

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

3 * * * * *

4 **In The Matter of Charges and**)
5)

Case No. 10-12651-1

6 **Complaint Against**)

FILED

7 **STEVE WONG, M.D.,**)

JUN 28 2012

8 **Respondent.**)
9)
10)

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

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 Steve Wong, M.D. (Respondent), by and through counsel, Keith A. Weaver, Esq., as follows:

18 **WHEREAS**, on June 29, 2011, the Board's IC filed a First Amended Complaint in the
19 above-referenced matter charging Respondent with engaging in conduct that is grounds for
20 discipline pursuant to the Nevada Medical Practice Act, i.e., Chapter 630 of the Nevada Revised
21 Statutes (NRS), to wit: malpractice, as defined by NAC 630.040 and as set forth in Count I of the
22 First Amended Complaint, a violation of NRS 630.301(4); the failure to maintain timely, legible,
23 accurate and complete medical records relating to the diagnosis, treatment and care of a patient, as
24 set forth in Count II of the First Amended Complaint, a violation of NRS 630.3062(1); obtaining,
25 maintaining or renewing or attempting to obtain, maintain or renew a license to practice medicine
26 by misrepresentation or by any false, misleading, inaccurate or incomplete statement, as set forth in
27 Count III of the First Amended Complaint, a violation of NRS 630.304(1); engaging in conduct
28 that brings the medical profession into disrepute, as set forth in Count IV of the First Amended

1 Complaint, a violation of NRS 630.301(9); and engaging in any conduct which is intended to
2 deceive, as set forth in Count V of the First Amended Complaint, a violation of NRS
3 630.306(2)(a); and,

4 **WHEREAS**, Respondent has received a copy of the First Amended Complaint, reviewed
5 it, understands it, and has had ample opportunity to consult with his counsel concerning the nature
6 and significance of the First Amended Complaint and Respondent is fully aware concerning his
7 rights and defenses to the First Amended Complaint, as well as the possible sanctions that may be
8 imposed if the Board finds and concludes that he has violated one or more provisions of the
9 Medical Practice Act; and,

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

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

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

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

26 **2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
27 Respondent is represented by legal counsel in this matter and has had ample opportunity to
28 review this Agreement, the First Amended Complaint filed in this matter and the related factual

1 basis with his legal counsel, Keith A. Weaver, Esq. Respondent covenants and agrees that he
2 enters into this Agreement knowingly, willingly, and intelligently.

3 **3. Waiver of Rights.** In connection with this Agreement, and the terms, covenants
4 and conditions contained herein, and the understanding that Respondent knowingly, willingly and
5 intelligently waives all rights arising under or pursuant to the United States Constitution, the
6 Constitution of the state of Nevada, NRS Chapter 630, NRS Chapter 233B, and any other
7 statutory rights that may be available to him or that may apply to him in connection with the
8 proceedings on the First Amended Complaint filed herein, the defense of said First Amended
9 Complaint and the adjudication of the charges in said First Amended Complaint. Respondent
10 further agrees that the matter of the First Amended Complaint herein may be settled and resolved in
11 accordance with this Agreement without a hearing or any further proceedings, and without the
12 right to judicial review.

13 In the event this Agreement is not approved by the Board, this Agreement shall have no
14 force and effect and shall be *void ab initio*, and Respondent shall have all rights arising under or
15 pursuant to the United States Constitution, the Constitution of the state of Nevada, NRS Chapter
16 630, NRS Chapter 233B, and any other statutory rights that may be available to him or that may
17 apply to him in connection with the proceeding on the First Amended Complaint filed herein.

18 **4. Consent to Entry of Order.** Respondent concedes only that the Board has
19 sufficient evidence to proceed with its First Amended Complaint against him, but does not concede
20 or admit to such allegations, which he expressly denies, and which, but for his desire to reach this
21 compromise, he would contest at the formal hearing of this matter. Accordingly, in order to
22 resolve the matter without incurring further costs and expense of providing a defense to the First
23 Amended Complaint or to any other further amended complaint, and in exchange for the waiver of
24 the Respondent's foregoing rights, Respondent has entered into this Agreement¹.

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27 ¹ All admissions made by Respondent are solely for final disposition of this matter and any subsequent related
28 administrative proceedings or civil litigation involving the Board and Respondent. Therefore, said admissions by
Respondent are not intended or made for any other use, such as in the context of another state or federal government
regulatory agency proceeding, state or federal civil or criminal court proceeding, or any other state or federal court
proceeding, or any credentialing or privileges matter.

1 Respondent, therefore, agrees that the Board may issue an Order finding that Respondent
2 has engaged in conduct that is grounds for discipline pursuant to the Nevada Medical Practice Act,
3 to wit: the failure to maintain timely, legible, accurate and complete medical records relating to the
4 diagnosis, treatment and care of Patient A, as set forth in Count II of the First Amended Complaint,
5 a violation of NRS 630.3062(1); and by Respondent's incomplete and inaccurate answer(s) on six
6 (6) successive applications for licensure or renewal with the Nevada State Board of Medical
7 Examiners from 2001 to 2009, as set forth in Count III of the First Amended Complaint, a
8 violation of NRS 630.304(1); and ordering that:

9 a. Respondent shall be issued a formal written public reprimand with language
10 that is synonymous with the terms of this Agreement;

11 b. Respondent shall make a donation of \$5,000.00 to a charity to be mutually
12 agreed upon by the parties and that shall be paid within ninety (90) days of the Board's acceptance
13 and approval of this Agreement;

14 c. Pursuant to NRS §622.400, Respondent shall reimburse the sum of
15 \$8,752.52, the current amount of the costs incurred by the Board to investigate and prosecute this
16 matter, along with the costs to conclude the matter, if any. The costs shall be paid to the Nevada
17 State Board of Medical Examiners within ninety (90) days of the Board's acceptance and approval
18 of this Agreement;

19 d. The terms of this Agreement shall be reported as required by law; and

20 e. The Board shall dismiss Counts I, IV and V of the First Amended
21 Complaint.

22 **5. Release From Liability.** In execution of this Agreement, the Respondent, for
23 himself, his executors, successors and assigns, hereby releases and forever discharges the state of
24 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and
25 employees in their representative capacities, and in their individual capacities, from any and all
26 manner of actions, causes of action, suits, debts, judgments, executions, claims and demands
27 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have
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1 or claim to have, against any or all of the persons or entities named in this paragraph arising out of
2 or by reason of this investigation, this Agreement or its administration.

3 **6. Procedure of Adoption of Agreement.** The IC and counsel for the IC shall
4 recommend approval and adoption of the terms, covenants and conditions contained herein by the
5 Board in resolution of the First Amended Complaint pending herein against Respondent. In the
6 course of seeking Board approval, adoption and/or acceptance of this Agreement, counsel for the
7 IC may communicate directly with Board staff and members of the panel of the Board who would
8 adjudicate this case if it were to go to hearing.

9 Respondent acknowledges that such contacts and communication may be made or
10 conducted ex parte, without notice or opportunity to be heard on his part or on the part of his
11 counsel until the public Board meeting where this Agreement is discussed, and that such contacts
12 and communications may include, but not be limited to, matters concerning this Agreement, the
13 First Amended Complaint, and any and all information of every nature whatsoever related to the
14 First Amended Complaint or the proceedings herein against Respondent. The IC and its counsel
15 agree that Respondent and/or his counsel may appear at the Board meeting where this Agreement
16 is discussed, and if requested, respond to any questions that may be addressed to the IC or its
17 counsel.

18 **7. Effect of Acceptance of Agreement by Board.** In the event the Board approves,
19 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
20 IC will cause to be entered herein the Board's Order accepting, adopting and approving this
21 Settlement, Waiver and Consent Agreement, ordering full compliance with the terms herein and
22 ordering that this case be closed.

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

1 acceptance and adoption of this Agreement by the Board shall disqualify any member of the
2 adjudicating panel of the Board from considering the charges against Respondent and participating
3 in the disciplinary proceeding in any role, including adjudication of the case. Respondent further
4 agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

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

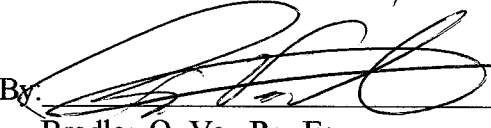
9 **10. Forum Selection Clause.** Respondent covenants and agrees that in the event either
10 party is required to seek enforcement of this Agreement in the district court, he consents to such
11 jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the
12 Second Judicial District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


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

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

23 Dated this 17th day of May, 2012.

Dated this 15th day of May, 2012.

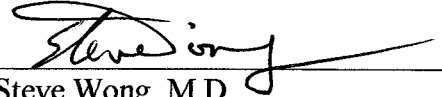
24
25 By: 
26 Bradley O. Van Ry, Esq.
27 Attorney for the Investigative Committee

By: 
Keith A. Weaver, Esq.
Attorney for Respondent

Read and understood by:

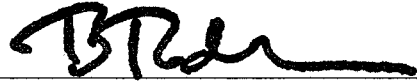
Dated this 15th day of May, 2012.

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By: 
Steve Wong, M.D.

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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 8th day of June 2012, with the final total amount of costs due of \$8,752.52.



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