

1 BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

NV STATE BOARD OF
OSTEOPATHIC MEDICINE

2
3 IN THE MATTER OF:)
4 KEVIN SLAUGHTER, D.O.)
License No. 973,)
5 Respondent.)
6 _____)

Case No. AD1204001

DEC 11 2012

SETTLEMENT AGREEMENT AND
ORDER

FILED

7 The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating
8 board member Paul Kalekas, D.O., hereby enters into this settlement agreement with Kevin Slaughter,
9 D.O. (License No. 973). Pursuant to chapter 233B and chapter 633 of the Nevada Revised Statutes
10 (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and agreed, by and between the
11 parties in the above-entitled matter, that this matter shall be fully and finally settled and resolved upon
12 terms and conditions set out herein.

13 PERTINENT FACTS

14 1. On April 19, 2000, Dr. Slaughter became licensed by the Board to practice as an osteopathic
15 physician in Nevada (License No. 973). Dr. Slaughter's practice address of record with the Board is 8670
16 West Cheyenne Avenue, Suite 120, Las Vegas, Nevada, 89129.

17 2. On February 22, 2012, Ms. J. Amy Sun on behalf of her client SY (the client's name has been
18 withheld for reasons of confidentiality) filed a complaint with the Nevada State Board of Nursing
19 regarding SY's treatment at TrimBody MD (hereinafter TrimBody). TrimBody operates a spa business at
20 two locations, 9310 S. Eastern Avenue, Las Vegas, Nevada 89123 and 10300 W. Charleston, Suite 21,
21 Las Vegas, Nevada 89135. On February 29, 2012, the Nevada State Board of Nursing forwarded Ms.
22 Sun's letter to the Board. Thereafter, the Board's staff commenced an investigation. The Board's
23 investigation was subsequently conducted in conjunction with investigators from the Nevada State Board
24 of Pharmacy.

25 3. The allegation by SY was that she went to TrimBody to lose weight and that she was never seen
26 by a medical professional before initial injections in each of her buttocks were administered. SY further
27 complained that the injections caused medical complications and discomfort that ultimately required her
28 to seek medical intervention.

1 4. The Board's investigation determined that Dr. Slaughter was the medical director at both of
2 TrimBody's locations but that Dr. Slaughter had not registered either of TrimBody's locations as a
3 practice site with the Board. Furthermore, Dr. Slaughter did not have a DEA registration or a Nevada
4 controlled substances registration (CS) at either location, nor did Dr. Slaughter have a Nevada dispensing
5 practitioner's registration at either location. The investigation also found that TrimBody advertises and
6 provides services at both locations that involve the administration or dispensing of human chorionic
7 gonadotropin (HCG) (a schedule III controlled substance), testosterone (a schedule III controlled
8 substance), and Botox, Juvaderm, Radiesse, Restylane, vitamin B-12 injections, and mesotherapy (all
9 dangerous drugs).

10 5. The investigation determined that aside from Dr. Slaughter, the only other licensed medical
11 professional who provided services at TrimBody's 10300 W. Charleston location was Cathaline Pearson,
12 P.A. Dr. Slaughter was registered as the supervising physician for PA Pearson. The investigation revealed
13 that there were no registered nurses practicing at either TrimBody location. The investigation also
14 revealed that Dr. Slaughter did not make or maintain any medical records at either TrimBody location
15 related to the clients of TrimBody to whom controlled substances or dangerous drugs were administered
16 or dispensed.

17 6. The investigation determined that employees of TrimBody dispensed controlled substances
18 and dangerous drugs to clients of TrimBody at times when neither Dr. Slaughter nor PA Pearson were on
19 site. The investigation further found that employees of TrimBody who were not licensed professionals
20 had keys to the rooms in which controlled substances and dangerous drugs were stored and that they
21 would allow themselves into the rooms without Dr. Slaughter's or PA Pearson's involvement or presence
22 on site. The investigation determined that vials containing Botox or testosterone were used for multiple
23 patients and were improperly labeled and monitored once the seals had been breached.

24 7. The investigation found that PA Pearson had removed from TrimBody's 10300 W. Charleston
25 location testosterone and vitamin B12 injections and taken the controlled substances and dangerous
26 drugs home without properly recording their removal and for the personal use of her then boyfriend. PA
27 Pearson administered the testosterone and vitamin B12 injections to her then boyfriend at her home. PA
28 Pearson did not make or keep medical records related to her treatment of her then boyfriend. At all

1 times that PA Pearson was providing controlled substances and dangerous drugs to her then boyfriend,
2 she was under the supervision of Dr. Slaughter.

3 ACKNOWLEDGMENTS AND APPLICABLE LAW

4 8. Dr. Slaughter admits that the facts contained in the preceding seven paragraphs are true and
5 correct, and Dr. Slaughter understands and acknowledges that the conduct set out in the preceding seven
6 paragraphs constitute violations of Nevada law and that agrees that he is subject to disciplinary action by
7 the Board as a result of that conduct. In particular, Dr. Slaughter agrees that the facts contained in the
8 preceding seven paragraphs constitute violations of Nevada Revised Statutes (NRS) 633.511(1) as
9 unprofessional conduct as further defined in NRS 633.131(1)(f)(2), (g), (k), and (m) and NRS 633.511(1)
10 (5), and (18) and Nevada Administrative Code (NAC) 633.289 and 633.350(1)(e). Because of these
11 admissions, the Board will not file an Accusation in this matter and the parties agree, instead, that the
12 Board should rule upon this Settlement Agreement and Order as containing all necessary elements of due
13 process to authorize the Board to take such action. If the Board approves this Settlement Agreement and
14 Order, it shall be deemed and considered disciplinary action by the Board against Dr. Slaughter.

15 9. Dr. Slaughter and Dr. Kalekas, the Investigating Board Member in this matter, agree that it is
16 in the best interests of Dr. Slaughter and the Board to resolve this matter without a full hearing on the
17 merits.

18 10. Dr. Slaughter is aware of, understands, and has been advised of the effect of this Settlement
19 Agreement, which he has carefully read and fully acknowledged. Dr. Slaughter acknowledges that he
20 reviewed this Settlement Agreement and that he was provided the opportunity to review this Settlement
21 Agreement with legal counsel of his own choice, which Dr. Slaughter declined to do.

22 11. Dr. Slaughter has freely and voluntarily entered into the Settlement Agreement, and he is
23 aware of his rights to contest the charges pending against him. These rights include representation by an
24 attorney at his own expense, the right to a public hearing on any charges or allegations formally filed, the
25 right to confront and cross-examine witnesses called to testify against him, the right to present evidence
26 on his own behalf, the right to testify on his own behalf, the right to obtain any other type of formal
27 judicial review of this matter, and any other rights which may be accorded to him pursuant the provisions
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1 of Chapters 233B, 622, 622A, and 633 of the NRS and the NAC. Dr. Slaughter is voluntarily waiving al
2 these rights in exchange for the Board's acceptance of this Settlement Agreement.

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

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

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

24 15. Dr. Slaughter acknowledges that the Settlement Agreement shall only become effective after
25 both the Board and he have duly executed it.

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

3 17. Both parties acknowledge that the Board has jurisdiction to consider and ratify this
4 settlement agreement and order because Dr. Slaughter is an osteopathic physician licensed by the Board.
5 Dr. Slaughter expressly, knowingly, and intentionally waives the 21-day notice requirement contained in
6 the Nevada Open Meeting Law and acknowledges that this settlement agreement and order may be
7 presented to the Board for its consideration and potential ratification at the Board's meeting on
8 December 11, 2012.

9 **AGREED DISCIPLINARY ACTION**

10 THE PARTIES DO HEREBY AGREE as a result of the admissions and acknowledgements
11 contained in paragraphs 1 through 17 above that the following discipline is fair and appropriate and
12 should be imposed by the Board by way of resolution of this matter:

13 1. Dr. Slaughter shall pay the Board's fees and costs in the investigation and prosecution of this
14 matter totaling \$1,000.00, payable by cashier's or certified check or money order made payable to:
15 "Nevada State Board of Osteopathic Medicine." Payment shall be due within 90 days of the effective date
16 of this Settlement Agreement and Order, but if Dr. Slaughter cannot make payment in full by that time,
17 he may make payment arrangements with and as are acceptable to the Board's Executive Director.

18 2. Dr. Slaughter shall pay a fine in the amount of \$3,000.00, payable by cashier's or certified
19 check or money order made payable to: "Nevada State Board of Osteopathic Medicine." Payment shall be
20 due within 90 days of the effective date of this Settlement Agreement and Order, but if Dr. Slaughter
21 cannot make payment in full by that time, he may make payment arrangements with and as are acceptable
22 to the Board's Executive Director.

23 3. Dr. Slaughter shall cease administering, prescribing, or dispensing controlled substances and
24 dangerous drugs and shall not administer, prescribe, or dispense any controlled substances or dangerous
25 drugs from TrimBody or any other practice location unless and until he satisfies the following conditions
26 for each such location:

27 (a) Dr. Slaughter obtains a DEA registration and Nevada CS registration at the site. If Dr.
28 Slaughter desires to dispense controlled substances or dangerous drugs from a site, he must also obtain a

1 Nevada dispensing practitioner's registration. Dr. Slaughter shall provide written evidence of his
2 registrations to the Board office.

3 (b) Dr. Slaughter secures the only key to the room in which the controlled substances and
4 dangerous drugs are stored such that only Dr. Slaughter or any employed APN or PA unlocks the door
5 every day that controlled substances and dangerous drugs are to be administered at a site and that Dr.
6 Slaughter or any employed APN or PA locks the door whenever controlled substances and dangerous
7 drugs are not being administered to patients at a site.

8 (c) Dr. Slaughter or an employed APN or PA must personally see and assess each patient at a
9 practice site to determine that the patient has a valid medical condition or diagnosis for which a
10 particular controlled substance or dangerous drug is appropriate. Dr. Slaughter or an employed APN or
11 PA must make a medical record regarding each patient he or she sees and assesses at a practice site, which
12 record must include the basic physical examination information, Dr. Slaughter's assessment, diagnoses,
13 and controlled substances or dangerous drugs administered. The medical records made pursuant to this
14 subparagraph must be maintained at the practice site. Dr. Slaughter may employ a physician assistant or
15 advanced practitioner of nursing under his supervision to see and assess the patients of a particular
16 practice site and to make and maintain the records in the same manner as is required of Dr. Slaughter
17 under this paragraph.

18 (d) Dr. Slaughter shall provide to the Board office his policy and procedures that will be used at
19 TrimBody or another practice site for the seeing, assessment, diagnosis, administering, prescribing, and
20 dispensing of controlled substances and dangerous drugs to patients. Dr. Slaughter may not commence
21 administering, prescribing, or dispensing controlled substances and dangerous drugs from TrimBody or
22 another practice site until his policy and procedures have been reviewed and approved by the
23 Investigating Board Member.

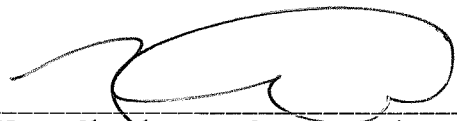
24 4. Dr. Slaughter shall meet with the Board or its representatives upon request and shall cooperate
25 with such representatives in their supervision, monitoring, investigation, or auditing to assure compliance
26 with the terms and conditions of this order. Dr. Slaughter shall pay any and all reasonable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

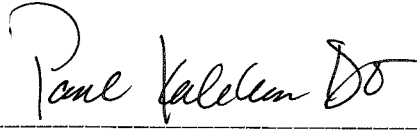
1 5. In the event Dr. Slaughter fails to materially comply with any term of this Settlement
2 Agreement, Dr. Slaughter agrees his license in the State of Nevada shall be automatically suspended
3 without any action of the Board other than the issuance of an Order of Suspension by the Executive
4 Director. Upon complying with the term, Dr. Slaughter's license in the State of Nevada will be
5 automatically reinstated, assuming all other provisions of the Settlement Agreement are in compliance.
6 Additionally, Dr. Slaughter's failure to comply with any term or condition of this Settlement Agreement
7 may result in further discipline by the Board, up to and potentially including revocation of his license.
8 Board Staff may take any and all actions it deems necessary to collect any sums ordered that remain
9 unpaid. If Board Staff is required to pursue judicial action to effect such collections, it shall be entitled to
10 recover its attorney's fees and costs incurred in pursuing such judicial action.

11 Signed this 26 day of November, 2012.

12 Respondent Kevin Slaughter, D.O.

Nevada State Board of Osteopathic Medicine

13
14 By 
15 Kevin Slaughter, D.O., Respondent

By 
Paul Kalekas, D.O.
Investigating Board Member

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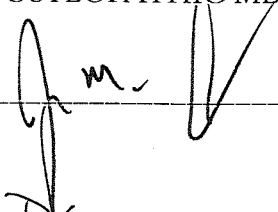
ORDER

WHEREAS, on December 11, 2012, the Nevada State Board of Osteopathic Medicine approved and adopted the terms and conditions set forth in the Agreed Settlement and Order with Lonnie Slaughter, D.O. IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 11 day of December, 2012.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

Dean Milne, D.O.
Vice Chairman



James Anthony, D.O.
Secretary/Treasurer

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BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF THE COMPLAINT

Case No. NVSB 2012-001
NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

AGAINST

KEVIN SLAUGHTER, D.O., License No. 973

DEC 11 2012

RESPONDENT.

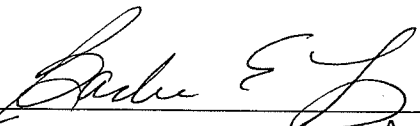
FILED

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of December, 2012, I served a copy of the ABOVE Notice with attachment upon the parties to this matter, via U.S. Postal Service, postage thereon prepaid, addressed as follows:

Kevin Slaughter, D.O.

[Redacted address]



An employee of the Nevada State Board of
Osteopathic Medicine