

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 **Complaint Against**)
8 **RAMIN ETEBAR, M.D.,**)
9 **Respondent.**)

Case No. 12-8929-1

FILED

JUN - 6 2014

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

11
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
15 Beverly A. Neyland, M.D., Chairwoman, Bashir Chowdhry, M.D., Member, and Sue Lowden,
16 Member, in the above-captioned matter, by and through Erin L. Albright, Esq., Board General
17 Counsel and attorney for the IC, and Ramin Etebar, M.D. (Respondent), by and through his
18 counsel, David J. Mortensen, Esq., as follows:

19 **WHEREAS**, on September 16, 2013, the Board's IC filed a formal First Amended
20 Complaint in the above-captioned matter charging Respondent with engaging in conduct that is
21 grounds for discipline pursuant to the Nevada Medical Practice Act (MPA), i.e., Nevada Revised
22 Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630, to wit: Count
23 I, two counts of failure to maintain timely, legible, accurate and complete medical records relating
24 to the diagnosis, treatment and care of a patient, two violations of NRS 630.3062(1); and

25 **WHEREAS**, Respondent received a copy of the formal First Amended Complaint,
26 reviewed it, understands it, and consulted with above-identified counsel concerning the nature and
27 significance of the formal First Amended Complaint. Respondent is fully advised concerning his
28 rights and defenses to the formal First Amended Complaint, as well as the possible sanctions that

1 may be imposed if the Board finds and concludes that he violated one or more provisions of the
2 MPA; and

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

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

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

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

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

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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 fully 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 formal First Amended Complaint filed herein, the defense of said
14 formal First Amended Complaint, the adjudication of the charges in said formal First Amended
15 Complaint, and the imposition of sanctions.

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

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

22 **5. Consent to Entry of Order.** In order to resolve the matter of these disciplinary
23 proceedings pending against him without incurring any further costs and expense of providing a
24 defense to the formal First Amended Complaint, Respondent hereby agrees that the Board may issue
25 an Order finding that Respondent engaged in conduct that is grounds for discipline pursuant to the
26 MPA, and agrees that:

27 a. The Board may find Respondent engaged in conduct that is grounds for
28 discipline pursuant to the MPA, to wit: two counts of failure to maintain timely, legible, accurate

1 and complete medical records relating to the diagnosis, treatment and care of a patient, two
2 violations of NRS 630.3062(1), as set forth in Count I of the formal First Amended Complaint;

3 b. Respondent shall pay a fine of Two Thousand and 00/100 Dollars
4 (\$2,000.00) to the Board within one (1) year of the Board's acceptance, adoption and approval of
5 this Agreement;

6 c. Respondent shall complete fifteen (15) hours of Continuing Medical
7 Education (CME), in person, regarding the subject of medical records and/or ethics, within one (1)
8 year of the acceptance, adoption and approval of this Agreement by the Board. The
9 aforementioned hours of CME shall be in addition to any CME requirements that are regularly
10 imposed upon Respondent as a condition of licensure in the state of Nevada and shall be approved
11 by the Board prior to their completion;

12 d. Pursuant to NRS 622.400, Respondent shall reimburse the sum of One
13 Thousand Eight Hundred Eighty-Four and 67/100 Dollars (\$1,884.67), the current amount of the
14 fees and costs incurred by the Board to investigate and prosecute this matter, along with the costs
15 to conclude the matter, if any. The costs shall be paid to the Board within one (1) year of the
16 Board's acceptance, adoption and approval of this Agreement;

17 e. The terms of this Agreement shall be reported as required by law.

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

26 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
27 recommend approval and adoption of the terms, covenants and conditions contained herein by the
28 Board in resolution of the formal First Amended Complaint pending herein against Respondent.

1 In the course of seeking Board approval, adoption and/or acceptance of this Agreement, counsel
2 for the IC may communicate directly with the Board staff and the adjudicating members of the
3 Board.

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

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

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

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


4 **11. Forum Selection Clause.** Respondent covenants and agrees that in the event
5 either party is required to seek enforcement of this Agreement in the district court, he consents to
6 such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the
7 Second Judicial District Court of the state of Nevada in and for the county of Washoe.

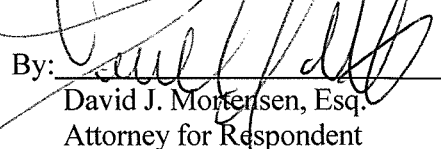
8 **12. Attorneys' Fees and Costs.** Respondent covenants and agrees that in the event an
9 action is commenced in the district court to enforce any provision of this Agreement, the
10 prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

11 **13. Failure to Comply With Terms.** In the event the Board enters its order approving
12 this Agreement, should Respondent fail to comply with any term or condition recited herein, the
13 Board shall be authorized to immediately suspend Respondent's license to practice medicine in
14 the state of Nevada pending an order to show cause hearing, which will be duly noticed.
15 Further, failure to comply with the terms recited herein may result in additional disciplinary action
16 being initiated against Respondent for a violation of an order of the Board in accordance with
17 NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the Board for monies
18 agreed to be paid as a condition of settlement may subject Respondent to civil collection efforts.


19 Dated this 2nd day of June, 2014.

Dated this 27 day of MAY, 2014.

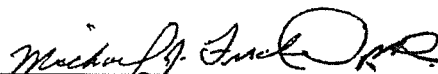
20 By: 
21 Erin L. Albright, Esq.
22 Attorney for the Investigative Committee

By: 
David J. Mortensen, Esq.
Attorney for Respondent

UNDERSTOOD AND AGREED:


Ramin Etebar, M.D., Respondent
Dated this 23 day of MAY, 2014.

1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the
2 Nevada State Board of Medical Examiners on the 6th day of June 2014, with the final total amount of
3 costs due of \$1,884.67.

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5 Michael J. Fischer, M.D., President

6 NEVADA STATE BOARD OF MEDICAL EXAMINERS

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