

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

3                                   \* \* \* \* \*

4  
5 **In the Matter of Charges and**  
6 **Complaint Against**  
7 **CRAIG MITCHELL WEINGROW, M.D.,**  
8 **Respondent.**

Case No. 18-39792-1

**FILED**

**SEP 10 2018**

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 Aaron Bart Fricke, Esq., Deputy General Counsel for the Board and  
13 attorney for the IC, and Craig Mitchell Weingrow, M.D. (Respondent), a licensed Physician in  
14 Nevada, assisted by his attorney, Jason Weiner, Esq., of the law firm of Weiner Law Group,  
15 hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

16                   **A. Background**

17                   1. Respondent is a medical doctor currently licensed (License No. 14309) in active status  
18 by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the  
19 Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in  
20 Nevada since April 5, 2012.

21                   2. On August 16, 2018, in Case No. 18-11729-1, the IC filed a formal Complaint  
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
23 Complaint alleges: Count I, violation of NRS 630.301(4) (Malpractice); Count II, violation of NRS  
24 630.306(1)(b)(2) (Violation of Standards of Practice); Count III, violations of NRS

25  
26 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter  
27 and any subsequent related administrative proceedings or civil litigation involving the Board and  
28 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.

1 630.306(1)(b)(2) (Violation of Standards of Practice); Count IV, violation of NRS 630.306(1)(p)  
2 (Unsafe or Unprofessional Conduct); Count V, violation of NRS 630.306(1)(p) (Unsafe or  
3 Unprofessional Conduct); Count VI, violation of NRS 630.3062(1)(a) (Failure to Maintain  
4 Complete Medical Records); Count VII, violation of NRS 630.301(4) (Malpractice); Count VIII,  
5 violation of NRS 630.306(1)(b)(2) (Violation of Standards of Practice); Count IX, violation of  
6 NRS 630.306(1)(p) (Unsafe or Unprofessional Conduct); Count X, violation of NRS  
7 630.3062(1)(a) (Failure to Maintain Complete Medical Records); Count XI, violation of NRS  
8 630.301(4) (Malpractice); Count XII, violation of NRS 630.306(1)(b)(2) (Violation of Standards  
9 of Practice); Count XIII, violations of NRS 630.306(1)(b)(2) (Violation of Standards of Practice);  
10 Count XIV, violation of NRS 630.306(1)(p) (Unsafe or Unprofessional Conduct); Count XV,  
11 violation of NRS 630.306(1)(p) (Unsafe or Unprofessional Conduct); Count XVI, violation of  
12 NRS 630.3062(1)(a) (Failure to Maintain Complete Medical Records); Count XVII, violation of  
13 NRS 630.301(9) (Disreputable Conduct); Count XVIII, violation of NRS 630.306(1)(b)(1)  
14 (Deceptive Conduct); Count XIX, violation of NRS 630.306(1)(p) (Engaging in Unsafe or  
15 Unprofessional Conduct); Count XX, violation of NRS 630.306(1)(r) (Failure to Adequately  
16 Supervise); XXI, violation of NRS 630.305(1)(e) (Aiding Practice by Unlicensed Person); Count  
17 XXII, violation of NRS 630.306(1)(b)(3) (Engaging in Conduct that Violated Pharmacy Board  
18 Regulations); Count XXIII, NRS 630.301(4) (Malpractice)

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

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

24 5. Respondent is hereby advised of his rights regarding this administrative matter, and of  
25 his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has  
26 certain rights in this administrative matter as set out by the United States Constitution, the Nevada  
27 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in  
28 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in NRS

1 Chapter 233B. These rights include the right to a formal hearing on the allegations in the Complaint,  
2 the right to representation by counsel, at his own expense, in the preparation and presentation of his  
3 defense, the right to confront and cross-examine the witnesses and evidence against him, the right to  
4 written findings of fact, conclusions of law and order reflecting the final decision of the Board, and the  
5 right to judicial review of the Board's order, if the decision is adverse to him.

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

11 7. Respondent understands and agrees that this Agreement, by and between  
12 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the  
13 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent  
14 understands that the IC shall advocate for the Board's approval of this Agreement, but that the  
15 Board has the right to decide in its own discretion whether or not to approve this Agreement.  
16 Respondent further understands and agrees that if the Board approves this Agreement, then the  
17 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

18 **B. Terms & Conditions**

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

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

25 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**

26 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters  
27 addressed herein with said counsel. Respondent agrees that if representation by counsel in this  
28 matter materially changes prior to entering into this Agreement and for the duration of this

1 Agreement, that counsel for the IC will be timely notified of the material change. Respondent  
2 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to  
3 have a full consultation with and upon the advice of legal counsel.

4 **3. Waiver of Rights.** In connection with this Agreement, and the associated terms  
5 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection  
6 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives  
7 all rights arising under the United States Constitution, the Nevada Constitution, the Medical  
8 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that  
9 may apply to him in connection with the administrative proceedings resulting from the Complaint  
10 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in  
11 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.  
12 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this  
13 Agreement, without a hearing or any further proceedings and without the right to judicial review.

14 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges  
15 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is  
16 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent  
17 is not admitting that the Board's claims/counts as alleged in the Complaint have merit and  
18 Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential  
19 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has  
20 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the  
21 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent  
22 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to  
23 effectuate this Agreement.

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

28

1           A.     Respondent admits to Counts II, III, VI, VIII, X, XII, XIII, XVI, XVII, XVIII, XX  
2 and XXII.

3           B.     Respondent's license to practice medicine in the state of Nevada shall be revoked  
4 with the revocation to be immediately stayed. Respondent's license shall be placed in "Inactive"  
5 status until successful completion of the terms set forth in Paragraph C immediately following.

6           C.     Respondent's license shall be subject to a term of probation for a period of time not  
7 to exceed thirty-six (36) months from the date of the Board's acceptance, adoption and approval  
8 of this Agreement (Probationary Period). Respondent must complete the following terms and  
9 conditions within the Probationary Period and demonstrate compliance to the good faith  
10 satisfaction of the Board within thirty-six (36) months, or before Respondent resumes the practice  
11 of medicine in Nevada during this probationary period, whichever is first; if Respondent fails to  
12 demonstrate compliance with the terms and conditions of this Agreement within thirty-six (36)  
13 months, or otherwise violates the terms of this Agreement or the Medical Practice Act, then the  
14 stay of revocation of Respondent's license shall be lifted, and his license shall be immediately  
15 revoked. The following terms and conditions shall apply during Respondent's probationary  
16 period:

17           (1) Respondent shall complete the University of San Diego, Physician Assessment and  
18 Competency Evaluation Program (PACE), Competency Assessment, and, if  
19 recommended by PACE, the Fitness For Duty (FFD) evaluation, and pass all of the  
20 above to the satisfaction of the Board;

21           (2) Respondent will pay the costs and expenses incurred in the investigation and  
22 prosecution of the above-referenced matter within thirty (30) days of the Board's  
23 acceptance, adoption and approval of this Agreement, the current amount being  
24 \$4,539.06, not including any costs that may be necessary to finalize this Agreement.

25           (3) Respondent shall take twenty (20) hours of continuing medical education (CME)  
26 related to best practices in the prescribing of controlled substances within twelve (12)  
27 months from the date of the Board's acceptance, adoption and approval of this  
28 Agreement. The aforementioned hours of CME shall be in addition to any CME

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requirements that are regularly imposed upon Respondent as a condition of licensure in the state of Nevada and shall be approved by the Board to meet this requirement prior to their completion.

(4) Respondent shall pay a fine of \$1,000 per count admitted to hereby, consisting of 12 counts, for a total of \$12,000, within one hundred eighty (180) days of the Board’s acceptance, adoption and approval of this Agreement.

(5) During the probationary period, Respondent shall successfully complete all requirements and comply with all orders, past or future, of the Nevada State Board of Pharmacy (Pharmacy Board), specifically including but limited to, the Pharmacy Board’s Order issued on July 25, 2018, in its Cases Numbered 17-066-CS-S, 17-066-TD-A-S and 17-066-TD-B-S, specifically including the following:

a. Unless and until Respondent applies for reinstatement of his controlled substance registration and/or his dispensing practitioner registration, and the Pharmacy Board reinstates his registration(s), Respondent:

i. May not possess any controlled substance other than a controlled substance that was lawfully prescribed to him by a licensed practitioner and lawfully dispensed to him for his own personal use to treat a documented medical necessity.

ii. May not possess any controlled substance for office use or for patient use and must immediately and lawfully dispose of any and all controlled substances in his possession and/or control, other than a controlled substance lawfully prescribed and dispensed to him for his own personal use.

iii. May not prescribe any controlled substance for any patient.

iv. May not dispense any controlled substance or dangerous drug.

b. Respondent may not apply for reinstatement of his controlled substance registration or his dispensing practitioner registration until after “a period of not

1 less than 1 year has lapsed since the date of revocation,” as required by NRS  
2 639.257(1).

3 c. In the event Respondent applies for reinstatement, or for any other registration  
4 or certificate with the Pharmacy Board, he shall appear before the Pharmacy  
5 Board to answer questions and give testimony regarding his application, his  
6 compliance with the Pharmacy Board Order, and the facts and circumstances  
7 underlying this matter.

8 (6) During the probationary period, Respondent shall complete all terms and conditions of  
9 any criminal sanctions incurred before or during the period of this agreement, if any,  
10 including probation or parole.

11 (7) During the probationary period, Respondent shall not supervise any Physician  
12 Assistant, or collaborate with any Advanced Practice Registered Nurse.

13 (8) Within thirty-six (36) months, or before Respondent resumes the practice of medicine  
14 in Nevada during this probationary period, whichever is first, Respondent shall appear  
15 before the Board at a public meeting and demonstrate compliance with all the terms of  
16 this Agreement, at which time, Respondent may complete an application for a change  
17 of status to “Active,” and petition the Board to allow him to resume the practice of  
18 medicine.

19 D. This Agreement shall be reported to the appropriate entities and parties as required  
20 by law, including, but not limited to, the National Practitioner Data Bank.

21 E. Respondent shall receive a Public Letter of Reprimand.

22 F. The other counts of the Complaint shall be dismissed with prejudice.

23 **6. Release From Liability.** In execution of this Agreement, Respondent understands  
24 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,  
25 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents  
26 are immune from civil liability for any decision or action taken in good faith in response to  
27 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of  
28 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,

1 committees, panels, hearing officers, consultants and agents from any and all manner of actions,  
2 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and  
3 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against  
4 any or all of the persons, government agencies or entities named in this paragraph arising out of,  
5 or by reason of, this investigation, this Agreement or the administration of the case referenced  
6 herein.

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

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

19       **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
20 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
21 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed  
22 and the remaining counts of the Complaint shall be dismissed with prejudice.

23       **9. Effect of Rejection of Agreement by Board.** In the event the Board does not  
24 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and  
25 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
26 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement  
27 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
28 Agreement shall disqualify any member of the adjudicating panel of the Board from considering



1 this Complaint and from participating in disciplinary proceedings against Respondent, including  
2 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any  
3 such member absent evidence of bad faith.

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

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

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

13       **13. Failure to Comply with Terms.** Should Respondent fail to comply with any term  
14 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
15 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
16 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.  
17 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
18 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
19 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).  
20 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a  
21 condition of this Agreement may subject Respondent to civil collection efforts.

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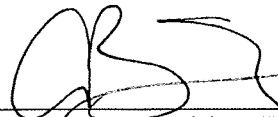
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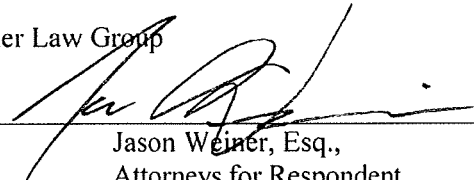
1 Dated this 23 day of AUGUST, 2018.

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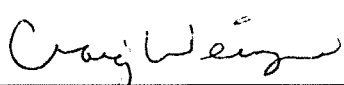
INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:   
Aaron Bart Frieke, Esq., Deputy General Counsel  
Attorney for the Investigative Committee

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

Weiner Law Group  
By:   
Jason Weiner, Esq.,  
Attorneys for Respondent

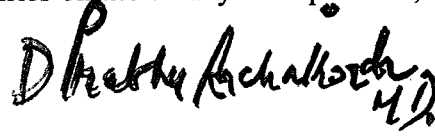
Dated this 16th day of August, 2018.

  
Craig Mitchell Weingrow, M.D., Respondent

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

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**IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 7<sup>th</sup> day of September, 2018, with the final total amount of costs due of \$12,000.00.



\_\_\_\_\_  
Rachakonda D. Prabhu, M.D., President  
NEVADA STATE BOARD OF MEDICAL EXAMINERS