

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

3 \* \* \* \* \*

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5  
6 **In the Matter of Charges and**  
7 **Complaint Against**  
8 **RITA STARRITT, M.D.,**  
9 **Respondent.**

Case No. 15-39985-1

**FILED**

SEP 11 2015

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: \_\_\_\_\_

10  
11 **SETTLEMENT AGREEMENT**

12 The Investigative Committee<sup>1</sup> (IC) of the Nevada State Board of Medical Examiners  
13 (Board) and Rita Elaine Starritt, M.D. (Respondent), a licensed physician in Nevada, hereby enter  
14 into this Settlement Agreement (Agreement) based on the following:

15 **A. Background**

16 1. Respondent is a physician licensed by the Board to practice medicine in Nevada since  
17 September 13, 2012 (license no. 14540).

18 2. On May 26, 2015, the IC filed the formal Complaint (Complaint) in this matter  
19 charging Respondent with violations of Nevada Revised Statutes (NRS) Chapter 630 and Nevada  
20 Administrative Code (NAC) Chapter 630 (collectively Medical Practice Act). The Complaint  
21 alleges two counts of disciplinary action taken by another state, which authorizes the Board to  
22 initiate disciplinary action. NRS 630.301(3).

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

26 4. Respondent is hereby advised of Respondent's rights regarding this administrative  
27

28 <sup>1</sup> In this matter, the Investigative Committee of the Nevada State Board of Medical Examiners is composed of Theodore B. Berndt, M.D., IC Chairman, Valerie J. Clark, BSN, RHU, LUTCF, IC Member, and Michael J. Fischer, M.D., IC Member.

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

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

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

## 22 **B. Terms & Conditions**

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

25 1. **Jurisdiction**. Respondent is and, at all times relevant to the Complaint, has been a  
26 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set out in  
27 the Medical Practice Act. The IC may initiate disciplinary action against a licensee for "[a]ny  
28 disciplinary action, including, without limitation, the revocation, suspension, modification or

1 limitation of a license to practice any type of medicine, taken by another state . . . .” NRS 630.301(3).

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

3 Respondent may retain and consult counsel prior to entering into this Agreement at Respondent’s own  
4 expense. Respondent consulted with California-licensed attorney, Michael J. Khouri, Esq., and  
5 wishes to resolve this matter, as set out in the Complaint, without Nevada counsel. Respondent agrees  
6 that if representation by counsel in this matter materially changes prior to entering into this Agreement  
7 and/or for the duration of this Agreement, that counsel for the IC will be timely notified of the material  
8 change. Respondent agrees that she enters into this Agreement knowingly, willingly, and  
9 intelligently.

10 **3. Waiver of Rights.** In connection with this Agreement, and the associated terms

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

20 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent agrees that the

21 IC has a reasonable basis to believe that Respondent engaged in conduct that is grounds for  
22 discipline pursuant to the Medical Practice Act.

23 **5. Consent to Entry of Order.** In order to resolve this matter without incurring any

24 further costs or the expense associated with a hearing, Respondent hereby agrees that the Board may  
25 issue an order finding that Respondent violated the Medical Practice Act when disciplinary actions  
26 were taken against Respondent by other states, as set forth in the Complaint—two violations of  
27 NRS 630.301(3). Accordingly, Respondent hereby agrees that:

28 a. Respondent shall not act as an attending physician in Nevada, as set out in

1 NRS chapter 453A, for purposes related to medical marijuana authorizations until the same  
2 restriction is lifted from Respondent's license in Colorado;

3 b. The Board shall issue Respondent a public reprimand;

4 c. Within 12 months of the Board's order and at Respondent's expense,  
5 Respondent shall complete 10 hours of AMA Category 1 continuing medical education (CME), in  
6 addition to Respondent's statutory CME requirements for licensure, on the following topics:  
7 prescribing practices (4 hours), medical marijuana (4 hours), and record keeping (2 hours);

8 d. Within 30 days of the Board's order, Respondent shall pay the Board  
9 \$644.62, the fees and costs incurred as part of the Board's investigative, administrative, and  
10 disciplinary proceedings against Respondent;

11 e. Respondent shall reimburse the Board, within 30 days of notice by the Board,  
12 for any reasonable costs and expenses further incurred by the Board in monitoring Respondent's  
13 compliance with this Agreement; and

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

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

26 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
27 recommend acceptance, approval, and adoption of the terms and conditions of this Agreement by  
28 the Board in resolution of the Complaint pending against Respondent. In the course of seeking

1 Board acceptance, approval, and adoption of this Agreement, counsel for the IC may  
2 communicate directly with the Board staff and the adjudicating members of the Board.

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

10 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
11 approves, and adopts this Agreement, the Board shall issue an order, making this Agreement an  
12 order of the Board.

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

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

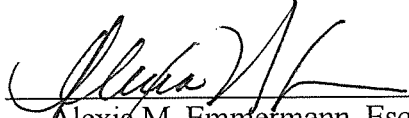
24 **11. Forum Selection Clause.** Respondent agrees that in the event either party is  
25 required to seek enforcement of this Agreement in district court, Respondent consents to such  
26 jurisdiction, and agrees that exclusive jurisdiction shall be in the Second Judicial District Court,  
27 State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

28 **12. Attorneys' Fees and Costs.** Respondent agrees that in the event an action is

1 commenced in district court to enforce any provision of this Agreement, the prevailing party shall  
2 be entitled to recover reasonable attorneys' fees and costs. NRS 622.400.

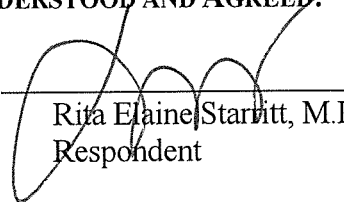
3 **13. Failure to Comply with Terms.** Should Respondent fail to comply with any term  
4 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by  
5 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
6 medicine in Nevada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

13  
14 Dated this 13<sup>th</sup> day of July, 2015.

15  
16 By:   
17 Alexia M. Emmermann, Esq.  
18 Attorney for the Investigative Committee

Dated this 1<sup>st</sup> day of July, 2015.

UNDERSTOOD AND AGREED:

19 By:   
20 Rita Elaine Starratt, M.D.  
21 Respondent

22 STATE OF \_\_\_\_\_ )  
23 :ss.

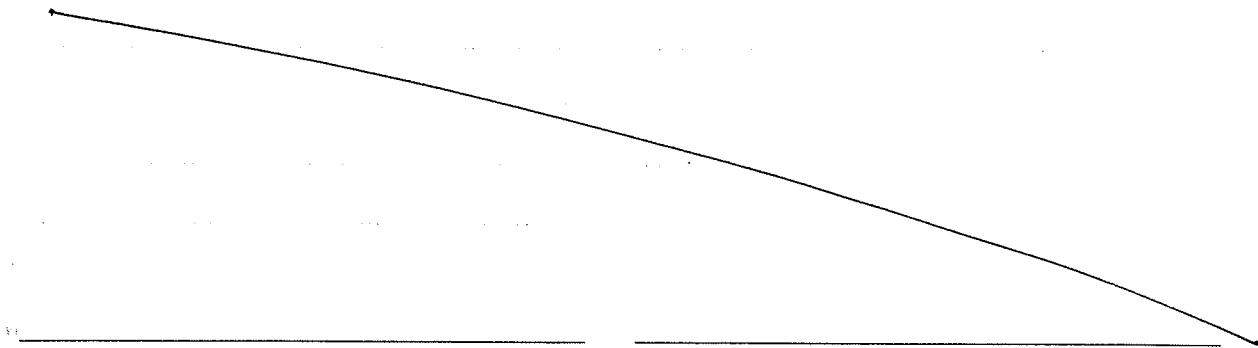
24 COUNTY OF \_\_\_\_\_ )  
25 SUBSCRIBED and SWORN to before me  
26 this \_\_\_ day of \_\_\_\_\_, 2015.

27 See Attached Notary  
28 Notary Public

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)



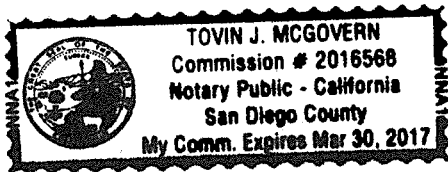
\_\_\_\_\_  
*Signature of Document Signer No. 1*

\_\_\_\_\_  
*Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of San Diego

Subscribed and sworn to (or affirmed) before me  
 on this 1<sup>st</sup> day of July, 2015,  
 by Rita Staritt  
 (1) \_\_\_\_\_



(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature [Handwritten Signature]  
*Signature of Notary Public*

Seal  
 Place Notary Seal Above

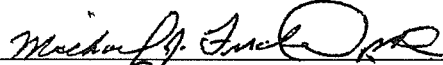
**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Settlement Agreement Document Date: \_\_\_\_\_  
 Number of Pages: 6 Signer(s) Other Than Named Above: \_\_\_\_\_

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 11<sup>th</sup> day of September 2015, with the final total  
3 amount of costs due of \$644.62.

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5   
6 Michael J. Fischer, M.D., President  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

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