

1 profession into disrepute); one (1) violation of NRS 630.306(2)(a)² (deception); one (1) violation of
2 NRS 630.306(2)(b)³ (engaging in conduct which the Board has determined is a violation of the
3 standards of practice established by regulation of the Board; one (1) violation of NRS 630.3062(1)
4 (failure to maintain accurate medical records relating to the diagnosis, treatment and care of a patient
5 and NRS 630.3062(2) (altering medical records). By reason of the foregoing, Respondent is subject to
6 discipline by the Board as provided in NRS 630.352.

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

10 4. Respondent is hereby advised of his rights regarding this administrative matter, and of
11 his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
12 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
13 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in
14 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in NRS
15 Chapter 233B. These rights include the right to a formal hearing on the allegations in the Complaint,
16 the right to representation by counsel, at his own expense, in the preparation and presentation of his
17 defense, the right to confront and cross-examine the witnesses and evidence against him, the right to
18 written findings of fact, conclusions of law and order reflecting the final decision of the Board, and the
19 right to judicial review of the Board's order, if the decision is adverse to him.

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

25 6. Respondent understands and agrees that this Agreement, by and between
26

27 ²Parties stipulate that this citation to NRS 630.306(2)(a) should have been pled NRS 306(1)(b)(1).

28 ³Parties stipulate that this citation to NRS 630.306(2)(b) should have been pled NRS 306(1)(b)(2).

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

7 **B. Terms & Conditions**

8 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters
9 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and
10 conditions:

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

14 **2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
15 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters
16 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
17 matter materially changes prior to entering into this Agreement and for the duration of this
18 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
19 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
20 have a full consultation with and upon the advice of legal counsel.

21 **3. Waiver of Rights.** In connection with this Agreement, and the associated terms
22 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
23 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
24 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
25 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
26 may apply to him in connection with the administrative proceedings resulting from the Complaint
27 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
28 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.

1 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
2 Agreement, without a hearing or any further proceedings and without the right to judicial review.

3 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges
4 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
5 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent
6 is not admitting that the Board's claims/counts as alleged in the Complaint have merit and
7 Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
8 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
9 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in Complaint
10 including that no patients were harmed as a result of the subject actions, but for the purposes of
11 resolving the matter and for no other purpose, Respondent waives the presentation of evidence,
12 witnesses, expert witnesses, and defenses in order to effectuate this Agreement.

13 **5. Consent to Entry of Order.** In order to resolve this Complaint pending against
14 Respondent without incurring any further costs or the expense associated with a hearing, Respondent
15 hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that
16 is grounds for discipline pursuant to the Medical Practice Act. Accordingly, the following terms
17 and conditions are hereby agreed upon:

18 a. Respondent admits to one (1) violation of NRS 630.306(1)(b)(2) (standard of
19 practice) and one (1) violation of NRS 630.3062(1) (failure to maintain timely, legible,
20 accurate, and complete medical records) as set forth in the Complaint.

21 b. Respondent will pay the costs and expenses incurred in the investigation and
22 prosecution of the above-referenced matter within thirty (30) days of the Board's
23 acceptance, adoption and approval of this Agreement, the current amount being \$1,250.00,
24 not including any costs that may be necessary to finalize this Agreement.

25 c. Respondent shall take three (3) hours of continuing medical education (CME) related
26 to the subject matter of maintaining timely, accurate, complete and accurate medical records
27 within six (6) months from the date of the Board's acceptance, adoption and approval of this
28 Agreement. The aforementioned hours of CME shall be in addition to any CME

1 requirements that are regularly imposed upon Respondent as a condition of licensure in the
2 state of Nevada and shall be approved by the Board prior to their completion.

3 d. This Agreement shall be reported to the appropriate entities and parties as required
4 by law, including, but not limited to, the National Practitioner Data Bank.

5 e. The IC will dismiss counts I and II with prejudice.

6 f. Respondent shall receive a Public Letter of Reprimand.

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

19 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
20 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
21 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
22 this Agreement, counsel for the IC may communicate directly with the Board staff and the
23 adjudicating members of the Board.

24 Respondent acknowledges that such contacts and communications may be made or
25 conducted ex parte, without notice or opportunity to be heard on his part until the public Board
26 meeting where this Agreement is discussed, and that such contacts and communications may
27 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
28 all information of every nature whatsoever related to this matter. The IC and its counsel agree that

1 Respondent may appear at the Board meeting where this Agreement is discussed and, if requested,
2 respond to any questions that may be addressed to the IC or the IC's counsel.

3 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
4 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
5 an order of the Board, and pending full compliance with the terms herein the case shall be closed
6 and the remaining counts of the Complaint shall be dismissed with prejudice.

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

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


18 **11. Forum Selection Clause.** The parties agree that in the event either party is
19 required to seek enforcement of this Agreement in district court, the parties consent to such
20 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
21 State of Nevada, Washoe County.

22 **12. Attorneys' Fees and Costs.** The parties agree that in the event an action is
23 commenced in district court to enforce any provision of this Agreement, the prevailing party shall
24 be entitled to recover reasonable attorneys' fees and costs.


25 **13. Failure to Comply with Terms.** Should Respondent fail to comply with any term
26 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
28 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.

1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
4 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
5 condition of this Agreement may subject Respondent to civil collection efforts.


6 Dated this 24~~th~~ day of August, 2017.

7
8 By: 
9 Robert Kilroy, Esq.
10 General Counsel and Attorney for the Investigative Committee

11 Dated this 24th day of Aug, 2017.

12 By: 
13 John H. Cotton, Esq./ Adam Schneider, Esq.
14 Attorney for the Respondent

15 UNDERSTOOD AND AGREED this 23 day of August, 2017.

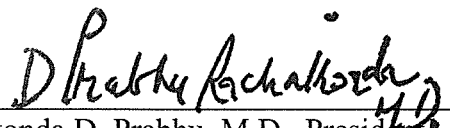
16 
17 Ryan F. Simons, PA-C, Respondent

18
19
20
21
22
23
24
25
26
27
28

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
1105 Terminal Way #301
Reno, Nevada 89502
(775) 688-2559

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS HEREBY ORDERED that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 8th day of September 2017, with the final total amount of costs due of \$1,250.00.



Rachakonda D. Prabhu, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS