

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

3 * * * * *

4 In The Matter of Charges and)
5 Complaint Against)
6 ROMUALDO ARAGON, JR., M.D.,)
7 Respondent.)

Case No. 11-12861-1

FILED

DEC - 5 2011

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

9
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 Romualdo Aragon, Jr., M.D. (Respondent), by
15 and through his counsel Jack C. Juan, Esq. and Jack F. DeGree, Esq., of the law firm of Marquis
16 Aurbach Coffing, as follows:

17 **WHEREAS**, on July 25, 2011, the Board's IC filed a Complaint in the above referenced
18 matter charging Respondent with engaging in conduct that is grounds for discipline pursuant to the
19 Medical Practice Act (NRS Chapter 630 and NAC Chapter 630) to wit: one count of signing a
20 blank prescription form, a violation of NRS 630.304(4) as set forth in Count I of the Complaint;
21 one count of aiding, assisting employing or advising, directly or indirectly, an unlicensed person to
22 engage in the practice of medicine, a violation of NRS 630.305(1)(e) as set forth in Count II of the
23 Complaint; one count of engaging in conduct which is intended to deceive, a violation of
24 NRS 630.306(2)(a) as set forth in Count III of the Complaint; and one count of engaging in
25 conduct which the Board has determined is a violation of the standards of practice established by
26 regulation of the Board, a violation of NRS 630.306(2)(b) as set forth in Count IV of the
27 Complaint; and

28 ///

1 WHEREAS, Respondent has received and reviewed a copy of the Complaint, understands
2 it, and has consulted with competent counsel concerning the nature and significance of the
3 Complaint and Respondent is fully advised concerning his rights and defenses to the complaint as
4 well as the possible sanctions that may be imposed if the Board finds and concludes that he has
5 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act.

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

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

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

19 1. Consent to Entry of Order. In order to resolve the matter of these disciplinary
20 proceedings pending against him without any further costs and expense of providing a defense to
21 the Complaint or to any amended complaints, Respondent hereby agrees a stipulated resolution in
22 this matter is fair and appropriate and that an order may be entered herein by the Board finding that
23 Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act
24 to wit: one count of signing blank prescription forms as set forth in Count I of the Complaint, a
25 violation of NRS 630.304(4). The Board shall further order that the following discipline shall be
26 imposed:

- 27 a) Respondent shall be issued a public reprimand;
28 b) Respondent shall pay a fine of \$2000;

[Handwritten signature]
Nov 11, 2011

- 1 c) Respondent shall complete six hours of continuing medical education (CME) on
2 the topic of ethics in addition to those hours required to maintain licensure. Said CME
3 credits are to be completed within twelve months of the adoption and acceptance of this
4 Agreement by the Board and shall be pre-approved by the chair of the Investigative
5 Committee;
- 6 d) Respondent shall reimburse the Board the reasonable costs and expenses incurred
7 in the investigation and prosecution of this case, the current amount being \$1955.89, not
8 including any costs that may be necessary to finalize this Agreement. The costs and fine
9 shall be paid to the Nevada State Board of Medical Examiners within ninety (90) days of
10 the acceptance of this Agreement by the Board.

11 It shall be further order that counts II, III and IV of the Complaint be dismissed.

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

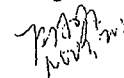
16 3. Waiver of Rights. Respondent covenants and agrees that he enters into this
17 Agreement knowingly, willingly, and intelligently with the advice of above identified counsel. In
18 connection with this Agreement, and the terms, covenants and conditions contained herein,
19 Respondent knowingly, willingly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

1 NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or that may apply
2 to Respondent in connection with the proceeding on the complaint filed herein.

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

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

26 6. Effect of Rejection of Agreement by Board. In the event the Board does not
27 approve the terms, covenants and conditions set out in this Agreement, this Agreement shall be
28 null, void, and of no further force and effect except as to the following covenant and agreement



1 regarding disqualification of adjudicating Board panel members. Respondent agrees that,
2 notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing
3 that occurs pursuant to efforts of the Investigative Committee or its counsel to seek acceptance
4 and adoption of this Agreement by the Board shall disqualify any member of the adjudicating
5 panel of the Board from considering the charges against Respondent and participating in the
6 disciplinary proceedings in any role, including adjudication of the case, and Respondent further
7 agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

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

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

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

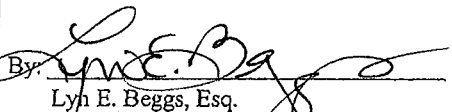
26 10. Attorneys' Fees and Costs. Respondent covenants and agrees that in the event
27 an action is commenced in the district court to enforce any provision of this Agreement, the
28 prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

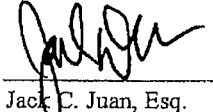
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Nov 11, 2011

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

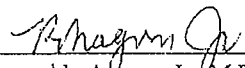
8 Dated this 2nd day of November, 2011.

Dated this 1st day of November, 2011.

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10 By: 
11 Lyn E. Beggs, Esq.
12 Attorney for the Investigative Committee
13 of the Nevada State Board of Medical
14 Examiners

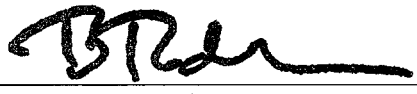
By: 
15 Jack C. Juan, Esq.
16 Jack F. DeGree, Esq.
17 Marquis Aurbach Coffing
18 10001 Park Run Drive
19 Las Vegas, NV 89145
20 Attorneys for Respondent

21 UNDERSTOOD AND AGREED:

22
23 
24 Romualdo Aragon, Jr., M.D. Respondent

25 Dated this 1st day of November, 2011.

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 2nd day of December
3 2011, with the final total amount of costs due of \$1,955.89.

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