2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

BEFORE THE BOARD OF MEDICAL EXAMINERS OF THE STATE OF NEVADA

* * * * *

In The Matter of Charges and) Case No. 11-29836-1
Complaint Against) FILED
NAUMAN JAHANGIR, M.D.,) MAR 1'2 2012
Respondent.	NEVADA STATE BOARD OF MEDICAL EXAMINERS By:

SETTLEMENT, WAIVER AND CONSENT AGREEMENT

THIS AGREEMENT is entered into by and between the Investigative Committee (IC) of Nevada State Board of Medical Examiners (the Board) composed Benjamin J. Rodriguez, M.D., Beverly A. Neyland, M.D. and Ms. Donna A. Ruthe, by and through counsel, Lyn E. Beggs, Esq., and Nauman Jahangir, M.D. (Respondent), by and through his counsel Kevin Lazar, Esq., of the law firm of Carroll, Kelly, Trotter, Franzen & McKenna, as follows:

WHEREAS, on September 16, 2011, the Board's IC filed a Complaint in the above referenced matter charging Respondent with engaging in conduct that is grounds for discipline pursuant to the Medical Practice Act (NRS Chapter 630 and NAC Chapter 630) to wit: one count of malpractice as defined by NAC 630.040 and as set forth in Count I of the Complaint, a violation of NRS 630.301(4); and

WHEREAS, Respondent has received and reviewed a copy of the Complaint, understands it, and has consulted with competent counsel concerning 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 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Respondent has reviewed all the relevant facts and circumstances of this matter and after due consideration and consultation with his counsel, after due consideration concedes that there exists

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

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

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

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

- 1. <u>Consent to Entry of Order</u>. In order to resolve the matter of these disciplinary proceedings pending against him without any further costs and expense of providing a defense to the Complaint or to any amended complaints, Respondent hereby agrees a stipulated resolution in this matter is fair and appropriate and that an order may be entered herein by the Board finding that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act to wit: one count of malpractice, as defined by NAC 630.040 and set forth in Count I of the Complaint, a violation of NRS 630.301(4). The Board shall further order that the following discipline shall be imposed
 - a) Respondent shall be issued a public reprimand;
 - b) Respondent shall complete six hours of AMA category one continuing medical education (CME) in the scope of his practice in addition to those hours required to

7

9 10

11

13

12

15

14

16 17

18

19 20

21

2223

24

25

26

27

28

maintain licensure. Said CME credits are to be completed within twelve months of the adoption and acceptance of this Agreement by the Board.

- c) Respondent shall reimburse the Board the reasonable costs and expenses incurred in the investigation and prosecution of this case, the current amount being \$1873.12, not including any costs that may be necessary to finalize this Agreement. The costs shall be paid to the Nevada State Board of Medical Examiners within ninety (90) days of the acceptance of this Agreement by the Board.
- 2. <u>Jurisdiction</u>. Respondent was at all times mentioned in the Complaint filed in the above-captioned matter was, a physician licensed to practice medicine in the state of Nevada subject to the jurisdiction of the Board to hear and adjudicate charges of violations of the Medical Practice Act (NRS 630), and to impose sanctions as provided by the Act.
- 3. Waiver of Rights. Respondent covenants and agrees that he enters into this Agreement knowingly, willingly, and intelligently with the advice of above identified counsel. In connection with this Agreement, and the terms, covenants and conditions contained herein, Respondent knowingly, willingly and intelligently, waives all rights arising under or pursuant to the United States Constitution, the Constitution of the state of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or that may apply to Respondent in connection with the proceeding regarding the Complaint filed herein, the defense of said Complaint and the adjudication of the charges in said Complaint, and Respondent further agrees that the matter of the disciplinary action commenced by the filing of the complaint herein may be settled and resolved in accordance with this Agreement without a hearing or any further proceeding, and without the right to judicial review. In the event this Agreement is not approved by the Board, this Agreement shall have no force and effect and Respondent shall have all rights arising under or pursuant to the United States Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or that may apply to Respondent in connection with the proceeding on the complaint filed herein.
- 4. <u>Procedure for Adoption of Agreement</u>. It is expressly understood that this Agreement will only become effective if the Board approves the recommendation of the

17 18 19

16

2021

22

23

24

25262728

Investigative Committee for acceptance. The Investigative Committee and counsel for the Investigative Committee shall recommend approval of the terms, covenants and conditions contained herein by the Board in resolution of the disciplinary proceedings pending herein against Respondent pursuant to the Complaint. In the course of seeking Board approval of this Agreement, counsel for the Investigative Committee may communicate directly with the Board staff and members of the panel of the Board who would adjudicate this case if it were to go to hearing. Respondent covenants and agrees that such contacts and communication may be made or conducted ex parte, without notice or opportunity to be heard on his part or on the part of his counsel, if any, until the public Board meeting where this Agreement is discussed, and that such contacts and communications may include, but not be limited to, matters concerning this Agreement, the Complaint and the allegations therein, any and all evidence that may exist in support of the Complaint, and any and all information of every nature whatsoever related to the complaint against Respondent. The Investigative Committee and its counsel agree that Respondent and his counsel may appear at the Board meeting where this Agreement is discussed in order to respond to any and all questions that may be addressed to the Investigative Committee or its counsel at such meeting.

- 5. Effect of Acceptance of Agreement by Board. In the event the Board approves the terms, covenants and conditions set out in this Agreement, counsel for the Investigative Committee will cause to be entered herein the Board's Order approving this Settlement, Waiver and Consent Agreement, ordering full compliance with the terms herein and ordering that this case be closed, subject to the provisions in Paragraph 1.
- 6. Effect of Rejection of Agreement by Board. In the event the Board does not approve the terms, covenants and conditions set out in this Agreement, this Agreement shall be null, void, and of no further force and effect except as to the following covenant and agreement regarding disqualification of adjudicating Board panel members. Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing that occurs pursuant to efforts of the Investigative Committee or its counsel to seek acceptance and adoption of this Agreement by the Board shall disqualify any member of the adjudicating

8

11

10

12 13

14

16

15

17 18

19 20

22 23

21

24 25

26 27 28

panel of the Board from considering the charges against Respondent and participating in the disciplinary proceedings in any role, including adjudication of the case, and Respondent further agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

- 7. Release From Liability. In execution of this Agreement, the Respondent, for himself, his executors, successors and assigns, hereby releases and forever discharges the state of Nevada, the Board, the Nevada Attorney General, and each of their members, agents and employees in their representative capacities, and in their individual capacities absent evidence of bad faith, 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 or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this settlement or its administration, in connection with the complaint. The Investigative Committee hereby agrees to accept this Agreement in full settlement of all claims related to the complaint, with the understanding that the final decision rests with the Board.
- 8. Binding Effect. Respondent covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent and the Board's Investigative Committee, which contract may be enforced in a court or tribunal having jurisdiction.
- 9. Forum Selection Clause. Respondent covenants and agrees that in the event either party is required to seek enforcement of this Agreement in the district court, he consents to such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second Judicial District Court of the State of Nevada in and for the County of Washoe.
- 10. Attorneys' Fees and Costs. Respondent covenants and agrees that in the event an action is commenced in the district court to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.
- Failure to comply with terms. In the event the Board enters its Order approving 11. this Agreement, should Respondent fail to comply with the terms recited herein, the Board would then have grounds, after notice and a hearing, to take disciplinary action against Respondent in addition to that included herein for the subject's violation of an Order of the

1	Board in accordance with NRS 630.3065(2)(a). Moreover, the failure of Respondent to
2	reimburse the Board for monies agreed to be paid as a condition of settlement, may subject
3	Respondent to civil collection efforts.
4	Dated this 7th day of March 2012 Dated this 07 day of March, 12.
5	Dated this day of //account
6	By June By:
7	Lyn E. Beggs, Esq. Kevin Lazar, Esq.
8	Attorney for the Investigative Committee Carroll, Kelly, Trotter, Franzen & McKenna McKenna
9	Examiners
10	
- 11	UNDERSTOOD AND AGREED:
12	
13	
14	National Jahangir, M.D. Respondent
15	Dated this 7 day of March 2012 -
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	i I
26	
27	

IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 9th day of March 2012, with the final total amount of costs due of \$1,873.12.

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