

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

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**In the Matter of Charges and
Complaint Against
IRFAN M. MIRZA, M.D.,
Respondent.**

Case No. 18-12909-1

FILED

DEC - 3 2018

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Donald K. White, Esq., Deputy General Counsel for the Board and attorney for the IC, and Irfan M. Mirza, M.D. (Respondent), a licensed physician in Nevada, by and through his counsel, Maria Nutile, Esq., hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a medical doctor currently licensed in active status by the Board, pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada since January 28, 2000 (License No. 9290).

2. On August 24, 2018, in Case No. 18-12909-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, this Complaint alleges one (1) violation of NRS 630.301(3), disciplinary action taken by another licensing board.

¹ 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 3. By reason of the foregoing, Respondent is subject to discipline by the Board as
2 provided in NRS 630.352.

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

6 5. Respondent is hereby advised of his rights regarding this administrative matter, and of
7 his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
8 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
9 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in
10 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), applicable to certain
11 regulatory bodies, which is contained in NRS Chapters 233B and 622A. These rights include the right
12 to a formal hearing on the allegations in the Complaint, the right to representation by counsel, at his
13 own expense, in the preparation and presentation of his defense, the right to confront and cross-
14 examine the witnesses and evidence against him, the right to written findings of fact, conclusions of
15 law and order reflecting the final decision of the Board, and the right to judicial review of the Board's
16 order, if the decision is adverse to him.

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

1 **B. Terms & Conditions**

2 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters
3 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and
4 conditions:

5 **1. Jurisdiction**. Respondent is, and at all times relevant to the Complaint has been, a
6 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set
7 forth in the Medical Practice Act.

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

9 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters
10 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
11 matter materially changes prior to entering into this Agreement and for the duration of this
12 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
13 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
14 have a full consultation with and upon the advice of legal counsel.

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 OML, the APA, and any other legal rights that may be available to him or that
20 may apply to him in connection with the administrative proceedings resulting from the Complaint
21 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
22 the 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 acknowledges
26 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
27 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges
28 Respondent is not admitting that the Board's claims/counts as alleged in the Complaint have merit

1 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
2 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
3 evidence, witness(es), expert witness(es) and defenses to the counts/claims alleged in the
4 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
5 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
6 effectuate this Agreement.

7 **5. Consent to Entry of Order.** In order to resolve this Complaint pending against
8 Respondent without incurring any further costs or the expense associated with a hearing, and without
9 admitting that the Board's claims have merit, Respondent hereby agrees that the Board may issue an
10 order finding that Respondent engaged in conduct that is grounds for discipline pursuant to the
11 Medical Practice Act. Accordingly, the following terms and conditions are hereby agreed upon:

12 a. Respondent admits to one (1) violation of NRS 630.301(3) for disciplinary action
13 by another licensing board.

14 b. Respondent will pay the costs and expenses incurred in the investigation and
15 prosecution of the above-referenced matter within thirty (30) days of the Board's acceptance,
16 adoption and approval of this Agreement, the current amount being \$397.37, not including any
17 costs that may be necessary to finalize this Agreement.

18 c. This Agreement shall be reported to the appropriate entities and parties as required
19 by law, including, but not limited to, the National Practitioner Data Bank.

20 d. Respondent shall receive a Public Letter of Reprimand.

21 **6. Release From Liability.** In execution of this Agreement, Respondent understands
22 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
23 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
24 are immune from civil liability for any decision or action taken in good faith in response to
25 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
26 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
27 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
28 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and

1 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
2 any or all of the persons, government agencies or entities named in this paragraph arising out of,
3 or by reason of, this investigation, this Agreement or the administration of the case referenced
4 herein.

5 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
6 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
7 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
8 this Agreement, counsel for the IC may communicate directly with the Board staff and the
9 adjudicating members of the Board.

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

17 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
18 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
19 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed.

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

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

3 **11. Forum Selection Clause.** The parties agree that in the event either party is
4 required to seek enforcement of this Agreement in district court, the parties consent to such
5 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
6 State of Nevada, Washoe County.

7 **12. Attorneys' Fees and Costs.** The parties agree that in the event an action is
8 commenced in district court to enforce any provision of this Agreement, the prevailing party shall
9 be entitled to recover reasonable attorneys' fees and costs.

10 **13. Failure to Comply With Terms.** Should Respondent fail to comply with any term
11 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
12 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
13 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.
14 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
15 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
16 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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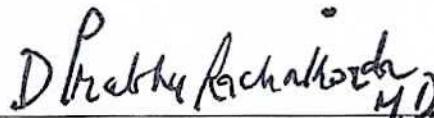
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1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted
2 by the Nevada State Board of Medical Examiners on the 30th day of November, 2018, with the
3 final total amount of costs due of \$397.37.

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5 Rachakonda D. Prabhu, M.D., President
6 NEVADA STATE BOARD OF MEDICAL EXAMINERS