

BEFORE THE BOARD OF MEDICAL EXAMINERS  
OF THE STATE OF NEVADA

\* \* \* \* \*

In the Matter of Charges and Complaint

Against:

VINCENT PETER NALBONE, M.D.,

Respondent.

Case Nos. 24-11896-1

25-11896-1

25-11896-2

25-11896-3

25-11896-4

25-11896-5

25-11896-6

FILED

JUN 06 2025

SETTLEMENT AGREEMENT NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Ian J. Cumings, Senior Deputy General Counsel for the Board and attorney for the IC, and Vincent Peter Nalbhone, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorneys, Katherine J. Gordon, Esq., of the law firm of Wood, Smith, Henning & Berman, and Adam Garth, of the law firm of Quintairos, Prieto, Wood & Boyer, hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

**A. BACKGROUND**

1. Respondent is a medical doctor currently licensed in active status by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in Nevada. His license was originally issued on July 11, 1997 (License No. 8303).

2. On December 11, 2024, in Case No. 24-11896-1, the IC filed a formal Complaint (Complaint I) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges two (2) violations of NRS 630.301(4), Malpractice (Counts I and II); one (1) violation of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count III); and

<sup>1</sup> 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.

one (1) violation of NRS 630.306(1)(g), Continual Failure to Exercise Skill or Diligence (Count IV). By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

3. On January 3, 2025, in Case No. 25-11896-1, the IC filed a formal Complaint (Complaint II) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges two (2) violations of NRS 630.301(4), Malpractice (Counts I and II); one (1) violation of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count III); and one (1) violation of NRS 630.306(1)(g), Continual Failure to Exercise Skill or Diligence (Count IV). By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

4. On January 9, 2025, in Case No. 25-11896-2, the IC filed a formal Complaint (Complaint III) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); and one (1) violation of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count II). By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

5. On March 21, 2025, in Case No. 25-11896-3, the IC filed a formal Complaint (Complaint IV) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); and one (1) violation of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count II). By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

6. On April 30, 2025, in Case No. 25-11896-4, the IC filed a formal Complaint (Complaint V) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I). By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

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1           7.       On April 30, 2025, in Case No. 25-11896-5, the IC filed a formal Complaint  
2 (Complaint VI) charging Respondent with violating the Medical Practice Act. Specifically, the  
3 Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); and one (1)  
4 violation of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count II). By  
5 reason of the foregoing, Respondent is subject to discipline by the Board as provided in  
6 NRS 630.352.

7           8.       On April 30, 2025, in Case No. 25-11896-6, the IC filed a formal Complaint  
8 (Complaint VII) charging Respondent with violating the Medical Practice Act. Specifically, the  
9 Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); and one (1)  
10 violation of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count II). By  
11 reason of the foregoing, Respondent is subject to discipline by the Board as provided in  
12 NRS 630.352.

13           9.       Respondent was properly served with a copy of these Complaints, has reviewed  
14 and understands these Complaints, and has had the opportunity to consult with competent counsel  
15 concerning the nature and significance of these Complaints.

16           10.      Respondent is hereby advised of his rights regarding this administrative matter, and  
17 of his opportunity to defend against the allegations in the Complaints. Specifically, Respondent  
18 has certain rights in this administrative matter as set out by the United States Constitution, the  
19 Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is  
20 contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is  
21 contained in NRS Chapter 233B and 622A. These rights include the right to a formal hearing on  
22 the allegations in the Complaints, the right to representation by counsel, at his own expense, in the  
23 preparation and presentation of his defense, the right to confront and cross-examine the witnesses  
24 and evidence against him, the right to written findings of fact, conclusions of law and order  
25 reflecting the final decision of the Board, and the right to judicial review of the Board's order, if  
26 the decision is adverse to him.

27           11.      Respondent understands that, under the Board's charge to protect the public by  
28 regulating the practice of medicine, the Board may take disciplinary action against Respondent's



1 license, including license probation, license suspension, license revocation and imposition of  
2 administrative fines, as well as any other reasonable requirement or limitation, if the Board  
3 concludes that Respondent violated one or more provisions of the Medical Practice Act.

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

11 **B. TERMS & CONDITIONS**

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

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

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

25 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms  
26 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection  
27 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives  
28 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. 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.

4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering 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.

5. **Consent to Entry of Order.** In order to resolve these Complaints pending against Respondent, and not for any other purpose, 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:

a. Respondent admits to Count I, NRS 630.301(4), Malpractice; and Count IV NRS 630.306(1)(g), Continual Failure to Exercise Skill or Diligence as alleged in Complaint I.

b. Respondent admits to Count I, NRS 630.301(4), Malpractice; and Count IV NRS 630.306(1)(g), Continual Failure to Exercise Skill or Diligence as alleged in Complaint II.

c. Respondent admits to Count I, NRS 630.301(4), Malpractice; as alleged in Complaint III.

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1 d. Respondent admits to Count I, NRS 630.301(4), Malpractice; as alleged in  
2 Complaint IV.

3 e. Respondent admits to Count I, NRS 630.301(4), Malpractice; as alleged in  
4 Complaint V.

5 f. Respondent admits to Count II, NRS 630.3062(1)(a), Failure to Maintain  
6 Complete Medical Records as alleged in Complaint VI.

7 g. Respondent admits to Count II, NRS 630.3062(1)(a), Failure to Maintain  
8 Complete Medical Records as alleged in Complaint VII.

9 h. Respondent will pay the costs and expenses incurred in the investigation  
10 and prosecution of the above-referenced matters in the amount of thirty-three thousand four  
11 hundred sixteen dollars and thirty-seven cents (\$33,416.37). Respondent shall pay the  
12 aforementioned costs and expenses by way of six (6) payments, the first of five (5) payments in  
13 the amount of five thousand five hundred sixty-nine dollars and thirty-nine cents (\$5,569.39) is  
14 due on or before July 15, 2025, the second payment is due on or before August 15, 2025, the third  
15 payment is due on or before September 15, 2025, the fourth payment is due on or before  
16 October 15, 2025, the fifth payment is due on or before November 15, 2025. The sixth and final  
17 payment of five thousand five hundred sixty-nine dollars and forty-two cents (\$5,569.42) is due  
18 on or before December 15, 2025. The costs and expenses as well as the payment plan are subject  
19 to the Board's acceptance, adoption, and approval of this Agreement.

20 i. Respondent shall pay a fine of thirty thousand dollars (\$30,000) in six (6)  
21 equal payments of five thousand dollars (\$5,000). The first payment is due on or before  
22 July 15, 2025, the second payment is due on or before August 15, 2025, the third payment is due  
23 on or before September 15, 2025, the fourth payment is due on or before October 15, 2025, the  
24 fifth payment is due on or before November 15, 2025, and the sixth payment is due on or  
25 December 15, 2025. The fine as well as the payment plan are subject to the Board's acceptance,  
26 adoption, and approval of this Agreement.

27 j. Respondent shall complete the University of San Diego, Physician  
28 Assessment and Competency Evaluation Program (PACE), Competency Assessment, and if



OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners

9600 Gateway Drive

Reno, Nevada 89521

(775) 688-2559

1 recommend by PACE, a Fitness for Duty Evaluation, pass all sections of PACE to the satisfaction  
2 of the Board, and follow all recommendations presented in the report(s) within one (1) year of the  
3 Board's acceptance and adoption of this agreement, the cost of which shall be borne by  
4 Respondent.

5 k. Respondent shall complete the Professional Problem-Based Ethics Program  
6 (PROBE) offered by the Center for Personalized Education for Physicians (CPEP) and pass  
7 without conditions, within six (6) months of the Board's approval of this agreement, the cost of  
8 which shall be borne by the Respondent.

9 l. Respondent shall perform twenty (20) hours of Continued Medical  
10 Education (CME), with ten (10) hours related to medical ethics, and ten (10) hours related to  
11 indications for sinus surgery. These twenty (20) hours of CME are in addition to the CME  
12 requirements that are regularly imposed upon Respondent as a condition of licensure in the State  
13 of Nevada pursuant to NAC 630.153(1), and shall be approved by the Board prior to their  
14 completion.

15 m. Respondent's license shall be revoked for four (4) years from the date of the  
16 Board's acceptance, adoption, and approval of this agreement. The revocation shall be stayed.  
17 and Respondent shall be subject to a term of probation for four (4) years from the date of the  
18 Board's acceptance, adoption and approval of this Agreement. If Respondent fails to comply with  
19 the terms and conditions of this probation, the Settlement Agreement, or commits a new violation  
20 of the Medical Practice Act during the probationary period, the stay of revocation will be  
21 immediately lifted, and the revocation shall be in full effect. Respondent shall be subject to the  
22 following probationary terms and conditions:

23 i. Respondent must be monitored by Strategic Management Services  
24 or other monitoring company approved in the reasonable judgement of the Board. The monitoring  
25 company shall provide quarterly reports to the Board regarding its review of Respondent's charts  
26 and patient records. Strategic Management Services, or other monitoring company, shall review  
27 10% of Respondent's patient charts each quarter, not to exceed fifty (50) charts per quarter and  
28 provide a report to the Board. Strategic Management Services, or other monitoring company, will

1 be reviewing all aspects of these patient charts, including legibility, completeness of records,  
2 clinical indications for surgery, and compliance with Nevada law regarding prescribing controlled  
3 substances;

4 ii. Respondent shall pay all costs associated with the monitoring of him  
5 and/or his practice conducted by Strategic Management Services or other monitoring company  
6 approved in the reasonable judgement of the Board; and

7 iii. This term of probation shall not be petitioned for removal by  
8 Respondent for a period of two (2) years following the Board's acceptance, adoption, and  
9 approval of this Agreement.

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

12 o. Respondent shall receive a Public Letter of Reprimand.

13 p. The remaining counts of the Complaints, and any other claims arising from  
14 the Board's corresponding investigative case file(s), in addition to investigative case file 24-  
15 24130, shall be dismissed with prejudice.

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.

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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 these Complaints. In the course of seeking Board acceptance, approval and adoption  
4 of 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 Complaints and any  
10 and all information of every nature whatsoever related to this matter. The IC and its counsel agree  
11 that 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 Complaints shall be dismissed with prejudice.

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

27           10.    **Binding Effect.** If approved by the Board, Respondent understands that this  
28 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). 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. Additionally, failure to pay any fines, costs, expenses or fees owed to the Board pursuant to this Agreement will result in immediate suspension pending resolution of any payment delinquency, unless within ten (10) calendar days of the payment due date, Respondent notifies the Board in writing of the

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1 inability to comply with the payment terms and requests to appear before the Board at the next  
2 regularly scheduled Board meeting to request a modification to the payment(s) ordered in this  
3 Agreement.

4 DATED this 15<sup>th</sup> day of May, 2025. DATED this 15<sup>th</sup> day of May, 2025.

5 INVESTIGATIVE COMMITTEE OF THE  
6 NEVADA STATE BOARD OF MEDICAL  
7 EXAMINERS


WOOD, SMITH, HENNING & BERMAN

8 By:   
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Attorney for Respondent

18 DATED this 15<sup>th</sup> day of May, 2025.

20 By:   
21 VINCENT PETER NALBONE, M.D.,  
22 Nevada License No.  
23 Respondent



OFFICE OF THE GENERAL COUNSEL

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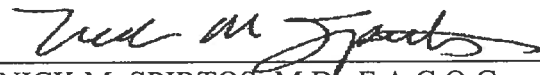
**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case Nos. 24-11896-1, 25-11896-1, 25-11896-2, 25-11896-3, 25-11896-4, 25-11896-5, and 25-11896-6) 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*