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CHIROPRACTIC PHYSICIAN'S BOARD OF NEVADA

4600 Kietzke Lane, M-245 | Reno, Nevada 89502-5000
Phone: (775) 688-1921 | Fax: (775) 688-1920
Website: <http://chirobd.nv.gov> | Email: chirobd@chirobd.nv.gov

NOTICE OF MEETING

DATE: Friday, July 19, 2024 **TIME:** 12:00 p.m.

LOCATION: Zoom

Join Zoom Meeting

<https://us06web.zoom.us/j/81255444959?pwd=F93sNE3YaQhbJSWaz4VbWZfmePwAdA.1>

Meeting ID: 812 5544 4959

Passcode: 796293

One tap mobile

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- +1 301 715 8592 US (Washington DC)
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July 19, 2024

Meeting ID: 812 5544 4959

Passcode: 796293

Find your local number: <https://us06web.zoom.us/j/kdALdSviMZ>

NOTE: ALL AGENDA ITEMS ARE FOR DISCUSSION AND FOR POSSIBLE ACTION UNLESS OTHERWISE NOTED. AGENDA ITEMS MAY BE TAKEN OUT OF ORDER, COMBINED FOR CONSIDERATION BY THE BOARD, OR PULLED OR REMOVED FROM THE AGENDA AT ANY TIME.

AGENDA

Call to order - determine quorum present.

Pledge of Allegiance – Dr. Canada

Statement of Purpose – Dr. Jaeger

Agenda Item 1 Public Interest Comments - No action.

- A. Public Comment will be taken at the beginning and at the end of each Board meeting;
- B. Public Comment may also be taken at other such times as requested so long as the request that Public Comment be taken will not interrupt ongoing Board business;
- C. Depending on the number of individuals wishing to address the Board, a reasonable time limit may be set. The Board will not restrict comments based upon viewpoint;
- D. No action may be taken upon a matter raised during Public Comment until the matter itself has been specifically included on an agenda as an item upon which action may be taken.
- E. Prior to the commencement and conclusion of a contested case or a quasi-judicial proceeding that may affect the due process rights of an individual the Board may refuse to consider public comment as per NRS 233B.126.

Agenda Item 2 Approval of agenda – For possible action.

The Board reserves the right to address items in a different order or combine two or more items to accomplish business in the most efficient manner. An item may be removed from the agenda or discussion may be delayed relating to an item at any time.

Agenda Item 3 Discussion and potential action regarding the Settlement Agreement and Order in the Matter of Todd Wendell, DC – For possible action. (Note: The Board may go into closed session pursuant to NRS 241 to consider the character, alleged misconduct, or professional competence of Dr. Todd Wendell)

Agenda Item 4 Board Member Comments – No action.

Agenda Item 5 Public Interest Comments – No action.

July 19, 2024

In accordance with NRS 241.020 Public Comment will be taken prior to the adjournment of the meeting.

Agenda Item 6 Adjournment – For possible action.

This agenda posted July 15, 2024 at the Chiropractic Physicians' Board of Nevada, 4600 Kietzke Lane, Suite M245, Reno, Nevada 89502; State Library and Archives, 100 North Stewart St., Carson City, Nevada 89701; CPBN Website: <http://chirobd.nv.gov>; and Notice.nv.gov. A request for copies of an agenda and/or a supporting document or documents may be obtained from:

Julie Strandberg, Executive Director
Chiropractic Physicians' Board of Nevada
775-688-1921

by picking up the document(s), or by mailing a written request to:
Chiropractic Physicians' Board of Nevada
Attention: Julie Strandberg
4600 Kietzke Lane, Suite M245
Reno, Nevada 89502

by faxing a request to: Julie Strandberg at: Facsimile No.: 775-688-1920

or by e-mailing a request to Julie Strandberg at: chirobd@chirobd.nv.gov

CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

AGENDA ACTION SHEET

TITLE: **Agenda Item 1 Public Interest Comments – No action.**

- A. Public Comment will be taken at the beginning and at the end of each Board meeting;**
- B. Public Comment may also be taken at other such times as requested so long as the request that Public Comment be taken will not interrupt ongoing Board business;**
- C. Depending on the number of individuals wishing to address the Board, a reasonable time limit may be set. The Board will not restrict comments based upon viewpoint;**
- D. No action may be taken upon a matter raised during Public Comment until the matter itself has been specifically included on an agenda as an item upon which action may be taken.**
- E. Prior to the commencement and conclusion of a contested case or a quasi-judicial proceeding that may affect the due process rights of an individual the Board may refuse to consider public comment as per NRS 233B.126.**

RECOMMENDED MOTION: **Non-Action item.**

PRESENTED BY: **Nicole Canada, DC**

MEETING DATE: **July 19, 2024**

TIME REQUIRED: **3 minutes per person per topic**

BACKGROUND INFORMATION: **The public may speak to the Board about any topic not on the agenda but no action may be taken.**

ACTION: Approved Approved w/Modifications Denied Continued

CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

AGENDA ACTION SHEET

TITLE: **Agenda Item 2** Approval of Agenda – For possible action.

The Board reserves the right to address items in a different order or combine two or more items to accomplish business in the most efficient manner. An item may be removed from the agenda or discussion may be delayed relating to an item at any time.

RECOMMENDED MOTION: **No recommended motion.**

PRESENTED BY: **Nicole Canada, DC**

MEETING DATE: **July 19, 2024**

TIME REQUIRED: **2 minutes**

BACKGROUND INFORMATION: **Agenda items may be addressed out of order to accommodate those present.**

ACTION: _____ Approved _____ Approved w/Modifications _____ Denied _____ Continued

Agenda Item 2

CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

AGENDA ACTION SHEET

TITLE: Agenda Item 3 Discussion and potential action regarding the Settlement Agreement and Order in the Matter of Todd Wendell, DC – For possible action. (Note: The Board may go into closed session pursuant to NRS 241 to consider the character, alleged misconduct, or professional competence of Dr. Todd Wendell)

RECOMMENDED MOTION: Approve the Settlement Agreement & Order as drafted.

PREPARED BY: Xavier Martinez, DC/Louis Ling, Esq.

MEETING DATE: July 19, 2024

TIME REQUIRED: 15 minutes

BACKGROUND INFORMATION: A complaint was filed against Dr. Todd Wendell for allegedly practicing outside the scope of chiropractic. Please refer to the attached Settlement Agreement & Order.

ACTION: _____ Approved _____ Approved w/Modifications _____ Denied _____ Continued

JUL 05 2024

RECEIVED
RENO, NEVADA 89502

BEFORE THE CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p>	<p>IN THE MATTER OF:</p> <p>TODD STEVEN WENDELL, D.C.</p> <p>License No. B01082,</p> <p style="padding-left: 100px;">Respondent.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Case No. 22-21N & 22-23N</p> <p>SETTLEMENT AGREEMENT AND ORDER</p>
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The Chiropractic Physicians' Board of Nevada (the Board), by and through its investigating board member Xavier Martinez, D.C., hereby enters into this settlement agreement with Todd Steven Wendell, D.C. (License No. B01082). 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.

PERTINENT FACTS

1. On November 13, 2004, Dr. Wendell became licensed by the Board to practice as a chiropractic physician in Nevada (License No. B01082), and his license was and is active and good standing throughout all times pertinent to this matter. Dr. Wendell's present practice address of record with the Board is Ruby Mountain Chiropractic Center, 618 Idaho Street, Elko, Nevada 89801.

2. In December 2022, the Board's office received two complaints regarding Dr. Wendell, his chiropractic practice Ruby Mountain Chiropractic Center (hereinafter RMCC), and another business operating out of the same address called The Nectar IV Nutrition (hereinafter Nectar). The Board opened an investigation based upon the complaints. The investigation regarding Dr. Wendell was overseen by Investigating Board Member Dr. Xavier Martinez (hereinafter IBM).

3. The IBM conducted an extensive investigation. The investigation included an office visit by a private investigator retained by the Board; various interviews of the complainants, former employees, patients and Dr. Wendell; the obtaining and reviewing of patient and other records from both RMCC and Nectar; and the review of numerous legal documents provided by Dr. Wendell and RMCC. Dr.

1 Wendell at all times cooperated during the investigation and voluntarily provided all requested
2 information/documents requested by the investigator.

3 4. Dr. Wendell conducts a chiropractic practice at RMCC. Located in the same location as
4 RMCC is another business, Nectar. All times relevant to the instant matter, Dr. Wendell's wife Marin
5 owned and managed Ruby Medical LLC, the corporation that owned Nectar. Nectar is a provider of
6 intravenous nutritional services.

7 5. At all times relevant to the instant matter, Dr. Wendell routinely drew drops of blood from
8 patients of RMCC that he subjected to "dark field microscopy." The "dark field microscopy"
9 performed by Dr. Wendell for patients referred to Nectar always generated readings which were the
10 basis for referring the patients to Nectar for one of a variety of intravenous nutritional products offered
11 by Nectar. While Dr. Wendell drew the drops of blood as part of his chiropractic practice at RMCC,
12 the blood testing was not advertised on RMCC's website as a service provided by RMCC and, instead,
13 the blood testing was advertised on Nectar's website.

14 6. Because Nectar was owned and operated by a corporation owned and operated by Mrs.
15 Wendell, any profits and benefits from the operation of Nectar inured to the benefit of the marital
16 community of Dr. and Mrs. Wendell.

17 7. The legal structure and interrelationship between Dr. Wendell, Mrs. Wendell, RMCC, and
18 Nectar was all established with the advice and counsel of attorneys who had been specifically consulted
19 to assure the lawfulness of the operations of Dr. Wendell, Mrs. Wendell, RMCC, and Nectar.

20 8. Part of the IBM's investigation focused on allegations that Dr. Wendell had inserted
21 intravenous catheters himself for the purposes administering various Nectar intravenous products. The
22 investigation determined that Nectar employed registered nurses who were directed by a medical
23 director to insert the intravenous catheters and to thereafter start the infusion of various Nectar
24 products. Based upon his investigation, the IBM finds the allegations that Dr. Wendell occasionally
25 may have inserted intravenous catheters in patients and administered intravenous Nectar products may
26 have been credible. Throughout the investigation of this matter, Dr. Wendell has and continues to
27 maintain that he did not insert intravenous catheters in Nectar customers.
28

1 9. Part of the IBM's investigation involved reviewing medical and other records made and
2 maintained by Dr. Wendell at RMCC and by the employees of Nectar at Nectar. The records made and
3 maintained by Nectar contained in every patient a one-page notification, the gist of which is that a
4 chiropractic physician at RMCC (presumably Dr. Wendell since he was the only chiropractic physician
5 at RMCC) would draw blood for Nectar's diagnostic purposes. The records of the analysis of the blood
6 results was on Nectar letterhead. The records made and maintained by Dr. Wendell at RMCC do not
7 contain any entries relating to the blood draws and "dark field microscopy" or that they were performed
8 for chiropractic diagnostic purposes. Except for not containing any information or indication that blood
9 was drawn from patients, the chiropractic medical records made and maintained by Dr. Wendell at
10 RMCC were legally sufficient and included indications of the performance of other diagnostic testing
11 or services such as exposing radiographs.

12 10. After the investigation of this matter commenced, Dr. Wendell retained new counsel, and
13 his present counsel is John A. Hunt of Clark Hill. As a result of Mr. Hunt's representation of Dr.
14 Wendell and as a result of numerous conversations and communications between Mr. Hunt and the
15 Board's counsel, Louis Ling of Ling Ltd., Dr. Wendell has voluntarily made and has planned to make
16 substantial changes in the operations and interrelationships of RMCC and Nectar. For example, the
17 corporations that owns and operates Nectar that is owned by Mrs. Wendell is being dissolved and the
18 Nectar's ownership and operation is being transferred to a medical corporation owned by a medical
19 doctor. After the transfer, Dr. Wendell's relationship with Nectar will solely be a contractual
20 relationship to provide logistic and management services. Dr. Wendell has plans to divide the present
21 suite in which both RMCC and Nectar operate so that there are two separate suites from which the two
22 practices will act independently. Dr. Wendell will cease drawing drops of blood and subjecting them to
23 "dark field microscopy" for patients of either RMCC or Nectar. Dr. Wendell will remove all references
24 of his providing services for Nectar from Nectar's website and other advertising. Dr. Wendell has
25 created a disclosure and consent form for all patients of RMCC whom he refers to Nectar which will
26 disclose his managerial relationship with Nectar and that the patients could obtain similar services at
27 other facilities.

1 15. Should the Settlement Agreement be rejected by the Board, it is agreed that presentation to
2 and consideration by the Board of such proposed Settlement Agreement or other documents or matters
3 pertaining to the consideration of this Settlement Agreement shall not unfairly or illegally prejudice the
4 Board or any of its members from further participation, consideration, adjudication, or resolution of
5 these proceedings and that no Board member shall be disqualified or challenged for bias.

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

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

22 18. Dr. Wendell acknowledges that the Settlement Agreement shall only become effective after
23 both the Board and he have duly executed it.

24 19. Dr. Wendell enters into this settlement agreement voluntarily after being fully advised of
25 his rights and as to the consequences of this settlement agreement. This settlement agreement embodies
26 the entire agreement reached between the Board and Dr. Wendell. It may not be altered, amended, or
27 modified without the express consent of the parties.
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1 (c) As of the effective date of this Settlement Agreement and Order, though Dr. Wendell may
2 lawfully draw blood for diagnostic purposes, Dr. Wendell will cease drawing drops of blood and
3 subjecting them to "dark field microscopy."

4 (d) Within 30 days of the effective date of this Settlement Agreement and Order, Dr. Wendell
5 will remove all references of his providing services for Nectar (or its successor business by whatever
6 name) from Nectar's (or its successor business by whatever name) website and other advertising.

7 (e) As of the effective date of this Settlement Agreement and Order, Dr. Wendell will not refer
8 patients to Nectar (or its successor business by whatever name).

9 (f) Throughout the period of probation, the Board or its designee may visit, inspect, and review
10 the records of RMCC and Dr. Wendell to assure compliance with the terms and conditions of probation
11 and that Dr. Wendell is operating his chiropractic practice in conformance with all applicable Nevada
12 statutes and regulations related to the practice of chiropractic including, but not limited to, the making
13 and maintaining of chiropractic medical records.

14 (g) After at least one year has elapsed in the period of probation, if Dr. Wendell is in full
15 compliance with the terms of this Settlement Agreement and Order, he could petition the Board to
16 terminate the remainder of the period of probation. Upon receiving such a petition, the Board will put
17 Dr. Wendell's petition on the agenda for the next regular meeting of the Board, and Dr. Wendell will
18 appear before the Board. If the Board finds that Dr. Wendell is in compliance with the terms of the
19 Settlement Agreement and Order and that termination of the remainder of the probation is in the best
20 interests of the health, safety, and welfare of the patients that Dr. Wendell serves, the Board will
21 terminate the remainder of Dr. Wendell's probation.

22 2. Dr. Wendell shall pay the Board's fees and costs in the investigation and prosecution of this
23 matter totaling \$9,968.98, payable by cashier's or certified check or money order made payable to:
24 "Chiropractic Physicians' Board of Nevada." Payment shall be due within 90 days of the effective date
25 of this Settlement Agreement and Order, but if Dr. Wendell cannot make payment in full by that time,
26 he may make payment arrangements with and as are acceptable to the Board's Executive Director.
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3. Dr. Wendell shall pay a fine of \$5,000.00 in this matter, payable by cashier's or certified check or money order made payable to: "Chiropractic Physicians' Board of Nevada." Payment shall be due within 90 days of the effective date of this Settlement Agreement and Order, but if Dr. Wendell cannot make payment in full by that time, he may make payment arrangements with and as are acceptable to the Board's Executive Director.

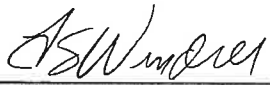
4. Dr. Wendell shall meet with the Board or its representatives upon request and shall cooperate with such representatives in their supervision, monitoring, investigation, or auditing to assure compliance with the terms and conditions of this order. Dr. Wendell shall pay any and all reasonable and necessary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

5. Dr. Wendell's failure to comply with any term or condition of this Settlement Agreement may result in any and all actions the Board deems necessary to attain Dr. Wendell's compliance or to get Dr. Wendell to cease whatever acts he may be doing that violates any term or condition of this Settlement agreement or to collect any sums ordered that remain unpaid. If Board Staff or the State of Nevada is required to pursue judicial action to effect such cessation or collections, it shall be entitled to recover its attorney's fees and costs incurred in pursuing such judicial action.

Signed this 2nd day of ~~May, 2024~~ July, 2024

Respondent Todd Wendell, D.C.

Chiropractic Physicians' Board of Nevada

By 
Todd Wendell, D.C., Respondent

By 
Xavier Martinez, D.C.
Investigating Board Member

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ORDER

WHEREAS, on _____, 2024, the Chiropractic Physicians' Board of Nevada approved and adopted the terms and conditions set forth in the Agreed Settlement and Order with Todd Wendell, D.C. IT IS SO ORDERED.

SIGNED AND EFFECTIVE this ____ day of _____, 2024.

CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

Nicole Canada, D.C.
President

CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

AGENDA ACTION SHEET

TITLE: **Agenda Item 4 Board Member Comments – For possible action**

RECOMMENDED MOTION: **Non-Action Item.**

PREPARED BY: **Nicole Canada, DC**

MEETING DATE: **July 19, 2024**

TIME REQUIRED: **5 minutes**

BACKGROUND INFORMATION: **Are there any Board members who would like to comment on Board business?**

ACTION: _____ Approved _____ Approved w/Modifications _____ Denied _____ Continued

Agenda Item 4

CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

AGENDA ACTION SHEET

TITLE: **Agenda Item 5 Public Interest Comments – No action**

This portion of the meeting is open to the public to speak on any topic and may be limited to 3 minutes

RECOMMENDED MOTION: **Non-Action item.**

PREPARED BY: **Nicole Canada, DC**

MEETING DATE: **July 19, 2024**

TIME REQUIRED: **3 minutes per person per topic**

BACKGROUND INFORMATION:

ACTION: Approved Approved w/Modifications Denied Continued

CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

AGENDA ACTION SHEET

TITLE: **Agenda Item 6** Adjournment – For possible action

RECOMMENDED MOTION: **Adjourn the meeting.**

PRESENTED BY: **Nicole Canada, DC**

MEETING DATE: **July 19, 2024**

TIME REQUIRED: **2 minutes**

BACKGROUND INFORMATION: **The meeting should be formally adjourned when all matters on the agenda have been addressed.**

ACTION: _____ Approved _____ Approved w/Modifications _____ Denied _____ Continued

Agenda Item 6