

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

3 * * * * *

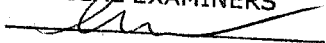
4
5
6 **In The Matter of Charges and**)
7 **Complaint Against**)
8 **NAVNEET SHARDA, M.D.,**)
9 **Respondent.**)

Case No. 12-11856-1

FILED

NOV 30 2012

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

10
11 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

12 **THIS AGREEMENT** is hereby entered into by and between the Investigative Committee
13 (IC) of the Nevada State Board of Medical Examiners (Board), composed of
14 Theodore B. Berndt, M.D., Chairman, Valerie J. Clark, BSN, RHU, LUTCF, Member, and
15 Michael J. Fischer, M.D., Member, in the above-captioned matter, by and through,
16 Bradley O. Van Ry, Esq., Board General Counsel and Attorney for the IC, and
17 Navneet Sharda, M.D. (Respondent), as follows:

18 **WHEREAS**, on April 16, 2012, the Board's IC filed a formal Complaint in the
19 above-referenced matter charging Respondent with engaging in conduct that is grounds for
20 discipline pursuant to the Nevada Medical Practice Act, Chapter 630 of the
21 Nevada Revised Statutes (NRS), to wit: Count I, one count of failure to maintain timely, legible,
22 accurate and complete medical records relating to the diagnosis, treatment and care of a patient, a
23 violation of NRS 630.3062(1); Count II, one count of willful disclosure of a communication
24 privileged pursuant to a statute or court order, a violation of NRS 630.3065(1); Count III, one
25 count of willful failure to perform a statutory or other legal obligation imposed upon a licensed
26 physician, a violation of NRS 630.3065(3);

27 ///

1 **WHEREAS**, Respondent has received a copy of the formal Complaint, reviewed it,
2 understands it and is fully aware concerning his rights and defenses to the formal Complaint, as
3 well as the possible sanctions that may be imposed if the Board finds and concludes that he has
4 violated one or more provisions of the Nevada Medical Practice Act, and after due consideration,
5 concedes that evidence exists such that the Board may find that he engaged in conduct which is in
6 violation of the Nevada Medical Practice Act as set forth in Count I;

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

13 **WHEREAS**, Respondent understands and agrees that if the Board approves the terms,
14 covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated
15 below shall be binding and enforceable upon him.

16 **NOW THEREFORE**, in order to resolve this matter and all charges alleged by the
17 Board's IC in the above-captioned matter, Respondent and the IC hereby agree to the following
18 terms, covenants and conditions:

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

23 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement**.

24 Respondent is not represented by legal counsel in this matter but has had ample
25 opportunity to review this Agreement, the formal Complaint filed in this matter and the related
26 factual basis. Respondent covenants and agrees that he enters into this Agreement knowingly,
27 willingly and intelligently.

28

1 **3. Waiver of Rights.** Respondent waives all rights in connection with this
2 Agreement, and the terms, covenants and conditions contained herein, and with the understanding
3 that Respondent knowingly, willingly and intelligently waives all rights arising under or pursuant
4 to the United States Constitution, the constitution of the state of Nevada, NRS Chapter 630,
5 NRS Chapter 233B, and any other statutory rights that may be available to him or that may apply
6 to him in connection with the proceedings on the formal Complaint filed herein, the defense of
7 said formal Complaint and the adjudication of the charges in said formal Complaint.

8 Respondent agrees that the matter of the formal Complaint herein may be settled and
9 resolved in accordance with this Agreement without a hearing or any further proceedings, and
10 without the right to judicial review. In the event this Agreement is not approved by the Board, this
11 Agreement shall have no force and effect and shall be *void ab initio*, and Respondent shall have all
12 rights arising under or pursuant to the United States Constitution, the constitution of the state of
13 Nevada, NRS Chapter 630, NRS Chapter 233B, and any other statutory rights that may be
14 available to him or that may apply to him in connection with the proceeding on the formal
15 Complaint filed herein.

16 **4. Consent to Entry of Order.** Respondent is aware that the trier of fact, the Board,
17 may find a factual basis in support of the formal Complaint against Respondent. Accordingly, in
18 order to resolve the matter without incurring further costs and expense of providing a defense to
19 the Complaint or to any Amended Complaint, and in exchange for this waiver of the Respondent's
20 aforementioned rights, Respondent enters into this Agreement¹ and agrees:

21 a. The Board may find that Respondent has engaged in conduct that is grounds
22 for discipline pursuant to the Nevada Medical Practice Act, to wit: the failure to maintain timely,
23 legible, accurate and complete medical records relating to the diagnosis, treatment and care of a
24 patient, a violation of NRS 630.3062(1), as set forth in Count I of the formal Complaint;

25
26
27 ¹ All admissions made by Respondent are solely for final disposition of this matter and any subsequent related
28 administrative proceedings or civil litigation involving the Board and Respondent. Therefore, said admissions by
Respondent 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 court proceeding, or any other state or federal court, or
any credentialing or privileges matter.

1 b. Pursuant to NRS 622.400, Respondent shall reimburse the Board the sum of
2 \$1,234.97, the current amount of the costs incurred by the Board to investigate and prosecute this
3 matter, along with the costs to conclude the matter, if any. The costs shall be paid to the
4 Board within thirty (30) days of the Board's acceptance and approval of this Agreement;

5 c. Respondent shall pay a fine of \$500.00 to the Board within thirty (30) days
6 of the Board's acceptance and approval of this Agreement;

7 d. Counts II and III of the Complaint shall be dismissed; and,

8 e. The terms of this Agreement shall not be reported to the
9 National Practitioner Data Bank or the Healthcare Integrity & Protection Data Bank.

10 **5. Release From Liability.** In execution of this Agreement, the Respondent, for
11 himself, his executors, successors and assigns, hereby releases and forever discharges the state of
12 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and
13 employees in their representative capacities, and in their individual capacities, from any and all
14 manner of actions, causes of action, suits, debts, judgments, executions, claims and demands
15 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have
16 or claim to have, against any or all of the persons or entities named in this paragraph arising out of
17 or by reason of this investigation, this Agreement or its administration.

18 **6. Procedure of Adoption of Agreement.** The IC and counsel for the IC shall
19 recommend approval and adoption of the terms, covenants and conditions contained herein by the
20 Board in resolution of the formal Complaint pending herein against Respondent. In the course of
21 seeking Board approval, adoption and/or acceptance of this Agreement, counsel for the IC may
22 communicate directly with the Board staff and members of the panel of the Board who would
23 adjudicate this case if it were to go to hearing.

24 Respondent acknowledges that such contacts and communication may be made or
25 conducted ex parte, without notice or opportunity to be heard on his part, or on the part of his
26 counsel, if any, until the public Board meeting where this Agreement is discussed, and that such
27 contacts and communications may include, but not be limited to, matters concerning this
28 Agreement, the formal Complaint, and any and all information of every nature whatsoever related

1 to the formal Complaint or the proceedings herein against Respondent. The IC and its counsel
2 agree that Respondent and/or his counsel, if any, may appear at the Board meeting where this
3 Agreement is discussed, and if requested, respond to any questions that may be addressed to the IC
4 or its counsel.

5 **7. Effect of Acceptance of Agreement by Board.** In the event the Board approves,
6 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
7 IC will cause to be entered herein the Board's order accepting, adopting and approving this
8 Settlement, Waiver and Consent Agreement, ordering full compliance with the terms herein and
9 ordering that this case be closed, subject to the provisions in Paragraph 4.

10 **8. Effect of Rejection of Agreement by Board.** In the event the Board does not
11 approve, accept and adopt the terms, covenants and conditions set out in this Agreement, this
12 Agreement shall be null, void, and of no further force and effect except as to the following
13 covenant and agreement regarding disqualification of adjudicating Board panel members.
14 Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing
15 contained herein and nothing that occurs pursuant to efforts of the IC or its counsel to seek
16 acceptance and adoption of this Agreement by the Board shall disqualify any member of the
17 adjudicating panel of the Board from considering the charges against Respondent and participating
18 in the disciplinary proceeding in any role, including adjudication of the case. Respondent further
19 agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

20 **9. Binding Effect.** If this Agreement is approved by the Board, Respondent
21 covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent
22 and the Board's IC 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 either
24 party is required to seek enforcement of this Agreement in the district court, he consents to such
25 jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the
26 Second Judicial District Court of the state of Nevada in and for the county of Washoe.

27 ///

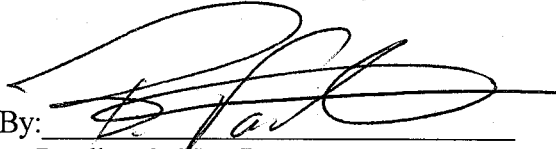
28

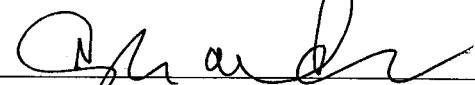
1 **11. Attorneys' Fees and Costs.** Respondent covenants and agrees that in the event an
2 action is commenced in the district court to enforce any provision of this Agreement the prevailing
3 party shall be entitled to recover costs and reasonable attorneys' fees.

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 would
6 then have grounds, after notice and a hearing, to take disciplinary action against Respondent,
7 including but not limited to, potential revocation of Respondent's license to practice medicine in
8 the state of Nevada and/or any other discipline authorized by the MPA. In addition, Respondent
9 shall be subject to the discipline outlined herein for a violation of an order of the Board in
10 accordance with NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the
11 Board for monies agreed to be paid as a condition of settlement may subject Respondent to civil
12 collection efforts.

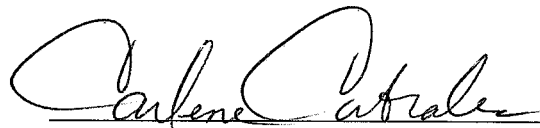
13 Dated this 20th day of Nov., 2012.

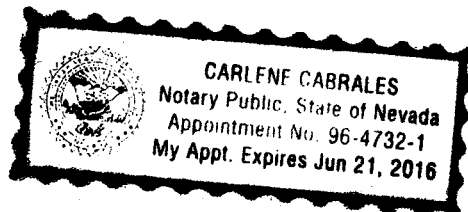
Dated this 16th day of November, 2012.

14
15 By: 
16 Bradley O. Van Ry, Esq.
17 Attorney for the Investigative Committee

UNDERSTOOD AND AGREED:

18 Navneet Sharda, M.D., Respondent


19 Subscribed and sworn to before me
20 this 16 day of Nov 2012.

21 
22 Notary Public



1
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

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 30th day of November 2012, with the final total amount of costs due of \$1,234.97.



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