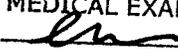


1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**
2 **OF THE STATE OF NEVADA**

3 * * * * *

4 **In The Matter of Charges and**) **Case No. 10-11856-1**
5)
6 **Complaint Against**) **FILED**
7 **NAVNEET SHARDA, M.D.,**) **SEP 15 2011**
8 **Respondent.**) **NEVADA STATE BOARD OF**
9) **MEDICAL EXAMINERS**
By: 

10 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

11 **THIS AGREEMENT** is entered into by and between the Investigative Committee (IC) of
12 the Nevada State Board of Medical Examiners (the Board) composed of
13 Theodore B. Berndt, M.D., Ms. Valerie Clark, BSN, RHU, LUTCF, and Michael Fischer, M.D.
14 by and through counsel, Lyn E. Beggs, Esq., and Navneet Sharda, M.D. (Respondent), by and
15 through his counsel Jacob Hafter, Esq., as follows:

16 **WHEREAS**, on October 25, 2010, the Board's IC filed a Complaint in the above
17 referenced matter charging Respondent with engaging in conduct that is grounds for discipline
18 pursuant to the Medical Practice Act (NRS Chapter 630 and NAC Chapter 630) to wit: two counts
19 of malpractice as defined by NAC 630.040, a violation of NRS 630.301(4) and one count of failure
20 to maintain timely, legible, accurate and complete medical records relating to the diagnosis,
21 treatment and care of a patient, a violation of NRS 630.3062(1); and

22 **WHEREAS**, Respondent has received and reviewed a copy of the Complaint, understands
23 it, and has consulted with competent counsel, Jacob Hafter, Esq., concerning the nature and
24 significance of the Complaint and Respondent is fully advised concerning his rights and defenses
25 to the complaint as well as the possible sanctions that may be imposed if the Board finds and
26 concludes that he has engaged in conduct that is grounds for discipline pursuant to the Medical
27 Practice Act. Respondent has reviewed all the relevant facts and circumstances of this matter and
28 after due consideration and consultation with his counsel, after due consideration concedes that

1 there exists enough evidence that the Board could consider the allegations set forth in count I of the
2 Complaint, and if the allegations were proven, make a finding that he violated the Medical Practice
3 Act, specifically that he committed malpractice as alleged in count I of the Complaint.

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

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

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

17 1. **Consent to Entry of Order**. In order to resolve the matter of these disciplinary
18 proceedings pending against him without any further costs and expense of providing a defense to
19 the Complaint or to any amended complaints, Respondent neither admits nor denies the allegations
20 contained in the Complaint, but hereby agrees a stipulated resolution in this matter is fair and
21 appropriate and that an order may be entered herein by the Board finding that Respondent engaged
22 in conduct that is grounds for discipline pursuant to the Medical Practice Act to wit: one count of
23 malpractice as set forth in count I of the Complaint, a violation of NRS 630.301(4). The Board
24 shall further order that the following discipline shall be imposed:

- 25 a) Respondent shall be issued a public reprimand;
- 26 b) Respondent shall pay a fine of \$2000;
- 27 c) Respondent shall complete ten hours of continuing medical education (CME) in
28 addition to those hours required to maintain licensure, two of which are to be on the subject

1 of record keeping and the remaining eight to be regarding Respondent's area of specialty.
2 Said CME credits are to be completed within six months of the adoption and acceptance of
3 this Agreement by the Board and shall be pre-approved by the chair of the Investigative
4 Committee;

5 d) Respondent shall reimburse the Board the reasonable costs and expenses incurred
6 in the investigation and prosecution of this case, the current amount being \$3163.36, not
7 including any costs that may be necessary to finalize this Agreement. The costs and fine
8 shall be paid to the Nevada State Board of Medical Examiners within ninety (90) days of
9 the acceptance of this Agreement by the Board.

10 2. **Jurisdiction**. Respondent was at all times mentioned in the Complaint filed in the
11 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada
12 subject to the jurisdiction of the Board to hear and adjudicate charges of violations of the
13 Medical Practice Act (NRS 630), and to impose sanctions as provided by the Act.

14 3. **Waiver of Rights**. Respondent covenants and agrees that he enters into this
15 Agreement knowingly, willingly, and intelligently with the advice of above identified counsel. In
16 connection with this Agreement, and the terms, covenants and conditions contained herein,
17 Respondent knowingly, willingly and intelligently, waives all rights arising under or pursuant to
18 the United States Constitution, the Constitution of the state of Nevada, NRS Chapter 630 and NRS
19 Chapter 233B that may be available to Respondent or that may apply to Respondent in connection
20 with the proceeding regarding the Complaint filed herein, the defense of said Complaint and the
21 adjudication of the charges in said Complaint, and Respondent further agrees that the matter of the
22 disciplinary action commenced by the filing of the complaint herein may be settled and resolved in
23 accordance with this Agreement without a hearing or any further proceeding, and without the right
24 to judicial review. In the event this Agreement is not approved by the Board, this Agreement shall
25 have no force and effect and Respondent shall have all rights arising under or pursuant to the
26 United States Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and NRS
27 Chapter 233B that may be available to Respondent or that may apply to Respondent in connection
28 with the proceeding on the complaint filed herein.

1 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and
2 agrees that the Board's Investigative Committee has a reasonable basis to believe that Respondent
3 violated one or more provisions of the Medical Practice Act.

4 5. **Procedure for Adoption of Agreement.** It is expressly understood that this
5 Agreement will only become effective if the Board approves the recommendation of the
6 Investigative Committee for acceptance. The Investigative Committee and counsel for the
7 Investigative Committee shall recommend approval of the terms, covenants and conditions
8 contained herein by the Board in resolution of the disciplinary proceedings pending herein
9 against Respondent pursuant to the Complaint. In the course of seeking Board approval of this
10 Agreement, counsel for the Investigative Committee may communicate directly with the Board
11 staff and members of the panel of the Board who would adjudicate this case if it were to go to
12 hearing. Respondent covenants and agrees that such contacts and communication may be made
13 or conducted ex parte, without notice or opportunity to be heard on his part or on the part of his
14 counsel, if any, until the public Board meeting where this Agreement is discussed, and that such
15 contacts and communications may include, but not be limited to, matters concerning this
16 Agreement, the Complaint and the allegations therein, any and all evidence that may exist in
17 support of the Complaint, and any and all information of every nature whatsoever related to the
18 complaint against Respondent. The Investigative Committee and its counsel agree that
19 Respondent and his counsel, may appear at the Board meeting where this Agreement is
20 discussed in order to respond to any and all questions that may be addressed to the Investigative
21 Committee or its counsel at such meeting.

22 6. **Effect of Acceptance of Agreement by Board.** In the event the Board approves
23 the terms, covenants and conditions set out in this Agreement, counsel for the Investigative
24 Committee will cause to be entered herein the Board's Order approving this Settlement, Waiver
25 and Consent Agreement, ordering full compliance with the terms herein and ordering that this
26 case be closed, subject to the provisions in Paragraph 1.

27 7. **Effect of Rejection of Agreement by Board.** In the event the Board does not
28 approve the terms, covenants and conditions set out in this Agreement, this Agreement shall be

1 null, void, and of no further force and effect except as to the following covenant and agreement
2 regarding disqualification of adjudicating Board panel members. Respondent agrees that,
3 notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing
4 that occurs pursuant to efforts of the Investigative Committee or its counsel to seek acceptance
5 and adoption of this Agreement by the Board shall disqualify any member of the adjudicating
6 panel of the Board from considering the charges against Respondent and participating in the
7 disciplinary proceedings in any role, including adjudication of the case, and Respondent further
8 agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

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

20 9. **Binding Effect.** Respondent covenants and agrees that this Agreement is a
21 binding and enforceable contract upon Respondent and the Board's Investigative Committee,
22 which contract may be enforced in a court or tribunal having jurisdiction.

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

27
28

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

4 12. Failure to comply with terms. In the event the Board enters its Order approving
5 this Agreement, should Respondent fail to comply with the terms recited herein, the Board
6 would then have grounds, after notice and a hearing, to take disciplinary action against
7 Respondent in addition to that included herein for the subject's violation of an Order of the
8 Board in accordance with NRS 630.3065(2)(a). Moreover, the failure of Respondent to
9 reimburse the Board for monies agreed to be paid as a condition of settlement, may subject
10 Respondent to civil collection efforts.

11 Dated this 8th day of September 2011.

Dated this 6th day of September, 2011.

13 By: Lyn E. Beggs
14 Lyn E. Beggs, Esq.
15 Attorney for the Investigative Committee

By: Jacob Hafter
16 Jacob Hafter, Esq.
17 Attorney for Respondent

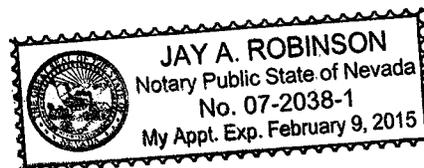
18 UNDERSTOOD AND AGREED:

19 Navneet Sharda
20 Navneet Sharda, M.D. Respondent

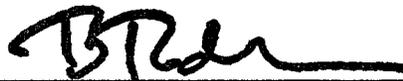
21 Dated this 15th day of September, 2011.

22 Subscribed and sworn to before me
23 this 15th day of September 2011.

24 Jay A. Robinson
25 Notary Public



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 9th day of
3 September 2011, with the final total amount of costs due of \$3,163.36.

4 

5 _____
6 Benjamin J. Rodriguez, M.D., President
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28