

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

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6 **In the Matter of Charges and**)
7)
8 **Complaint Against**)
9 **JOHN A. ANSON M.D.,**)
10 **Respondent.**)
11 _____)

Case No. 13-11582-1

FILED

DEC - 8 2014

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**

By: 

12 **SETTLEMENT AGREEMENT**

13 **THIS AGREEMENT** is hereby entered into by and between the Investigative Committee
14 (IC) of the Nevada State Board of Medical Examiners (Board), composed of Beverly A. Neyland,
15 M.D., Bashir Chowdhry, M.D., and Sandy Peltyn, in the above-captioned matter, by and through
16 Erin L. Albright, Esq., Board General Counsel and attorney for the IC, and John A. Anson, M.D.
17 (Respondent), by and through his counsel, Keith Weaver, Esq., as follows:

18 **WHEREAS**, on September 27, 2013, the Board's IC filed a Complaint in the above-
19 captioned matter charging Respondent with engaging in conduct that is grounds for discipline
20 pursuant to the Nevada Medical Practice Act (MPA), i.e., Chapter 630 of the Nevada Revised
21 Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC), to wit: Count I, one
22 count of malpractice, as defined by NAC 630.040, a violation of NRS 630.301(4); and

23 **WHEREAS**, Respondent has received a copy of the Complaint, reviewed it, understands
24 it, and consulted with competent counsel, Keith Weaver, Esq., concerning the nature and
25 significance of the Complaint. Respondent is fully advised concerning his rights and defenses to
26 the Complaint, as well as the possible sanctions that may be imposed if the Board finds and
27 concludes that he violated one or more provisions of the MPA; and

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1 **WHEREAS**, Respondent understands and agrees that he has certain rights under the
2 United States Constitution and the Constitution of the state of Nevada, as well as under the MPA
3 and the Nevada Administrative Procedures Act (NRS Chapter 233B), including, but not limited to,
4 the right to a formal hearing on the charges against him, the right to representation by counsel in
5 the preparation and presentation of his defense, the right to confront and cross-examine the
6 witnesses against him, the right to written findings, conclusions and an order regarding a final
7 decision by the Board, and the right to judicial review of any final decision by the Board that is
8 adverse to him; and

9 **WHEREAS**, Respondent understands and agrees that this Settlement Agreement
10 (Agreement) is entered into by and between himself and the Board's IC, and not with the Board,
11 but that the IC will present this Agreement to the Board for consideration in open session at a
12 meeting duly noticed and scheduled. Respondent understands that the IC shall advocate approval
13 of this Agreement by the Board, but that the Board has the right to decide in its own discretion
14 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 agree¹ to the following
20 terms, covenants and conditions:

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

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28 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore, said agreements and 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 proceeding, or any other state or federal court proceeding, or any credentialing or privileges matter.

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

2 Respondent is represented by above-identified counsel herein, whom Respondent
3 covenants and agrees is capable, competent and fully advised in these circumstances, and
4 Respondent further covenants and agrees that he knowingly, willingly and intelligently enters into
5 this Agreement after full consultation with and upon advice of above-identified counsel.

6 **3. Waiver of Rights.** In connection with this Agreement, and the terms, covenants
7 and conditions contained herein, Respondent knowingly, willingly and intelligently, with the
8 advice of above-identified counsel, waives all rights in connection with this Agreement, and the
9 terms, covenants and conditions contained herein, and with the understanding that Respondent
10 knowingly, willingly and intelligently waives all rights arising under or pursuant to the
11 United States Constitution, the constitution of the state of Nevada, the MPA, NRS Chapter 233B,
12 and any other statutory rights that may be available to him or that may apply to him in connection
13 with the proceedings on the Complaint filed herein, the defense of said Complaint, the
14 adjudication of the charges in said Complaint, and the imposition of sanctions.

15 Respondent agrees that the matter of the Complaint herein may be settled and resolved in
16 accordance with this Agreement without a hearing or any further proceedings, and without the
17 right to judicial review.

18 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and
19 agrees that the Board's IC has a reasonable basis to believe that Respondent engaged in one or
20 more instances of conduct that is grounds for discipline pursuant to the provisions of the MPA.

21 **5. Consent to Entry of Order.** In order to resolve the matter of these disciplinary
22 proceedings pending against him without incurring any further costs and expense of providing a
23 defense to the Complaint, Respondent hereby agrees that the Board may issue an Order finding that
24 Respondent engaged in conduct that is grounds for discipline pursuant to the MPA, to wit: one
25 count of malpractice, as defined by NAC 630.040, a violation of NRS 630.301(4); as contained in
26 Count I of the Complaint, and agrees that:

27 a. Respondent shall make a Three Thousand Five Hundred and 00/100 Dollars
28 (\$3,500.00) contribution to a non-profit medical organization of his choice, with proof of payment

1 provided to the Board within sixty (60) days of the Board's acceptance, adoption and approval of
2 this Agreement;

3 b. Pursuant to NRS 622.400, Respondent shall reimburse the sum of One
4 Thousand Five Hundred 00/100 Dollars (\$1,500.00), the current amount of the costs incurred by
5 the Board to investigate and prosecute this matter, along with the costs to conclude the matter, if
6 any. The costs shall be paid to the Board within sixty (60) days of the Board's acceptance,
7 adoption and approval of this Agreement;

8 c. Respondent shall complete twenty (20) hours of Continuing Medical
9 Education (CME), in person, regarding the subject of cervical surgeries, which must include at
10 least five (5) hours of CME regarding complications associated with cervical surgeries, within one
11 (1) year from the Board's acceptance, adoption and approval of the this Agreement. The
12 aforementioned hours of CME shall be in addition to any CME requirements that are regularly
13 imposed upon Respondent as a condition of licensure in the state of Nevada and shall be approved
14 by the Board prior to their completion; and

15 d. The terms of this Agreement shall be reported as required by law.

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

24 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
25 recommend approval and adoption of the terms, covenants and conditions contained herein by the
26 Board in resolution of the Complaint pending herein against Respondent. In the course of seeking
27 Board approval, adoption and/or acceptance of this Agreement, counsel for the IC may
28 communicate directly with the Board staff and the adjudicating members of the Board.

1 Respondent acknowledges that such contacts and communication may be made or
2 conducted ex parte, without notice or opportunity to be heard on his part or on the part of his
3 counsel until the public Board meeting where this Agreement is discussed, and that such contacts
4 and communications may include, but not be limited to, matters concerning this Agreement, the
5 Complaint, and any and all information of every nature whatsoever related to the Complaint or the
6 proceedings herein against Respondent. The IC and its counsel agree that Respondent and/or his
7 counsel may appear at the Board meeting where this Agreement is discussed, and if requested,
8 respond to any questions that may be addressed to the IC or its counsel.

9 **8. Effect of Acceptance of Agreement by Board.** In the event the Board approves,
10 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
11 IC will cause the Board's order accepting, adopting and approving this Agreement to be entered
12 herein, ordering full compliance with the terms herein and ordering that this case be closed,
13 subject to the provisions in Paragraph 5.

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

25 **10. Binding Effect.** If this Agreement is approved by the Board, Respondent
26 covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent
27 and the Board's IC, which contract may be enforced in a court or tribunal having jurisdiction.

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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 costs and reasonable attorneys' fees.


13. Failure to Comply With Terms. In the event the Board enters its order approving this Agreement, should Respondent fail to comply with any term or condition recited herein, the IC shall be authorized to immediately suspend Respondent's license to practice medicine in the state of Nevada pending an order to show cause hearing, which will be duly noticed. Further, 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). 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 3rd day of December, 2014.

Dated this 3^d day of December, 2014.

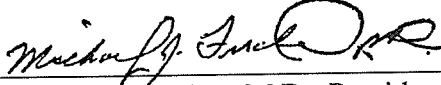
By: 
Erin L. Albright, Esq.
Attorney for the Investigative Committee

By: 
Keith Weaver, Esq.
Attorney for Respondent

UNDERSTOOD AND AGREED:

John A. Anson, M.D., Respondent
Dated this 3 day of Dec., 2014.

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IT IS HEREBY ORDERED that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 5th day of December 2014, with the final total amount of costs due of \$1,500.00.



Michael J. Fischer, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS