OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559

BEFORE THE BOARD OF MEDICAL EXAMINERS

OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint Against MATTHEW OBIM OKEKE, M.D., Respondent.	**Case No. 19-22461-1** FILED SEP - 6 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 Robert Kilroy, Esq., General Counsel for the Board and attorney for the IC, and Matthew Obim Okeke, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, L. Kristopher Rath, Esq., of the law firm of Hutchison & Steffen, LLC, hereby enter into this Settlement Agreement (Agreement) based on the following:[1]

A. Background

2. Respondent is a medical doctor currently licensed in active status 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. His license was originally issued on September 6, 2013 (License No. 14957).

3. On May 30, 2019, in Case No. 19-22461-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges two (2) violations of NRS 630.301(4), Malpractice (Counts I and IV), two (2) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts II and V), and two (2) violations of NRS 630.306(1)(g) Continual Failure to Exercise the Skill or Diligence or Use

[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.

the Methods Ordinarily Exercised Under the Same Circumstances by Physicians in Good Standing Practicing in the Same Speciality or Field (Counts III and VI).

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

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

6. Respondent is hereby advised of his rights regarding this administrative matter, and of his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has certain rights in this administrative matter 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.

7. 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.

8. 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

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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 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 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

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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 Complaint 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 Complaint, 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 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 Count I (Malpractice, NRS 630.301(4)), Count II (Medical Records, NRS 630.3062(1)(a)), and Count V (Medical Records, NRS 630.3062(1)(a)).

b. Respondents license shall be suspended from the date of the Board's acceptance, adoption and approval of this Agreement for two (2) years – STAYED.

c. Respondent's license shall be subject to a term of probation for a period of time of 24 months from the date of the Board's acceptance, adoption and approval of this Agreement (Probationary period). During this Probationary period, if Respondent fails to demonstrate compliance with the terms and conditions of this Agreement, or otherwise violates the terms of this Agreement, then the stayed suspension shall be immediately lifted and in effect. Should the Board determine that Respondent violated the Medical Practice Act due to and/or a arising from any act or omission which occurs prior to the date the Board approves this Agreement, this said violation shall not be considered a violation of this Agreement.

The following terms and conditions shall apply during Respondent's probationary period:

(1) Respondent must be supervised all times during any and all interactions with all female patients with a formal monitoring agreement with approved and identified monitors through the entire probationary period or until further order of the Board.

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(2) Respondent shall engage and shall participate in an independent remediation and compliance monitoring program designed by the independent monitor Affiliated Monitors, Inc. (Affiliated Monitors), who, in consultation with Board staff, shall design, implement, and monitor Respondent's compliance with a program that must start within two weeks days from the Board's acceptance, adoption and approval from the execution of this Order and shall remain in place during the aforementioned probationary period. Affiliated Monitors shall provide quarterly reports based upon monthly interactions with Respondent, Respondent's staff/monitors, and other relevant information, including but not limited to medical records and other documentation relating to Respondent's practice. Respondent shall bear all costs and fees associated with this Affiliated Monitors program.

d. Respondent will pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matter within thirty days of the Board's acceptance, adoption and approval of this Agreement, the current amount being $8672.98, not including any costs that may be necessary to finalize this Agreement.

e. Respondent shall pay a fine of $500.00 within sixty days of the Board's acceptance, adoption and approval of this Agreement.

f. 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.

g. Respondent shall receive a Public Letter of Reprimand.

h. The remaining counts of the Complaint, and any other claims arising from Board Investigation No.'s 16-16290, 18-17688, 18-17856, and 18-18000 shall be dismissed with prejudice.

i. Upon successful completion of the probation requirements set forth herein, Respondent may petition the Board to have his license removed from probation, have his license status to be restored to good standing and have his suspension placed upon his license rescinded. Following Respondent's demonstration of the aforementioned requirements, the Board will issue an order to this effect.

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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 this 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 this matter. 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 this 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 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).

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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 civil collection efforts.

Dated this 29th day of AUGUST, 2019.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: _____
Robert Kilroy, Esq., General Counsel
Attorney for the Investigative Committee

Dated this 28th day of August, 2019.

HUTCHISON & STEFFEN, LLC

By: _____
L. Kristopher Rath, Esq.
Attorneys for Respondent

Dated this 28 day of August, 2019.

_____
Matthew Obim Okeke, M.D., Respondent

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IT IS HEREBY ORDERED that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of September, 2019, with the final total amount of costs due of $8,627.98.

D Prabhu Rachakonda MD

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

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