

1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**  
2 **OF THE STATE OF NEVADA**

3 \* \* \* \* \*

4 **In the Matter of Charges and Complaint**

**Case No. 20-4041-1**

5 **Against:**

**FILED**

6 **FRANK P. SILVER, M.D,**

**NOV - 6 2020**

7 **Respondent.**

**NEVADA STATE BOARD OF  
MEDICAL EXAMINERS**

By: 

8  
9 **COMPLAINT**

10 The Investigative Committee (IC)<sup>1</sup> of the Nevada State Board of Medical Examiners  
11 (Board), by and through Robert Kilroy, J.D., General Counsel and attorney for the IC, having a  
12 reasonable basis to believe that Frank P. Silver, M.D. (Respondent), violated the provisions of  
13 Nevada Revised Statutes (NRS) Chapter 630 and the Nevada Administrative Code (NAC)  
14 Chapter 630 (collectively Medical Practice Act), hereby issues its Complaint (Complaint), stating  
15 the IC's charges and allegations as follows:

16 **Respondent's Licensure Status**

17 1. Respondent is currently licensed in active status (License No. 2641), and has been  
18 licensed by the Board since August 8, 1972. Respondent is a medical doctor specializing in  
19 gynecology and infertility. At all times alleged herein, Respondent was licensed in an active  
20 status by the Board pursuant to the provisions of the Medical Practice Act.

21 **Statement of Nevada Law Applicable to "Medical Spas" and "Medical Doctors"**

22 **Delegating Practitioners, Medical Assistants, and the Unlicensed Practice of Medicine**

23 2. Pursuant to NRS 630.400(1)(d), it is unlawful for any person to practice medicine  
24 without being licensed by the Board under NRS Chapter 630, or by another medical professional  
25 licensing board pursuant to NRS Chapters 631 to 637, inclusive, 639, or 640.

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27  
28 <sup>1</sup> The Investigative Committee of the Nevada State Board of Medical Examiners, at the time this formal  
Complaint was authorized for filing, was composed of Board members Wayne Hardwick, M.D., Chairman, Mr. M.  
Neil Duxbury and Aury Nagy, M.D.

1           3. Pursuant to NRS 630.020, the “practice of medicine” means either (1) to diagnose,  
2 treat, correct, prevent or prescribe for any human disease, ailment, injury, infirmity, deformity or  
3 other condition, physical or mental, by any means or instrumentality, including, but not limited to,  
4 the performance of an autopsy, or (2) to apply principles or techniques of medical science in the  
5 diagnosis or the prevention of any such conditions, or (3) to perform any of the acts described in  
6 subsections (1) and (2) by using equipment that transfers information concerning the medical  
7 condition of the patient electronically, telephonically or by fiber optics, including, without  
8 limitation, through telehealth, from within or outside this State or the United States, or (4) to offer,  
9 undertake, attempt to do or hold oneself out as able to do any of the acts described in subsections  
10 (1) and (2).

11           4. Pursuant to NRS 630.305(1)(e), a Nevada physician or physician assistant  
12 (practitioner) may not aid, assist, employ or advise, directly or indirectly, any unlicensed person to  
13 engage in the practice of medicine contrary to the provisions of the Medical Practice Act, and  
14 doing so is grounds for initiating disciplinary action or denying licensure.

15           5. Pursuant to the Medical Practice Act, the only means by which a practitioner may  
16 lawfully aid, assist, employ or advise, directly or indirectly, an unlicensed person to engage in the  
17 practice of medicine is by delegating specific tasks to an adequately supervised and trained  
18 “medical assistant.” Pursuant to NRS 630.0129, a “medical assistant” means a person who (a)  
19 performs clinical tasks under the supervision of a physician or physician assistant; and (b) does  
20 not hold a license, certificate or registration issued by a professional licensing or regulatory board  
21 in this State to perform such clinical tasks; and the term does not include a person who performs  
22 only administrative, clerical, executive or other nonclinical tasks.

23           6. Pursuant to NRS 630.306(1)(r), a practitioner must supervise adequately a medical  
24 assistant, and failing to do so is grounds for initiating disciplinary action or denying licensure.

25           7. Pursuant to NAC 630.830, a delegating practitioner is professionally responsible  
26 for the safety and performance of each task which is delegated to a medical assistant. Pursuant to  
27 NAC 630.810(1), a delegating practitioner may not delegate tasks to a medical assistant unless: (a)  
28 the delegating practitioner knows that the medical assistant possesses the knowledge, skill and

1 training to perform the task safely and properly; (b) the medical assistant is not required to be  
2 certified or licensed to perform that task; (c) the medical assistant is employed by the delegating  
3 practitioner or the medical assistant and the delegating practitioner are employed by the same  
4 employer; and (d) the employer of the medical assistant has complied with the requirements of  
5 subsection 2 as they relate to the task.

6 8. Pursuant to NAC 630.820, a delegating practitioner may not supervise remotely a  
7 medical assistant, except in a specific case of emergency in a rural area.<sup>2</sup>

8 9. Except as otherwise provided in NAC 630.820, pursuant to NAC 630.810, if a  
9 medical assistant is delegated a task which involves an “invasive procedure,”<sup>3</sup> the delegating  
10 practitioner must be immediately available to exercise oversight in person while the medical  
11 assistant performs the task.

12 10. The term “medical director” is not recognized or defined under any Nevada law or  
13 regulation pertaining to the professional conduct and responsibility of licensed medical  
14 professionals, and no law authorizes so-called “medical directors” to violate or circumvent the  
15 aforementioned statutes and regulations of the Medical Practice Act.

16 11. Accordingly, pursuant to NRS 630.400(1)(d), NRS 630.305(1)(e), and  
17 NRS 630.0129, and NAC 630.800 to NAC 630.840:

18 a. If a practitioner, whether by serving as a so-called “medical director” or by  
19 some other relationship or circumstance, aids, assists, employs or advises, directly or  
20 indirectly, any unlicensed person to engage in the practice of medicine, then the practitioner  
21 may lawfully do so only by delegating tasks to an adequately supervised, competent and properly  
22 trained medical assistant.

23  
24 <sup>2</sup> Remote supervision of a medical assistant is prohibited unless: (a) the patient is located in a rural area; (b)  
25 the delegating practitioner is physically located a significant distance from the location where the task is to be  
26 performed; (c) the delegating practitioner determines that the exigent needs of the patient require immediate attention;  
27 (d) the patient and the delegating practitioner previously established a practitioner-patient relationship; and (e) the  
delegating practitioner is immediately available by telephone or other means of instant communication during the  
performance of the task by the medical assistant. As used in NAC 630.820, “rural area” means any area in this State  
other than Carson City or the City of Elko, Henderson, Reno, Sparks, Las Vegas or North Las Vegas.

28 <sup>3</sup> The Medical Practice Act does not define “invasive procedure,” however, NAC 449.9733, pertaining to  
Medical Facilities, defines “invasive procedure” as “a medical procedure involving entry into the human body by  
puncture or incision or by insertion of an instrument,”

1           b.     If a practitioner, whether by serving as a so-called “medical director” or by  
2 some other relationship or circumstance, aids, assists, employs or advises, directly or  
3 indirectly, any unlicensed person to engage in the practice of medicine, and if the practitioner  
4 has not done so by delegating specific tasks to an adequately supervised, competent and properly  
5 trained medical assistant, then: (1) that unlicensed person has violated NRS 630.400(1)(d), by  
6 practicing medicine without a license; and (2) that practitioner has violated NRS 630.305(1)(e),  
7 and is subject to discipline for aiding and assisting the unlicensed practice of medicine.

8           c.     If a practitioner delegates a medical task to a medical assistant, whether by  
9 serving as a so-called “medical director” or by some other relationship or circumstance, then  
10 the practitioner remains professionally responsible for the safety and performance of each task,  
11 and remains professionally responsible for ensuring that the proper employment relationships  
12 exist, that the medical assistant is properly knowledgeable, trained and skilled, that the medical  
13 assistant is adequately supervised, and that the practitioner is nearby to supervise the specific  
14 medical tasks delegated, and, if it is an invasive medical task, then he or she must be  
15 immediately available to exercise oversight in person while the medical assistant performs the  
16 task.

17           d.     If a practitioner delegates a medical task to a medical assistant, whether by  
18 serving as a so-called “medical director” or by some other relationship or circumstance, and if  
19 the practitioner fails to adequately supervise that medical assistant as required under the  
20 circumstances, then that physician or physician assistant has violated NRS 630.306(1)(r), and is  
21 subject to discipline for failing to adequately supervise a medical assistant.

22     **Cosmetologists, “Medical Spas”, “Medical Estheticians,” & Unlicensed Practice of Medicine**

23           12.     Pursuant to NRS 644A.030, a licensed “cosmetologist” is not authorized by such  
24 license to practice medicine in any way. Rather, a licensed cosmetologist is authorized to perform  
25 only non-medical, cosmetological services, such as cleansing, stimulating or massaging the scalp  
26 or cleansing or beautifying the hair by the use of cosmetic preparations, antiseptics, tonics, lotions  
27 or creams, cutting, trimming or shaping the hair, removing hair by the use of electrolysis,  
28 depilatories, waxing, or sugaring, except for the permanent removal of hair with needles,

1 manicuring nails, massaging the skin, giving facials, and other miscellaneous non-medical,  
2 cosmetological services. Likewise, pursuant to NRS 644A.065, a licensed “esthetician” is not  
3 authorized to practice medicine in any way. Instead, pursuant to NRS 644A.075, a licensed  
4 esthetician is licensed to engage in “[b]eautifying, massaging, cleansing or stimulating the skin of  
5 the human body by the use of cosmetic preparations, antiseptics, tonics, lotions or creams or any  
6 device, electrical or otherwise, for the care of the skin,” “[a]pplying cosmetics, eyelash extensions  
7 or eyelashes to any person, tinting eyelashes and eyebrows, eyelash perming and lightening hair  
8 on the body,” and “[r]emoving superfluous hair from the body of any person by the use of  
9 depilatories, waxing, tweezers or sugaring.”

10 13. Pursuant to NAC 644A.790 a cosmetologist and esthetician is further explicitly  
11 prohibited from performing “invasive procedures,” which is defined as “an act that affects the  
12 structure or function of the skin other than the uppermost layers of the skin,” and which for the  
13 sake of regulating the practice of cosmetologists and estheticians includes, without limitation, (a)  
14 the application of electricity for the sole purpose of contracting a muscle, (b) the application of a  
15 topical lotion, cream or other substance which affects anything other than the uppermost layers of  
16 the skin, (c) the penetration of the skin by needles, and (d) the abrasion of the skin below the  
17 uppermost layers of the skin.

18 14. There is no such license as “medical esthetician”<sup>4</sup> or “medical cosmetologist”  
19 authorized by any Nevada law or issued by any Nevada sanctioned professional licensing body.  
20 The term “medical esthetician” is not recognized or defined under any Nevada law or regulation  
21 pertaining to the professional conduct and responsibility of licensed medical professionals, and no  
22 law authorizes cosmetologists or estheticians to violate or circumvent the aforementioned statutes  
23 and regulations of the Nevada Medical Practice Act by referring to themselves as “medical  
24 estheticians” or “medical cosmetologists.”<sup>5</sup>

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27 <sup>4</sup> Esthetician is sometimes spelled “aesthetician.” Nevada law in NRS Chapter 644A refers to “esthetician,”  
and, accordingly, this spelling is used throughout this Complaint.

28 <sup>5</sup> In fact, use of the title “medical esthetician” or “medical cosmetologist” by individuals licensed by the  
Nevada State Board of Cosmetology (NSBC) is prohibited in Nevada. It is grounds for disciplinary action by the  
NSBC if a licensee uses the term “expert,” “advanced,” or “medical” in connection with the description of his or her  
practice. See NAC 644A.870(2).

1           15. Accordingly, a Nevada licensed cosmetologist or esthetician may not practice  
2 medicine in any way, or perform invasive medical procedures or medical services of any kind,  
3 except as a “medical assistant” to a Nevada licensed medical professional, i.e., either as the  
4 medical assistant of a Nevada licensed physician or physician assistant pursuant to  
5 NRS 630.0129, et. seq., and NAC 630.800 to NAC 630.830, as described above, or similarly as  
6 another type of professional “assistant,” “hygienist,” “technician,” or other such designation,  
7 who is delegated tasks by and under the direct supervision of another medical professional  
8 who is duly licensed pursuant to NRS Chapters 631 to 637, inclusive, 639, or 640.

9           16. If a cosmetologist or esthetician practices or purports to practice medicine in any  
10 way, unless he or she acts as a medical assistant and is delegated tasks and is properly  
11 supervised by a professional medical practitioner, then he or she is violating  
12 NRS 630.400(1)(d) by practicing medicine without a license.

13           **Nevada Pharmacy Laws Regarding Dangerous Drugs and Hypodermic Devices**

14           17. NRS 630.306(1)(b)(3) provides that engaging in conduct that violates a regulation  
15 adopted by the Nevada State Board of Pharmacy (Pharmacy Board) is grounds for initiating  
16 disciplinary action against a licensee.

17           18. Pursuant to NRS 454.201, a “dangerous drug” is “any drug, other than a controlled  
18 substance, unsafe for self-medication or unsupervised use, and includes, the following, (1) any  
19 drug which has been approved by the Food and Drug Administration for general distribution and  
20 bears the legend: ‘Rx Only’; (2) procaine hydrochloride with preservatives and stabilizers  
21 (Gerovital H3) in injectable doses and amygdalin (laetrile) which have been licensed by the State  
22 Board of Health for manufacture in this State but have not been approved as drugs by the Food  
23 and Drug Administration; or (3) any drug which, pursuant to the Board’s regulations, may be sold  
24 only by prescription because the Board has found those drugs to be dangerous to public health or  
25 safety.”

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1           19. Pursuant to NRS 454.316 and NRS 454.321, it is unlawful to possess, dispense or  
2 furnish a dangerous drug except when furnished to the person by a pharmacist pursuant to a legal  
3 prescription or by a practitioner.

4           20. Pursuant to NRS 454.009, a “hypodermic” device is “any syringe, needle,  
5 instrument, device or implement intended or capable of being adapted for the purpose of  
6 administering drugs by subcutaneous, intramuscular or intravenous injection.”

7           21. Pursuant to NRS 454.510, it is unlawful for any person to have in his or her  
8 possession or under his or her control any hypodermic device (that is restricted by federal law to  
9 sale by or on the order of a physician), unless the person has acquired possession of such device in  
10 accordance with the provisions of NRS 454.480 to NRS 454.530, inclusive, that is, by sale from a  
11 licensed pharmacist, on the prescription of a physician or other practitioner, which prescription is  
12 filled as required by NRS 639.236, and may be refilled as authorized by the prescriber.

13           22. Accordingly, pursuant to NRS 454.009, NRS 454.201, NRS 454.316, NRS 454.321  
14 and NRS 454.510, a Nevada licensed cosmetologist and/or aesthetician is not permitted by  
15 Nevada law to possess, control, access, prescribe, administer, and/or dispense dangerous drugs or  
16 hypodermic devices, except as a medical assistant under the direct supervision of a Nevada  
17 licensed physician, physician assistant, or other licensed medical professional, and then only if  
18 otherwise permitted and in compliance with laws of regulating pharmacies and pharmaceuticals.

19           23. NAC 639.742(1) provides that a practitioner who wishes to dispense controlled  
20 substances or dangerous drugs must apply to the Pharmacy Board for a certificate of registration  
21 to dispense controlled substances or dangerous drugs. A practitioner must submit a separate  
22 application for each site of practice, including, without limitation, telepharmacy, remote site or  
23 satellite consultation site, from which the practitioner wishes to dispense controlled substances or  
24 dangerous drugs.

25           24. NAC 639.742(2) provides that if a facility from which the practitioner intends to  
26 dispense dangerous drugs or controlled substances is not wholly owned and operated by the  
27 practitioner, the owner or owners of the facility must also submit an application to the Pharmacy  
28 Board for a license to do so.





1 (i) The certificate for each dispensing technician employed at the  
2 facility is displayed in the room or cabinet in which drugs are  
3 stored.

4 26. NAC 639.742(4)(a) to NAC 639.742(b) provides, in part, that with regard to the  
5 filling and dispensing of a prescription at a facility, only the dispensing practitioner or a  
6 dispensing technician may enter the room or cabinet in which drugs are stored, or remove drugs  
7 from stock.

8 27. NAC 639.945(1) provides, in pertinent part, that the following acts or practices by  
9 a holder of any license, certificate or registration issued by the Pharmacy Board or any employee  
10 of any business holding any such license, certificate or registration are declared to be, specifically  
11 but not by way of limitation, unprofessional conduct and conduct contrary to the public interest:

12 (a) Manufacturing, compounding, selling, dispensing or permitting  
13 to be manufactured, compounded, sold or dispensed substandard  
14 drugs or preparations.

15 (b) Except as otherwise provided in NRS 639.2583 to 639.2808,  
16 inclusive, for substitutions of generic drugs, dispensing or causing  
17 to be dispensed a different drug or brand of drug in place of the  
18 drug or brand of drug ordered or prescribed, unless the express  
19 permission of the orderer or prescriber is obtained and, in the case  
20 of a written prescription, unless the following information is  
21 recorded on the prescription by the person obtaining permission:

- 22 (1) The date on which the permission was granted;
- 23 (2) The name of the practitioner granting the  
24 permission;
- 25 (3) The name of the person obtaining the permission;
- 26 (4) The name of the drug dispensed; and
- 27 (5) The name of the manufacturer or distributor of the  
28 drug

(c) Using secret formulas.

(d) Except as otherwise provided by subsection 2 of  
NRS 639.2396, failing strictly to follow the instructions of the  
person writing, making or ordering a prescription or chart order as  
to its filling or refilling, the content of the label of the prescription  
or giving a copy of the prescription or chart order to any person  
except as permitted by law.

(e) Failing to confer with the person writing, making or ordering a  
prescription or chart order if there is an error or omission in it  
which should be questioned.

(f) Operating a pharmacy at a location other than the location at  
which the pharmacy is licensed to operate.

(g) Supplying or diverting drugs, biologicals, medicines,  
substances or devices which are legally sold in pharmacies or by  
wholesalers, so that unqualified persons can circumvent any law  
pertaining to the legal sale of such articles.

(h) Performing or in any way being a party to any fraudulent or  
deceitful practice or transaction.

(i) Performing any of his or her duties as the holder of a license,

1 certificate or registration issued by the Board, or as the owner of a  
2 business or an entity licensed by the Board, in an incompetent,  
unskillful or negligent manner.

3 (j) Aiding or abetting a person not licensed to practice pharmacy in  
4 the State of Nevada.

5 (k) Performing any act, task or operation for which licensure,  
6 certification or registration is required without the required license,  
7 certificate or registration.

8 (l) Violating any term or condition of a subpoena or order issued  
9 by the Board or the staff of the Board.

10 (m) Failing to provide any document, data or information that is  
11 required to be made and maintained pursuant to chapters 453, 454,  
12 585 and 639 of NRS and chapters 453, 454, 585 and 639 of NAC  
13 to a member of the Board or a member of the staff of the Board  
14 upon his or her request.

15 (n) Dispensing a drug as a dispensing practitioner of a patient with  
16 whom the dispensing practitioner does not have a bona fide  
17 therapeutic relationship.

18 (o) Prescribing a drug as a prescribing practitioner to a patient  
19 with whom the prescribing practitioner does not have a bona fide  
20 therapeutic relationship.

21 28. NAC 639.945(2) provides that the owner of any business or facility licensed,  
22 certified or registered by the Pharmacy Board is responsible for the acts of all personnel in his or  
23 her employ.

24 29. NAC 639.945(3) provides that, for purposes of applying Pharmacy Board  
25 regulations, a bona-fide therapeutic relationship between the patient and practitioner shall be  
26 deemed to exist if the patient was examined in person, electronically, telephonically or by fiber  
27 optics, by the practitioner within the 6 months immediately preceding the date the practitioner  
28 dispenses or prescribes a drug to the patient and, as a result of the examination, the practitioner  
diagnosed a condition for which a given drug therapy is prescribed.

30. Accordingly, any physician or physician assistant who—whether by serving as a  
so-called “medical director” of, or by furnishing dangerous drugs or hypodermic devices to, or by  
some other relationship or circumstance with any “medical spa” wherein dangerous drugs or  
hypodermic devices are possessed, controlled, accessed, prescribed, administered, and/or  
dispensed—engages in conduct that violates any regulation adopted by the Pharmacy Board,  
including but not limited to NAC 639.742(1)–(3), (4)(a)–(b), or 639.945(1)–(3), has violated  
the Nevada Medical Practice Act and is subject to discipline by the Board.

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**Respondent's Medical Directorship of Sandra Bledsoe**

1  
2 31. At all relevant times alleged herein, Respondent was an OB/GYN in Las Vegas,  
3 Nevada.

4 32. On or about July 15, 2015, Respondent entered into an agreement (Agreement)  
5 with an individual identified as Sandra Bledsoe (Bledsoe). This Agreement allowed Bledsoe to  
6 inject Botox, Juvaderm and B12 Vitamin Complex to cosmetic clients, and Respondent acted as  
7 supervising physician/Medical Director for VIP Faces, located at 1900 East Desert Inn Road, Las  
8 Vegas, Nevada 89169, which was located within the offices of the Desert Inn Women's Clinic.  
9 Desert Inn Medical Center owned and operated Desert Inn Women's Clinic at that time. This  
10 Agreement provided VIP Faces would pay Desert Inn Medical Center one thousand dollars  
11 (\$1,000.00) per month for utilization of two rooms for VIP Faces to perform cosmetic injections  
12 using Botox and Juvederm. Also, VIP Faces agreed to refer to Respondent weight loss patients if  
13 requested by the client. As Medical Director of VIP Faces, Respondent would examine some, but  
14 not all, of VIP Faces clients.

15 33. On February 24, 2016, the Board's investigators and investigators from the  
16 Pharmacy Board inspected VIP Faces located at 1900 E. Desert Inn Road, Las Vegas, NV.  
17 Bledsoe was not present during this inspection. However, Respondent was present and stated the  
18 following: that he was the supervising physician/Medical Director of VIP Faces, which was  
19 owned by Bledsoe, whom he had known for about a year. Unlike his other OB-GYN patients,  
20 Respondent did not have a physician-patient relationship with Bledsoe's VIP Faces cosmetic  
21 patients. Respondent also stated that he did not examine Bledsoe's cosmetic patients and saw  
22 them as they came out of VIP Faces rooms. Respondent did not establish a bona-fide medical  
23 relationship with Bledsoe's clients unless they requested other medical care, such as weight-loss  
24 or gynecology. If a client requested a weight-loss program, then Respondent would examine the  
25 patient and prescribe Phentermine as part of their weight loss program. Inspectors found in a  
26 refrigerator one used vial of Botox one hundred (100) units with approximately fifty (50) units  
27 remaining and two more unopened boxes of Botox units. Respondent admitted that he allowed  
28 Bledsoe to act like a medical assistant in ordering products from drug makers Allergan and

1 McKesson utilizing Respondent's DEA number, but did not know exactly how much Bledsoe was  
2 ordering for VIP Faces' use or her own personal use.

3 34. Bledsoe routinely injected clients with Botox, and Juvederm without Respondent's  
4 medical supervision, and without Respondent's medical orders or instructions. Bledsoe also  
5 injected B-12 vitamin for clients after approval by Respondent. VIP Faces held itself out to the  
6 public as a "medical spa" "specializing" in injectable cosmetic procedures and "medical" weight-  
7 loss.

8 35. Respondent was not a manager, agent, officer or employee of VIP Faces.

9 36. Respondent had no ownership or member interest in VIP Faces, but he had a  
10 contractual authority, pursuant to the aforementioned Agreement. Respondent had a statutory duty  
11 to manage the medical-related affairs of VIP Faces in compliance with the Medical Practice Act.

12 37. Neither Bledsoe nor other independent contractors of VIP Faces was employed by  
13 Respondent during the time Respondent served as Medical Director of VIP Faces.

14 38. At all times relevant to the facts alleged herein, neither Bledsoe, nor her  
15 independent contractors of VIP Faces was licensed by any Nevada professional licensing board  
16 pursuant to NRS chapters 630 to 637, inclusive, 639 or 640 or licensed to practice medicine in the  
17 State of Nevada.

18 39. Other than Respondent as Medical Director no person in any way affiliated with  
19 VIP Faces held a medical license issued by the Nevada Medical Board.

20 40. Bledsoe was neither a Nevada licensed cosmetologist nor a Nevada licensed  
21 esthetician.

22 41. During Respondent's supervision as Medical Director pursuant to the Agreement,  
23 VIP Faces' records failed to indicate that Respondent adequately supervised, contacted or  
24 consulted Bledsoe.

25 42. Respondent has been licensed in active status (License No. PD00433) by the  
26 Pharmacy Board since September 12, 2013, to dispense prescription drugs at the following  
27 location: 1900 E. Desert Inn Road, Suite B, Las Vegas, Nevada 89169.

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1           43.     Respondent prescribed prescription-strength Botox; the aforementioned drugs and  
2 hypodermic devices are available only by prescription, and are dangerous drugs as defined by  
3 NRS 454.201. However, Respondent failed to supervise the amounts ordered and received by VIP  
4 Faces, as Bledsoe solely controlled their possession.

5           44.     As a result, Respondent, negligently through his lack of supervision, provided the  
6 aforementioned dangerous drugs and hypodermic devices in the sole possession, custody and  
7 control to Bledsoe.

8           45.     During Respondent's agreement as Medical Director of VIP Faces, Bledsoe  
9 provided medical treatment, and/or prescriptions, and/or administered controlled and/or dangerous  
10 drugs and/or utilized hypodermic devices, to VIP Faces' patients.

11          46.     During Respondent's supervision pursuant to the Agreement, the conduct by  
12 Bledsoe constitutes the practice of medicine in Nevada.

13          47.     During Respondent's supervision pursuant to the Agreement on the date of  
14 inspection, VIP Faces' medical records contained no entries for patient history, notes, examination  
15 findings, procedures performed, or therapeutic procedures performed by Respondent, unless the  
16 patient was referred by VIP Faces for weight loss or other gynecological procedures.

17          48.     During Respondent's supervision pursuant to the Agreement, Bledsoe at her  
18 discretion, ordered Botox and Juvederm prescribed by Respondent for utilization at VIP Faces  
19 without adequate supervision by Respondent.

20          49.     Botox and Juvederm were stored in a secure, locked room or cabinet to which  
21 the Respondent and Bledsoe had access to. Respondent did not supervise Bledsoe's access to  
22 these dangerous drugs and/or hypodermic devices.

23          50.     Botox is introduced hypodermically, that is, subcutaneously.

24          51.     During Respondent's supervision as Medical Director pursuant to the Agreement,  
25 Bledsoe injected the aforementioned dangerous drugs and utilized hypodermic devices without a  
26 dispensing license as required by the Pharmacy Board.

27          52.     During Respondent's supervision as Medical Director pursuant to the Agreement,  
28 Respondent was not always present when Bledsoe injected the aforementioned dangerous drugs.



COUNT II

**NRS 630.306(1)(b)(3): Engaging in Conduct That Violated Pharmacy Board Regulations**

59. All of the allegations in the above paragraphs are hereby incorporated as if fully set forth herein.

60. NRS 630.306(1)(b)(3) provides that engaging in conduct that violates a regulation adopted by the Pharmacy Board is grounds for initiating disciplinary action against a licensee.

61. By the conduct described herein, Respondent engaged in conduct that violates regulations adopted by the Pharmacy Board, specifically including, but not limited to NAC 639.742(1)-(3), (4)(a)-(b), and NAC 639.945(1)-(3).

62. By reason of the foregoing, Respondent is subject to discipline by the Nevada State Board of Medical Examiners as provided in NRS 630.352.

**WHEREFORE**, the IC prays:

1. That the Nevada State Board of Medical Examiners give Respondent notice of the charges herein against him and give him notice that he may file an answer to the Complaint herein as set forth in NRS 630.339(2) within twenty (20) days of service of the Complaint;

2. That the Nevada State Board of Medical Examiners set a time and place for a formal hearing after holding an Early Case Conference pursuant to NRS 630.339(3);

3. That the Nevada State Board of Medical Examiners determine the sanctions it will impose if it finds Respondent violated the Medical Practice Act;

4. That the Nevada State Board of Medical Examiners make, issue and serve upon the Respondent, in writing, its findings of fact, conclusions of law and order, which shall include the sanctions imposed; and,

5. That the Nevada State Board of Medical Examiners take such other and further action as may be just and proper in these premises.

Dated this 6 day of NOV, 2020.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: TKR  
Robert Kilroy, Esq., J.D., General Counsel  
Attorney for the Investigative Committee

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VERIFICATION

STATE OF NEVADA        )  
                                  : ss.  
COUNTY OF WASHOE    )

Mr. M. Neil Duxbury, having been duly sworn, hereby deposes and states under penalty of perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the Complaint against the Respondent herein; that he has read the foregoing Complaint; and that based upon information discovered in the course of the investigation into a complaint against Respondent, he believes that the allegations and charges in the foregoing Complaint against Respondent are true, accurate and correct.

DATED this 6th day of November, 2020.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

*M. Neil Duxbury*

\_\_\_\_\_  
M. Neil Duxbury, Chairman



CERTIFICATE OF SERVICE

I hereby certify that I am employed by the Nevada State Board of Medical Examiners and that on the 6th day of November, 2020, I served a file-stamped copy of the foregoing COMPLAINT, via U.S. Certified Mail to the following parties:

Valerie I. Fujii, Esq.  
c/o Frank P. Silver, M.D.  
Law Offices of Valerie I. Fujii & Associates  
704 S. 6th Street  
Las Vegas, NV 89101  
Certified Mail Receipt No.: 9171 9690 0935 0241 618184

DATED this 6th day of November, 2020.

  
Mercedes Fuentes, Legal Assistant  
Nevada State Board of Medical Examiners

OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2559

1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**  
2 **OF THE STATE OF NEVADA**

3 \* \* \* \* \*

4  
5 **In the Matter of Charges and Complaint**  
6 **Against**  
7 **FRANK P. SILVER, M.D.,**  
8 **Respondent.**

Case No. 20-4041-1

**FILED**  
DEC - 4 2020  
NEVADA STATE BOARD OF  
MEDICAL EXAMINERS  
By: 

9  
10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners  
12 (Board), by and through Robert G. Kilroy, Esq., General Counsel for the Board and attorney for  
13 the IC, and Frank P. Silver, M.D. (Respondent), a licensed physician in Nevada, assisted by his  
14 attorney, Valarie I. Fujii, Esq., of the Law Offices of Valarie I. Fujii & Associates, hereby enter  
15 into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

16 **A. BACKGROUND**

17 1. Respondent is a medical doctor currently licensed in active status by the Board  
18 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada  
19 Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in Nevada.  
20 His license was originally issued on August 8, 1972 (License No. 2641).

21 2. On November 17, 2020, in Case No. 20-8462-1, the IC filed a formal First Amended  
22 Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically,  
23 the Complaint alleges one (1) violation of NRS 630.306(1)(r), Failure to Adequately Supervise  
24 Medical Assistant Medical Assistant (Count I), and one (1) violation of NRS 630.306(1)(b)(3),  
25 Engaging in Conduct That Violated Pharmacy Board Regulations (Count II).

26  
27 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter and any  
28 subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore,  
Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another  
state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or  
federal court proceeding, or any credentialing or privileges matter.

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1           3.       By reason of the foregoing, Respondent is subject to discipline by the Board as  
2 provided in NRS 630.352.

3           4.       Respondent was properly served with a copy of this Complaint, has reviewed and  
4 understands this Complaint, and has had the opportunity to consult with competent counsel  
5 concerning the nature and significance of this Complaint.

6           5.       Respondent is hereby advised of his rights regarding this administrative matter, and of  
7 his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has  
8 certain rights in this administrative matter as set out by the United States Constitution, the Nevada  
9 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in  
10 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in  
11 NRS Chapter 233B. These rights include the right to a formal hearing on the allegations in the  
12 Complaint, the right to representation by counsel, at his own expense, in the preparation and  
13 presentation of his defense, the right to confront and cross-examine the witnesses and evidence against  
14 him, the right to written findings of fact, conclusions of law and order reflecting the final decision of  
15 the Board, and the right to judicial review of the Board's order, if the decision is adverse to him.

16           6.       Respondent understands that, under the Board's charge to protect the public by  
17 regulating the practice of medicine, the Board may take disciplinary action against Respondent's  
18 license, including license probation, license suspension, license revocation and imposition of  
19 administrative fines, as well as any other reasonable requirement or limitation, if the Board  
20 concludes that Respondent violated one or more provisions of the Medical Practice Act.

21           7.       Respondent understands and agrees that this Agreement, by and between  
22 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the  
23 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent  
24 understands that the IC shall advocate for the Board's approval of this Agreement, but that the  
25 Board has the right to decide in its own discretion whether or not to approve this Agreement. If  
26 the Board does not agree and approve this Agreement, then Respondent may rescind this  
27 Agreement in its entirety. Respondent understands and agrees that if the Board approves this  
28 Agreement, then the terms and conditions enumerated below shall be binding and enforceable

1 upon him and the Board.

2 **B. TERMS & CONDITIONS**

3 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters  
4 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and  
5 conditions:

6 1. **Jurisdiction**. Respondent is, and at all times relevant to the Complaint has been, a  
7 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set  
8 forth in the Medical Practice Act.

9 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement**.  
10 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters  
11 addressed herein with said counsel. Respondent agrees that if representation by counsel in this  
12 matter materially changes prior to entering into this Agreement and for the duration of this  
13 Agreement, that counsel for the IC will be timely notified of the material change. Respondent  
14 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to  
15 have a full consultation with and upon the advice of legal counsel.

16 3. **Waiver of Rights**. In connection with this Agreement, and the associated terms  
17 and conditions, if the Board approves this Agreement, and all conditions, then Respondent  
18 knowingly, willingly and intelligently waives all rights in connection with this administrative  
19 matter. Respondent hereby knowingly, willingly and intelligently waives all rights arising under  
20 the United States Constitution, the Nevada Constitution, the Medical Practice Act, the OML, the  
21 APA, and any other legal rights that may be available to him or that may apply to him in  
22 connection with the administrative proceedings resulting from the Complaint filed in this matter,  
23 including defense of the Complaint, adjudication of the allegations set forth in the Complaint, and  
24 imposition of any disciplinary actions or sanctions ordered by the Board. Respondent agrees to  
25 settle and resolve the allegations of the Complaint as set out by this Agreement, without a hearing  
26 or any further proceedings and without the right to judicial review.

27 ///

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1           **4.     Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering  
2 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent  
3 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in  
4 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges  
5 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit  
6 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential  
7 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has  
8 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the  
9 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent  
10 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to  
11 effectuate this Agreement.

12           **5.     Consent to Entry of Order.** In order to resolve this Complaint pending against  
13 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent  
14 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,  
15 the following terms and conditions are hereby agreed upon:

16           a.     Respondent admits to Count I (NRS 630.306(1)(r), Failure to Adequately  
17 Supervise Medical Assistant Medical Assistant), and Count II (NRS 630.306(1)(b)(3), Engaging in  
18 Conduct That Violated Pharmacy Board Regulations).

19           b.     Respondent will pay the costs and expenses incurred in the investigation  
20 and prosecution of the above-referenced matter within six (6) months of the Board's acceptance,  
21 adoption and approval of this Agreement, the current amount being three thousand one-hundred  
22 and forty-five dollars and forty-four cents (\$3145.44). not including any costs that may be  
23 necessary to finalize this Agreement. Respondent shall make six (6) monthly payments of  
24 \$524.24, with the first payment due on December 18, 2020, and last payment tendered no later  
25 than June 4, 2021.

26           c.     Respondent shall pay a fine of five hundred dollars (\$500.00) within sixty  
27 (60) days of the Board's acceptance, adoption and approval of this Agreement.

28     ///

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Nevada State Board of Medical Examiners  
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- 1           d.     This Agreement shall be reported to the appropriate entities and parties as
- 2 required by law, including, but not limited to, the National Practitioner Data Bank.
- 3           e.     Respondent shall receive a Public Letter of Reprimand.
- 4           f.     Any other claims arising from the following Board Investigation #15-
- 5 15840, from which involved Respondent's association with Bledsoe/VIP Faces from 2015-2018,
- 6 shall be dismissed with prejudice.
- 7           g.     Respondent shall take three (3) hours of continuing medical education
- 8 (CME) related to best practices for injectable fillers within the next three (3) months from the date
- 9 of the Board's acceptance, adoption and approval of this Agreement. The aforementioned hours
- 10 of CME *shall be in addition* to any CME requirements that are regularly imposed upon
- 11 Respondent as a condition of licensure in the State of Nevada and shall be approved by the Board
- 12 prior to their completion.
- 13           h.     Respondent shall remain in his specialty of gynecology and infertility and
- 14 with his pre-existing and established patients provide injectable fillers upon request; Respondent
- 15 shall not engage in any medical spa related activities with any unlicensed individuals or entities.
- 16           **6.     Release From Liability.** In execution of this Agreement, Respondent understands
- 17 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
- 18 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
- 19 are immune from civil liability for any decision or action taken in good faith in response to
- 20 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
- 21 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
- 22 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
- 23 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
- 24 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
- 25 any or all of the persons, government agencies or entities named in this paragraph arising out of,
- 26 or by reason of, this investigation, this Agreement or the administration of the case referenced
- 27 herein.
- 28     ///

1           7.       **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
2 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
3 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of  
4 this Agreement, counsel for the IC may communicate directly with the Board staff and the  
5 adjudicating members of the Board.

6           Respondent acknowledges that such contacts and communications may be made or  
7 conducted ex parte, without notice or opportunity to be heard on his part until the public Board  
8 meeting where this Agreement is discussed, and that such contacts and communications may  
9 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and  
10 all information of every nature whatsoever related to this matter. The IC and its counsel agree that  
11 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this  
12 Agreement is discussed and, if requested, respond to any questions that may be addressed to the  
13 IC or the IC's counsel.

14           8.       **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
15 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
16 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed  
17 and all remaining claims arising out of the Complaint shall be dismissed with prejudice. If Board  
18 does not accept the settlement terms of this Agreement, then the Respondent may withdraw his  
19 admissions(s) within this Agreement and may rescind the Agreement in its entirety.

20           9.       **Effect of Rejection of Agreement by Board.** In the event the Board does not  
21 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and  
22 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
23 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement  
24 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
25 Agreement shall disqualify any member of the adjudicating panel of the Board from considering  
26 this Agreement and from participating in disciplinary proceedings against Respondent, including  
27 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any  
28 such member absent evidence of bad faith.

1           **10. Binding Effect.** If approved by the Board, Respondent understands that this  
2 Agreement is a binding and enforceable contract upon Respondent and the Board.

3           **11. Forum Selection Clause.** The parties agree that in the event either party is  
4 required to seek enforcement of this Agreement in district court, the parties consent to such  
5 jurisdiction and agree that exclusive jurisdiction shall be in the Eighth Judicial District Court,  
6 State of Nevada, Clark County.

7           **12. Attorneys' Fees and Costs.** The parties agree that in the event an action is  
8 commenced in district court to enforce any provision of this Agreement, the prevailing party shall  
9 be entitled to recover reasonable attorneys' fees and costs.

10           **13. Failure to Comply With Terms.** Should Respondent fail to comply with any term  
11 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
12 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
13 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.  
14 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
15 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
16 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a condition of this Agreement may subject Respondent to civil collection efforts.


DATED this 21 day of NOV, 2020.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS


By:   
Robert Kilroy, Esq., General Counsel  
Attorney for the Investigative Committee

DATED this 24th day of November, 2020.

VALARIE I. FUJII & ASSOCIATES

By:   
Valarie I. Fujii, Esq.  
Attorneys for Respondent

DATED this 28 day of November, 2020.

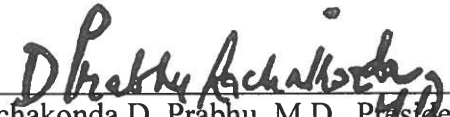
  
Frank P. Silver, M.D., Respondent

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**ORDER**

**IT IS HEREBY ORDERED**, that the foregoing Settlement Agreement (Case No. 20-4041-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 4th day of December, 2020, with the final total amount of costs due of three thousand one hundred forty-five dollars and forty-four cents (\$3,145.44)

DATED this 4th day of December, 2020.

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