

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

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5 **In The Matter of Charges and** ) **Case No. 12-20171-1**  
6 **Complaint Against** )  
7 **RALPH TINGHAN HO, M.D.,** )  
8 **Respondent.** )

**FILED**

**JUN -8 2012**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

10  
11 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

12 **THIS AGREEMENT** is hereby entered into by and between the  
13 Investigative Committee ("IC") of the Nevada State Board of Medical Examiners (the "Board")  
14 composed of Theodore B. Berndt, M.D., Chairman, Valerie J. Clark, BSN, RHU, LUTCF,  
15 Member, and Michael J. Fischer, M.D., Member, in the above-captioned matter, by and through  
16 Bradley O. Van Ry, Esq., Deputy General Counsel for the Board and counsel for the IC, and  
17 Ralph Tinghan Ho, M.D. (Respondent), by and through counsel Edward J. Lemons, Esq., as  
18 follows:

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

27 **WHEREAS**, Respondent has received a copy of the formal Complaint, reviewed it,  
28 understands it, and has had ample opportunity to consult with his counsel concerning the nature

1 and significance of the formal Complaint and Respondent is fully aware concerning his rights and  
2 defenses to the formal Complaint, as well as the possible sanctions that may be imposed if the  
3 Board finds and concludes that he has violated one or more provisions of the  
4 Medical Practice Act, and after due consideration concedes that he engaged in conduct which is in  
5 violation of the Medical Practice Act as set forth in Count I; and,

6 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by  
7 and between himself and the Board's IC, and not with the Board, but that the IC will present this  
8 Agreement to the Board for consideration in open session at a meeting duly noticed and scheduled,  
9 and that the IC shall advocate approval of this Agreement by the Board, but that the Board has the  
10 right to decide in its own discretion whether or not to approve this Agreement; and,

11 **WHEREAS**, Respondent understands and agrees that if the Board approves the terms,  
12 covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated  
13 below shall be binding and enforceable upon him.

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

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

21 **2. Representation by Counsel/Knowing, Willing and Intelligent Agreement**.  
22 Respondent is represented by legal counsel in this matter and has had ample opportunity to  
23 review this Agreement, the formal Complaint filed in this matter and the related factual basis with  
24 said legal counsel, Edward J. Lemons, Esq. Respondent covenants and agrees that he enters into  
25 this Agreement knowingly, willingly, and intelligently.

26 **3. Waiver of Rights**. In connection with this Agreement, and the terms, covenants  
27 and conditions contained herein, and the understanding that Respondent knowingly, willingly and  
28 intelligently waives all rights arising under or pursuant to the United States Constitution, the

1 Constitution of the state of Nevada, NRS Chapter 630, NRS Chapter 233B, and any other statutory  
2 rights that may be available to him or that may apply to him in connection with the proceedings on  
3 the formal Complaint filed herein, the defense of said formal Complaint and the adjudication of  
4 the charges in said formal Complaint, Respondent further agrees that the matter of the formal  
5 Complaint herein may be settled and resolved in accordance with this Agreement without a  
6 hearing or any further proceedings, and without the right to judicial review. In the event this  
7 Agreement is not approved by the Board, this Agreement shall have no force and effect and shall  
8 be *void ab initio*, and Respondent shall have all rights arising under or pursuant to the United  
9 States Constitution, the Constitution of the state of Nevada, NRS Chapter 630,  
10 NRS Chapter 233B, and any other statutory rights that may be available to him or that may apply  
11 to him in connection with the proceeding on the formal Complaint filed herein.

12 **4. Consent to Entry of Order.** In order to resolve the matter of these disciplinary  
13 proceedings pending against him without any further costs and expense of providing a defense to the  
14 formal Complaint, Respondent hereby agrees that the Board may issue an Order finding that  
15 Respondent has engaged in conduct that is grounds for discipline pursuant to the  
16 Nevada Medical Practice Act, to wit: discipline having been taken against his medical license by  
17 another state, as set forth in Count I of the formal Complaint, a violation of NRS 630.301(3); and  
18 ordering that:

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

24 b. Respondent shall be issued a public reprimand;

25 c. Pursuant to NRS §622.400, Respondent shall reimburse the sum of  
26 \$559.73, the current amount of the costs incurred by the Board to investigate and prosecute this  
27 matter, along with the costs to conclude the matter, if any. The costs shall be paid to the

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1           7.     **Effect of Acceptance of Agreement by Board.** In the event the Board approves,  
2 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the  
3 IC will cause to be entered herein the Board's Order accepting, adopting and approving this  
4 Settlement, Waiver and Consent Agreement, ordering full compliance with the terms herein and  
5 ordering that this case be closed, subject to the provisions in Paragraph 4.

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

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

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

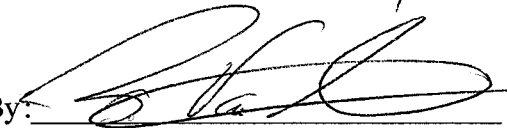
23           11.    **Attorneys' Fees and Costs.** Respondent covenants and agrees that in the event an  
24 action is commenced in the district court to enforce any provision of this Agreement, the  
25 prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

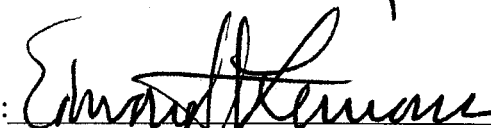
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1           **12.    Failure to comply with terms.** In the event the Board enters its Order approving  
2 this Agreement, should Respondent fail to comply with the terms recited herein, the Board would  
3 then have grounds, after notice and a hearing,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

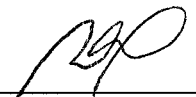
8 Dated this 1<sup>st</sup> day of May 2012.

Dated this 1<sup>st</sup> day of May, 2012.

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10 By:   
11       Bradley O. Van Ry, Esq.  
12       Attorney for the Investigative Committee

By:   
Edward J. Lemons, Esq.  
Attorney for Respondent

13 UNDERSTOOD AND AGREED:

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Ralph Tinghan Ho, M.D., Respondent

17 Dated this 1 day of May, 2012.

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**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 8<sup>th</sup> day of June 2012, with the final total amount of costs due of \$559.73.



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