

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

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6 **In the Matter of Charges and**)
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8 **Complaint Against**)
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10 **AZBER ANSAR, M.D.,**)
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 Respondent.

Case No. 08-25112-1

FILED

NOV 06 2009

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

11 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

12 **THIS AGREEMENT** is hereby entered into by and between the Investigative Committee
13 (IC) of the Nevada State Board of Medical Examiners (Board), composed of Charles N. Held,
14 M.D., Chairman, Cindy Lamerson, M.D., Member, and Jean Stoess, M.A., Member, by and
15 through Edward Cousineau, General Counsel for the Nevada State Board of Medical Examiners,
16 and Azber Ansar, M.D. (Respondent), as follows:

17 **WHEREAS**, on September 12, 2008, the IC of the Board filed a formal complaint in the
18 above-referenced matter, charging Respondent with violations of the Medical Practice Act (NRS
19 Chapter 630), to wit: revocation, suspension, modification or limitation of a license to practice
20 medicine in another jurisdiction, a violation of NRS 630.301(3).

21 **WHEREAS**, Respondent has received a copy of the Complaint, reviewed it, understands
22 the nature and significance of the Complaint, and Respondent is fully advised concerning his rights
23 and defenses to the Complaint, as well as the possible sanctions that may be imposed if the Board
24 finds and concludes that he has violated one or more provisions of the Medical Practice Act; and

25 **WHEREAS**, Respondent understands and agrees that he has certain rights under the United
26 States Constitution and the Constitution of the state of Nevada, as well as under the Medical
27 Practice Act (NRS Chapter 630) and the Nevada Administrative Procedures Act (NRS Chapter
28 233B), including but not limited to the right to a formal hearing on the charges against him, the right

1 to representation by counsel in the preparation and presentation of his defense, the right to
2 confrontation and cross-examination of witnesses against him, the right to present evidence and
3 witnesses on his own behalf, the right to written findings, conclusions and order regarding a final
4 decision by the Board, and the right to judicial review of any final decision by the Board that is
5 adverse to him; and

6 **WHEREAS**, provided this Agreement is approved by the Board, Respondent agrees to
7 waive all of his rights under the United States Constitution, the Constitution of the state of Nevada,
8 the Medical Practice Act, and the Nevada Administrative Procedures Act, including but not limited
9 to the right to a hearing on the charges and written findings of fact, conclusions of law and order,
10 and he agrees to settle and resolve this matter of the formal complaint against him by way of, and in
11 accordance with, this 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 IC, and not with the Board, but that the IC will present this
14 Agreement to the Board for consideration in open session at a regularly-scheduled quarterly
15 meeting, duly noticed, and that the IC shall advocate approval of this Agreement by the Board, but
16 that the Board has the right to decide in its own discretion whether or not to approve this
17 Agreement; and;

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

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

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

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1 2. **Representation by Counsel.** Respondent acknowledges that he is not represented
2 by legal counsel and agrees that he enters into this Agreement knowingly, willingly, and
3 intelligently despite his non-retention of counsel.

4 3. **Waiver of Rights.** Respondent covenants and agrees that he enters into this
5 Agreement knowingly, willingly, and intelligently and that he has been afforded the opportunity to
6 consult with legal counsel prior to entering into this Agreement. In connection with this Agreement,
7 and the terms, covenants and conditions contained herein, Respondent knowingly, willingly and
8 intelligently, waives all rights arising under or pursuant to the United States Constitution, the
9 Constitution of the state of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available
10 to him or that may apply to him in connection with the proceeding on the complaint filed herein, the
11 defense of said complaint and the adjudication of the charges in said complaint, and Respondent
12 further agrees that the matter of the disciplinary action commenced by complaint herein may be
13 settled and resolved in accordance with this Agreement without a hearing or any further proceeding,
14 and without the right to judicial review.

15 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and
16 agrees that the Board's IC has a reasonable basis to believe that Respondent violated one or more
17 provisions of the Medical Practice Act.

18 5. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
19 proceedings pending against him without any further cost and expense of providing a defense to the
20 complaint, Respondent hereby agrees that an order may be entered herein by the Board against him,
21 finding that Respondent has violated the Medical Practice Act to wit: revocation, suspension,
22 modification or limitation of his California license to practice medicine, a violation of
23 NRS 630.301(3), that Respondent shall be publicly reprimanded, that Respondent be fined in the
24 amount of \$500.00, and that Respondent agrees to pay the costs of investigation and prosecution
25 of this matter in the current amount of \$863.73, along with the costs to conclude the matter, if
26 any, within sixty (60) days of the Board's acceptance and approval of this Agreement;

27 6. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
28 recommend approval and adoption of the terms, covenants and conditions contained herein by the

1 Board in resolution of the disciplinary proceedings pending herein against Respondent pursuant
2 to the formal complaint. In the course of seeking Board approval, adoption and/or acceptance of
3 this Agreement, counsel for the IC may communicate directly with the Board staff and members
4 of the panel of the Board who would adjudicate this case if it were to go to hearing. Respondent
5 covenants and agrees that such contacts and communication may be made or conducted ex parte,
6 without notice or opportunity to be heard on his part or on the part of his counsel, and that such
7 contacts and communications may include, but not be limited to, matters concerning this
8 Agreement, the complaint, the allegations in the complaint, any and all evidence that may exist in
9 support of the complaint, and any and all information of every nature whatsoever related to the
10 complaint against Respondent.

11 7. **Board Approval Required.** This Agreement will be placed on the next available
12 Agenda of a regularly scheduled and duly noticed quarterly Board meeting. It is expressly
13 understood that this Agreement will only become effective if the Board approves the
14 recommendation of the IC for acceptance.

15 8. **Effect of Acceptance of Agreement by Board.** In the event the Board approves,
16 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
17 IC will cause to be entered herein the Board's Order finding Respondent violated NRS
18 630.301(3), which states that the revocation, suspension, modification or limitation of a license to
19 practice medicine by another jurisdiction is grounds for discipline, when his California license to
20 practice medicine was suspended and/or modified.

21 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not
22 approve, accept and adopt the terms, covenants and conditions set out in this Agreement, this
23 Agreement shall be null, void, and of no further force and effect except as to the following
24 covenant and agreement regarding disqualification of adjudicating Board panel members.
25 Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing
26 contained herein and nothing that occurs pursuant to efforts of the IC or its counsel to seek
27 acceptance and adoption of this Agreement by the Board shall disqualify any member of the
28 adjudicating panel of the Board from considering the charges against Respondent and

1 participating in the disciplinary proceedings in any role, including adjudication of the case, and
2 Respondent further agrees that he shall not seek to disqualify any such member absent evidence
3 of bad faith.

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

15 11. **Binding Effect.** Respondent covenants and agrees that this Agreement is a
16 binding and enforceable contract upon Respondent and the Board's IC, which contract may be
17 enforced in a court or tribunal having jurisdiction.

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

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

25 14. **Failure to comply with terms.** In the event the Board enters its Order approving
26 this Agreement, should Respondent fail to comply with the terms recited herein, the Board would
27 then have grounds, after notice and a hearing, to take disciplinary action against Respondent in

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1 addition to that included herein for the subject's violation of an Order of the Board in accordance
2 with NRS 630.3065(2)(a).

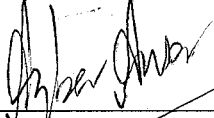
3 Dated this 25th day of August, 2009.

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6 Edward Cousineau,
7 Attorney for the Investigative Committee
8 of the Nevada State Board of Medical Examiners

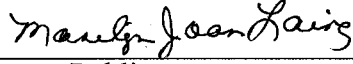
9 I am in agreement with all of the terms of the foregoing Settlement, Waiver and Consent
10 Agreement signed on the 25th day of August, 2009, by Edward Cousineau, Attorney for the
11 Investigative Committee of the Nevada State Board of Medical Examiners.

12 Dated this 2nd day of SEPTEMBER 2009.

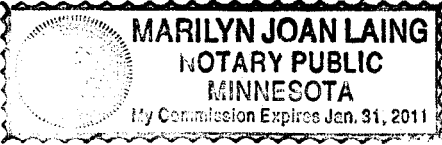
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14 _____
15 Azber Ansar, M.D.
16 Respondent

Signature of Azber Ansar, M.D.
subscribed and sworn to before me
this 2nd day of September 2009.

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18 _____
19 Notary Public



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1 **IT IS HEREBY ORDERD** that the foregoing Settlement, Waiver and Consent Agreement is
2 approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of
3 November 2009, with the final total amount of costs due of \$1,545.00.

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5 Benjamin J. Rodriguez, M.D., Vice-President
6 Nevada State Board of Medical Examiners

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