BEFORE THE BOARD OF MEDICAL EXAMINERS OF THE STATE OF NEVADA

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Respondent.

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In the Matter of the Charges and Complaint | Case No.: 25-27891-1

FILED

JUN 0 6 2025

NEVADA STATE BOARD OF

SETTLEMENT AGREEMENT MEDICAL EXAMINERS

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Sarah A. Bradley, J.D., MBA, Deputy Executive Director for the Board and attorney for the IC, and George Peter Chambers, Jr., M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Liborius Agwara, Esq., of the Law Offices of Libo Agwara, Ltd., hereby enter into this Settlement Agreement (Agreement) based on the following:

A. BACKGROUND

GEORGE PETER CHAMBERS, JR., M.D.,

- 1. Respondent is a medical doctor currently licensed in the State of Nevada by the Board in active-probation status (License No. 10476) since October 2, 2023, pursuant to the provisions of NRS Chapter 630. Respondent was originally licensed by the Board on April 30, 2003.
- 2. On March 7, 2025, in Case No. 25-27891-1, the IC filed a First-Amended Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges four (4) violations of NRS 630.301(4), Malpractice (Counts I–IV); five (5) violations of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Counts V–IX); three (3) violations of NRS 630.301(6), Disruptive Behavior (Counts X–XII);

All agreements and admissions made by Respondent are solely for final disposition of this matter and any 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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four (4) violations of NRS 630.301(7), Engaging in Conduct that Violates the Trust of a Patient and Exploits the Relationship With the Patient for Financial or Other Personal Gain (Counts XIII-XVI); five (5) violations of NRS 630.306(1)(g), Continual Failure to Practice Medicine Properly (Counts XVII-XXI); and five (5) violations of NRS 630.301(9), Disreputable Conduct (Counts XXII-XXVI).

- 3. By reason of the foregoing allegations described in paragraph 3, Respondent is subject to discipline by the Board as provided in NRS 630.352.
- 4. Respondent was properly served with a copy of these Complaints, has reviewed and understands these Complaints, and has had the opportunity to consult with competent counsel concerning the nature and significance of these Complaints.
- Respondent is hereby advised of his rights regarding this administrative matter, and of his opportunity to defend against the allegations in the Complaints. Specifically, Respondent has certain rights in this administrative matter as set out by the United States Constitution, the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in NRS Chapter 233B and 622A. These rights include the right to a formal hearing on the allegations in the Complaints, the right to representation by counsel, at his own expense, in the preparation and presentation of his defense, the right to confront and cross-examine the witnesses and evidence against him, the right to written findings of fact, conclusions of law and order reflecting the final decision of the Board, and the right to judicial review of the Board's order, if the decision is adverse to him.
- 6. Respondent understands that, under the Board's charge to protect the public by regulating the practice of medicine, the Board may take disciplinary action against Respondent's license, including license probation, license suspension, license revocation and imposition of administrative fines, as well as any other reasonable requirement or limitation, if the Board concludes that Respondent violated one or more provisions of the Medical Practice Act.
- 7. Respondent understands and agrees that this Agreement, by and between Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the

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Board for consideration in open session at a duly noticed and scheduled meeting. Respondent understands that the IC shall advocate for the Board's approval of this Agreement, but that the Board has the right to decide in its own discretion whether or not to approve this Agreement. Respondent further understands and agrees that if the Board approves this Agreement, then the terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

TERMS & CONDITIONS В.

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

- l. Jurisdiction. Respondent is, and at all times relevant to the Complaints has been, a physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set forth in the Medical Practice Act.
- 2. Representation by Counsel/Knowing, Willing and Intelligent Agreement. Respondent acknowledges he is represented by counsel and wishes to resolve the matters addressed herein with said counsel. Respondent agrees that if representation by counsel in this matter materially changes prior to entering into this Agreement and for the duration of this Agreement, that counsel for the IC will be timely notified of the material change. Respondent agrees that he knowingly, willingly, and intelligently enters into this Agreement after deciding to have a full consultation with and upon the advice of legal counsel.
- Waiver of Rights. In connection with this Agreement, and the associated terms 3. and conditions, Respondent knowingly, willingly, and intelligently waives all rights in connection with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives all rights arising under the United States Constitution, the Nevada Constitution, the Medical Practice Act, the OML, the APA, and any other legal rights that may be available to him or that may apply to him in connection with the administrative proceedings resulting from the Complaints filed in this matter, including defense of the Complaints, adjudication of the allegations set forth in the Complaints, and imposition of any disciplinary actions or sanctions ordered by the Board. 111

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Respondent agrees to settle and resolve the allegations of the Complaints as set out by this Agreement, without a hearing or any further proceedings and without the right to judicial review.

- Acknowledgement of Reasonable Basis to Proceed. As of the time of entering 4. into this Settlement Agreement, the allegations of the Complaints remain unproven. Respondent acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges Respondent is not admitting that the IC's claims/counts as alleged in the Complaints have merit and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the Complaints, but for the purposes of resolving the matter and for no other purpose, Respondent waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to effectuate this Agreement.
- Consent to Entry of Order. In order to resolve these Complaints pending against 5. Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly, the following terms and conditions are hereby agreed upon:
- Respondent admits to five (5) violations of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records, and four (4) violations of NRS 630.301(7), Engaging in Conduct That Violates the Trust of a Patient and Exploits the Relationship With the Patient for Financial or Other Personal Gain, as alleged in the First-Amended Complaint;
- Respondent agrees to complete ten (10) hours of continuing medical b. education (CME) related to boundaries and ethics within six (6) months from the date of the Board's Order approving the Agreement. These ten (10) hours of CME shall be in addition to the CME requirement regularly imposed upon Respondent as a condition of licensure in the State of Nevada pursuant to NAC 630.125(1), and shall be approved by the Board prior to their completion;

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records	system	within	six	(6)	months	from	the	date	of	the	Board's	Order	appro	ving	the
Agreem	ent;														

- d. Respondent shall pay the costs and expenses incurred in the investigation and prosecution of the above referenced matters in the amount of thirteen thousand one hundred thirty-four dollars and twenty-nine cents (\$13,134.29). Respondent shall pay the aforementioned costs and expenses by way of thirteen (13) equal payments of one thousand ten dollars and thirtythree cents (\$1,010.33), with the first payment due on or before August 15, 2025 and the final payment due on or before September 15, 2026. The costs and expenses as well as the payment plan are subject to the Board's acceptance, adoption and approval of this Agreement;
- Respondent shall continue to strictly comply with the terms set forth in the previously signed Stipulation and Order, filed February 22, 2023, specifically:
- Respondent shall refrain from taking photos or videos of any i. patient;
- ii. In non-hospital settings, Respondent shall be accompanied by a medical chaperone during the entirety of all patient interactions:
- Respondent shall submit the names of proposed medical a. chaperones to the Board's Compliance Officer at least three (3) days prior to utilizing them;
- b. All chaperones will have documented training as a medical chaperone, see https://pbieducation.com/courses/ctp-2/, with certificate of such training provided to the Board's Compliance Officer prior to them acting as a chaperone;
- c. Respondent shall be responsible for recording the first and last name of the chaperone present in the record of every patient encounter;
- d. Respondent shall notify the IC within twenty-four (24) hours if there is a change to the identity or availability of the chaperone;
- Respondent shall allow Board personnel and/or a private e. monitoring company (for example, Strategic Management Services or similar) to review any patient records and/or interact with chaperones without prior notice to him; and

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- f. Respondent shall bear all costs related to the required chaperones.
- iii. In hospital settings, Respondent will ensure the presence of a nurse during all patient examinations (including but not limited to pelvic examinations) and deliveries and be responsible for ensuring that the nurse's presence is recorded in the notes of all such encounters.
- f. Not earlier than October 2, 2025, Respondent may petition the Board to appear at a public meeting to request the Board remove the foregoing conditions on his license;
- Respondent shall dismiss his appeal to the Nevada Supreme Court in Supreme Court No. 90141;
- This Agreement shall be reported to the appropriate entities and parties as required by law, including, but not limited to, the National Practitioner Data Bank;
 - i. Respondent shall receive a Public Letter of Reprimand; and
- j. The remaining counts in the First-Amended Complaint will be dismissed with prejudice, and any other claims and allegations arising from Board's corresponding investigative case files 22-21864, 22-21885, 22-22049, 23-22340, 23-22359, 23-22512, shall also be dismissed with prejudice.
- 6. Release from Liability. In execution of this Agreement, Respondent understands and agrees that the State of Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents are immune from civil liability for any decision or action taken in good faith in response to information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against any or all of the persons, government agencies or entities named in this paragraph arising out of, 111

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or by reason of, this investigation, this Agreement or the administration of the case referenced herein.

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

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

- Effect of Acceptance of Agreement by Board. In the event the Board accepts, 8. approves, and adopts this Agreement, the Board shall issue a final order, making this Agreement an order of the Board, and, pending full compliance with the terms herein, the cases shall be closed and all remaining claims arising out of the Complaints shall be dismissed with prejudice.
- 9. Effect of Rejection of Agreement by Board. In the event the Board does not accept, approve and adopt this Agreement, this Agreement shall be null, void, and of no force and effect except as to the following agreement regarding adjudications: (1) Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this Agreement shall disqualify any member of the adjudicating panel of the Board from considering this Complaints and from participating in disciplinary proceedings against Respondent, including adjudication of this case; and (2) Respondent further agrees that she shall not seek to disqualify any such member absent evidence of bad faith.

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- 10. Binding Effect. If approved by the Board, Respondent understands that this Agreement is a binding and enforceable contract upon Respondent and the Board.
- 11. Forum Selection Clause. The parties agree that in the event either party is required to seek enforcement of this Agreement in district court, the party's consent to such jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court, State of Nevada, Washoe County.
- 12. Attorneys' Fees and Costs. The parties agree that in the event an action is commenced in district court to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- 13. Failure to Comply with Terms. Should Respondent fail to comply with any term or condition of this Agreement once the Agreement has been accepted, approved, and adopted by the Board, the IC shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed. Failure to comply with the terms of this Agreement, including failure to pay any fines, costs, expenses, or fees owed to the Board, is a failure to comply with an order of the Board, which may result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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9600 Gateway Drive Reno, Nevada 89521

OFFICE OF THE GENERAL COUNSEL Nevada State Board of Medical Examiners

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 25-27891-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of June, 2025.

DATED this 6th day of June, 2025.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:

NICK M. SPIRTOS, M.D., F.A.C.O.G.

Board President