BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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In the Matter of Charges and
Complaint Against
CLINTON ANDERSON, PA-C,
Respondent.

Case No. 20-36612-1

FILED
AUG 26 2020
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., Senior Deputy General Counsel for the Board
and attorney for the IC, and Clinton Anderson, PA-C (Respondent), a licensed physician assistant
in Nevada, assisted by his attorneys, Crane Pomerantz, Esq., and Johnathon Fayeghi, Esq., of the
law firm of Sklar Williams PLLC, hereby enter into this Settlement Agreement (Agreement)
based on the following:¹

A. Background

1. Respondent is a physician assistant currently licensed 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), to practice medicine in Nevada.). Respondent
was originally licensed by the Board on February 16, 2010 (License No. PA1203).

2. On March 16, 2020, in Case No. 20-36612-1, the IC filed a formal Complaint
(Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
Complaint alleges one (1) violation of NAC 630.380(1)(f), Malpractice (Count 1), and one (1)

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.
violation of NRS 630.3062(1)(a), Failure to Maintain Accurate and Complete Medical Records (Count II).

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

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

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

6. Respondent understands that, under the Board’s charge to protect the public by 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 Complaint, Respondent and the IC hereby agree to the following terms and conditions:

1. **Jurisdiction.** Respondent is, and at all times relevant to the Complaint has been, a physician assistant 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 these administrative matters. 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 Complaint filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board. Respondent agrees to settle and resolve the allegations of the Complaint 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 Complaint 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
that Respondent is not admitting that the IC’s claims/counts as alleged in the Complaint have
merit and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
subsequent litigation. Respondent asserts that if these matters were to proceed to hearing, he has
evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
Complaint, but for the purposes of resolving these matters 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 this Complaint 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 Counts I and II of the Complaint, Malpractice, and Failure to
Maintain Accurate and Complete Medical Records, respectively.

b. Respondent’s license to practice medicine in the State of Nevada shall be revoked,
with said revocation to be immediately stayed pending the completion of the probationary terms
set forth in Paragraph “c” immediately following.

c. Respondent’s license shall be subject to revocation upon a term of probation for a
period of not less than twelve (12) months, but up to twenty-four (24) months from the date of the
Board’s acceptance, adoption and approval of this Agreement (Probationary Period). Respondent
must complete the following terms and conditions within the Probationary Period and demonstrate
compliance to the good faith satisfaction of the Board within twenty-four (24) months. If
Respondent fails to demonstrate compliance with the terms and conditions of this Agreement
within the Probationary Period, or otherwise violates the terms of this Agreement or the Medical
Practice Act, then the IC shall be authorized to immediately suspend Respondent’s license to
practice medicine in Nevada, pending a duly noticed Order To Show Cause Hearing to take place
within sixty (60) days of the suspension. If the violation of this Agreement or the Medical
Practice Act is proved after such hearing pursuant to NRS 630.346(2), then pursuant to the
express terms of this Agreement, the stay of revocation shall be lifted, and Respondent’s license
shall be revoked. In such case, pursuant to NRS 622A.410(1), Respondent may not apply for
reinstatement of his medical license for a period of three (3) years from the date of the Board’s
final order of revocation. If Respondent successfully completes the Probationary Period,
demonstrates compliance with the terms and conditions of this Agreement, and otherwise fulfills
all terms of this Agreement, and has not otherwise committed any new violations of the Medical
Practice Act, then, at that time, the order of revocation shall be rescinded, and the probation shall
be terminated. The following terms and conditions shall apply during Respondent’s Probationary
Period:

(1) Respondent shall pay the costs and expenses incurred in the investigation and
prosecution of the above-referenced matter within one hundred eighty (180) days of
the Board’s acceptance, adoption and approval of this Agreement, the current amount
being $6,402.07, not including any costs that may be necessary to finalize this
Agreement.

(2) Respondent shall take ten (10) hours of continuing medical education (CME) related to
medical ethics and professionalism within three (3) months from 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.

(3) Respondent shall pay a fine of $2,000 per count admitted to hereby, consisting of two
(2) counts, for a total of $4,000, within one hundred eighty (180) days of the Board’s
acceptance, adoption and approval of this Agreement.

(4) Before the conclusion of the Probationary Period, Respondent shall appear before the
Board at a public meeting and demonstrate current compliance with all the terms and
conditions of this Agreement, and provide a full report of his medical activities and
practice plans. Provided that Respondent has successfully completed twelve (12)
months of the Probationary Period, has fulfilled all the aforementioned terms and
conditions of this Probationary Period, and committed no new violations of the
Medical Practice Act from the date of this Agreement, and there exist at the time of his
appearance no new pending formal complaints or disciplinary actions against
Respondent, then Respondent’s probation may be terminated, subject to further order
of the Board.

d. 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.
e. Respondent shall receive a Public Letter of Reprimand.
f. All other claims arising from this matter 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 Complaint. 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 Complaint and any and
all information of every nature whatsoever related to these matters. The IC and its counsel agree
that Respondent and/or Counsel for the Respondent 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.

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

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

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

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

12. **Attorneys’ Fees and Costs.** The parties agree that in the event an action is
commenced in district court to enforce any provision of this Agreement, the prevailing party shall
be entitled to recover reasonable attorneys’ fees and costs.
13. **Failure to Comply With Terms.** Should Respondent fail to comply with any term or condition of this Agreement once the Agreement has been accepted, approved and adopted by the Board, the IC shall be authorized to immediately suspend Respondent’s license to practice medicine in Nevada, if any, pending an Order To Show Cause Hearing, which will be duly noticed. Failure to comply with the terms of this Agreement, including failure to pay any fines, costs, expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
Further, Respondent’s failure to remit payment to the Board for monies agreed to be paid as a condition of this Agreement may subject Respondent to any civil and administrative collection efforts available.

Dated this 16th day of March, 2020.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

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

Dated this 16th day of March, 2020.

Sklar Williams PLLC

By: Crane Pomerantz, Esq.
   Jonathon Fayeghi, Esq.
   Attorneys for Respondent

Dated this 16th day of March, 2020.

Clinton Anderson, PA-C, Respondent
IT IS HEREBY ORDERED that the foregoing Settlement Agreement (20-36612-1) is approved and accepted by the Nevada State Board of Medical Examiners on the 26th day of August, 2020, with the final total amount of costs due of $6,402.07.

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