

BEFORE THE CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

IN THE MATTER OF:) Case No. 21-31S, 23-23S, 23-27S, & 24-10S
TAD NATHAN TENNEY, D.C.)
License No. B00780,)
Respondent.)
SETTLEMENT AGREEMENT AND ORDER

The Chiropractic Physicians' Board of Nevada (the Board), by and through its investigating board member Benjamin Lurie, D.C., hereby enters into this settlement agreement with Tad Nathan Tenney, D.C. (License No.B00780). Pursuant to chapter 233B and chapters 634 of the Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and agreed, by and between the parties in the above-entitled matter, that this matter shall be fully and finally settled and resolved upon terms and conditions set out herein.

BACKGROUND AND PROCEDURAL HISTORY

1. 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.

2. 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. The complaint was assigned to Margaret Colucci, D.C. to serve as the Investigating Board Member (IBM) on the matter. When Dr. Colucci ceased to serve on the Board, the matter was reassigned to Benjamin Lurie, D.C. to serve as the IBM.

3. Based upon the investigation conducted by the two IBMs, on May 17, 2023 the Board's counsel, Louis Ling of Ling Ltd., filed a Notice of Charges. The Notice of Charges was set for a hearing before the Board on September 21 and 22, 2023.

CHIROPRACTIC PHYSICIANS'
BOARD OF NEVADA

OCT 28 2024

RECEIVED
RENO, NEVADA 89502

1 4. On September 14, 2023, Mr. Ling filed a Notice of Dismissal Without Prejudice and Intent to
2 File New Notice of Charges. Thereafter, the hearing on September 21 and 22, 2023 was cancelled.
3

4 5. On November 7, 2023, the Board's office received a complaint from Patient JE (the patient's
5 name cannot be disclosed for reasons of patient confidentiality) about his concerns related to the
6 attendance at one of Dr. Tenney's seminars in Boulder City, Nevada on August 10, 2023. On
7 November 14, 2023, the Board's office received a complaint from Patient RK (the patient's name
8 cannot be disclosed for reasons of patient confidentiality). Patient RK is Patient JE's wife, and she
9 stated her concerns related to her attendance at the same seminar as her husband in Boulder City,
10 Nevada on August 10, 2023. Because the complaints from Patients JE and RK were related to the same
11 core of facts that had already been investigated and because an Amended Notice of Charges had not yet
12 been prepared, the IBM investigated the complaints from Patients JE and RK.
13

14 6. On May 13, 2024, Mr. Ling filed a First Amended Notice of Charges.
15

16 7. On June 7, 2024, the Board's office received a complaint from Patient PM (the patient's
17 name cannot be disclosed for reasons of patient confidentiality) about his concerns related to the
18 attendance at one of Dr. Tenney's seminars. Because the complaint from Patients PM related to the
19 same core of facts that had already been investigated and because a hearing on the First Amended
20 Notice of Charges had not yet been set or held, the IBM investigated the complaints from Patient PM.
21

22 8. On June 11, 2024, Dr. Tenney filed an Answer to Notice of Amended Charges by and
23 through Hal Reiser of Reiser Law Group.
24

25 9. On August 5, 2024, Mr. Ling filed a Second Amended Notice of Charges that incorporated
26 into the First Amended Notice of Charges additional charges related to the complaint from Patient PM.
27 The Second Amended Notice of Charges contains a total of twenty-five charges relating to Dr.
28 Tenney's providing of seminars at various times and places and contracting with various patients to
provide various services, treatments, nutritive supplementation, and, in some cases, prescription
medications and devices.

29 10. A hearing on the Second Amended Notice of Charges is scheduled for November 14, 15,
30 and 16, 2024.
31

ACKNOWLEDGMENTS AND APPLICABLE LAW

11. Dr. Tenney is aware of, understands, and has been advised of the effect of this Settlement Agreement, which he has carefully read and fully acknowledged. Dr. Tenney acknowledges that he reviewed this Settlement Agreement and that he reviewed with and was advised about this Settlement Agreement by Hal Reiser of Reiser Law Group.

12. Dr. Tenney admits to Charges 7, 8, 9, 13, 21, 22, 23 made in the Notice of Charges. Additionally, for the purposes of resolving this matter and for no other purposes, Dr. Tenney acknowledges that if this matter went to a full and fair hearing the IBM believes he has sufficient evidence to prove Charges 1-6, 10-12, 14-20, 24, and 25. The parties further acknowledge that Dr. Tenney denies violating Nevada law, and Dr. Tenney believes he has meritorious defenses he could and would present if this matter went to a full and fair hearing. Thus, for the purposes of resolving this matter and for no other purposes, Dr. Tenney does not contest Charges 1-6, 10-12, 14-20, 24, and 25. The parties agree that this Settlement Agreement and Order is intended to and does resolve all complaints and claims that were or could have been submitted to the Board by any patient, claimant, customer, or client of Dr. Tenney prior to the effective date of this Settlement Agreement and Order.

13. Dr. Tenney has freely and voluntarily entered into the Settlement Agreement, and he is aware of his rights to contest the charges pending against him. These rights include representation by an attorney at his own expense, the right to a public hearing on any charges or allegations formally filed, the right to confront and cross-examine witnesses called to testify against him, the right to present evidence on his own behalf, the right to testify on his own behalf, the right to obtain any other type of formal judicial review of this matter, and any other rights which may be accorded to him pursuant to the provisions of Chapters 233B, 622, 622A, and 634 of the NRS and the NAC. Dr. Tenney is voluntarily waiving all these rights in exchange for the Board's acceptance of this Settlement Agreement.

14. Should the Settlement Agreement be rejected by the Board, it is agreed that presentation to and consideration by the Board of such proposed Settlement Agreement or other documents or matters pertaining to the consideration of this Settlement Agreement shall not unfairly or illegally prejudice the

1 Board or any of its members from further participation, consideration, adjudication, or resolution of
2 these proceedings and that no Board member shall be disqualified or challenged for bias.

3 15. Dr. Tenney for himself, his executors, administrators, successors, and assigns hereby
4 releases and forever discharges and holds harmless Benjamin Lurie, D.C., Margaret Colucci, D.C., the
5 State of Nevada, the Chiropractic Physicians' Board of Nevada and each of their members, agents,
6 investigators and employees in their individual and representative capacities, and Louis Ling and Ling
7 Ltd. from any and all manner of actions, causes of action, suit, debts, judgments, executions, claims and
8 demands whatsoever, known and unknown, in law or equity, that Licensee ever had, now has, may
9 have or claim to have against any or all of the persons or entities named in this paragraph arising out of
10 or by reason of this investigation, this disciplinary action, this settlement agreement or its
11 administration.

12 16. In consideration for the execution of the settlement agreement, Dr. Tenney hereby releases
13 and forever discharges Benjamin Lurie, D.C., Margaret Colucci, D.C., the State of Nevada, the
14 Chiropractic Physicians' Board of Nevada, Ling Ltd. and Louis Ling, and the Nevada Attorney
15 General's Office (as counsel for the Board), and each of their representatives, investigators, and
16 employees, in their individual and representative capacity from any and all manner of actions, causes of
17 actions, suits, debts, judgments, executions, claims and demands whatsoever, known or unknown, in
18 law and in equity, that he may have had, now has, or claim to have against any and all of the persons
19 and entities named in this paragraph arising out of or by reason of the investigation of the allegations
20 raised herein and other matters relating thereto.

21 17. Dr. Tenney acknowledges that the Settlement Agreement shall only become effective after
22 both the Board and he have duly executed it.

23 18. Dr. Tenney enters into this settlement agreement voluntarily after being fully advised of his
24 rights and as to the consequences of this settlement agreement. This settlement agreement embodies
25 the entire agreement reached between the Board and Dr. Tenney. It may not be altered, amended, or
26 modified without the express consent of the parties.

19. Both parties acknowledge that the Board has jurisdiction to consider and ratify this settlement agreement and order because Dr. Tenney is a chiropractic physician licensed by the Board. Dr. Tenney expressly, knowingly, and intentionally waives the 21-day notice requirement contained in the Nevada Open Meeting Law and acknowledges that this settlement agreement and order may be presented to the Board for its consideration and potential ratification at the Board's meeting on October 10, 2024.

AGREED DISCIPLINARY ACTION

THE PARTIES DO HEREBY AGREE as a result of the admissions and acknowledgements contained in paragraphs 1 through 19 above that the following discipline is fair and appropriate and should be imposed by the Board by way of resolution of this matter:

1. Dr. Tenney shall voluntarily surrender his license (License No. B00780) effective on the effective date of this Settlement Agreement and Order. Dr. Tenney shall provide his wall certificate and renewal certificate(s) and card(s) with his signed copy of this Settlement Agreement and Order. Should the Board not approve this Settlement Agreement and Order, the Board's office will return the wall certificate and renewal certificate(s) and card(s) to Dr. Tenney.

2. Within 30 days of the effective date of this Settlement Agreement and Order, Dr. Tenney will pay the following amounts as refunds: (a) to Patients JF and KF the sum of \$5,300; (b) to Patients JE and RK the sum of \$6,000, and (c) to Patient PM the sum of \$9,941.00. Dr. Tenney shall pay said amounts to Board staff and Board staff will thereafter provide the refunds to the patients. Dr. Tenney is not to contact any of the patients himself or through any of his staff or employees.

3. Within 30 days of the effective date of this Settlement Agreement and Order, Dr. Tenney shall provide to the IBM a written statement that he will require of each person with whom he contracts in the future that would inform the person that:

(a) He is not licensed in Nevada as a chiropractic physician or in any other capacity;

(b) He does not and will not be providing any chiropractic treatments to the person for any health-related issue because he is not a licensed health care provider;

(c) He does not gather any health-related information such as height, weight, blood pressure, temperature, pulse, past or present medical history, or any records made by the person's preceding health care providers and will be keeping no medical records related to the person and, thus, that the records he does make and keep are not subject to the protection of HIPAA or NRS ch. 629;

(d) He does not perform any chiropractic or medical examinations and does not order or review any diagnostic tests;

(e) He does not co-manage or otherwise consult with any of the person's other health care providers and that he specifically directs that any health-related questions not be directed to him and must, instead, be directed to licensed health care providers;

(f) He has no malpractice or other liability insurance;

(g) He makes no guarantees, warranties, or representations that the services and goods he provides will have any particular effect or value to the person and that the person purchasing the services and goods is doing so at his or her own risk;

(h) He will provide within 15 business days of a request for a refund a refund in full of all amounts paid if the person is not satisfied with the services and goods provided by Dr. Tenney.

(i) He will not sell to the person any nutritive or physiotherapeutic product that requires a license in Nevada to obtain and will sell only readily available products that the person could obtain for themselves through other sellers or providers.

Upon receiving the statement, the IBM will review the statement and provide Dr. Tenney any comments, which comments Dr. Tenney will incorporate into his final statement. Once finalized, Dr. Tenney will provide the statement to each and every person with whom he will thereafter contract and will not take any money from any such person unless and until the person signs and acknowledges the statement.

4. Within five days of the effective date of this Settlement Agreement and Order, Dr. Tenney will remove from any and all public statements (flyers, advertisements, web pages, social media, etc.) any reference to or suggestion that he is licensed in Nevada as a chiropractic physician or in any other capacity.

1 5. Dr. Tenney shall pay the Board's fees and costs in the investigation and prosecution of this
2 matter totaling \$24,514.97, payable by cashier's or certified check or money order made payable to:
3 "Chiropractic Physicians' Board of Nevada."

4 6. Dr. Tenney shall pay a fine of \$20,000, payable by cashier's or certified check or money
5 order made payable to: "Chiropractic Physicians' Board of Nevada."

6 7. Dr. Tenney shall pay the total combined fees and costs and fine (totaling \$44,514.97) in
7 twelve equal payments of \$3,709.83. The first payment will be due and payable on and must be
8 received by the Board's office by November 1, 2024. Thereafter, the remaining payments shall be
9 received by the Board's office by the first day of each month.

10 8. Dr. Tenney may not apply to seek reinstatement of his license for at least five years after the
11 effective date of this Settlement Agreement and Order and only after satisfying all of the following
12 terms and conditions:

13 (a) Dr. Tenney is in full compliance with the other terms and conditions of this Settlement
14 Agreement and Order, including but not limited to, having paid all fines and fees and costs agreed to
15 herein;

16 (b) Dr. Tenney has taken and passed the Fraud, Unprofessional Conduct, and Professional
17 Standards assessments offered by EBAS available at ebas.org;

18 (c) Dr. Tenney has taken and passed the Board's jurisprudence examination;

19 (d) Dr. Tenney has taken and passed at least 72 hours of continuing education, of which at least
20 12 hours must have related to ethics and boundaries and medical recordkeeping.

21 After receipt of an application for reinstatement of his license, the IBM and Board staff will review the
22 application and all other available documentation to assure that Dr. Tenney has satisfied all the terms
23 and conditions in this paragraph, and, if so, Board staff will set an appearance before the Board at its
24 next available regular meeting at which the application for reinstatement will be considered. After Dr.
25 Tenney's appearance, and based upon Dr. Tenney's presentation and answers to the Board's questions,
26 the Board could, in its discretion, grant the application and impose such conditions, if any, at the time to
27

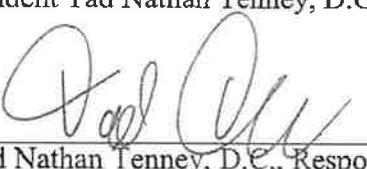
1 assure that the health, safety, and welfare of Nevada's patients would be served and protected by Dr.
2 Tenney's reinstatement.

3 9. Dr. Tenney shall meet with the Board or its representatives upon request and shall cooperate
4 with such representatives in their supervision, monitoring, investigation, or auditing to assure
5 compliance with the terms and conditions of this order. Dr. Tenney shall pay any and all reasonable
6 and necessary costs incurred by the Board resultant from this paragraph.

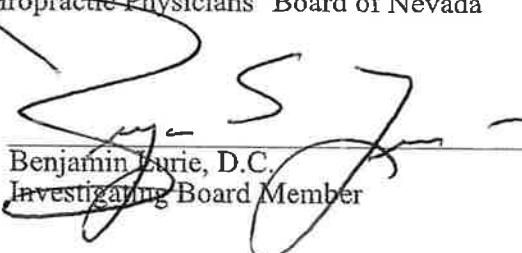
7 10. Dr. Tenney's failure to comply with any term or condition of this Settlement Agreement
8 will result Board staff changing the public information related to Dr. Tenney from "voluntary
9 surrender" to "revoked." Thereafter, Dr. Tenney's license will be treated as having been revoked, and
10 Dr. Tenney may not apply for reinstatement for at least ten years after the change of such status, and
11 any application for reinstatement thereafter will be subject to the terms and conditions contained in
12 paragraph #4 above and NRS 622A.410. If Board Staff or the State of Nevada is required to pursue
13 judicial action to effect such cessation of Dr. Tenney's non-compliance or collection of sums due
14 herein, it shall be entitled to recover its attorney's fees and costs incurred in pursuing such judicial
15 action.

16 Signed this 1st day of October, 2024.

17 Respondent Tad Nathan Tenney, D.C.

18 By 
19 Tad Nathan Tenney, D.C., Respondent

Chiropractic Physicians' Board of Nevada

20 By 
21 Benjamin Burie, D.C.
22 Investigating Board Member

ORDER

WHEREAS, on October 10th, 2024, the Chiropractic Physicians' Board of Nevada approved and adopted the terms and conditions set forth in the Agreed Settlement and Order with Tad Nathan Tenney, D.C. IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 17th day of October, 2024.

CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

Nicole Canada, D.C., President