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

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**In the Matter of Charges and
Complaint Against
Heather L. Rohrer, PA-C,
Respondent.**

Case No. 15-28202-1

FILED
DEC 07 2015
NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board) and Heather L. Rohrer, PA-C. (Respondent), a licensed certified physician assistant in Nevada, represented by Matthew Hoffman, Esq., hereby enters into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a certified physician assistant licensed by the Board to practice medicine in Nevada since August 1, 2003 (License No. PA 789).

2. On July 23, 2015, the IC filed the formal Complaint (Complaint) in this matter charging Respondent with two violations of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630 (collectively Medical Practice Act). Specifically, the Complaint alleges one violation of administering, dispensing or prescribing a controlled substance to herself or others except as authorized by law, a violation of NRS 630.306(3) and one violation of failure to maintain timely, legible, accurate and complete medical records relating to the diagnosis,

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, Respondent's agreements and admissions 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, any state or federal court proceeding, or any credentialing or privileges matter.

1 treatment and care of a patient, a violation of NRS 630.3062(1).

2 3. Respondent was properly served with a copy of the Complaint, and has reviewed
3 the Complaint, understands the Complaint, and has had the opportunity to consult with competent
4 counsel concerning the nature and significance of the Complaint.

5 4. Respondent is hereby advised of her rights regarding this administrative matter, and of
6 her opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
7 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
8 Constitution, the Medical Practice Act, and the Nevada Administrative Procedure Act (APA) (NRS
9 Chapter 233B). These rights include the right to a formal hearing on the allegations in the Complaint,
10 the right to representation by counsel, at her own expense, in the preparation and presentation of her
11 defense, the right to confront and cross-examine the witnesses and evidence against her, the right to
12 written findings of fact, conclusions of law, and order reflecting the final decision of the Board, and
13 the right to judicial review of the Board's order, if the decision is adverse to her.

14 5. Respondent understands that, under the Board's charge to protect consumers by
15 regulating the practice of medicine, the Board may take disciplinary action against Respondent's
16 license, including license probation, license suspension, license revocation, and imposition of
17 administrative fines, as well as any other reasonable requirement or limitation, if the Board
18 concludes that Respondent violated one or more provisions of the Medical Practice Act.

19 6. Respondent understands and agrees that this Agreement, by and between
20 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
21 Board for consideration in open session at a meeting duly noticed and scheduled. Respondent
22 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
23 Board has the right to decide in its own discretion whether or not to approve this Agreement.
24 Respondent further understands and agrees that if the Board approves this Agreement, then the
25 terms and conditions enumerated below shall be binding and enforceable upon her and the Board.

26 **B. Terms & Conditions**

27 **NOW, THEREFORE**, in order to resolve this matter, Respondent and the IC hereby
28 agree to the following terms and conditions:

1 **1. Jurisdiction.** Respondent is and, at all times relevant to the Complaint, has been a
2 certified physician assistant licensed to practice medicine in Nevada subject to the jurisdiction of
3 the Board as set out in the Medical Practice Act.

4 **2. Representation by Counsel/Knowing, Willing, and Intelligent Agreement.**
5 Respondent understands that she may retain and consult counsel prior to entering into this
6 Agreement at her own expense. Respondent acknowledges that she is represented by counsel,
7 Matthew Hoffman, Esq., and wishes to resolve this matter with counsel. Respondent agrees that if
8 representation by counsel in this matter materially changes prior to entering into this Agreement
9 and for the duration of this Agreement, that counsel for the IC will be timely notified of the
10 material change. Respondent agrees that she knowingly, willingly and intelligently enters into this
11 Agreement after full consultation with and upon the advice of her counsel.

12 **3. Waiver of Rights.** In connection with this Agreement, and the associated terms
13 and conditions, Respondent knowingly, willingly, and intelligently waives all rights in connection
14 with this administrative matter. Respondent hereby knowingly, willingly, and intelligently waives
15 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
16 Practice Act, the APA, and any other legal rights that may be available to her or that may apply to
17 her in connection with the administrative proceedings resulting from the Complaint filed in this
18 matter, including defense of the Complaint, adjudication of the allegations set forth in the
19 Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
20 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
21 Agreement without a hearing or any further proceedings, and without the right to judicial review.

22 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent agrees that the
23 IC has a reasonable basis to believe that Respondent engaged in conduct that is grounds for
24 discipline pursuant to the Medical Practice Act.

25 **5. Consent to Entry of Order.** In order to resolve the Complaint pending against
26 Respondent without incurring any further costs or the expense associated with a hearing, Respondent
27 hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that
28 is grounds for discipline pursuant to the Medical Practice Act, to wit: one count of prescribing a

1 controlled substance to herself or others except as authorized by law, a violation of
2 NRS 630.306(3). Accordingly, Respondent hereby agrees that:

3 a. The Board shall issue a public reprimand;

4 b. Respondent shall take ten hours of continuing medical education in both of
5 the following categories: prescribing controlled substances and medical record keeping within 12
6 months of the Board's final order. The aforementioned hours of CME shall be in addition to any
7 CME requirements that are regularly imposed upon Respondent as a condition of licensure in the
8 state of Nevada and shall be approved by Board prior to their completion;

9 c. Respondent shall pay the Board 2,613.69 the fees and costs incurred as part
10 of the Board's investigative, administrative, and disciplinary proceedings against Respondent, as
11 authorized by NRS 622.400, within 30 days of the Board's final order in this matter;

12 d. Respondent shall reimburse the Board for any reasonable costs and expenses
13 further incurred by the Board in monitoring Respondent's compliance with this Agreement within
14 30 days of issuance of an invoice;

15 e. Count II of the Complaint shall be dismissed with prejudice; and

16 f. The terms of this Agreement shall be reported as required by law.

17 **6. Release From Liability.** In execution of this Agreement, Respondent understands
18 and agrees that the state of Nevada, the Board, and each of its members, staff, counsel,
19 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants, and
20 agents are immune from civil liability for any decision or action taken in good faith in response to
21 information acquired by the Board. NRS 630.364(2). Respondent agrees to release the state of
22 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
23 committees, panels, hearing officers, consultants, and agents from any and all manner of actions,
24 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
25 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
26 any or all of the persons, government agencies, or entities named in this paragraph arising out of,
27 or by reason of, this investigation, this Agreement, or the administration of this case.

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1 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
2 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
3 resolution of the Complaint pending against Respondent. In the course of seeking Board
4 acceptance, approval, and adoption of this Agreement, counsel for the IC may communicate
5 directly with the Board staff and the adjudicating members of the Board.

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

13 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
14 approves, and adopts this Agreement, the Board shall issue a final order, making this Agreement
15 an order of the Board.

16 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not
17 accept, approve, and adopt this Agreement, this Agreement shall be null, void, and of no force and
18 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
19 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
20 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
21 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
22 the allegations in the Complaint and from participating in disciplinary proceedings against
23 Respondent, including adjudication of the case; and (2) Respondent further agrees that she shall
24 not seek to disqualify any such member absent evidence of bad faith.

25 10. **Binding Effect.** If approved by the Board, Respondent understands that this
26 Agreement is a binding and enforceable contract upon Respondent and the Board.

27 11. **Forum Selection Clause.** Respondent agrees that in the event either party is
28 required to seek enforcement of this Agreement in district court, Respondent consents to such

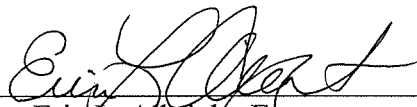
1 jurisdiction, and agrees that exclusive jurisdiction shall be in the Second Judicial District Court,
2 State of Nevada, Washoe County.


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

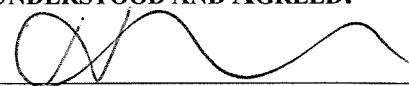
6 **13. Failure to Comply with Terms.** Should Respondent fail to comply with any term
7 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by
8 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
9 medicine in Nevada pending an order to show cause hearing, which will be duly noticed. Failure
10 to comply with the terms of this Agreement, including failure to pay any fines, costs, expenses, or
11 fees owed to the Board, is a failure to comply with an order of the Board, which may result in
12 additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a). Further,
13 Respondent's failure to remit payment to the Board for monies agreed to be paid as a condition of
14 this Agreement may subject Respondent to civil collection efforts.

15
16 Dated this 26th day of Oct, 2015.

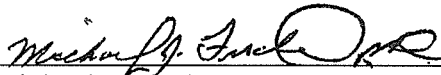
Dated this 22nd day of Oct., 2015.

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

By: 
Matthew Hoffman, Esq.
Attorney for Respondent

20 **UNDERSTOOD AND AGREED:**
21 
22 Heather L. Rohrer, PA_C, Respondent
23 Dated this 22nd day of Oct., 2015.

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 4th day of December 2015, with the final total amount
3 of costs due of \$2,613.69.

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

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