

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

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5
6 **In the Matter of Charges and**)

Case No. 15-26736-1

7 **Complaint Against**)

FILED

8 **TIMOTHY D. BECKETT, M.D.,**)

SEP 11 2015

9 **Respondent.**)
10 _____)

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

11 **SETTLEMENT AGREEMENT**

12 The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners
13 (Board) and Timothy D. Beckett, M.D. (Respondent), a licensed physician in Nevada, represented
14 by Anastasia Noe, Esq., hereby enter into this Settlement Agreement (Agreement) based on the
15 following:²

16 **A. Background**

17 1. Respondent is a physician licensed by the Board, pursuant to the provisions of Nevada
18 Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630
19 (collectively, Medical Practice Act), to practice medicine in Nevada since December 23, 2002
20 (License No. 10395).

21 2. On April 8, 2015, the IC filed the formal Complaint (Complaint) in this matter
22 charging Respondent with violations of the Medical Practice Act. Specifically, the Complaint alleges
23 one count of obtaining, maintaining or renewing or attempting to obtain, maintain or renew a license
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25 ¹ In this matter, the Investigative Committee of the Nevada State Board of Medical Examiners is composed of
26 Theodore B. Berndt, M.D., IC Chairman, Valerie J. Clark, BSN, RHU, LUTCF, IC Member, and Michael J. Fischer,
M.D., IC Member.

27 ² All agreements and admissions made by Respondent are solely for final disposition of this matter and any
28 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 to practice medicine by bribery, fraud or misrepresentation or by any false, misleading, inaccurate or
2 incomplete statement, a violation of NRS 630.304(1), and one count of engaging in any conduct that is
3 intended to deceive, a violation of NRS 630.306(2)(a).

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

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

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

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

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1 **B. Terms & Conditions**

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

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

7 2. **Representation by Counsel/Knowing, Willing, and Intelligent Agreement.**
8 Respondent acknowledges that he is represented by counsel, Anastasia Noe, Esq., and wishes to
9 resolve this matter with counsel. Respondent agrees that if representation by counsel in this
10 matter materially changes prior to entering into this Agreement and for the duration of this
11 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
12 agrees that he knowingly, willingly, and intelligently enters into this Agreement after full
13 consultation with and upon the advice of his counsel.

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

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

27 5. **Consent to Entry of Order.** In order to resolve the Complaint pending against
28 Respondent without incurring any further costs or the expense associated with a hearing, Respondent

1 hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that
2 is grounds for discipline pursuant to the Medical Practice Act, to wit one count of obtaining,
3 maintaining or renewing or attempting to obtain, maintain or renew a license to practice medicine by
4 bribery, fraud or misrepresentation or by any false, misleading, inaccurate or incomplete statement, a
5 violation of NRS 630.304(1), as outlined in Count I of the Complaint:. Accordingly, Respondent
6 hereby agrees that:

7 a. Respondent shall be fined \$1,000 with payment due within 30 days of the
8 Board's final order;

9 b. The Board shall issue a public reprimand;

10 c. There will be no additional charges stemming from the Board's October 8,
11 2014 correspondence with Respondent;

12 d. Count II of the Complaint is dismissed with prejudice;

13 e. Respondent shall pay the Board \$1,515.82, the fees and costs incurred as
14 part of the Board's investigative, administrative, and disciplinary proceedings against Respondent,
15 as authorized by NRS 622.400, within 30 days of the Board's final order in this matter; and

16 e. 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 agents
20 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.

28 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall

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

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

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

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

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

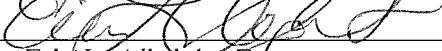
26 **11. Forum Selection Clause.** Respondent agrees that in the event either party is
27 required to seek enforcement of this Agreement in district court, Respondent consents to such
28 jurisdiction, and agrees that exclusive jurisdiction shall be in the Second Judicial District Court,

1 State of Nevada, Washoe County.


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

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

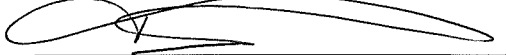
14
15 Dated this 21st day of August, 2015.

16
17 By: 
18 Erin L. Albright, Esq.
Attorney for the Investigative Committee

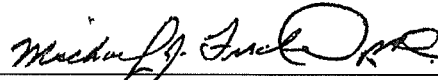
Dated this 3rd day of Aug, 2015.

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17 By: 
18 Anastasia Noe, Esq.
Attorney for Respondent

19 **UNDERSTOOD AND AGREED:**

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21 Timothy D. Beckett, M.D., Respondent
22 Dated this 29th day of July, 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 11th day of September 2015, with the final total
3 amount of costs due of \$1,515.82.

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

7 NEVADA STATE BOARD OF MEDICAL EXAMINERS
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