

AUG 05 2024

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1 BEFORE THE CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

2

3 IN THE MATTER OF:) Case No. 21-31S, 23-23S, 23-27S, & 24-10S

4 TAD NATHAN TENNEY, D.C.)

5 License No. B00780,) SECOND AMENDED NOTICE OF CHARGES

6 Respondent.)

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

12 I.

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

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

17 II.

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

22 III.

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

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

11
12 V.
13

14 In the course of the investigation, the Board obtained information regarding the following such
15 seminars (some for neuropathy, some for diabetes):
16
17

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

1	06/13/2022	Phoenix, AZ	14
2	06/13/2022	Phoenix, AZ	10
3	06/15/2022	Phoenix, AZ	7
4	06/15/2022	Phoenix, AZ	6
5	06/20/2022	Mesa, AZ	15
6	06/20/2022	Mesa, AZ	11
7	06/22/2022	Boulder City, NV	6
8	06/22/2022	Boulder City, NV	5
9	07/05/2022	Las Vegas, NV	15
10	07/05/2022	Las Vegas, NV	5
11	07/07/2022	Cedar City, UT	16
12	07/07/2022	Cedar City, UT	18
13	07/11/2022	West Brigham City, UT	7
14	07/11/2022	West Brigham City, UT	21
15	07/14/2022	St. George, UT	10
16	07/14/2022	St. George, UT	5
17	07/18/2022	Prescott, AZ	17
18	07/18/2022	Prescott, AZ	25
19	07/20/2022	Prescott, AZ	23
20	07/20/2022	Prescott, AZ	20
21	07/25/2022	Laughlin, NV	21
22	07/25/2022	Laughlin, NV	29
23	07/27/2022	Havasu City, AZ	16
24	07/27/2022	Havasu City, AZ	20
25	08/01/2022	Mesa, AZ	15
26	08/01/2022	Mesa, AZ	8
27			
28			

1	08/03/2022	Yuma, AZ	24
2	08/03/2022	Yuma, AZ	21
3	08/08/2022	Toole, UT	13
4	08/08/2022	Toole, UT	13
5	08/10/2022	Lehi, UT	12
6	08/10/2022	Lehi, UT	24
7	08/15/2022	Prescott, AZ	31
8	08/17/2022	Kingman, AZ	27
9	08/17/2022	Kingman, AZ	39
10	08/22/2022	North Las Vegas, NV	31
11	08/22/2022	North Las Vegas, NV	19
12		TOTAL	895

14 VI.

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

21 VII.

22 In the course of the investigation of this matter, an investigator for the Advantage Group, the
23 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
25 recorded the audio of Dr. Tenney's presentation. The audio from the presentation recorded by the
26 investigator is substantively similar to the description of Dr. Tenney's seminars contained in averment V
27 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

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

3 XII.

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

7 XIII.

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

10 XIV.

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

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

17 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
18 THAN MYSELF AND/OR MY SPOUSE OR SIGNIFICANT OTHER, (if applicable) THAT HAS
BEEN ACCEPTED ON THE WELLNESS PROGRAM. INITIALS: _____

19 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: _____

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

21 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
22 DECISION WITH **MY MEDICAL DOCTOR.** INITIALS: _____

23 (Emphasis supplied.)¹

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28 ¹ 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 ENHANCE [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 hody by hand, the use of
22 *physiotherapy*, hygenic, *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.

XIII.

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
 - Plythesmography 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)
 - Plythesmography (\$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)
Methylcobalamin 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

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

2 Initials: _____

3 [Emphasis supplied.]

4 XXX.

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

12 XXXI.

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

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

18 Access to Proprietary Website + Training Videos

19 3 mo. Supply of Clinical Nutrition

20 Sharps Container

21 Smart Patches

22 Syringes

23 50 Dose Supply of B12 (Per NP Erika Kimble)

24 12 Dose Supply of glutathione (Per NP Erika Kimble)

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

27 Please remember that all of the above listed items are **pharmaceutical grade** and have
28 been **pre-purchased by Boulder Wellness**. This means they cannot be returned **to the**
29 **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.

26 [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 Details" which states:

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

1 Access to Proprietary Website + Training Videos
2 3 mo. Supply of Clinical Nutrition *nonrefundable
3 Smart Patches (12) *nonrefundable
4 50 mL Vial of Methylcobalamin/MIC *nonrefundable
5 30 mL Vial of Cyanocobalamin *nonrefundable
6 12 Dose Supply of Glutathione *nonrefundable

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

9 Please remember that all of the above listed items are **pharmaceutical grade** and have
10 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
11 – even if unopened. [Emphasis in original.] Legally, we cannot give them to another client.
12 Please acknowledge by signing below.

13 [Emphasis supplied.]

14 XXXV.

15 The contracts for Patients DK and GK (and all similar contract thereafter) contain a documents
16 entitled “Boulder Wellness Client Agreement” that states, in part:
17

18 * **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
19 supplies are a **pharmaceutical grade**, this means that once they are purchased there will
20 be no refunds accepted.

21 XXXVI.

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

28 XXXVII.

29 Methylcobalamin injectable products, cyanocobalamin injectable products, and some glutathione
30 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 methylcohalamin 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, cyclocobalamin 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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FIRST CHARGE

XLII.

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

XLIII.

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

SECOND CHARGE

XLI.

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

XLV.

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

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THIRD CHARGE

XLVI.

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

FOURTH CHARGE

XLVII.

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

FIFTH CHARGE

XLVIII.

In some of the reviewed contracts, the “infrared therapy device” being provided to the contracted patients by Dr. Tenney were for the treatment of the following: “pain, arthritis, neuropathy, swelling, body fat reduction.”

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).

11

111

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 Detox 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

13 **EIGHTH CHARGE**

14 LV.

15 Dr. Tenney provided various treatments to his contracted patients, such as a red light device,
16 clinical nutrition, detoxification kits, and clinical probiotics, but the chiropractic medical records made
17 by Dr. Tenney do not record whether any of these treatments provided were used, and if so, whether they
18 were effective for the purposes for which Dr. Tenney provided them. Thus, Dr. Tenney violated NRS
19 634.140(1) and NRS 634.018(11) and NAC 634.435(1)(e)(VI).
20

21 **NINTH CHARGE**

22 LVI.

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

TENTH CHARGE

LVII.

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

ELEVENTH CHARGE

LVIII.

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

TWELFTH CHARGE

LIX.

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

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(11) and NAC 634.521(1).

3 **THIRTEENTH CHARGE**
4

5 LX.
6

7 Every set of contract documents contained language indicating that all of the money paid to Dr.
8 Tenney would be non-refundable. Exemplar language include:
9

10 **From "Total Value" Form Used in 2020**
11

12 Unfortunately, in the past we have had a couple of people take advantage of us by joining
13 the program, giving it a half-hearted effort – then opting out. It was a huge waste of our
14 time and money and they ended up getting everything for free. So, we stopped offering
15 refunds. We have helped 1,000's of people for over 15 years regain their health. We are
16 excited to add you to that list! If you are at all concerned even in the slightest bit if this
17 program is going to work for you, don't join it. We only have time and resources to work
18 with people who are committed and understand it will take some time. By signing below,
19 you are confirming that you understand this, and will not opt-out or ask for a refund at
20 any point.
21

22 **From "Health Program" Form Used in 2020**
23

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

27 **From "Investment Options" Form Used in 2021**
28

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

37 You also agree that no refunds are offered.
38

39 **From "Client Agreement" Form Used in 2021**
40

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

45 **From "Total Value" Form Used in 2021**
46

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
have time and resources to work with people who are committed and understand it will
take some time. By signing below, I agree that I am committed and no refunds are
offered.

5 From "Total Value" Form Used in 2022

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

11 From Another "Total Value" Form Used in 2022

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

17 From "Boulder Wellness Program" Details Form Used in 2022

18 Please remember that all of the above listed items are pharmaceutical grade and have
19 been pre-purchased by Boulder Wellness. This means they cannot be returned to the
20 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
21 by signing below. [Emphasis in original.]

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

23 *Boulder Wellness, in conjunction with the company's medical director, must pre-
24 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.

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

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

LXII

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

LXIII

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

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FOURTEENTH CHARGE

LXIV.

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

LXV.

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

LXVI.

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

FIFTEENTH CHARGE

LXVII.

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

Thus, Dr. Tenney violated NRS 634.140(1) and NRS 634.018(18) and/or NRS 634.140(2).

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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 possihle 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."

LXXXIX.

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).

NINETEENTH CHARGE

LXXXVI.

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

LXXXVII.

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

LXXXVIII.

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

TWENTIETH CHARGE

LXXXIX.

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

XC.

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

XCI.

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

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

6 XCVII.

7 Patient PM contracted with Dr. Tenney as a result of attending the seminar and paid Dr. Tenney
8 \$9,941.00 in two separate transactions charged to Patient PM's credit card. The credit card receipts for
9 the two transactions show that the transactions were charged to "Boulder Chiropractic, Inc., 806
10 Buchanan Blvd. 109, Boulder City, NV 89005."

11 XCVIII.

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

15 A couple years ago, I was approached or targeted by mail about going to a seminar
16 regarding a treatment program or protocol that Tad Tenney had developed to
17 eliminate my type II diabetes.. I was desperate for a cure. During his slick presentation,
18 he offered to take me on as a client. He [sic] protocol was a powdered mix each
19 morning. It was pure marketing at it's [sic] finest. The cost was \$10,000. It included
20 consultation, follow-ups and a years [sic] worth of powdered shake mix. During the
21 year of included services, I never saw Tenney again. Refills went through his staff. I
22 had one consultation with what could best be described as a wellness coach. Other
23 than the 10 minute call, there were no follow-ups. After a year of the shake meal
24 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.

25 IX.C.

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

• 933 Gear Street • Reno, Nevada 89503 • T: (775) 233-9099 F: (775) 624-5086 E: louisling@me.com

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

6

Sacropenia – 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.

C.I.

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

1 Patient PM did not have, thus violating NRS 634.140(1), NRS 634.018(11) and/or (17) and NAC
2 634.430(1)(m).

3 **TWENTY-FIFTH CHARGE**

4 CIV.

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

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

11 Signed this 5th day of August, 2024.

12
13 
14 LOUIS LING, Board Counsel
15

16 **STATEMENT OF RESPONDENT'S RIGHTS**

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

- 18 1. A hearing regarding this matter will be held no sooner than 30 days from the date of this
19 Notice of Charges. The time and date will be made by a separate Notice of Hearing once it
20 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.
- 21 2. You may appear at the hearing of this matter. You may be represented by your counsel of
22 choice. The hearing shall be conducted at an open and public meeting of the Board and
23 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.
- 24 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.
- 25 4. You may file an Answer to the Notice of Charges in this matter pursuant to NAC 634.650.
26 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
27 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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