

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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**In the Matter of Charges and
Complaint Against
ARA KESHISHIAN, M.D.,
Respondent.**

Case No. 15-20508-1

FILED

SEP 11 2015

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

SETTLEMENT AGREEMENT

The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners (Board) and Ara Keshishian, M.D. (Respondent), a licensed physician in Nevada, hereby enter into this Settlement Agreement (Agreement) based on the following:²

A. Background

1. Respondent is a physician licensed by the Board to practice medicine in Nevada since July 20, 2001 (license no. 9900). Respondent has not practiced medicine in Nevada for over ten years and, at this time, does not anticipate practicing medicine in Nevada in the future.

2. On February 19, 2015, the IC filed the formal Complaint (Complaint) in this matter charging Respondent with engaging in conduct that is grounds for discipline pursuant to Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630 (collectively Medical Practice Act). The Complaint alleges one violation of NRS 630.301(3), based on disciplinary action taken against Respondent's California license by the California Medical Board. Respondent's California license was revoked, then stayed and placed in a probationary status.

¹ In this matter, the Investigative Committee of the Nevada State Board of Medical Examiners is composed of Theodore B. Berndt, M.D., IC Chairman, Valerie J. Clark, BSN, RHU, LUTCF, IC Member, and Michael J. Fischer, M.D., IC Member.

² All agreements and admissions made by Respondent are solely for final disposition of this matter and any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore, Respondent's agreements and admissions 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, any state or federal court proceeding, or any credentialing or privileges matter.

1 Respondent is required to comply with certain terms of probation, which are enumerated in the
2 California Stipulated Settlement and Disciplinary Order (California Order). (Ex. 1.)

3 3. Respondent notified the Board of pending proceedings in California at the time of
4 license renewal. At that time, no disciplinary action had been taken by the California Medical Board.

5 4. Respondent was properly served with a copy of the Complaint, and has reviewed
6 the Complaint, understands the Complaint, and has had the opportunity to consult with competent
7 counsel concerning the nature and significance of the Complaint.

8 5. Respondent is hereby advised of his rights regarding this administrative matter, and of
9 his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
10 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
11 Constitution, the Medical Practice Act, and the Nevada Administrative Procedure Act (APA)
12 (NRS Chapter 233B). These rights include the right to a formal hearing on the allegations in the
13 Complaint, the right to representation by counsel, at his own expense, in the preparation and
14 presentation of his defense, the right to confront and cross-examine the witnesses and evidence against
15 him, the right to written findings of fact, conclusions of law, and order reflecting the final decision of
16 the Board, and the right to judicial review of the Board's order, if the decision is adverse to him.

17 6. Respondent understands that, under the Board's charge to protect consumers by
18 regulating the practice of medicine, the Board may take disciplinary action against Respondent's
19 license, including license probation, license suspension, license revocation, and imposition of
20 administrative fines, as well as any other reasonable requirement or limitation, if the Board
21 concludes that Respondent violated one or more provisions of the Medical Practice Act.

22 7. Respondent understands and agrees that this Agreement, by and between himself
23 and the IC, is not with the Board, and that the IC will present this Agreement to the Board for
24 consideration in open session at a meeting duly noticed and scheduled. Respondent understands
25 that the IC shall advocate for the Board's approval of this Agreement, but that the Board has the
26 right to decide in its own discretion whether or not to approve this Agreement. Respondent
27 further understands and agrees that if the Board approves this Agreement, then the terms and
28 conditions enumerated below shall be binding and enforceable upon him and the Board.

1 **B. Terms & Conditions**

2 **NOW, THEREFORE**, in order to resolve this matter, Respondent and the IC hereby
3 agree to the following terms and conditions:

4 1. **Jurisdiction**. Respondent is and, at all times relevant to the Complaint, has been a
5 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set
6 out in the Medical Practice Act. The IC may initiate disciplinary action against a licensee when
7 another jurisdiction takes disciplinary action against the licensee. NRS 630.301(3).

8 2. **Representation by Counsel/Knowing, Willing, and Intelligent Agreement**.
9 Respondent understands that he may retain and consult counsel prior to entering into this
10 Agreement at his own expense. Respondent acknowledges that he is not represented by counsel in
11 Nevada, and wishes to resolve this matter without counsel. Respondent agrees that if counsel is
12 retained for representation in this matter prior to entering into this Agreement, that counsel for the
13 IC will be informed of such representation prior to Respondent's executing this Agreement.
14 Respondent agrees that he enters into this Agreement knowingly, willingly, and intelligently.

15 3. **Waiver of Rights**. In connection with this Agreement, and the associated terms
16 and conditions, Respondent knowingly, willingly, and intelligently waives all rights in connection
17 with this administrative matter. Respondent hereby knowingly, willingly, and intelligently waives
18 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
19 Practice Act, the APA, and any other legal rights that may be available to him or that may apply to
20 him in connection with the administrative proceedings resulting from the Complaint filed in this
21 matter, including defense of the Complaint, adjudication of the allegations set forth in the
22 Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
23 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
24 Agreement without a hearing or any further proceedings, and without the right to judicial review.

25 4. **Acknowledgement of Reasonable Basis to Proceed**. Respondent agrees that the
26 IC has a reasonable basis to believe that Respondent engaged in conduct that is grounds for
27 discipline pursuant to the Medical Practice Act.

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1 **5. Consent to Entry of Order.** In order to resolve the pending Complaint without
2 incurring any further costs or the expense associated with a hearing, Respondent hereby agrees that
3 the Board may issue an order finding that Respondent engaged in conduct that is grounds for
4 discipline pursuant to the Medical Practice Act. Based on the disciplinary action taken by another
5 state, Respondent hereby agrees that:

6 a. Respondent shall be fined \$2,500, with payment due within thirty (30) days
7 of the Board's order;

8 b. The Board shall issue a public reprimand;

9 c. Respondent shall pay the Board \$257.08, the fees and costs incurred as part
10 of the Board's investigative, administrative, and disciplinary proceedings against Respondent, as
11 authorized by NRS 622.400, within thirty (30) days of the Board's final order in this matter;

12 d. Respondent's Nevada physician's license shall be placed in an inactive
13 status; should Respondent wish to resume the practice of medicine in Nevada, Respondent will
14 have to comply with the requirements of NRS 630.255(4);³

15 e. Respondent shall reimburse the Board for any reasonable costs and expenses
16 further incurred by the Board in monitoring Respondent's compliance with this Agreement within
17 thirty (30) days of issuance of an invoice;

18 f. Respondent shall remain in compliance with the California Order, and shall
19 notify the Board when probation of his California license is complete;

20 g. Respondent shall issue a release to the Medical Board of California
21 allowing the Medical Board of California to provide a copy of Respondent's quarterly reports
22 directly to the Board; and

23 h. The terms of this Agreement shall be reported as required by law.

24 If Respondent chooses to allow his Nevada physician's license to expire by not renewing his
25 license by July 1, 2015, Respondent shall not be required to comply with the provisions set forth
26 in paragraphs e, f and g, above. If Respondent renews his license within the two-year period after

27 _____
28 ³ Under the provisions of NRS 630.255, among other things, Respondent would be required to satisfy to the Board's satisfaction that Respondent is competent to practice medicine, which may require Respondent to appear before the Board, at the Board's discretion.

1 expiration by complying with the requirements set out in NRS 630.267(2), Respondent shall be
2 required to comply with paragraphs e, f and g, above, before the Board renews Respondent's
3 Nevada physician's license in an inactive status.

4 **6. Release From Liability.** In execution of this Agreement, Respondent understands
5 and agrees that the state of Nevada, the Board, and each of its members, staff, counsel,
6 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants, and
7 agents are immune from civil liability for any decision or action taken in good faith in response to
8 information acquired by the Board. NRS 630.364(2). Respondent agrees to release the state of
9 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
10 committees, panels, hearing officers, consultants, and agents from any and all manner of actions,
11 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
12 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
13 any or all of the persons, government agencies, or entities named in this paragraph arising out of,
14 or by reason of, this investigation, this Agreement, or the administration of this case.

15 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
16 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
17 resolution of the Complaint pending against Respondent. In the course of seeking Board
18 acceptance, approval, and adoption of this Agreement, counsel for the IC may communicate
19 directly with the Board staff and the adjudicating members of the Board.

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

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1 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
2 approves, and adopts this Agreement, the Board shall issue a final order, making this Agreement
3 an order of the Board.

4 **9. Effect of Rejection of Agreement by Board.** In the event the Board does not
5 accept, approve, and adopt this Agreement, this Agreement shall be null, void, and of no force and
6 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
7 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
8 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
9 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
10 the allegations in the Complaint and from participating in disciplinary proceedings against
11 Respondent, including adjudication of the case; and (2) Respondent further agrees that he shall not
12 seek to disqualify any such member absent evidence of bad faith.

13 **10. Binding Effect.** If approved by the Board, Respondent understands that this
14 Agreement is a binding and enforceable contract upon Respondent and the Board.

15 **11. Forum Selection Clause.** Respondent agrees that in the event either party is
16 required to seek enforcement of this Agreement in district court, Respondent consents to such
17 jurisdiction, and agrees that exclusive jurisdiction shall be in the Second Judicial District Court,
18 State of Nevada, Washoe County.

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


22 **13. Failure to Comply with Terms.** Should Respondent fail to comply with any term
23 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by
24 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
25 medicine in Nevada pending an order to show cause hearing, which will be duly noticed. Failure
26 to comply with the terms of this Agreement, including failure to pay any fines, costs, expenses, or
27 fees owed to the Board, is a failure to comply with an order of the Board, which may result in
28 additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a). Further,

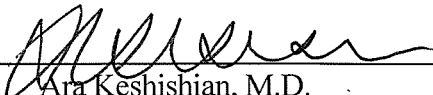
1 Respondent's failure to remit payment to the Board for monies agreed to be paid as a condition of
2 this Agreement may subject Respondent to civil collection efforts.

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4 Dated this 17th day of June, 2015.

Dated this 12th day of June, 2015.

UNDERSTOOD AND AGREED:

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7 By: 
8 Alexia M. Emmermann, Esq.
9 Attorney for the Investigative Committee

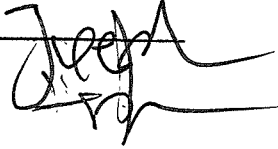
By: 
Ara Keshishian, M.D.
Respondent

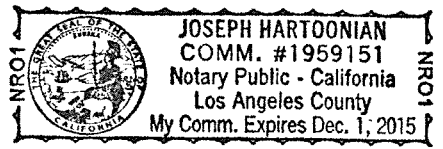
10 STATE OF _____)
11)SS.
12 COUNTY OF _____)
13 SUBSCRIBED and SWORN to before me
14 this ____ day of _____, 2015.

15 _____
16 Notary Public

17 A notary public or other officer completing this certificate
18 verifies only the identity of the individual who signed the
19 document to which this certificate is attached, and not
20 the truthfulness, accuracy, or validity of that document.

21 State of California, County of Los Angeles
22 Subscribed and sworn to (or affirmed) before me
23 on this 12 day of June, 2015.
24 by Ara Keshishian,
25 proved to me on the basis of satisfactory evidence
26 to be the person(s) who appeared before me.

27 Signature: 



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 11th day of September 2015, with the final total
3 amount of costs due of \$257.08.

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

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