

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

3                                   \* \* \* \* \*

4  
5   **In the Matter of Charges and**  
6   **Complaint Against**  
7   **PRIYA CHIB, M.D.,**  
8   **Respondent.**

Case No. 19-46237-1

**FILED**

SEP - 6 2019

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: \_\_\_\_\_

9  
10                                   **SETTLEMENT AGREEMENT**

11                   The Investigative Committee (IC) of the Nevada State Board of Medical Examiners  
12 (Board), by and through Robert Kilroy, Esq., Board General Counsel and attorney for the IC, and  
13 Priya Chib, M.D. (Respondent), a licensed medical doctor in Nevada, through her attorney, Chad  
14 C. Couchot, Esq., of Schuering Zimmerman, & Doyle, LLP, hereby enter into this Settlement  
15 Agreement (Agreement) based on the following:<sup>1</sup>

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 His license was originally issued on November 29, 2016, (License No. 16818).

21                   2.     On July 12, 2019, in Case No. 19-46237-1, the IC filed a formal Complaint  
22 (Complaint) alleging that Respondent violated the Medical Practice Act. Specifically, this Complaint  
23 alleges: one (1) violation of NRS 630.301(3).

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

26  
27                   <sup>1</sup> 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,  
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.

**OFFICE OF THE GENERAL COUNSEL**

Nevada State Board of Medical Examiners

9600 Gateway Drive

Reno, Nevada 89521

(775) 688-2559

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

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

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

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

26 ///

27 ///

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**B. Terms & Conditions**

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

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

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

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

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

///  
///  
///  
///

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

12           **5.     Consent to Entry of Order.** In order to resolve this Complaint pending against  
13 Respondent without incurring any further costs or the expense associated with a hearing, Respondent  
14 hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that  
15 is grounds for discipline pursuant to the Medical Practice Act. Accordingly, the following terms  
16 and conditions are hereby agreed upon:

- 17           a.     Respondent admits to one (1) violation of NRS 630.301(3).
- 18           b.     Respondent shall pay the costs and expenses incurred in the investigation and  
19 prosecution of the above-referenced matter within thirty (30) days of the Board’s acceptance,  
20 adoption and approval of this Agreement, the current amount being \$535.45 not including any  
21 costs that may be necessary to finalize this Agreement.
- 22           c.     This Agreement shall be reported to the appropriate entities and parties as required  
23 by law, including, but not limited to, the National Practitioner Data Bank.
- 24           d.     Respondent shall receive a Public Letter of Reprimand.

25     ///  
26     ///  
27     ///  
28     ///

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

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

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

25     ///  
26     ///  
27     ///  
28     ///

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 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

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

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

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


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

23           **13.   Failure to Comply With Terms.** Should Respondent fail to comply with any term  
24 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
25 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
26 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.  
27 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
28 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may

1 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).  
2 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a  
3 condition of this Agreement may subject Respondent to civil collection efforts.

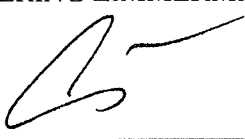
4  
5 Dated this 26 day of Aug, 2019.

6  
7 INVESTIGATIVE COMMITTEE OF THE NEVADA  
8 STATE BOARD OF MEDICAL EXAMINERS

9 By:   
10 Robert Kilroy, Esq.  
11 Attorney for the Investigative Committee

12 Dated this 26th day of August, 2019.

13 SCHUERING ZIMMERMAN, & DOYLE, LLP

14  
15 By:   
16 Chad C. Couchot, Esq.  
17 Attorneys for Respondent

18 Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

19  
20 \_\_\_\_\_  
21 Priya Chib, M.D., Respondent

22  
23  
24  
25  
26  
27  
28

1 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).  
2 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a  
3 condition of this Agreement may subject Respondent to civil collection efforts.


4  
5 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

6  
7 INVESTIGATIVE COMMITTEE OF THE NEVADA  
8 STATE BOARD OF MEDICAL EXAMINERS

9 By: \_\_\_\_\_  
10 Robert Kilroy, Esq.  
11 Attorney for the Investigative Committee

12 Dated this 26<sup>th</sup> day of August, 2019.

13 SCHUERING ZIMMERMAN, & DOYLE, LLP

14  
15 By:   
16 Chad C. Couchot, Esq.  
17 Attorneys for Respondent

18 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

19  
20 \_\_\_\_\_  
21 Priya Chib, M.D., Respondent



OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2559

1 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).  
2 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a  
3 condition of this Agreement may subject Respondent to civil collection efforts.  
4

5 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

6  
7 INVESTIGATIVE COMMITTEE OF THE NEVADA  
8 STATE BOARD OF MEDICAL EXAMINERS

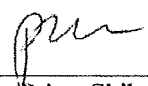
9 By: \_\_\_\_\_  
10 Robert Kilroy, Esq.  
11 Attorney for the Investigative Committee

12 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

13 SCHUERING ZIMMERMAN, & DOYLE, LLP

14  
15 By: \_\_\_\_\_  
16 Chad C. Couchet, Esq.  
17 Attorneys for Respondent

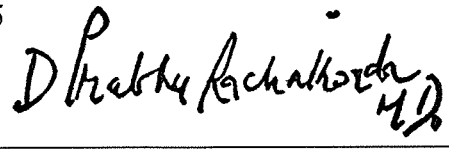
18 Dated this 22nd day of August, 2019.

19  
20   
21 \_\_\_\_\_  
22 Priya Chib, M.D., Respondent  
23  
24  
25  
26  
27  
28

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of September, 2019, with the final total amount of costs due of \$535.45



\_\_\_\_\_  
Rachakonda D. Prabhu, M.D., President  
NEVADA STATE BOARD OF MEDICAL EXAMINERS