Wellness Client Agreement" that states, in part:

**\* *Boulder Wellness***, in conjunction with the company's medical director, ***must pre-purchase all necessary supplies for each client from a compounding pharmacy.*** As these supplies are a ***pharmaceutical grade***, this means that once they are purchased there will be no refunds accepted.

## XXXIII.

The contract documents for Patients LM and MM (and similar contracts until the contracts changed as described in averment XXXIV) promise without reservation to provide the pharmaceutical supplies, the B12 vials, and the glutathione liquid as part of the "Wellness Program." In the contract for Patients LM and MM (and similar until the contracts changed as described in averment XXIX), there is another health care provider mentioned - "Per NP Erika Kimble" - but Nurse Kimble's role relating to the providing of the prescription drugs (50 dose supply of vitamin B12 and 10 dose supply of glutathione) is undefined in the contract documents other than the mention of her in the statement: "Per NP Erika Kimble." The "Boulder Wellness Client Agreement" and "Boulder Wellness Program Details" documents represent therein that Nurse Kimble did not possess or dispense the prescriptions drugs; instead, the prescription drugs were possessed and dispensed by "Boulder Wellness," which is not a health care provider and is a pseudonym for Dr. Tenney. Additionally, the "Boulder Wellness Client Agreement" and "Boulder Wellness Program Details" documents do not explain or represent to the contracting patients what relationship Nurse Kimble had with "Boulder Wellness" or Dr. Tenney or why she is even mentioned therein.

## XXXIV.

A final set of contracts (the earliest of such in the reviewed contracts is for a married couple Patients DK and GK on August 9, 2022, and they shall be used as exemplars herein) contain a document entitled "Boulder Wellness Program Derails" which states:

Please initial in the spaces provided to indicate that you understand what is included in your program:

Access to Proprietary Website + Training Videos  
 3 mo. Supply of Clinical Nutrition \*nonrefundable  
 Smart Patches (12) \*nonrefundable  
 50 mL Vial of Methylcobalamin/MIC \*nonrefundable  
 30 mL Vial of Cyanocobalamin \*nonrefundable  
 12 Dose Supply of Glutathione \*nonrefundable

Also included is a copy of The Strangest Secret by Earl Nightingale, a healthy eating guide, and your very own shaker bottle!

Please remember that all of the above listed items are *pharmaceutical grade* and have been *pre-purchased by Boulder Wellness*. This means they cannot be returned *to the pharmacy* at any point, therefore there are no refunds accepted on behalf of our clients – *even if unopened*. [Emphasis in original.] Legally, we cannot give them to another client. Please acknowledge by signing below.

[Emphasis supplied.]

#### XXXV.

The contracts for Patients DK and GK (and all similar contract thereafter) contain a documents entitled “Boulder Wellness Client Agreement” that states, in part:

*\* Boulder Wellness, in conjunction with the company’s medical director, must pre-purchase all necessary supplies for each client from a compounding pharmacy. As these supplies are a pharmaceutical grade, this means that once they are purchased there will be no refunds accepted.*

#### XXXVI.

The contract documents for Patients DK and GK (and similar such contracts) promise without reservation to provide the syringes and the vials of methylcobalamin, cyanocobalamin, and glutathione as part of the “Boulder Wellness Program Details.” In the contracts for Patients DK and GK (and similar such contracts), there is no healthcare provider mentioned by name (the purported “Medical Advisor” is unnamed) other than “Boulder Wellness” – not a healthcare provider and a pseudonym for Dr. Tenney – who would be providing the syringes and the vials of methylcobalamin, cyanocobalamin, and glutathione.

#### XXXVII.

Methylcobalamin injectable products, cyanocobalamin injectable products, and some glutathione liquid products are prescription drugs, regulated in Nevada as “Dangerous Drugs” under NRS ch. 454.

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XXXVIII.

NRS 634.220 provides:

**NRS 634.220 Chapter does not permit chiropractic physician to practice medicine, osteopathic medicine, dentistry, optometry or podiatry or administer or prescribe drugs except in certain circumstances.**

1. Nothing in this chapter shall be construed to permit a chiropractic physician to practice medicine, osteopathic medicine, dentistry, optometry or podiatry, or to administer or prescribe drugs except where authorized by subsection 2.

2. A chiropractic physician may recommend, dispense or administer any drug or device for which the prescription or order of a practitioner is not required by federal or state law.

3. As used in this section, "practitioner" has the meaning ascribed to it in NRS 639.0125.

XXXIX.

NRS 454.213 provides a list of people in Nevada who may possess and administer dangerous drugs (such as methylcobalamin injectable products, cyanocobalamin injectable products, and some glutathione liquid products). Per NRS 454.213(1)(n), a chiropractic physician may possess and administer a dangerous drug, "but only if the drug or medicine is a topical drug used for cooling and stretching external tissue during therapeutic treatments." Neither methylcobalamin injectable products, cyanocobalamin injectable products, nor glutathione liquid products are topical drugs intended for cooling and stretching, and, thus, cannot be possessed or administered by a chiropractic physician.

XL.

NRS 454.215 provides a list of people in Nevada who may dispense dangerous drugs (such as methylcobalamin injectable products, cyanocobalamin injectable products, and some glutathione liquid products). Chiropractic physicians are not on the list in NRS 454.215.

XLI.

NRS 454.221(1) makes it a category D felony for a person to furnish a dangerous drug except upon the prescription of a practitioner. None of the 183 reviewed files contained prescriptions for the dangerous drugs dispensed by Dr. Tenney to his contracted patients.

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1 FIRST CHARGE

2 XLII.

3 The texts of the four versions of the contracts from June 2020 to the latest dated of the reviewed  
4 contracts (8/9/22) promise that "Boulder Wellness" – an entity that is not a health care provider and  
5 appears to be a pseudonym for Dr. Tenney – possessed for the subsequent dispensing to contracted  
6 patients one or more dangerous drugs of B12 injectable products, metholcobalamin injectable products,  
7 cyclobalamin injectable products, and/or glutathione liquid.

8 XLIII.

9 As a chiropractic physician, Dr. Tenney is not authorized by NRS 634.220 or NRS 454.213 to  
10 possess the dangerous drugs B12 injectable products, metholcobalamin injectable products,  
11 cyclobalamin injectable products, and/or glutathione liquid. Thus, Dr. Tenney violated Nevada Revised  
12 Statutes (NRS) 634.140(1), NRS 634.018(11), NRS 634.220 and/or NRS 454.213(1)(n).

13 SECOND CHARGE

14 XLIV.

15 The texts of the four versions of the contracts from June 2020 to the latest dated of the reviewed  
16 contracts (8/9/22) promise that "Boulder Wellness" – an entity that is not a health care provider and  
17 appears to be a pseudonym for Dr. Tenney – will dispense to the contracting patients one or more  
18 dangerous drugs of B12 injectable products, metholcobalamin injectable products, cyclobalamin  
19 injectable products, and/or glutathione liquid possessed by Dr. Tenney as "Boulder Wellness."

20 XLV.

21 As a chiropractic physician, Dr. Tenney is not authorized by NRS 454.215 to dispense the  
22 dangerous drugs B12 injectable products, metholcobalamin injectable products, cyclobalamin injectable  
23 products, and/or glutathione liquid. Thus, Dr. Tenney violated NRS 634.140(1), 634.018(11), NRS  
24 634.220 and/or NRS 454.215.

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1 THIRD CHARGE

2 XLVI.

3 As the chiropractic physician for each of the contracted patients, Dr. Tenney was obliged to  
4 provide services within the standard of care for a reasonable chiropractic physician under the facts and  
5 circumstances unique to each patient. Even if Dr. Tenney were legally authorized to possess and dispense  
6 dangerous drugs (which he was not), Dr. Tenney's recommending, possessing, furnishing, and dispensing  
7 to contracted patients of B12 injectable products, methylcobalamin injectable products, cyclohalamin  
8 injectable products, and/or glutathione liquid products was below the standard of care for a chiropractic  
9 physician because there is no evidence that any of these dangerous drugs or medical products are effective  
10 for the purposes for which Dr. Tenney used them. Thus, Dr. Tenney violated NRS 634.140(1) and/or  
11 NRS 634.140(2) and/or NRS 634.018(18).

12 FOURTH CHARGE

13 XLVII.

14 If Dr. Tenney and/or "Boulder Wellness" did not possess or dispense the dangerous drugs B12  
15 injectable products, methylcobalamin injectable products, cyclobalamin injectable products, and/or  
16 glutathione liquid as was represented in the texts of the four versions of the contracts from June 2020 to  
17 the latest dated of the reviewed contracts (8/9/22), then Dr. Tenney made representations in the contract  
18 documents that would constitute fraud, misrepresentation, or deception related to the practice of  
19 chiropractic or would constitute a material misrepresentation of act or law. Thus, Dr. Tenney violated  
20 NRS 634.140(1), NRS 634.018(10) and Nevada Administrative Code (NAC) 634.430(1)(m) and NAC  
21 634.521(1) and/or NRS 638.018(11) and/or NAC 634.521(1).

22 FIFTH CHARGE

23 XLVIII.

24 In some of the reviewed contracts, the "infrared therapy device" being provided to the contracted  
25 patients by Dr. Tenney were for the treatment of the following: "pain, arthritis, neuropathy, swelling,  
26 body fat reduction."  
27  
28

## XLIX.

In the course of the investigation of the matter, Dr. Tenney informed the IBM that the infrared light device he sold to his contracted patients was provided by Bedrock Bioscience, which is the United States distributor for products made by Shenzhen Glorylite Technology Co., Ltd. which is a Chinese company. The device sold by Bedrock Bioscience uses 140 LED diodes on a pad and all the diodes are represented to emit light only at the wavelength of 635nm. A review of the website for Bedrock Bioscience showed that the device sold by Dr. Tenney to contracted patients was sold by the manufacturer for use in weight loss. Bedrock Bioscience also sold a product for neuropathy, but that does not appear to be the product sold by Dr. Tenney to his contracted patients. No medical literature could be located to indicate that the Bedrock Bioscience red light device was approved for or would be indicated for the treatment of pain, arthritis, or swelling as was represented by Dr. Tenney to his patients.

## L.

Dr. Tenney's sale of the Bedrock Bioscience red light device was below the standard of care for a chiropractic physician because there is no evidence that the Bedrock Bioscience red light device is effective for some of the purposes for which Dr. Tenney sold them, namely pain, arthritis, or swelling. Thus, Dr. Tenney violated NRS 634.140(1) and NRS 634.018(18) and/or NRS 634.140(2).

SIXTH CHARGE

## LI.

Throughout the reviewed contract documents, Dr. Tenney represented the light therapy he was providing as "infrared." Infrared light is light with a frequency between 700 and 1000 nm. The device sold by Dr. Tenney operated at a frequency of 635 nm, and, therefore, was not an "infrared" device.

## LII.

In representing and selling to his patients a device he represented to be "infrared" when, in fact, it was not, Dr. Tenney violated NRS 634.140(1), NRS 634.018(10) and NAC 634.430(1)(m) and NAC 634.521(1) and/or NRS 638.018(11) and/or NAC 634.521(1).

///

///

## SEVENTH CHARGE

### LIII.

A review of the 20 medical records found the following:

- (1) None of the files reviewed did Dr. Tenney record having performed a physical examination.
- (2) None of the files contained even rudimentary patient information such as height, weight, blood pressure, pulse, temperature, or respiration rate. (Emphasis)
- (3) None of the files indicated that Dr. Tenney had assessed the medical condition of the patient.
- (4) The only "medical" information was provided by the patients themselves in an intake form.  
The files bear no evidence that Dr. Tenney ever independently verified, or even attempted to verify, any of the patients' self-reported medical information.
- (5) None of the files indicated that Dr. Tenney made any "SOAP" (Subjective, Objective, Assessment, Plan) notes or anything akin to SOAP notes.
- (6) Though several of the files contain identification through self-reporting that the patients were under active treatment for serious disease states such as diabetes, neuropathy, or obesity – often containing identification of treating medical practitioners and prescription medication and non-prescription supplements – none of the files indicated that Dr. Tenney attempted to or did communicate with the various patients' treating medical practitioners despite that Dr. Tenney was purportedly treating the patients for the same conditions for which they were already being treated by other medical practitioners and despite that Dr. Tenney actively promoted that his treatments might lessen a contracted patient's symptoms and reliance upon prescription medications prescribed by those patients' prescribing practitioners.
- (7) None of the records contained any record of a patient's use of the provided infrared device, where and how it was applied, where and how it was to be applied, how often it was to be applied, or its efficacy or lack thereof as applied.
- (8) Some of the program documents included a "6-day Micro Derox Kit" represented to "Cleanse kidneys, liver and intestines." None of the records contained any record of a patient's use of the detox kit or its efficacy or lack thereof as used.

1 (9) Some of the program documents included "Clinical probiotic for body composition support"  
2 represented to "30 days to restore normal flora of the gut." None of the records contained  
3 any record of a patient's use of the probiotics or their efficacy or lack thereof as applied.  
4

5 LIV.

6 Nevada Administrative Code (NAC) 634.435(1)(e) provides detailed and mandatory elements for  
7 chiropractic medical records made by a Nevada chiropractic physician. None of Dr. Tenney's records  
8 made for his treatments provided to contracted patients contain the substantive elements required in  
9 NAC 634.435(1)(e). Thus, in providing treatments and making no records of the treatment that  
10 contained any of the substantive elements required of chiropractic medical records, Dr. Tenney violated  
11 NRS 634.140(1) and 634.018(11) and NAC 634.435(1)(e).

12 **EIGHTH CHARGE**

13 LV.

14 Dr. Tenney provided various treatments to his contracted patients, such as a red light device,  
15 clinical nutrition, detoxification kits, and clinical probiotics, but the chiropractic medical records made  
16 by Dr. Tenney do not record whether any of these treatments provided were used, and if so, whether they  
17 were effective for the purposes for which Dr. Tenney provided them. Thus, Dr. Tenney violated NRS  
18 634.140(1) and NRS 634.018(11) and NAC 634.435(1)(e)(VI).

19 **NINTH CHARGE**

20 LVI.

21 Dr. Tenney provided various treatments to his contracted patients for their self-reported medical  
22 conditions such as diabetes, neuropathy, pain, and obesity. In many of the reviewed files, including the  
23 chiropractic medical files, the contracted patients provided Dr. Tenney with medical and clinical  
24 information related to the patients' care by other medical providers who were treating the patients for  
25 these medical conditions. None of the reviewed chiropractic medical files indicated that Dr. Tenney  
26 coordinated the care he was providing with the other medical providers about whom Dr. Tenney knew  
27 and for conditions for which both were treating the same patients. Thus, Dr. Tenney violated NRS  
28 634.140(1) and/or NRS 634.140(2) and/or NRS 634.019(18).

1 TENTH CHARGE

2 LVII.

3 To the extent that Nurse Kimble provided services to some of Dr. Tenney's contracted patients,  
4 the contract documents or chiropractic medical records reviewed in the matter contain no indication that  
5 Dr. Tenney informed the contracted patients that Nurse Kimble was an independent contractor and not  
6 an employee of Dr. Tenney, Boulder Chiropractic, Inc., or "Boulder Wellness" or that her services would  
7 not be provided under the direct supervision or control of Dr. Tenney. Thus, Dr. Tenney violated NRS  
8 634.140(1) and NRS 634.018(11) and NAC 634.418(2).

9 ELEVENTH CHARGE

10 LVIII.

11 A consistent element of the contracts between Dr. Tenney and his contracted patients is that their  
12 ongoing care would be monitored and assisted by his employees, often designated in the contract  
13 documents as "health coaches." It appears that Dr. Tenney employed several chiropractors assistants  
14 (CA) who served as the "health coaches." As such, the CAs/"health coaches" were required to document  
15 their interactions with the contracted patients. None of the reviewed contract documents or the  
16 chiropractic medical files contain any notes related to the activities of the "health coaches." Thus, Dr.  
17 Tenney violated NRS 634.140(1) and 634.018(11) and NAC 634.410(1) and/or NAC 634.435(1)(e).

18 TWELFTH CHARGE

19 LIX.

20 NRS 634.018(4) prohibits a chiropractic physician from advertising in any manner that will tend  
21 to deceive or mislead the public. The advertisement of Dr. Tenney's services in the reviewed documents  
22 indicated that Dr. Tenney could and would provide B12 injectable products, methylcobalamin injectable  
23 products, cyanocobalamin injectable products, and/or glutathione liquid (potentially as injectable  
24 products) as well as syringes as part of the contracted services, but all of these products require a  
25 prescription and some the piercing of skin for use and, thus, are not within the scope of the practice of  
26 chiropractic as defined in NRS 634.013, NRS 634.220, and NRS 634.225. Therefore, in communicating  
27 services that Dr. Tenney could not lawfully provide, Dr. Tenney's communications misrepresented facts  
28

1 to his patients or omitted facts necessary to make a statement not misleading, thus violating NRS  
2 634.140(1) and NRS 634.018(1) and NAC 634.521(1).

3 THIRTEENTH CHARGE

4 LX.

5 Every set of contract documents contained language indicating that all of the money paid to Dr.  
6 Tenney would be non-refundable. Exemplar language include:

7 From "Total Value" Form Used in 2020

8 Unfortunately, in the past we have had a couple of people take advantage of us by joining  
9 the program, giving it a half-hearted effort – then opting out. It was a huge waste of our  
10 time and money and they ended up getting everything for free. So, we stopped offering  
11 refunds. We have helped 1,000's of people for over 15 years regain their health. We are  
12 excited to add you to that list! If you are at all concerned even in the slightest bit if this  
13 program is going to work for you, don't join it. We only have time and resources to work  
14 with people who are committed and understand it will take some time. By signing below,  
15 you are confirming that you understand this, and will not opt-out or ask for a refund at  
16 any point.

17 From "Health Program" For Used in 2020

18 I agree to be committed to my Health. I understand that Dr. Tenney and his staff will only  
19 accept patient's [sic] who are in it for the right reasons. Therefore to the fullest extent of  
20 the law, I, the undersigned patient, hereby waive any cancellation right, right of rescission,  
21 cooling-off-period [sic], and buyer's remorse period. I agree that all purchases are final  
22 and non-refundable.

23 From "Investment Options" Form Used in 2021

24 In the past, we have had people take advantage of us by joining the program, receiving  
25 all the products and information, then opting out and requesting a refund. They stole our  
26 time and money, and got everything for free. So we stopped offering refunds. If you are  
27 the least worried that this program can help you – don't join it. We have helped 1000s of  
28 people over the past 25 years regain their health and change their lives. We are excited  
to add you to that list! We strive for complete integrity and honesty. We expect the same  
from our patients. By signing below you agree that you are committed to your health and  
the program.

You also agree that no refunds are offered.

From "Client Agreement" Form Used in 2021

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, I THE UNDERSIGNED PATIENT  
HEREBY WAIVE ANY CANCELLATION RIGHT, RIGHT OF RECISSION, COOLING-OFF PERIOD,  
AND BUYER'S REMORSE PERIOD. I AGREE THAT ALL PURCHASES ARE FINAL AND NON-  
REFUNDABLE.

From "Total Value" Form Used in 2021

1 In the past we have had people take advantage of us by joining the program, giving it a  
2 half-hearted effort – then opting out. They wasted all our time and money and got  
3 everything for free. We have 1000's of happy patients. We are excited to add you to that  
4 list! If you are the least bit concerned that this will work for you – don't join it. We only  
5 have time and resources to work with people who are committed and understand it will  
6 take some time. By signing below, I agree that I am committed and no refunds are  
7 offered.

8 From "Total Value" Form Used in 2022

9 In the past, we have had some dishonest people join the program, receive all the products  
10 and information, then opt out and ask for a refund. They basically got everything for free.  
11 We have helped 1,000's of people over the past 25 years regain their health and change  
12 their lives. We are excited to add you to that list! If you are the least bit concerned this  
13 program will help you – don't join it. We strive to operate from a place of complete  
14 integrity. We expect our clients to do the same. By signing below, you agree that once  
15 you have received and purchased all items, there are no returns or refunds. Even if you  
16 have not opened the items. These are medical supplies that we must pre-purchased from  
17 the pharmacy. So they can not be returned. We only accept people who understand and  
18 agree to this.

19 From Another "Total Value" Form Used in 2022

20 In the past, we have had people take advantage of the program by signing up, receiving  
21 all the information, therapies and product – them opting out and asking for a refund.  
22 They stole all our time and money and got everything for free. We strive to come from a  
23 place of absolute integrity. We expect our clients to do the same. If you are the least bit  
24 worried that this program will work for you – don't join it. We have helped 1000's of  
25 people regain their health and change their lives. We are excited to add you to that list!  
26 By signing below, I am committing myself to my health and the program. I understand  
27 this will take time. I understand and agree that no refunds are offered. I will not opt-out  
28 or ask for a refund at any point.

From "Boulder Wellness Program" Details Form Uses in 2022

Please remember that all of the above listed items are pharmaceutical grade and have  
been pre-purchased by Boulder Wellness. This means they cannot be returned to the  
pharmacy at any point, therefore there are no refunds accepted on behalf of our clients  
– *even if unopened*. Legally, we cannot give them to another client. Please acknowledge  
by signing below. [Emphasis in original.]

From "Boulder Wellness Client Agreement" Form in Use in 2022

\*Boulder Wellness, in conjunction with the company's medical director, must pre-  
purchase all necessary supplies for each client from a compounding pharmacy. As these  
supplies are a pharmaceutical grade, this means that once they are purchased there will  
be no refunds accepted.

I, the recipient, understand that once these items have been purchased and received that  
there are **no returns or refunds** of any kind and that *there are no exceptions to this rule*.  
[Emphasis in original.]

1 Viewed generally, in all of the documents provided to and signed by each of his patients, Dr.  
2 Tenney promised to provide: (1) some immediate tangible products, such as a red light device,  
3 therapeutic supplements, nutrition powders for shakes, prescription drugs, a book with recipes; (2) some  
4 immediate professional services such as one-on-one consultation with each patient; and (3) some future  
5 professional services such as services provided by "health coaches," telephonic access to Dr. Tenney and  
6 his staff, internet access to Dr. Tenney and his staff, and attendance at future events that might be  
7 provided by Dr. Tenney.

8 LXII.

9 In the various written statements explaining his policy of no refunds, Dr. Tenney justified his  
10 refusal to refund patients any money with material misrepresentations of fact. For example, when he  
11 stated that he had thousands of satisfied patients over the preceding 25 years, that is factually impossible  
12 at the time the statements were made because Dr. Tenney had only been practicing chiropractic since  
13 1999. When Dr. Tenney explained that the unscrupulous patients he described in some of his  
14 statements had received "everything for free," that is factually incorrect since by the time the patients were  
15 requesting refunds, they had received the tangible products and, perhaps, the first professional services,  
16 for which these patients had paid thousands of dollars. When Dr. Tenney explained that the patients  
17 who opted to quit the program had wasted his and his staff's time, that is materially incorrect since those  
18 patients had, in fact, already paid Dr. Tenney in advance for every service they may have received, and  
19 being paid to provide contracted professional services cannot be represented to be a waste of Dr. Tenney's  
20 or his staff's time.

21 LXIII.

22 In his communications justifying his policy not to refund money to patients, Dr. Tenney's  
23 communications made material misrepresentations of facts and, thereby, he violated NRS 634.140(1) and  
24 NRS 634.018(1) and NAC 634.521(1).

25 ///

26 ///

27 ///



1 FOURTEENTH CHARGE

2 LXIV.

3 As discussed in Averment LXI, in every case, some of the tangible products and professional  
4 services were received immediately by patients, but in every case, Dr. Tenney promised future professional  
5 services. In every case, some portion of the total money paid by the patients included money for future  
6 professional services that were promised by and would be rendered by Dr. Tenney and his staff.

7 LXV.

8 In a case where a patient opted to discontinue Dr. Tenney's services, the patient would have  
9 received the reasonable value of the tangible products plus a reasonable value for the professional services  
10 rendered but would not have received some or all of the future professional services promised by Dr.  
11 Tenney. For such future professional services that were not rendered, Dr. Tenney's refusal to provide a  
12 refund for the value of those services was tantamount to billing the patients in advance for services he did  
13 not provide

14 LXVI.

15 In having a policy to not refund money that he had not yet earned through the providing of  
16 professional services, Dr. Tenney violated NRS 634.140(1) and NRS 634.018(10) and NAC  
17 634.430(1)(m).

18 FIFTEENTH CHARGE

19 LXVII.

20 To the extent that the contracts for services to his patients were intended to effectuate weight loss,  
21 the standard of care for chiropractic physicians is to document the patient's initial weight and other  
22 related vital statistics and to measure and record changes to the patient's weight over the time of the  
23 treatments rendered. None of the chiropractic medical records reviewed indicate either an initial weight  
24 being taken or a measuring and recording of weight over the course of treatment for any of the patients.  
25 Thus, Dr. Tenney violated NRS 634.140(1) and NRS 634.018(18) and/or NRS 634.140(2).

26 ///

27 ///

SIXTEENTH CHARGE

LXVIII.

The standard of care for a chiropractic physician at the initiation of a physician-patient relationship includes the taking and recording of a patient's vital signs (height, weight, blood pressure, pulse, heart rate), the gathering and recording of the patient's complaints, the examining and recording of the patient, the assessment and recording of the patient's information, the rendering and recording of a diagnosis of the patient's condition, and the providing, obtaining, and recording of informed consent from the patient for the course of treatment recommended.

LXIX.

The chiropractic medical records made by Dr. Tenney that were reviewed do not indicate that Dr. Tenney obtained any of the above information from any of the patients with which he contracted. Thus, Dr. Tenney violated NRS 634.140(1) and NRS 634.018(18) and/or NRS 634.140(2).

SEVENTEENTH CHARGE

LXX.

The standard of care for a chiropractic physician includes occasional assessment and reevaluation of a patient's condition over the course of the patient.

LXXI.

The chiropractic medical records made by Dr. Tenney that were reviewed do not indicate that Dr. Tenney assess or reevaluate the conditions of any of the patients with which he contracted over the times in which he treated them. Thus, Dr. Tenney violated NRS 634.140(1) and NRS 634.018(18) and/or NRS 634.140(2).

FACTS AND CHARGES RELATED TO COMPLAINTS FROM  
PATIENTS JE AND RK (Case Nos. 23-23S and 23-27S)

LXXII.

On November 7, 2023, the Board's office received a complaint from Patient JE (the patient's name cannot be disclosed for reasons of patient confidentiality) about his concerns related to the attendance at one of Dr. Tenney's seminars in Boulder City, Nevada on August 10, 2023. On November 14, 2023, the Board's office received a complaint from Patient RK (the patient's name cannot be

1 disclosed for reasons of patient confidentiality). Patient RK is Patient JE's wife, and she stated her  
2 concerns related to her attendance at the same seminar as her husband in Boulder City, Nevada on  
3 August 10, 2023.

4 LXXIII.

5 The Board opened an investigation based upon the complaints of Patient RK and Patient JE. The  
6 investigation of these two complaints was conducted by Investigating Board Member Dr. Benjamin Lurie.

7 LXXIV.

8 The investigation determined that Patients JE and RK had attended a seminar regarding  
9 neuropathy conducted by Dr. Tenney in Boulder City, Nevada on August 10, 2023 pursuant to an  
10 invitation that indicated that the seminar was being conducted by Boulder Wellness, 806 Buchanan Blvd.  
11 #109, Boulder City, Nevada 89005, which address is Dr. Tenney's practice address. The invitation also  
12 included a reference to "Dr. Tad Tenney DC, BS, AA offering Non Chiropractic Holistic Service."

13 LXXV.

14 After attending the seminar, Patients JE and RK executed a document by which they purchased a  
15 12 month plan for \$6,000. The document indicating the purchase price (the document contains no title)  
16 contained the following language just above the initials of the patients:

17 **REFUND POLICY**

18 Once we have made our purchase order to our distributor, we cannot return any  
19 product, and thus cannot accept refunds. All sales are final. Please consider your  
20 purchase responsibly.

21 *I agree to join the (Executive/12 Month/6 Month) program, agree to the cost of \$6,000  
and agree to the refund policy above.*

22 LXXVI.

23 One of the documents received by Patients JE and RK was entitled "Prime Complete Wellness  
24 Program" stated the following:

- 25 • Initial consultation with Program Director (Done Today)
- 26 • Your Plethysmography Arterial Testing (Done Today)
- 27 • Daily clinical Nutraceutical Shake

- Daily Cardiovascular Nutraceutical Supplement
- Daily Methylcobalamin Sublingual Lozenge
- Proprietary Healthy Recipes & Complete Program Guide
- Trained Support Staff Number: 702-293-0041
- Open Invite to future classes in your area

*I understand the above is everything that is included in my program and agree that any additional services or products will be purchased separately. I agree to this purchase and refund policy (an reverse side).*

[Signatures]

LXXVII.

Another document provided to Patients JE and RK was entitled "Client Agreement," and above the signature line, it provided:

By signing below, I understand that that in offering this service, that we can only work with dedicated people. Once the nutraceuticals are purchased, that we can not return them. So, I agree that I will not opt out or ask for a refund at any point, and if I do, I will simply be sent a copy of this agreement.

LXXVIII.

Another document provided to Patient JE and RK was entitled "Client Consultation Intake Form." Relating to Patient JE, the form indicated under "Goals" that his goals were: "↓weight ↓Prostate issues." Under "Plethysmography Score," the form showed a two (out of a possible seven) was circled. Relating to Patient RK, the form indicated under "Goals" that her goals were: "↓cholesterol, ↓Pain." Under "Plethysmography Score," the form showed a three (out of a possible seven) was circled. There was a second "Client Consultation Intake Form" for a third patient, namely Patient AK (who appears to be Patient RK's daughter). Relating to Patient AK, the second form indicated under "Goals" that her goals were: "↓weight, MTF, MTP, ATY." Relating to Patient AK, the second form showed under "Plethysmography Score" that a three (out of a possible seven) was circled. The second form also contained notations that the \$6,000 payment was for "all 3 on the program" and "5 vanilla, 5 chocolate, 5 mocha, 12 B12, 12 Cardio."

LXXIX.

Another document provided to Patients JE and RK was entitled, "Daily Checklist," and it included detailed instruction about how to "Take nutritional shake," "Take sublingual methylcobalamin," and "Take cardio/arterial cleanse." The document provided at the bottom: "If you experience detoxification too fast and have uncomfortable side effect, simply reduce daily recommendation until your body gets used to it... Call customer service at 702-293-0041 with any questions." [Emphasis in original.]

LXXX.

The investigation found that as part of the initial consultation between Patients JE and RK, Patient JE provided Dr. Tenney with chiropractic medical records from Patient JE's treating physicians regarding Patient JE's diagnosis of prostate cancer, among other things in the records.

LXXXI.

The investigation found that Patients JE and RK both followed Dr. Tenney's directions and that they both experienced hemorrhoidal bleeding thereafter, Patient JE for ten days and Patient RK for four days. Both consulted with their primary care physicians who informed both of them to cease using Dr. Tenney's products.

LXXXII.

The investigation found that Patients JE and RK attempted to contact Dr. Tenney via telephone and e-mail to schedule an appointment with him. Patients JE and RK believed that they could return their products based upon testimonials they had seen on Dr. Tenney's website and documents distributed at the seminar that indicated that other patients had no problems returning the products. In fact, Patients JE and RK did return to Dr. Tenney's office sixteen bottles of unused and unopened nutrition shakes powder, eleven containers of cardio health essentials, thirteen bottles of vitamin B12, and one program plan and healthy eating guide booklet. Dr. Tenney did not meet with or otherwise communicate with either Patient JE or Patient RK despite their attempts to schedule an appointment and to communicate with him. Despite requests therefore, Dr. Tenney has not returned to Patient JE the medical records provided to Dr. Tenney at the initial consultation. Dr. Tenney has not refunded or credited Patients JE and RK for the returned product.

LXXXIII.

The investigation found that Patients JE and RK considered Dr. Tenney to be their doctor. The documents provided to Patients JE and RK indicated that a physician-patient relationship had, in fact, been created. Patient JE provided Dr. Tenney with some of his medical records from other medical professionals as part of Dr. Tenney's initial consultation with Patient JE. The documents indicate that Dr. Tenney performed an initial consultation with Patients JE and RK and that he had performed a diagnostic procedure, namely "Plethysmography Arterial Testing" upon each patient. The documents further indicate that Dr. Tenney provided Patients JE and RK with "Daily Clinical Nutraceutical Shake," "Daily Cardiovascular Nutraceutical Supplement," and "Daily Methylcobalamin Sublingual Lozenge." The documents also show that Dr. Tenney intended his relationship with Patients JE and RK to be ongoing since the program they paid for was to ensure at least a 12 month relationship. In furtherance of this 12-month relationship, the documents promised "Trained Support Staff Number: 702-293-0041" and "Open Invite to future classes in your area." The documents also indicated that the purchases being made on August 11, 2023 were not the totality of such purchases and that, instead, as the 12-month period went on, that "any additional services or products will be purchased separately."

EIGHTEENTH CHARGE

LXXXIV.

As part of the investigation of this matter, the IBM sought from Dr. Tenney and received from Dr. Tenney all of the records Dr. Tenney had regarding his treatment of Patients JE and RK. A review of Dr. Tenney's records made and maintained regarding Patients JE and RK found the following:

- (1) Dr. Tenney had no record of having performed a physical examination.
- (2) Dr. Tenney's records did not contain even rudimentary patient information such as height, weight, blood pressure, pulse, temperature, or respiration rate.
- (3) Dr. Tenney's records contain no indication that Dr. Tenney had assessed the medical condition of the patient, even where Patient JE had provided medical records to Dr. Tenney as part of the initial consultation.

- (4) The only "medical" information was provided by the patients themselves in an intake form. Dr. Tenney's records bear no evidence that Dr. Tenney ever independently verified , or even attempted to verify, any of the patients' self-reported medical information.
- (5) Dr. Tenney's records contain no indication that Dr. Tenney made any "SOAP" (Subjective, Objective, Assessment, Plan) notes or anything akin to SOAP notes.
- (6) Though Patients JE and RK self-reported that each were under active treatment for serious disease states, including but not limited to Patient JE's prostate cancer and Patient RK's pain and high cholesterol, Dr. Tenney's files contain no indication that Dr. Tenney attempted to or did communicate with either patient's treating medical practitioners despite that Dr. Tenney was purportedly treating the patients for the same conditions for which they were already being treated by other medical practitioners and despite that Dr. Tenney actively promoted that his treatments might lessen a contracted patient's symptoms and reliance upon prescription medications prescribed by those patients' prescribing practitioners.
- (7) None of the records contained any record of either patient's use of the clinical nutraceutical shakes, cardiovascular nutraceutical supplements, or methylcobalamin sublingual lozenges or whether any of these products were efficacious as used.
- (8) The clinical results of the plethysmography arterial testing performed by Dr. Tenney were not recorded, and there is no indication in Dr. Tenney's records of whether he considered the diagnostic testing's results in the program he provided. Instead, the only indication in the records regarding the diagnostic testing's results are a non-clinical score from one to seven.

LXXXV.

NAC 634.435(1)(e) provides detailed and mandatory elements for chiropractic medical records made by a Nevada chiropractic physician. None of Dr. Tenney's records made for his treatments provided to Patients JE and RK contain the substantive elements required in NAC 634.435(1)(e). Thus, in providing treatments and making no records of the treatment that contained any of the substantive elements required of chiropractic medical records, Dr. Tenney violated NRS 634.140(1) and 634.018(11) and NAC 634.435(1)(e).

1 NINETEENTH CHARGE

2 LXXXVI.

3 The investigation indicates that while Dr. Tenney charged Patients JE and RK for the  
4 performance of diagnostic testing, namely plethysmography arterial testing, and he performed such  
5 diagnostic testing producing some form of result, Dr. Tenney's records contain no indication that he  
6 analyzed the results of the diagnostic testing he performed.

7 LXXXVII.

8 From Dr. Tenney's records, it appears that Dr. Tenney charged for and performed the diagnostic  
9 testing for no apparent reason since there is no analysis of the diagnostic testing results or whether they  
10 factored into the program that Dr. Tenney was going to sell Patients JE and RK.

11 LXXXVIII.

12 In charging Patients JE and RK for diagnostic testing that he did not subsequently utilize in their  
13 care, Dr. Tenney violated NRS 634.140(1) and NRS 634.018(10) and NAC 634.430(1)(m).

14 TWENTIETH CHARGE

15 LXXXIX.

16 In the "Client Agreement" form provided to Patients JE and RK by Dr. Tenney, the rationale for  
17 Dr. Tenney's policy of refusing to provide refunds is stated as: "Once the nutraceuticals are purchased,  
18 that we can not [sic] return them."

19 XC.

20 The investigation found that the company that sold the nutraceuticals to Dr. Tenney, Solutions4,  
21 which products were then resold to Patients JE and RK do, in fact, have a return policy for medical  
22 providers with accounts who order and sell their products to their patients.

23 XCI.

24 In his communications justifying his policy not to refund money to patients, Dr. Tenney's  
25 communications made material misrepresentations of facts and, thereby, he violated NRS 634.140(1) and  
26 NRS 634.018(11) and NAC 634.521(1).



TWENTY-FIRST CHARGE

XCII.

Despite requests to Dr. Tenney that he return Patient JE's medical records that he had provided to Dr. Tenney as part of the initial consultation with Dr. Tenney, Dr. Tenney has failed to provide and return to Patient JE his medical records. In failing to timely provide medical records upon the request of a patient, Dr. Tenney violated NRS 634.140(1) and NRS 634.018(10) and NAC 634.430(1)(i).

FACTS AND CHARGES RELATED TO COMPLAINTS FROM  
PATIENT PM (Case Nos. 24-10S)

XCIII.

On June 7, 2024, the Board's office received a complaint from Patient PM (the patient's name cannot be disclosed for reasons of patient confidentiality) about his concerns related to the attendance at one of Dr. Tenney's seminars.

XCIV.

The Board opened an investigation based upon the complaints of Patient PM. The investigation of this complaint was conducted by Investigating Board Member Dr. Benjamin Lurie.

XCV.

Upon receipt of Patient PM's complaint, the Board's office requested in writing all of the relevant records from Dr. Tenney and Boulder Chiropractic related to Patient PM. As of the date of this Second Amended Notice of Charges, Dr. Tenney has not provided any records related to Patient PM.

XCVI.

Because Patient PM did not have copies of the records provided to him by Dr. Tenney and Dr. Tenney did not provide copies of any records related to Patient PM, the facts of the matter needed to be determined based solely upon Patient PM's complaint and subsequent interview by Dr. Lurie. The facts that could be determined were that Patient PM attended a seminar conducted by Dr. Tenney on September 1, 2021 in Flagstaff, Arizona. In the invitation, Dr. Tenney identified himself as, "Dr. Tenney, DC BS AA," and on the next line, "Boulder Wellness." The invitation for the seminar included the following statements:

- Imagine having your doctor take you off your medications

- Top 3 reasons diabetics get worse with time
- A unique clinical approach that may help facilitate the lowering of A1C and blood sugar without the use of medications
- If you have been diagnosed with Type II Diabetes, you need to be at this seminar
- Dr. Tenney conducts a Free Diabetes Seminar on his unique clinical approach that may help facilitate the lowering of your A1C

#### XCVII.

Patient PM contracted with Dr. Tenney as a result of attending the seminar and paid Dr. Tenney \$9,941.00 in two separate transactions charged to Patient PM's credit card. The credit card receipts for the two transactions show that the transactions were charged to "Boulder Chiropractic, Inc., 806 Buchanan Blvd. 109, Boulder City, NV 89005."

#### XCVIII.

Because the Board was not provided with any records by Dr. Tenney or Patient PM, the summary of Patient PM's complaint provided by Patient PM regarding the substance of his treatment with and by Dr. Tenney must suffice, and it stated:

A couple years ago, I was approached or targeted by mail about going to a seminar regarding a treatment program or protocol that Tad Tenney had developed to eliminate my type II diabetes.. I was desperate for a cure. During his slick presentation, he offered to take me on as a client. He [sic] protocol was a powdered mix each morning. It was pure marketing at it's [sic] finest. The cost was \$10,000. It included consultation, follow-ups and a years [sic] worth of powdered shake mix. During the year of included services, I never saw Tenney again. Refills went through his staff. I had one consultation with what could best be described as a wellness coach. Other than the 10 minute call, there were no follow-ups. After a year of the shake meal replacement, no clinical difference was observed. My diabetes A1c, and daily glucose monitoring that I performed remained static. Tenney never called after a year to follow up. I called and left several messages, but I never had my calls returned. He has you sign a no refund letter, his get out of jail free card. IN my professional opinion, he targets people over 65, gives them hope, the [sic] takes his fee. His advertising promises wellness, but in fact delivers nothing but 12 containers of \$30 powdered drink mix, a body tape measure and a [sic] infrared LED belt. What's disturbing is he's still allowed to peddle his nonsense and steal from the elderly. No only should he be barred from this medical practice, but should be in prison for fraud. As such, I formally file a complaint against Tad Tenney.

#### IXC.

In addition to this statement, Patient PM provided to the IBM a photograph of one of the canisters of he was provided by Dr. Tenney. The label on the container provided:

Boulder Wellness  
 Boulder Wellness  
 Advance Nutrition  
 Support for the Nutritional Management of Sarcopenia  
 French Vanilla Flavor  
 With Other Natural Flavors  
 Medical Food  
 Net Wt. 1 lb 4.74 oz (20.74 oz) (588 g)

TWENTY-SECOND CHARGE

C.

Sarcopenia - referenced on the cannister label provided by Dr. Tenney to Patient PM - is a medical condition and diagnosis related to age-related or immobility muscle loss. Patient PM had not been diagnosed by any medical practitioner to have sarcopenia nor did Dr. Tenney diagnose Patient PM to have sarcopenia.

CI.

In failing to provide records requested by the IBM in the course of an investigation of Patient PM's complaint, Dr. Tenney violated NRS 634.140(1), NRS 634.017(11) and/or (17), and NAC 634.430(1)(h).

TWENTY-THIRD CHARGE

CII.

NAC 634.435(1)(e) provides detailed and mandatory elements for chiropractic medical records made by a Nevada chiropractic physician. Dr. Tenney did not make any medical records required in NAC 634.435(1)(e). Thus, in providing treatments and making no records of the treatment, Dr. Tenney violated NRS 634.140(1) and 634.018(11) and/or (17) and NAC 634.435(1)(e).

TWENTY-FOURTH CHARGE

CIII.

In providing to Patient PM a cannister of powder that represented that it was a nutritional supplement for sarcopenia where Patient PM had not been diagnosed as having sarcopenia either by Dr. Tenney or any preceding medical provider, Dr. Tenney was sold to Patient PM a product for a condition

Patient PM did not have, thus violating NRS 634.140(1), NRS 634.018(11) and/or (17) and NAC 634.430(1)(m).

### TWENTY-FIFTH CHARGE

CIV.

In making statements in the invitation sent to Patient PM upon which Patient PM acted by attending Dr. Tenney's seminar and by making representations at the seminar that Patient PM understood to mean that Dr. Tenney's treatments would eliminate Patient PM's Type II diabetes, Dr. Tenney violated NRS 634.140(1), NRS 634.018(3) or NRS 634.018(4).

WHEREFORE, the Board's Staff requests that the Board impose such discipline as it deems just, necessary, and appropriate in this matter.

Signed this 5<sup>th</sup> day of August, 2024.

  
LOUIS LING, Board Counsel

### STATEMENT OF RESPONDENT'S RIGHTS

As the Respondent in this action, you have the following rights:

1. A hearing regarding this matter will be held no sooner than 30 days from the date of this Notice of Charges. The time and date will be made by a separate Notice of Hearing once it has been set. The intent of the hearing of this matter is to determine whether the allegations made against you in the Notice of Charges have been proven by substantial evidence, and if so, what discipline is appropriate.
2. You may appear at the hearing of this matter. You may be represented by your counsel of choice. The hearing shall be conducted at an open and public meeting of the Board and shall be conducted in conformance with NRS chapter 233B and 634 and NAC chapter 634, including your right to present testimony and evidence in support of your case and your right to cross-examine witnesses presented by Board Staff.
3. The Board shall attempt to hold your hearing at the time set, but you should be aware that the Board retains the discretion to conduct its meeting as it deems best and your case may be heard later than the time set.
4. You may file an Answer to the Notice of Charges in this matter pursuant to NAC 634.650. To do so, you must file your Answer in writing with the Board's office within 15 days of your receipt of this Notice of Charges. Your failure to timely file an Answer to the Notice of Charges may be deemed by the Board to be an admission to the contents of the Notice of Charges.

- 1 5. You may request that the Board issue subpoenas to compel the attendance of witnesses or the  
2 production of evidence at the hearing of the matter pursuant to NRS 634.196 and NAC  
3 634.660.
- 4 6. Should you choose not to appear at the hearing of the matter, the Board may enter a default  
5 against you and still proceed with the hearing of the matter in your absence pursuant to NAC  
6 634.715.
- 7 7. You may seek to negotiate a settlement regarding this matter. If you desire to discuss a  
8 potential settlement of the matter, you may contact Louis Ling, Board Counsel, pursuant to  
9 the contact information contained on this Notice of Charges.  
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