

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

3 * * * * *

4 **In The Matter of Charges and**)

5 **Complaint Against**)

6 **SYED NAEEM AHMED, M.D.,**)

7 **Respondent.**)
8)
9)

Case No. 07-9147-1
NO. _____

FILED 31 March 2008


for EXECUTIVE DIRECTOR

10 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

11 **THIS AGREEMENT** is entered into by and between the Investigative Committee (IC) of the
12 Nevada State Board of Medical Examiners (the Board) composed of Sohail U. Anjum, M.D, Chairman,
13 Donald S. Baepler, Ph.D., D.Sc., member, and S. Daniel McBride, M.D., member, by and through counsel
14 Lyn E. Beggs, Esq., and Syed Naeem Ahmed, M.D. (Respondent), by and through his counsel Maria
15 Nutile, Esq., as follows:

16 **WHEREAS**, on July 25, 2007, the Board's IC filed a formal complaint in the above referenced
17 matter charging Respondent with engaging in conduct that is grounds for discipline pursuant to the
18 Medical Practice Act (NRS Chapter 630) to wit: three counts of malpractice, four counts of failure to
19 maintain timely, legible, accurate and complete medical records, one count of continual failure to exercise
20 the skill or diligence or use the methods ordinarily exercised under the same circumstances by physicians
21 in good standing practicing in the same specialty or field; and

22 **WHEREAS**, Respondent has received and reviewed a copy of the complaint, understands it, and
23 has consulted with competent counsel Maria Nutile, Esq., concerning the nature and significance of the
24 complaint, and Respondent is fully advised concerning his rights and defenses to the complaint as well as
25 the possible sanctions that may be imposed if the Board finds and concludes that he has engaged in
26 conduct that is grounds for discipline pursuant to the Medical Practice Act; and

27 **WHEREAS**, Respondent understands and agrees that he has certain rights under the United States
28 Constitution and the Constitution of the state of Nevada, as well as under the Medical Practice Act
(NRS Chapter 630) and the Nevada Administrative Procedures Act (NRS Chapter 233B), including but

1 not limited to the right to a formal hearing on the charges against him, the right to representation by
2 counsel in the preparation and presentation of his defense, the right to confrontation and cross-examination
3 of witnesses against him, the right to present evidence and witnesses on his own behalf, the right to written
4 findings, conclusions and order regarding a final decision by the Board, and the right to judicial review of
5 any final decision by the Board that is adverse to him; and

6 **WHEREAS**, provided this Agreement is approved by the Board, Respondent agrees to waive all
7 of his rights under the United States Constitution, the Constitution of the state of Nevada, the Medical
8 Practice Act, and the Nevada Administrative Procedures Act, including but not limited to the right to a
9 hearing on the charges and written findings of fact, conclusions of law and order, and he agrees to settle
10 and resolve this matter of the complaint filed against him by way of, and in accordance with, this
11 Settlement, Waiver and Consent Agreement; and

12 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by and
13 between himself and the Board's Investigative Committee, and not with the Board, but that the
14 Investigative Committee will present this Agreement to the Board for consideration in open session at a
15 regularly-scheduled quarterly meeting, duly noticed, and that the Investigative Committee shall advocate
16 approval of this Agreement by the Board, but that the Board has the right to decide in its own discretion
17 whether or not to approve this Agreement; and

18 **WHEREAS**, Respondent and the Investigative Committee each understand and agree that if the
19 Board approves the terms, covenants and conditions of this Agreement, then the terms, covenants and
20 conditions enumerated below shall be binding and enforceable upon Respondent and the Board's
21 Investigative Committee; and

22 **WHEREAS**, Respondent has reviewed, understands and has discussed with counsel, all the
23 relevant facts and circumstances of this matter and after due consideration, Respondent concedes that he
24 committed malpractice as set forth in counts I and VI of the complaint and failed to maintain timely
25 legible, accurate and complete medical records as set forth in counts IV and VII.

26 **NOW THEREFORE**, in order to resolve the above-captioned case and charges brought against
27 Respondent by the Board's Investigative Committee in said matter, Respondent and the Investigative
28 Committee hereby agree to the following terms, covenants and conditions:

1 1. **Jurisdiction.** Respondent is, and at all times mentioned in the complaint filed in the
2 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada subject to the
3 jurisdiction of the Board to hear and adjudicate charges of violations of the Medical Practice Act
4 (NRS 630), and to impose sanctions as provided by the Act.

5 2. **Representation by Counsel.** Respondent is represented by counsel, Maria Nutile, Esq.,
6 whom Respondent covenants and agrees is fully capable, competent, and fully advised in these
7 circumstances, and Respondent further covenants and agrees that he enters into this Agreement knowingly,
8 willingly, and intelligently after full consultation with and upon the advice of counsel.

9 3. **Waiver of Rights.** Respondent covenants and agrees that he enters into this Agreement
10 knowingly, willingly, and intelligently with knowledge that he may consult with counsel prior to entering
11 into this Agreement. In connection with this Agreement, and the terms, covenants and conditions
12 contained herein, Respondent knowingly, willingly and intelligently, with the advice of above identified
13 counsel, waives all rights arising under or pursuant to the United States Constitution, the Constitution of
14 the state of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to him or that may
15 apply to him in connection with the proceeding regarding the complaint filed herein, the defense of said
16 complaint and the adjudication of the charges in said complaint, and Respondent further agrees that the
17 matter of the disciplinary action commenced by the filing of the complaint herein may be settled and
18 resolved in accordance with this Agreement without a hearing or any further proceeding, and without the
19 right to judicial review. In the event this Agreement is not approved by the Board, this Agreement shall
20 have no force and effect and Respondent shall have all rights arising under or pursuant to the United States
21 Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and NRS Chapter 233B that may
22 be available to him or that may apply to him in connection with the proceeding on the complaint filed
23 herein.

24 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and agrees
25 that the Board's Investigative Committee has a reasonable basis to believe that Respondent violated one or
26 more provisions of the Medical Practice Act.

27 5. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
28 proceedings pending against him without any further costs and expense of providing a defense to the

1 complaint, or to an amended complaint, Respondent hereby agrees, and does not contest, that an order may
2 be entered herein by the Board finding that Respondent engaged in conduct that is grounds for discipline
3 pursuant to the Medical Practice Act to wit: two counts of malpractice as set forth in counts I and VI of the
4 complaint, violations of NRS 630.301(4); and two counts of failure to maintain timely, legible, accurate
5 and complete medical records as set forth in count IV and VII of the complaint, a violation of NRS
6 630.3062(1); and ordering that Respondent's license to practice medicine shall be suspended for six (6)
7 months, said suspension to be stayed and Respondent shall be placed on twenty-four (24) months of
8 probation with the following conditions:

- 9 a. that Respondent shall be issued a public reprimand; and
- 10 b. that Respondent shall pay a fine of \$1000 to be paid within one hundred and eighty (180)
11 days of the acceptance, adoption and approval of this Agreement by the Board; and
- 12 c. that Respondent shall complete four (4) hours of continuing medical education (CME) on
13 the topic of medical record keeping and six (6) hours of CME regarding his specialty of practice.
14 Said CME credit to be pre-approved by the Investigative Committee Chair and to be completed
15 within the probationary period. Said CME shall be in addition to any other continuing medical
16 education required as a condition of licensure; and
- 17 d. that Respondent shall submit to random reviews of his medical charts within the
18 probationary period by a representative of the Board; and
- 19 e. that Respondent shall contact the Compliance Officer of the Nevada State Board of
20 Medical Examiners (hereinafter "Compliance Officer") within thirty (30) days of the approval
21 and acceptance of this Agreement in order to provide information regarding the most
22 expeditious method of contacting him;
- 23 f. that Respondent shall reimburse the Board the reasonable costs and expenses incurred in
24 the investigation and prosecution of this case, the current amount being \$1324.42 to be paid to the
25 Nevada State Board of Medical Examiners within one hundred and eighty (180) days of the
26 acceptance, adoption and approval of this Agreement by the Board. Furthermore, counts II, III,
27 V and VIII of the Complaint shall be dismissed.

1 6. Procedure for Adoption of Agreement. The Investigative Committee and counsel for
2 the Investigative Committee shall recommend approval and adoption of the terms, covenants and
3 conditions contained herein by the Board in resolution of the disciplinary proceedings pending herein
4 against Respondent pursuant to the complaint. In the course of seeking Board approval, adoption and/or
5 acceptance of this Agreement, counsel for the Investigative Committee may communicate directly with
6 the Board staff and members of the panel of the Board who would adjudicate this case if it were to go to
7 hearing. Respondent covenants and agrees that such contacts and communication may be made or
8 conducted ex parte, without notice or opportunity to be heard on his part or on the part of his counsel,
9 until the public Board meeting where this Agreement is discussed, and that such contacts and
10 communications may include, but not be limited to, matters concerning this Agreement, the complaint
11 and the allegation therein, any and all evidence that may exist in support of the complaint, and any and
12 all information of every nature whatsoever related to the complaint against Respondent. The IC and its
13 counsel agree that Respondent and his counsel may appear at the Board meeting where this Agreement
14 is discussed in order to respond to any and all questions that may be addressed to the IC or its counsel at
15 such meeting.

16 7. Board Approval Required. This Agreement will be placed on the next available Agenda
17 of a regularly-scheduled and duly-noticed quarterly Board meeting. It is expressly understood that this
18 Agreement will only become effective if the Board approves the recommendation of the Investigative
19 Committee for acceptance.

20 8. Effect of Acceptance of Agreement by Board. In the event the Board approves,
21 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
22 Investigative Committee will cause to be entered herein the Board's Order, accepting, adopting and
23 approving this Settlement, Waiver and Consent Agreement, ordering full compliance with the terms
24 herein and ordering that this case be closed, subject to the provisions in Section 5.

25 9. Effect of Rejection of Agreement by Board. In the event the Board does not approve,
26 accept and adopt the terms, covenants and conditions set out in this Agreement, this Agreement shall be
27 null, void, and of no further force and effect except as to the following covenant and agreement
28 regarding disqualification of adjudicating Board panel members. Respondent agrees that,

1 notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing that
2 occurs pursuant to efforts of the Investigative Committee or its counsel to seek acceptance and adoption
3 of this Agreement by the Board shall disqualify any member of the adjudicating panel of the Board from
4 considering the charges against Respondent and participating in the disciplinary proceedings in any role,
5 including adjudication of the case, and Respondent further agrees that he shall not seek to disqualify any
6 such member absent evidence of bad faith.

7 10. **Release From Liability.** In execution of this Agreement, the Respondent, for himself,
8 his executors, successors and assigns, hereby releases and forever discharges the state of Nevada, the
9 Board, the Nevada Attorney General, and each of their members, agents and employees in their
10 representative capacities, and in their individual capacities absent evidence of bad faith, from any and
11 all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands
12 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or
13 claim to have, against any or all of the persons or entities named in this paragraph arising out of or by
14 reason of this investigation, this disciplinary action, this settlement or its administration, in connection
15 with the complaint. The Investigative Committee hereby agrees to accept this Agreement in full
16 settlement of all claims related to the complaint, with the understanding that the final decision rests with
17 the Board.

18 11. **Binding Effect.** Respondent covenants and agrees that this Agreement is a binding and
19 enforceable contract upon Respondent and the Board's Investigative Committee, which contract may be
20 enforced in a court or tribunal having jurisdiction.

21 12. **Forum Selection Clause.** Respondent covenants and agrees that in the event either
22 party is required to seek enforcement of this Agreement in the district court, he consents to such
23 jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second Judicial District
24 Court of the State of Nevada in and for the County of Washoe.

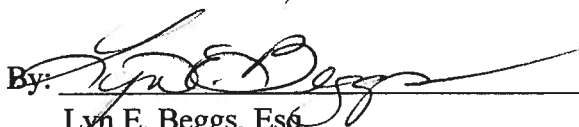
25 13. **Attorneys' Fees and Costs.** Respondent covenants and agrees that in the event an
26 action is commenced in the district court to enforce any provision of this Agreement, the prevailing
27 party shall be entitled to recover reasonable costs and attorneys' fees.

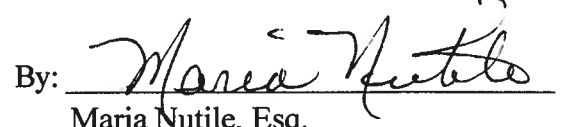
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1 14. **Failure to comply with terms.** In the event the Board enters its Order approving this
2 Agreement, should Respondent fail to comply with the terms recited herein, the Board shall impose the
3 stayed suspension of Respondent's license to practice medicine and would then have grounds, after
4 notice and a hearing, to take disciplinary action against Respondent for the subject's violation of an
5 Order of the Board in accordance with NRS 630.3065(2)(a).

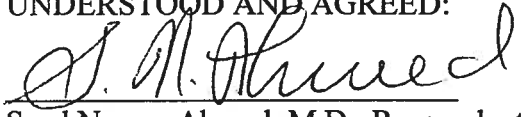
6 Dated this 7th day of March of 2008.

Dated this 5th day of March, 2008.

7
8 By: 
9 Lyn E. Beggs, Esq.
10 Attorney for the Investigative Committee
11 of the Nevada State Board of Medical
12 Examiners

By: 
Maria Nutile, Esq.
Attorney for Respondent

12 UNDERSTOOD AND AGREED:

13 
14 Syed Naeem Ahmed, M.D., Respondent

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16 Dated this 5th day of March 2008

1 IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved
2 and accepted by the Nevada State Board of Medical Examiners on the 28th day of March 2008, with the
3 final total amount of costs due of \$1,324.42.



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6 JAVAID ANWAR, President
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS
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