

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

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5
6 **In the Matter of Charges and**

7 **Complaint Against**

8 **NAVNEET N. SHARDA, M.D.,**

9
10 **Respondent.**

) **Case No. 13-11856-1 &**

) **13-11856-2**
) **FILED**

) **SEP - 5 2014**

) **NEVADA STATE BOARD OF**
) **MEDICAL EXAMINERS**

By: 

11 **SETTLEMENT 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 Beverly A. Neyland, M.D., Sue Lowden, and Bashir Chowdhry, M.D. in the above-captioned
15 matters, by and through Erin L. Albright, Esq., Board General Counsel and attorney for the IC,
16 and Navneet N. Sharda, M.D. (Respondent), by and through his counsel, L. Kristopher Rath, Esq.,
17 as follows:

18 **WHEREAS**, on May 13, 2013, the Board's IC filed a formal Complaints in Case Number
19 13-11856-1 charging Respondent with engaging in conduct that is grounds for discipline pursuant
20 to the Nevada Medical Practice Act (MPA), i.e., Nevada Revised Statutes (NRS) Chapter 630 and
21 Nevada Administrative Code (NAC) Chapter 630, to wit: Count I, one (1) count of failure to
22 maintain timely, legible, accurate and complete medical records relating to the diagnosis,
23 treatment and care of a patient, one (1) violation of NRS 630.3062(1); and Count II, one (1) count
24 of malpractice, defined by NAC 630.040 as the failure of a physician, in treating a patient, to use
25 the reasonable care, skill or knowledge ordinarily used under similar circumstances, one (1)
26 violation of NRS 630.301(4); and

27 **WHEREAS**, on July 22, 2013, the Board's IC filed a formal Complaints in Case Number
28 13-11856-2 charging Respondent with engaging in conduct that is grounds for discipline pursuant

1 to the MPA, to wit: Count I, one (1) count of failure to maintain timely, legible, accurate and
2 complete medical records relating to the diagnosis, treatment and care of a patient, one (1)
3 violation of NRS 630.3062(1); Count II, one (1) count of engaging in conduct that brings the
4 medical profession into disrepute, one (1) violation of NRS 630.301(9); and Count III, one (1)
5 count of charging for visits to the physician's office that did not occur or for services that were not
6 rendered, one (1) violation of NRS 630.305(1)(d); and

7 **WHEREAS**, Respondent received a copy of the formal Complaints, reviewed them,
8 understands them, and consulted with above-identified counsel concerning the nature and
9 significance of the formal Complaints. Respondent is fully advised concerning his rights and
10 defenses to the formal Complaints, as well as the possible sanctions that may be imposed if the
11 Board finds and concludes that he violated one or more provisions of the MPA; and

12 **WHEREAS**, Respondent understands and agrees that he has certain rights under the
13 United States Constitution and the Constitution of the state of Nevada, as well as under the MPA
14 and the Nevada Administrative Procedures Act (NRS Chapter 233B), including, but not limited to,
15 the right to a formal hearing on the charges against him, the right to representation by counsel in
16 the preparation and presentation of his defense, the right to confront and cross-examine the
17 witnesses against him, the right to written findings, conclusions and an order regarding a final
18 decision by the Board, and the right to judicial review of any final decision by the Board that is
19 adverse to him; and

20 **WHEREAS**, Respondent understands and agrees that this Settlement Agreement
21 (Agreement) is entered into by and between himself and the Board's IC, and not with the Board,
22 but that the IC will present this Agreement to the Board for consideration in open session at a
23 meeting duly noticed and scheduled. Respondent understands that the IC shall advocate approval
24 of this Agreement by the Board, but that the Board has the right to decide in its own discretion
25 whether or not to approve this Agreement; and

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

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

4 **1. Jurisdiction.** Respondent is, and at all times mentioned in the formal Complaints
5 filed in the above-captioned matter was, a physician licensed to practice medicine in the state of
6 Nevada subject to the jurisdiction of the Board to hear and adjudicate charges of violations of the
7 MPA, and to impose sanctions as provided by the MPA.

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

9 Respondent is represented by above-identified counsel herein, whom Respondent
10 covenants and agrees is fully capable, competent and fully advised in these circumstances, and
11 Respondent further covenants and agrees that he knowingly, willingly, and intelligently enters into
12 this Agreement after full consultation with and upon advice of above-identified counsel.

13 **3. Waiver of Rights.** In connection with this Agreement, and the terms, covenants
14 and conditions contained herein, Respondent knowingly, willingly and intelligently, with the
15 advice of above-identified counsel, waives all rights in connection with this Agreement, and the
16 terms, covenants and conditions contained herein, and with the understanding that Respondent
17 knowingly, willingly and intelligently waives all rights arising under or pursuant to the
18 United States Constitution, the constitution of the state of Nevada, the MPA, NRS Chapter 233B,
19 and any other statutory rights that may be available to him or that may apply to him in connection
20 with the proceedings on the formal Complaints filed herein, the defense of said formal
21 Complaints, the adjudication of the charges in said formal Complaints, and the imposition of
22 sanctions.

23 Respondent agrees that the matter of the formal Complaints herein may be settled and
24 resolved in accordance with this Agreement without a hearing or any further proceedings, and
25 without the right to judicial review.

26 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and
27 agrees that the Board's IC has a reasonable basis to believe that Respondent engaged in one or
28 more instances of conduct that is grounds for discipline pursuant to the provisions of the MPA.

1 **5. Consent to Entry of Order.** Respondent does not concede or admit to the
2 allegations contained in the formal Complaints against him, which he expressly denies, and which,
3 but for his desire to reach this compromise, he would contest at the formal hearing on these
4 matters. In order to resolve the matter of these disciplinary proceedings pending against him without
5 incurring any further costs and expense of providing a defense to the formal Complaints, Respondent
6 hereby agrees¹ that the Board may issue an Order finding that Respondent engaged in conduct that
7 is grounds for discipline pursuant to the MPA, to wit: one (1) count of failure to maintain timely,
8 legible, accurate and complete medical records relating to the diagnosis, treatment and care of a
9 patient, one violation of NRS 630.3062(1), as set forth in Count I of the formal Complaints in
10 Case Number 13-11856-1; and one (1) count of failure to maintain timely, legible, accurate and
11 complete medical records relating to the diagnosis, treatment and care of a patient, one violation
12 of NRS 630.3062(1), as set forth in Count I of the formal Complaints in Case Number 13-11856-
13 2, and agrees that:

14 a. Respondent shall receive a public reprimand;
15 b. Respondent shall complete twelve (12) hours of Continuing Medical
16 Education (CME), in person, regarding the subject of medical records and/or ethics, within one (1)
17 year of the acceptance, adoption and approval of this Agreement by the Board. The
18 aforementioned hours of CME shall be in addition to any CME requirements that are regularly
19 imposed upon Respondent as a condition of licensure in the state of Nevada and shall be approved
20 by the Board prior to their completion;

21 c. Pursuant to NRS 622.400, Respondent shall reimburse the sum of Three
22 Thousand Four Hundred One and 50/100 Dollars (\$3,401.50), the current amount of the fees and
23 costs incurred by the Board to investigate and prosecute these matters, along with the costs to
24 conclude these matters, if any. The costs shall be paid to the Board within one (1) year of the
25 Board's acceptance, adoption and approval of this Agreement;

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

- 1 d. The remaining count in Case Number 13-11856-1 shall be dismissed;
2 e. The remaining counts in Case Number 13-11856-2 shall be dismissed; and
3 f. The terms of this Agreement shall be reported as required by law.

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

12 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
13 recommend approval and adoption of the terms, covenants and conditions contained herein by the
14 Board in resolution of the formal Complaints pending herein against Respondent. In the course of
15 seeking Board approval, adoption and/or acceptance of this Agreement, counsel for the IC may
16 communicate directly with the Board staff and the adjudicating members of the Board.

17 Respondent acknowledges that such contacts and communication may be made or
18 conducted ex parte, without notice or opportunity to be heard on his part or on the part of his
19 counsel until the public Board meeting where this Agreement is discussed, and that such contacts
20 and communications may include, but not be limited to, matters concerning this Agreement, the
21 formal Complaints, and any and all information of every nature whatsoever related to the formal
22 Complaints or the proceedings herein against Respondent. The IC and its counsel agree that
23 Respondent and/or his counsel may appear at the Board meeting where this Agreement is
24 discussed, and if requested, respond to any questions that may be addressed to the IC or its
25 counsel.

26 **8. Effect of Acceptance of Agreement by Board.** In the event the Board approves,
27 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
28 IC will cause the Board's order accepting, adopting and approving this Agreement to be entered

1 herein, ordering full compliance with the terms herein and ordering that this case be closed,
2 subject to the provisions in Paragraph 5.

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

14 **10. Binding Effect.** If this Agreement is approved by the Board, Respondent
15 covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent
16 and the Board's IC, which contract may be enforced in a court or tribunal having jurisdiction.

17 **11. Forum Selection Clause.** Respondent covenants and agrees that in the event
18 either party is required to seek enforcement of this Agreement in the district court, he consents to
19 such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the
20 Second Judicial District Court of the state of Nevada in and for the county of Washoe.

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

24 **13. Failure to Comply With Terms.** In the event the Board enters its order approving
25 this Agreement, should Respondent fail to comply with any term or condition recited herein, the
26 Board shall be authorized to immediately suspend Respondent's license to practice medicine in
27 the state of Nevada pending an order to show cause hearing, which will be duly noticed.

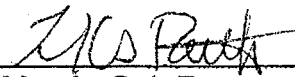
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1 Further, failure to comply with the terms recited herein may result in additional disciplinary action
2 being initiated against Respondent for a violation of an order of the Board in accordance with
3 NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the Board for monies
4 agreed to be paid as a condition of settlement may subject Respondent to civil collection efforts.

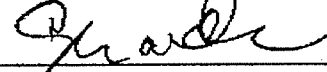
5 Dated this 19th day of August, 2014.

Dated this 19th day of August, 2014.

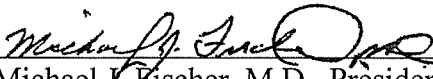
6 By: 
7 Erin L. Albright, Esq.
8 Attorney for the Investigative Committee

By: 
L. Kristopher Rath, Esq.
Attorney for Respondent

9 UNDERSTOOD AND AGREED:

10 
11 NAVNEET N. SHARDA, M.D., Respondent
12 Dated this 18 day of August, 2014.

1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the
2 Nevada State Board of Medical Examiners on the 5th day of September 2014, with the final total
3 amount of costs due of \$3,401.50.

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5 
6 Michael J. Fischer, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS