

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


**In The Matter of Charges and)
Complaint Against)
SAMI SALIH ZAMZAM, M.D.,)
Respondent.)**

Case No. 11-26112-1

FILED

JUN - 8 2012

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

SETTLEMENT, WAIVER AND CONSENT AGREEMENT

THIS AGREEMENT is entered into by and between the Investigative Committee of the Nevada State Board of Medical Examiners (the Board), composed of Theodore B. Berndt, M.D, Ms. Valerie J. Clark, BSN, RHU, LUTCF, and Michael J. Fischer, M.D., by and through its counsel, Lyn E. Beggs, Esq., and Sami Salih Zamzam, M.D. (Respondent), by and through his counsel, Brent S. Vogel, Esq., as follows:

WHEREAS, on December 28, 2011, the Board's Investigative Committee 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 (Nevada Revised Statutes (NRS) Chapter 630), to wit: one count of aiding, assisting, employing or advising, directly or indirectly, any unlicensed person to engage in the practice of medicine as set forth in Count I of the Complaint, a violation of NRS 630.305(1)(e); 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

1 concludes that he has engaged in conduct that is grounds for discipline pursuant to the Medical
2 Practice Act. Respondent has reviewed all the relevant facts and circumstances of this matter
3 and, after due consideration, concedes that while his actions were unintentional, there exists
4 enough evidence that the Board could consider the allegations set forth in Count I of the
5 Complaint, and if the allegations were proven, make a finding he violated the Medical Practice
6 Act as set forth in Count I of the Complaint; and

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

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

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

20 1. **Consent to Entry of Order**. In order to resolve the matter of these disciplinary
21 proceedings pending against him without any further costs and expense of providing a defense
22 to the Complaint or to any amended complaints, Respondent hereby agrees a stipulated
23 resolution in this matter is fair and appropriate and Respondent hereby agrees, that while his
24 actions were unintentional, that an order may be entered herein by the Board finding that
25 Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice
26 Act, to wit: aiding, assisting, employing or advising, directly or indirectly, any unlicensed

1 person to engage in the practice of medicine as set forth in count I of the Complaint, a violation
2 of NRS 630.305(1)(e); and ordering that Respondent be fined \$3,000. Respondent shall further
3 be ordered to reimburse the Board the reasonable costs and expenses incurred in the
4 investigation and prosecution of this case, the current amount being \$897.28, not including any
5 costs that may be necessary to finalize this Agreement. The costs and fine shall be paid to the
6 Nevada State Board of Medical Examiners within ninety (90) days of the acceptance of this
7 Agreement by the Board.

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

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

1 proceeding on the complaint filed herein.

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

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

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

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1 case be closed, subject to the provisions in Paragraph 1.

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

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

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

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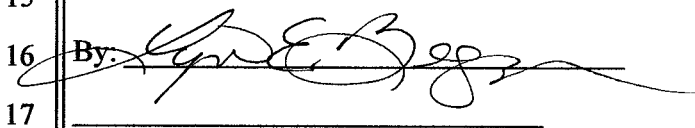
1 either party is required to seek enforcement of this Agreement in the district court, he consents
2 to such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second
3 Judicial District Court of the State of Nevada in and for the County of Washoe.

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

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

14 Dated this 15th day of May, 2012.

Dated this 25 day of May, 2012.

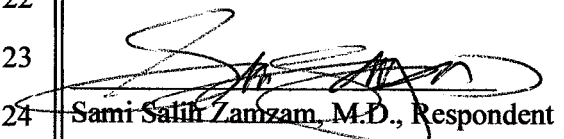
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16 By: 

By: 

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18 Lyn E. Beggs, Esq.
19 Attorney for the Investigative Committee
20 of the Nevada State Board of Medical
21 Examiners

Brent S. Vogel, Esq.
Lewis, Brisbois, Bisgaard & Smith
Attorney for Respondent

22 UNDERSTOOD AND AGREED:

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Sami Salih Zamzam, M.D., Respondent

25 Dated this 7th day of May, 2012.

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 8th day of June
3 2012, with the final total amount of costs due of \$897.28.

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

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