BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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In The Matter of Charges and

Complaint Against

RALPH TINGHAN HO, M.D.,

Respondent.

Case No. 12-20171-1

FILED

JUN 8 2012

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 Theodore B. Berndt, M.D., Chairman, Valerie J. Clark, BSN, RHU, LUTCF, Member, and Michael J. Fischer, M.D., Member, in the above-captioned matter, by and through Bradley O. Van Ry, Esq., Deputy General Counsel for the Board and counsel for the IC, and Ralph Tingham Ho, M.D. (Respondent), by and through counsel Edward J. Lemons, Esq., as follows:

WHEREAS, on January 20, 2012, the Board’s IC filed a formal Complaint in the above-referenced matter charging Respondent with engaging in conduct that is grounds for discipline pursuant to the Nevada Medical Practice Act, i.e., Chapter 630 of the Nevada Revised Statutes (NRS), to wit: Count I, one count of any disciplinary action, including, without limitation, the revocation, suspension, modification or limitation of a license to practice any type of medicine, taken by another state, a violation of NRS Section 630.301(3); Count II, one count of the failure by a licensee to report in writing, within 30 days, any disciplinary action taken against the licensee by another state, a violation of NRS 630.306(11); and,

WHEREAS, Respondent has received a copy of the formal Complaint, reviewed it, understands it, and has had ample opportunity to consult with his counsel concerning the nature
and significance of the formal Complaint and Respondent is fully aware concerning his rights and
defenses to the formal Complaint, as well as the possible sanctions that may be imposed if the
Board finds and concludes that he has violated one or more provisions of the
Medical Practice Act, and after due consideration concedes that he engaged in conduct which is in
violation of the Medical Practice Act as set forth in Count I; and,

WHEREAS, Respondent understands and agrees that this Agreement is entered into by
and between himself and the Board’s IC, and not with the Board, but that the IC will present this
Agreement to the Board for consideration in open session at a meeting duly noticed and scheduled,
and that the IC 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 understands and agrees 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 him.

NOW THEREFORE, in order to resolve this matter and all charges alleged by the
Board’s IC in the above-captioned matter, Respondent and the IC hereby agree to the following
terms, covenants and conditions:

1. **Jurisdiction.** Respondent is, and at all times mentioned in the formal 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.

2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**

   Respondent is represented by legal counsel in this matter and has had ample opportunity to
review this Agreement, the formal Complaint filed in this matter and the related factual basis with
said legal counsel, Edward J. Lemons, Esq. Respondent covenants and agrees that he enters into
this Agreement knowingly, willingly, and intelligently.

3. **Waiver of Rights.** In connection with this Agreement, and the terms, covenants
and conditions contained herein, and the understanding that 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, NRS Chapter 233B, and any other statutory
rights that may be available to him or that may apply to him in connection with the proceedings on
the formal Complaint filed herein, the defense of said formal Complaint and the adjudication of
the charges in said formal Complaint, Respondent further agrees that the matter of the formal
Complaint herein may be settled and resolved in accordance with this Agreement without a
hearing or any further proceedings, 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 shall
be void ab initio, 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, NRS Chapter 233B, and any other statutory rights that may be available to him or that may apply
to him in connection with the proceeding on the formal Complaint filed herein.

4. **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
formal Complaint, Respondent hereby agrees that the Board may issue an Order finding that
Respondent has engaged in conduct that is grounds for discipline pursuant to the
Nevada Medical Practice Act, to wit: discipline having been taken against his medical license by
another state, as set forth in Count I of the formal Complaint, a violation of NRS 630.301(3); and
ordering that:

a. Respondent shall be on probation in Nevada, said probation to run
concurrently and end after the Board's receipt of verification of successful completion of his
probation in North Dakota. Respondent shall execute a release form in favor of the Board
pertaining to his current probation with the North Dakota Board of Medical Examiners within
thirty (30) days of the Board’s acceptance and approval of this Agreement;

b. Respondent shall be issued a public reprimand;

c. Pursuant to NRS §622.400, Respondent shall reimburse the sum of
$559.73, the current amount of the costs incurred by the Board to investigate and prosecute this
matter, along with the costs to conclude the matter, if any. The costs shall be paid to the

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7. **Effect of Acceptance of Agreement by Board.** In the event the Board approves, accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the IC will cause to be entered herein the Board’s Order accepting, adopting and 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 4.

8. **Effect of Rejection of Agreement by Board.** In the event the Board does not approve, accept and adopt 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 IC 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 proceeding in any role, including adjudication of the case. Respondent further agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

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

10. **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.

11. **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 costs and reasonable attorneys’ fees.

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12. **Failure to comply with terms.** In the event the Board enters its Order approving this Agreement, should Respondent fail to comply with the terms recited herein, the Board would then have grounds, after notice and a hearing, to take disciplinary action against Respondent in addition to that included herein for the subject's violation of an Order of the Board in accordance with NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the Board for monies agreed to be paid as a condition of settlement may subject Respondent to civil collection efforts.

Dated this \_\_\_ day of May, 2012. \hspace{1cm} Dated this \_\_\_ day of May, 2012.

By: \hspace{1cm} By:

Bradley O. Van Ry, Esq. \hspace{1cm} Edward J. Lemon, Esq.
Attorney for the Investigative Committee \hspace{1cm} Attorney for Respondent

UNDERSTOOD AND AGREED:

\[\text{Signature}\]

Ralph Tinghan Ho, M.D., Respondent

Dated this \_\_\_ day of May, 2012.
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 8th day of June 2012, with the final total amount of costs due of $559.73.

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