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

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**In the Matter of Charges and
Complaint Against
TIMOTHY BELL, M.D.,
Respondent.**

Case No. 09-12922-1

**FILED
MAR 05 2010**

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

SETTLEMENT, WAIVER AND CONSENT AGREEMENT

THIS AGREEMENT is hereby entered into by and between the Investigative Committee (IC) of the Nevada State Board of Medical Examiners (the Board), composed of Charles N. Held, M.D., Chairman, Ms. Renee West, Member, and Theodore B. Berndt, M.D., Member, by and through IC counsel, Edward O. Cousineau, and Timothy Bell, M.D. (Respondent), as follows:

WHEREAS, on or about December 10, 2009, the IC of the Board filed a formal complaint in the above-referenced matter (the "Complaint"), charging Respondent with violations of the Medical Practice Act (NRS Chapter 630), to wit: the revocation, suspension, modification or limitation of the license to practice any type of medicine by any other jurisdiction, and a violation of NRS 630.301(3).

WHEREAS, Respondent has received a copy of the Complaint, reviewed it, understands the nature and significance of the Complaint, and Respondent is fully advised concerning his rights and defenses to the Complaint, as well as the possible sanctions that may be imposed if the Board finds and concludes that he has violated one or more provisions of the Medical Practice Act; and

WHEREAS, Respondent understands and agrees that he has certain rights under the United States Constitution and the Constitution of the state of Nevada, as well as under the Medical Practice Act (NRS Chapter 630) and the Nevada Administrative Procedures Act (NRS Chapter 233B), including but not limited to the right to a formal hearing on the charges against him, the right to

1 representation by counsel in the preparation and presentation of his defense, the right to
2 confrontation and cross-examination of witnesses against him, the right to present evidence and
3 witnesses on his own behalf, the right to written findings, conclusions and order regarding a final
4 decision by the Board, and the right to judicial review of any final decision by the Board that is
5 adverse to him; and

6 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by and
7 between himself and the Board's IC, and not with the Board, but that the IC will present this
8 Agreement to the Board for consideration in open session at a regularly-scheduled quarterly
9 meeting, duly noticed, and that the IC shall advocate approval of this Agreement by the Board, but
10 that the Board has the right to decide in its own discretion whether or not to approve this Agreement;
11 and

12 **WHEREAS**, Respondent and the IC each understand and agree that if the Board approves
13 the terms, covenants and conditions of this Agreement, then the terms, covenants and conditions
14 enumerated below shall be binding and enforceable upon Respondent and the Board's IC; and

15 **WHEREAS**, Respondent has reviewed and understands all the relevant facts and
16 circumstances of this matter;

17 **NOW THEREFORE**, in order to resolve the above-captioned case and charges brought
18 against him by the Board's Investigative Committee in said matter, Respondent and the IC hereby
19 agree to the following terms, covenants and conditions:

20 1. **Jurisdiction.** Respondent is, and at all times mentioned in the complaint filed in the
21 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada subject
22 to the jurisdiction of the Board to hear and adjudicate charges of violations of the Medical
23 Practice Act (NRS 630), and to impose sanctions as provided by the Act.

24 2. **Representation by Counsel.** Respondent is not represented but acknowledges
25 and agrees that he enters into this Agreement knowingly, willingly, and intelligently after the
26 opportunity for full consultation with counsel.

27 3. **Waiver of Rights.** Respondent covenants and agrees that he waives all rights
28 arising under or pursuant to the United States Constitution, the Constitution of the state of Nevada,

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners

1105 Terminal Way #301

Reno, Nevada 89502

(775) 688-2559

1 NRS Chapter 630 and NRS Chapter 233B that may be available to him or that may apply to him in
2 connection with the proceeding on the complaint filed herein, the defense of said complaint and the
3 adjudication of the charges in said complaint, and Respondent further agrees that the matter of the
4 disciplinary action commenced by complaint herein may be settled and resolved in accordance with
5 this Agreement without a hearing or any further proceeding, and without the right to judicial review.
6 In the event this Agreement is not approved by the Board, this Agreement shall have no force and
7 effect and Respondent shall have all rights arising under or pursuant to the United States
8 Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and NRS Chapter 233B that
9 may be available to him or that may apply to him in connection with the proceeding on the
10 Complaint.

11 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and
12 agrees that the Board's IC has a reasonable basis to believe that Respondent violated one or more
13 provisions of the Medical Practice Act.

14 5. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
15 proceedings pending against him without any further cost and expense of providing a defense to the
16 Complaint, Respondent hereby agrees that an order may be entered herein by the Board against him
17 finding him guilty of a violation of NRS 630.301(3), that Respondent shall be publicly
18 reprimanded, and that Respondent shall reimburse the Board the reasonable costs and expenses
19 incurred in the investigation and prosecution of this case in the current amount of \$521.56, plus any
20 additional costs that may be accrued subsequent in to dispose of this matter. The aforementioned
21 costs are to be paid to the Nevada State Board of Medical Examiners within sixty (60) days of the
22 acceptance, adoption and approval of this Agreement by the Board. A final accounting of the
23 additional costs will be provided to Respondent in the entry of the Board's Order relating to the
24 matter.

25 6. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
26 recommend approval and adoption of the terms, covenants and conditions contained herein by
27 the Board in resolution of the disciplinary proceedings pending herein against Respondent
28 pursuant to the formal complaint. In the course of seeking Board approval, adoption and/or

1 acceptance of this Agreement, counsel for the IC may communicate directly with the Board staff
2 and members of the panel of the Board who would adjudicate this case if it were to go to hearing.
3 Respondent covenants and agrees that such contacts and communication may be made or
4 conducted ex parte, until the public Board meeting where this Agreement is discussed, without
5 notice or opportunity to be heard on his part or on the part of his counsel, and that such contacts
6 and communications may include, but not be limited to, matters concerning this Agreement, the
7 Complaint, the allegations in the Complaint, any and all evidence that may exist in support of the
8 Complaint, and any and all information of every nature whatsoever related to the Complaint
9 against Respondent.

10 7. **Board Approval Required.** This Agreement will be placed on the next available
11 Agenda of a regularly scheduled and duly noticed quarterly Board meeting. It is expressly
12 understood that this Agreement will only become effective if the Board approves the
13 recommendation of the IC for acceptance.

14 8. **Effect of Acceptance of Agreement by Board.** In the event the Board approves,
15 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
16 IC will cause to be entered herein the Board's Order accepting, adopting and approving this
17 Settlement, Waiver and Consent Agreement, ordering full compliance with the terms herein and
18 ordering that this case be closed, subject to the provisions in Section 5.

19 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not
20 approve, accept and adopt the terms, covenants and conditions set out in this Agreement, this
21 Agreement shall be null, void, and of no further force and effect except as to the following
22 covenant and agreement regarding disqualification of adjudicating Board panel members.
23 Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing
24 contained herein and nothing that occurs pursuant to efforts of the IC or its counsel to seek
25 acceptance and adoption of this Agreement by the Board shall disqualify any member of the
26 adjudicating panel of the Board from considering the charges against Respondent and
27 participating in the disciplinary proceedings in any role, including adjudication of the case, and

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1 Respondent further agrees that he shall not seek to disqualify any such member absent evidence
2 of bad faith.

3 10. **Release From Liability.** In execution of this Agreement, the Respondent, for
4 himself, his executors, successors and assigns, hereby releases and forever discharges the state of
5 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and
6 employees in their representative capacities, and in their individual capacities absent evidence of
7 bad faith, from any and all manner of actions, causes of action, suits, debts, judgments,
8 executions, claims and demands whatsoever, known and unknown, in law or equity, that
9 Respondent ever had, now has, may have or claim to have, against any or all of the persons or
10 entities named in this paragraph arising out of or by reason of this investigation, this disciplinary
11 action, this settlement or its administration, in connection with the complaint. The IC hereby
12 agrees to accept this Agreement in full settlement of all claims related to the complaint, with the
13 understanding that the final decision rests with the Board.

14 11. **Binding Effect.** Respondent covenants and agrees that this Agreement is a
15 binding and enforceable contract upon Respondent and the Board's IC, which contract may be
16 enforced in a court or tribunal having jurisdiction.

17 12. **Forum Selection Clause.** Respondent covenants and agrees that in the event
18 either party is required to seek enforcement of this Agreement in the district court, he consents to
19 such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second
20 Judicial District Court of the State of Nevada in and for the County of Washoe.

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

24 14. **Failure to comply with terms.** In the event the Board enters its Order approving
25 this Agreement, should Respondent fail to comply with the terms recited herein, the Board would
26 then have grounds, after notice and a hearing, to take disciplinary action against Respondent in

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Reno, Nevada 89502
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1 addition to that included herein for the subject's violation of an Order of the Board in accordance
2 with NRS 630.3065(2)(a).

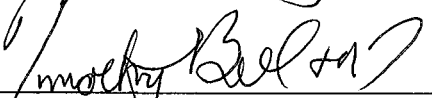
3 Dated this 15th day of February, ²⁰¹⁰~~2009~~.

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5 Edward O. Cousineau
6 Attorney for the Investigative Committee of the
7 Nevada State Board of Medical Examiners

8
9 I, Timothy Bell, M.D., hereby agree to the foregoing Settlement, Waiver and Consent
10 Agreement as to the complaint in Nevada State Board of Medical Examiners Case No. 09-12922-1

11
12 Dated this 17 day of February, ²⁰¹⁰~~2009~~.

13 


14 Timothy Bell, M.D., Respondent

15
16 Subscribed and sworn to before me

17 this 17 day of February, ¹⁰~~2009~~.



18
19 
20 Notary Public

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22 
23 Daniel E. Curriden, Esq.
24 Lewis Brisbois Bisgaard & Smith, LLP
25 Counsel for Respondent

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OFFICE OF THE GENERAL COUNSEL

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

1 IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is
2 approved and accepted by the Nevada State Board of Medical Examiners on the 5th day of
3 March 2010, with the final total amount of costs due of \$521.56.

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6 Javaid Anwar, M.D., Board Member
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS
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