

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

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4
5 **In the Matter of Charges and**
6 **Complaint Against**
7 **MANE SULAIMAN SHAH, M.D.,**
8 **Respondent.**

Case No. 18-33803-1

FILED

SEP - 6 2019

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: _____

10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Donald K. White, Esq., Deputy General Counsel for the Board and
13 attorney for the IC, and Mane Sulaiman Shah, M.D. (Respondent), a licensed physician in Nevada,
14 by and through his counsel, John A. Hunt, Esq., hereby enter into this Settlement Agreement
15 (Agreement) based on the following:¹

16 **A. Background**

17 1. Respondent is a medical doctor currently licensed in active status by the Board,
18 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
19 Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada
20 since July 1, 2008 (License No. 12786).

21 2. On January 10, 2019, in Case No. 18-33803-1, the IC filed a formal First Amended
22 Complaint (First Amended Complaint) charging Respondent with violating the Medical Practice Act.
23 Specifically, this First Amended Complaint alleges one (1) violation of NRS 630.301(1), Conviction

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26 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter
27 and any subsequent related administrative proceedings or civil litigation involving the Board and
28 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 of a Felony Relating to the Practice of Medicine. On January 29, 2019, Respondent filed an
2 Answer to the First Amended Complaint.

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

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

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

24 7. Respondent understands and agrees that this Agreement, by and between
25 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
26 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
27 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
28 Board has the right to decide in its own discretion whether or not to approve this Agreement.

1 Respondent further understands and agrees that if the Board approves this Agreement, then the
2 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

3 **B. Terms & Conditions**

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

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

10 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
11 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters
12 addressed herein with counsel. Respondent agrees that if representation by counsel in this matter
13 materially changes prior to entering into this Agreement and for the duration of this Agreement,
14 that counsel for the IC will be timely notified of the material change. Respondent agrees that he
15 knowingly, willingly and intelligently enters into this Agreement after full consultation with and
16 the assistance of legal counsel.

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

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1 4. Acknowledgement of Reasonable Basis to Proceed. Respondent acknowledges
2 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
3 grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges Respondent is
4 not admitting that the IC's claims/counts as alleged in the First Amended Complaint have merit.
5 Respondent is agreeing to resolve this matter to avoid the costs of a hearing and potential
6 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
7 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the First
8 Amended Complaint, but for the purposes of resolving the matter and for no other purpose,
9 Respondent waives the presentation of evidence, witnesses, expert witnesses, and defenses in
10 order to effectuate this Agreement.

11 5. Consent to Entry of Order. In order to resolve this First Amended Complaint
12 pending against Respondent, Respondent hereby agrees that the Board may issue an order finding
13 that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice
14 Act. Accordingly, the following terms and conditions are hereby agreed upon:

15 a. Respondent admits to the sole count of a Conviction of a Felony Relating to the
16 Practice of Medicine (a violation of NRS 630.301(1)) stemming from Respondent's criminal case
17 C-13-292772-1, District Court, Clark County, Nevada.

18 b. Respondent's license shall be subject to a term of probation (Probationary Period)
19 upon the Board's acceptance, adoption and approval of this Agreement for an indeterminate
20 period of time, not to exceed sixty (60) months. Respondent may petition the Board to lift the
21 probationary status and the conditions placed upon his license if or when he successfully
22 completes his probationary term for his underlying criminal conviction in case C-13-292772-1.

23 The following terms and conditions shall apply during Respondent's Probationary Period:

24 (1) Respondent must be supervised at all times during any and all interactions with
25 all female patients, with a formal monitoring agreement with approved and identified
26 monitors, throughout the entire Probationary Period or until further order of the Board.

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(2) Respondent shall successfully complete all requirements as established by the Eighth Judicial District Court and the Nevada Division of Parole and Probation for his underlying criminal conviction in case C-13-292772-1.

(3) Respondent agrees to abstain from the personal use or possession of controlled substances and prescription drugs, unless such controlled substance or prescription drug is lawfully prescribed to Respondent for a current bona fide illness or condition by a licensed practitioner. Respondent shall abstain from the use of any and all other mood-altering substances for any other purpose than the purpose for which the substance is intended.

(4) Respondent shall complete all terms and conditions of any criminal sanctions incurred before or during the period of this Agreement, including probation or parole, and if, or when, the Nevada Division of Parole and Probation terminates its probationary period of Respondent, then Respondent can petition the Board for a termination of the Board's Probationary Period. Respondent agrees that if he fails to complete his criminal probation or is dishonorably discharged from criminal probation, the IC shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

c. Respondent will pay the costs and expenses incurred in the investigation and prosecution of this matter within sixty (60) days of the Board's acceptance, adoption and approval of this Agreement, the current amount being \$426.71, not including any costs that may be necessary to finalize this Agreement.

d. Respondent shall pay a fine of Two Thousand Five Hundred Dollars (\$2,500.00) within sixty (60) days of the Board's acceptance, adoption and approval of this Agreement.

e. Respondent shall complete eight (8) hours of continuing medical education (CME) related to the subject matter of professional boundaries within six (6) months from the date of the Board's acceptance, adoption and approval of this Agreement. The aforementioned eight (8) hours of CME shall be in addition to any CME requirements that are regularly imposed upon Respondent as a condition of licensure in the State of Nevada and shall be approved by the Board prior to their completion.

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

3 g. Respondent shall receive a Public Letter of Reprimand.

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 agents
7 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)(a). 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 the case referenced
15 herein.

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

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

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, and, pending full compliance with the terms herein, the case shall be closed.

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 this First Amended Complaint and from participating in disciplinary proceedings against
11 Respondent, including adjudication of this case; and (2) Respondent further agrees that he shall
12 not 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. The parties agree that in the event either party is
16 required to seek enforcement of this Agreement in district court, the parties consent to such
17 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
18 State of Nevada, Washoe County.

19 12. Attorneys' Fees and Costs. The parties agree 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.
26 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
27 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
28 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

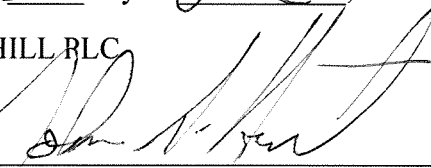
1 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid
2 as a condition of this Agreement may subject Respondent to any civil and administrative
3 collection efforts available.

4 Dated this 28 day of June, 2019.

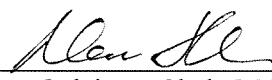
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6 By: 
7 Donald K. White, Esq., Deputy General Counsel
8 Attorney for the Investigative Committee

8 Dated this 20th day of June, 2019.

9 CLARK HILL RLC

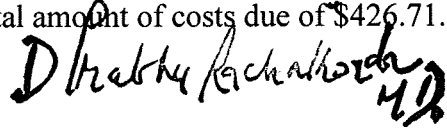
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11 By: 
12 John A. Hunt, Esq.
13 Attorney for Respondent

14 Dated this 20th day of June, 2019.

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17 Mane Sulaiman Shah, M.D., Respondent

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 895521
(775) 688-2559

1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement (Case Numbers
2 18-33803-1) is approved and accepted by the Nevada State Board of Medical Examiners on the 6th
3 day of September 2019, with the final total amount of costs due of \$426.71.



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