BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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In The Matter of Charges and Complaint Against
ABDEL KHALEK, M.D.,
Respondent.

Case No. 10-8734-1
FILED
MAR 14 2011
NEVADA STATE BOARD OF MEDICAL EXAMINERS
By:

SETTLEMENT, WAIVER AND CONSENT AGREEMENT

THIS AGREEMENT is hereby entered into by and between the Investigative Committee (IC) of the Nevada State Board of Medical Examiners (the Board), composed of Charles N. Held, M.D., Chairman, Theodore B. Berndt, M.D., Member, and Valerie J. Clark, Member, by and through Bradley O. Van Ry, Deputy General Counsel, and Abdel Khalek, M.D. (Respondent), as follows:

WHEREAS, on October 7, 2010, the Board’s IC filed a Complaint in the above referenced matter charging Respondent with engaging in conduct that is grounds for discipline pursuant to the Medical Practice Act (NRS Chapter 630 and NAC Chapter 630) to wit: the failure to maintain timely, legible, accurate and complete medical records relating to the diagnosis, treatment and care of a patient, a violation of NRS §630.3062(1).

WHEREAS, Respondent is represented by John J. Savage, Esq. of John H. Cotton & Associates, LTD., and has received and reviewed a copy of the Complaint, understands the nature and significance of the Complaint and is fully advised concerning his rights and defenses to the Complaint as well as the possible sanctions that may be imposed if the Board finds and concludes that he has engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act and after due consideration concedes that he his conduct violated NRS §630.3062(1) of the Medical Practice Act as set forth above and as set forth in count I of the Complaint; and,
WHEREAS, Respondent understands and agrees that this Agreement is entered into by
and between himself and the Board’s Investigative Committee, and not with the Board, but that the
Investigative Committee will present this Agreement to the Board for consideration in open
session at a Board meeting, appropriately noticed, and that the Investigative Committee shall
advocate approval of this Agreement by the Board, but that the Board has the right to decide in its
own discretion whether or not to approve this Agreement; and,

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

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

1. Consent to Entry of Order. In order to resolve the matter of these disciplinary
proceedings pending against him without any further costs and expense of providing a defense to
the Complaint or to any amended complaints, Respondent hereby agrees to not contest an order
being entered herein by the Board that Respondent engaged in conduct that is grounds for
discipline pursuant to the Medical Practice Act to wit:

One count of the failure to maintain timely, legible, accurate and complete medical records
relating to the diagnosis, treatment and care of a patient, a violation of NRS §630.3062(1) as set
forth in the Complaint, and ordering that Respondent be issued a public reprimand and shall pay
a fine of $2,500.00.

Furthermore, Respondent shall be ordered to reimburse the Board the reasonable costs
and expenses incurred in the investigation and prosecution of this case, the current amount being
$2,084.06, along with the costs to conclude the matter, if any. The costs and fines shall be paid
to the Nevada State Board of Medical Examiners within thirty (30) days of the Board’s
acceptance and approval of this Agreement.
Additionally, should Respondent renew his license to practice medicine, he shall be 
ordered to participate in, and complete, a continuing medical education (CME) class(es) of six 
(6) credits concerning medical records and billing as part of the 20 CME credits required to 
maintain licensure in the state of Nevada.

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

3. **Representation by Counsel.** Respondent is represented by John J. Savage, Esq. of 
John Cotton & Associates, LTD. in this matter. Respondent acknowledges and agrees that he 
enters into this agreement knowingly, willingly and intelligently after full consultation with 
counsel.

4. **Waiver of Rights.** Respondent covenants and agrees that he enters into this 
Agreement knowingly, willingly, and intelligently after consultation with counsel prior to entering 
into this Agreement. In connection with this Agreement, and the terms, covenants and conditions 
contained herein, Respondent knowingly, willingly and intelligently, waives all rights arising under 
or pursuant to the United States Constitution, the Constitution of the state of Nevada, NRS Chapter 
630 and NRS Chapter 233B that may be available to Respondent or that may apply to Respondent 
in connection with the proceeding regarding the Complaint filed herein, the defense of said 
Complaint and the adjudication of the charges in said Complaint, and Respondent further agrees 
that the matter of the disciplinary action commenced by the filing of the complaint herein may be 
settled and resolved in accordance with this Agreement without a hearing or any further 
proceeding, and without the right to judicial review. In the event this Agreement is not approved by 
the Board, this Agreement shall have no force and effect and Respondent shall have all rights 
arising under or pursuant to the United States Constitution, the Constitution of the State of Nevada, 
NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or that may apply 
to Respondent in connection with the proceeding on the complaint filed herein.
5. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and agrees that the Board’s Investigative Committee has a reasonable basis to believe that Respondent violated one or more provisions of the Medical Practice Act.

6. **Procedure for Adoption of Agreement.** It is expressly understood that this Agreement will only become effective if the Board approves the recommendation of the Investigative Committee for acceptance. The Investigative Committee and counsel for the Investigative Committee shall recommend approval of the terms, covenants and conditions contained herein by the Board in resolution of the disciplinary proceedings pending herein against Respondent pursuant to the Complaint. In the course of seeking Board approval of this Agreement, counsel for the Investigative Committee may communicate directly with the Board staff and members of the panel of the Board who would adjudicate this case if it were to go to hearing. Respondent covenants and agrees that such contacts and communication may be made or conducted ex parte, without notice or opportunity to be heard on his part or on the part of his counsel, if any, until the public Board meeting where this Agreement is discussed, and that such contacts and communications may include, but not be limited to, matters concerning this Agreement, the Complaint and the allegations therein, any and all evidence that may exist in support of the Complaint, and any and all information of every nature whatsoever related to the complaint against Respondent. The Investigative Committee and its counsel agree that Respondent and his counsel, if any, may appear at the Board meeting where this Agreement is discussed in order to respond to any and all questions that may be addressed to the Investigative Committee or its counsel at such meeting.

7. **Effect of Acceptance of Agreement by Board.** In the event the Board approves the terms, covenants and conditions set out in this Agreement, counsel for the Investigative Committee will cause to be entered herein the Board’s Order approving this Settlement, Waiver and Consent Agreement, ordering full compliance with the terms herein and ordering that this case be closed, subject to the provisions in Paragraph 1.

8. **Effect of Rejection of Agreement by Board.** In the event the Board does not approve the terms, covenants and conditions set out in this Agreement, this Agreement shall be
null, void, and of no further force and effect except as to the following covenant and agreement regarding disqualification of adjudicating Board panel members. Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing that occurs pursuant to efforts of the Investigative Committee or its counsel to seek acceptance and adoption of this Agreement by the Board shall disqualify any member of the adjudicating panel of the Board from considering the charges against Respondent and participating in the disciplinary proceedings in any role, including adjudication of the case, and Respondent further agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

9. **Release From Liability.** In execution of this Agreement, the Respondent, for himself, his executors, successors and assigns, hereby releases and forever discharges the state of Nevada, the Board, the Nevada Attorney General, and each of their members, agents and employees in their representative capacities, and in their individual capacities absent evidence of bad faith, 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 or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this settlement or its administration, in connection with the complaint. The Investigative Committee hereby agrees to accept this Agreement in full settlement of all claims related to the complaint, with the understanding that the final decision rests with the Board.

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

11. **Forum Selection Clause.** Respondent covenants and agrees that in the event either party is required to seek enforcement of this Agreement in the district court, he consents to such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second Judicial District Court of the State of Nevada in and for the County of Washoe.
12. **Attorneys’ Fees and Costs.** Respondent covenants and agrees that in the event an action is commenced in the district court to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys’ fees.

13. **Failure to comply with terms.** In the event the Board enters its Order approving this Agreement, upon receipt of credible information that Respondent has failed to comply with any term or condition of this Order, the Board shall be authorized to immediately suspend Respondent’s license until Respondent complies with the term or condition. Failure to comply with the terms recited herein may result in additional disciplinary action being initiated against Respondent for a violation of an Order of the Board in accordance with NRS §630.3065(2)(a). Furthermore, any failure to pay any fine, fee, or cost ordered herein will also result in such legal action as determined to be necessary to collect the unpaid fine, fee, or cost.

Dated this 2nd day of March of 2011.  Dated this 24th day of February, 2011.

By: Bradley O. Van Ry, Esq.  By: John J. Savage, Esq.
Attorney for the Investigative Committee  John H. Cotton & Associates, LTD.
Attorney for Respondent

Read and understood by:

By: Abdel Khalek, M.D.
IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 11th day of March 2011, with the final total amount of costs due of $2,084.06.

[Signature]

Benjamin J. Rodriguez, M.D., Vice President
NEVADA STATE BOARD OF MEDICAL EXAMINERS