

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and
Complaint Against
EDWARD MICHAEL OUTLAW, M.D.,
Respondent.

Case Nos. 19-28023-1
19-28023-2
19-28023-3

FILED

DEC - 9 2019

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

SETTLEMENT AGREEMENT

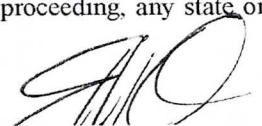
The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Aaron Bart Fricke, Esq., Deputy General Counsel for the Board and attorney for the IC, and Edward Michael Outlaw, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Ogonna Brown, Esq., of the law firm of Lewis Roca Rothgerber Christie LLP, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a medical doctor licensed in inactive status (License No. 10630) by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act). Respondent was originally licensed to practice medicine in Nevada on September 8, 2003.

2. On March 19, 2019, in Case No. 19-28023-1, the IC filed a formal Complaint (Complaint 1) charging Respondent with violating the Medical Practice Act. Specifically, Complaint 1 alleges: Count I, violation of NRS 630.3065(2)(a) (Failing to Comply With a Lawful Order of the Investigative Committee); Count II, violation of NRS 630.306(1)(j) (Failing to Timely Notify the Board of a Change of Permanent Address); Count III, violation of NRS 630.301(9) (Disreputable Conduct). Also on March 19, 2019, in Case No. 19-28023-2, the

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 IC filed a formal Complaint (Complaint 2) charging Respondent with violating the Medical
2 Practice Act. Specifically, Complaint 2 alleges: Count I, violation of NRS 630.3065(3) (Failure
3 to Perform a Statutory Obligation); Count II, violation of NRS 630.306(1)(b)(3) (Engaging in
4 Conduct That Violated Pharmacy Board Regulations); Count III, violation of
5 NRS 630.3065(2)(a) (Failing to Comply With a Lawful Order of the Investigative Committee);
6 Count IV, violation of NRS 630.301(9) (Disreputable Conduct). On November 5, 2019, in Case
7 No. 19-28023-3, the IC filed a formal Complaint (Complaint 3) charging Respondent with
8 violating the Medical Practice Act. Specifically, Complaint 3 alleges: Count I, violation of
9 NRS 630.306(1)(b)(2) (Violation of Standards of Practice); Count II, violation of
10 NRS 630.3062(1)(a) (Failure to Maintain Proper Medical Records). Complaints 1, 2 and 3 are
11 hereinafter referred to collectively as the "Complaints."

12 3. By reason of the foregoing, Respondent is subject to discipline by the Board as
13 provided in NRS 630.352.

14 4. Respondent was properly served with a copy of the Complaints, has reviewed and
15 understands the Complaints, and has had the opportunity to consult with competent counsel
16 concerning the nature and significance of the Complaints.

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

27 6. Respondent understands that, under the Board's charge to protect the public by
28 regulating the practice of medicine, the Board may take disciplinary action against Respondent's

license, including license probation, license suspension, license revocation and imposition of administrative fines, as well as any other reasonable requirement or limitation, if the Board concludes that Respondent violated one or more provisions of the Medical Practice Act.

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

B. Terms & Conditions

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

1. **Jurisdiction**. Respondent was all times relevant to the Complaints a physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set forth in the Medical Practice Act.

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

3. **Waiver of Rights**. In connection with this Agreement, and the associated terms and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives all rights arising under the United States Constitution, the Nevada Constitution, the Medical

Practice Act, the OML, the APA, and any other legal rights that may be available to him or that may apply to him in connection with the administrative proceedings resulting from the Complaints filed in this matter, including defense of the Complaints, adjudication of the allegations set forth in the Complaints, and imposition of any disciplinary actions or sanctions ordered by the Board. Respondent agrees to settle and resolve the allegations of the Complaints as set out by this Agreement, without a hearing or any further proceedings and without the right to judicial review.

4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering into this Settlement Agreement, the allegations of the Complaints remain unproven. Respondent acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges Respondent is not admitting that the IC's claims/counts as alleged in the Complaints have merit and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the Complaints, but for the purposes of resolving the matter and for no other purpose, Respondent waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to effectuate this Agreement.

5. **Consent to Entry of Order.** In order to resolve the Complaints pending against Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly, the following terms and conditions are hereby agreed upon:

a. Respondent admits to all Counts, I through III, of Complaint 1; Respondent admits to all Counts, I through IV, of Complaint 2; Respondent admits to Count II of Complaint 3;

b. Respondent's license to practice medicine in the State of Nevada shall be placed on probation for a period of five (5) years from the date of the Board's acceptance, adoption and approval of this Agreement (Probationary Period). During the Probationary Period, Respondent's license shall be subject to revocation for noncompliance with this Agreement as provided herein. Respondent shall complete the following terms and conditions and demonstrate compliance to the

1 good faith satisfaction of the Board within the Probationary Period. If Respondent fails to
2 demonstrate compliance with the terms and conditions of this Agreement, or otherwise violates
3 the terms of this Agreement or the Medical Practice Act, then the IC shall be authorized to
4 immediately suspend Respondent's license to practice medicine in Nevada, pending a duly noticed
5 Order To Show Cause Hearing to take place before a duly appointed Hearing Officer within sixty
6 (60) days of the suspension. The Hearing shall be conducted pursuant to NRS 622A.300(4)-(5),
7 the Hearing Officer shall prepare written findings and recommendations and serve the findings
8 and recommendations on the Respondent and Board within sixty (60) days, and the Board shall
9 review the case and render its final determination at the next regularly scheduled quarterly Board
10 meeting that the matter can be properly noticed in accord with Nevada law. If a violation of this
11 Agreement or the Medical Practice Act is proved, then pursuant to the express terms of this
12 Agreement, the probation shall be rescinded, and Respondent's license shall be revoked. In such
13 case, pursuant to NRS 622A.410(1), Respondent may not apply for reinstatement of his medical
14 license for a period of five (5) years from the date of the Board's final order of revocation. If
15 Respondent successfully completes the Probationary Period, demonstrates compliance with the
16 terms and conditions of this Agreement, and otherwise fulfills all terms of this Agreement, and
17 does not otherwise commit any new violations of the Medical Practice Act, then, at that time, the
18 order of probation shall be terminated. The following terms and conditions shall apply during
19 Respondent's Probationary Period:

- 20 (1) Respondent shall perform one hundred (100) hours of community service, without
21 compensation, related to the provision of medical care to the poor or indigent. The
22 community service shall be completed within one hundred eighty (180) days of the
23 Board's acceptance, adoption and approval of this Agreement. The community service
24 shall be performed at the direction of a recognized not-for-profit organization, and
25 proof of completion from said organization shall be provided to the satisfaction of the
26 Board within ninety (90) days of their completion;
- 27 (2) Respondent shall pay a fine of \$500 per count admitted to hereby, consisting of
28 eight (8) counts, for a total of \$4,000, within two (2) years of the Board's acceptance,

adoption and approval of this Agreement. The foregoing fine shall be paid in twenty-four (24) equal monthly installments of \$166.66, the first payment to be made on or before December 31, 2019;

(3) Respondent shall pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matter within two (2) years of the Board's acceptance, adoption and approval of this Agreement, the current amount being \$8,777.84, not including any costs that may be necessary to finalize this Agreement. The foregoing costs shall be paid in twenty-four (24) equal monthly installments of \$365.75, the first payment to be made on or before December 31, 2019;

(4) Respondent shall complete twenty (20) hours of live, in-person and comprehensive continuing medical education (CME) focused specifically on best practices in the prescribing of controlled substances within six (6) months of the date of the Board's acceptance, adoption and approval of this Agreement. The aforementioned hours of CME shall be in addition to any CME requirements that are regularly imposed upon Respondent as a condition of licensure in the State of Nevada and shall be approved by the Board to meet this requirement prior to their completion, and proof of completion shall be provided to the Board within ninety (90) days of their completion;

(5) Respondent shall comply with all court orders and complete all conditions or terms of sanctions imposed on him by the courts of the State of Nevada, specifically including but not limited to those of the Eighth Judicial District Court of Clark County, Nevada, in Case No. A-13-683202-F. Respondent shall provide proof of compliance with this term upon request of the Board and to the satisfaction of the Board;

(6) Respondent shall not supervise or formally agree to supervise any physician assistant in the State of Nevada, and shall not formally agree to supervise or enter into a collaboration agreement with an advanced practice registered nurse in the State of Nevada.

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

d. Respondent shall receive a Public Letter of Reprimand.

e. All other claims or issues arising from the Complaints shall be dismissed with prejudice.

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

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

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

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

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

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

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


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

23 **13. Failure to Comply With Terms.** Should Respondent fail to comply with any term
24 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
25 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
26 medicine in Nevada pending an Order To Show Cause Hearing on immediate revocation of his
27 license, which will be duly noticed. Failure to comply with the terms of this Agreement, including
28 failure to pay any fines, costs, expenses or fees owed to the Board, is a failure to comply with an

1 order of the Board, which may result in additional disciplinary action being taken against
2 Respondent. NRS 630.3065(2)(a). Further, Respondent's failure to remit payment to the Board
3 for monies agreed to be paid as a condition of this Agreement may subject Respondent to civil
4 collection efforts.

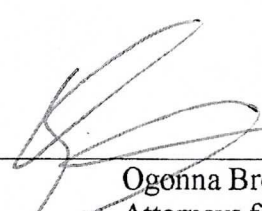
5
6 Dated this 20 day of November, 2019.

7
8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL EXAMINERS

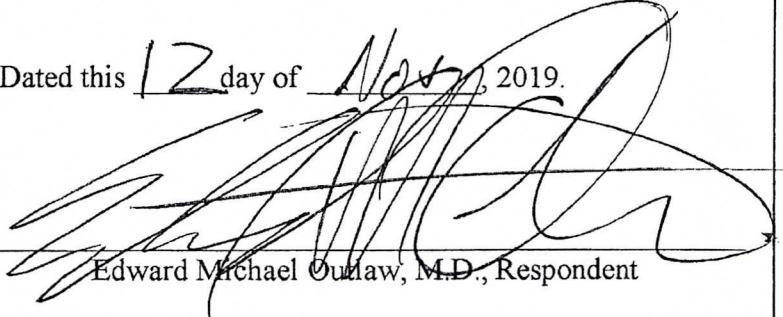
10 By: 
11 Aaron Bart Fricke, Esq., Deputy General Counsel
12 Attorney for the Investigative Committee

13
14 Dated this 12th day of November, 2019.

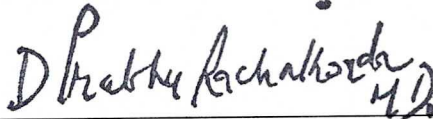
15 LEWIS ROCA ROTHGERBER CHRISTIE LLP

16
17 By: 
18 Ogonna Brown, Esq.
19 Attorneys for Respondent

20
21 Dated this 12 day of Nov, 2019.

22
23 
24 Edward Michael Outlaw, M.D., Respondent
25
26
27
28

1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement (19-28023-1, 19-28023-2,
2 19-28023-3) is approved and accepted by the Nevada State Board of Medical Examiners on the 6th
3 day of December, 2019, with the final total amount of costs due of \$8,777.84.

4 

5 Rachakonda D. Prabhu, M.D., President
6 NEVADA STATE BOARD OF MEDICAL EXAMINERS
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28