

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

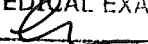
3                                   \* \* \* \* \*

4  
5   **In the Matter of Charges and**  
6   **Complaint Against**  
7   **RONALD HOPE FOOTE, M.D.,**  
8   **Respondent.**

Case No. 19-12899-1

**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 Aaron Bart Fricke, Esq., Deputy General Counsel for the Board and  
13 attorney for the IC, and Ronald Hope Foote, M.D. (Respondent), a licensed Physician in Nevada,  
14 assisted by his attorney, L. Kristopher Rath, Esq., of the law firm of Hutchison & Steffen, PLLC,  
15 hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

16                                   **A. Background**

17                                   1. Respondent is a medical doctor formerly licensed (License No. 9240) 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). Respondent was originally  
20 licensed to practice medicine in Nevada on December 4, 1999. His license expired June 30, 2019.

21                                   2. On August \_\_\_\_, 2019, in Case No. 19-12899-1, the IC filed a formal Complaint  
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
23 Complaint alleges: Count I, violation of NRS 630.301(9) (Disreputable Conduct); Count II,  
24 violation of NRS 630.306(1)(c) (Engaging in Conduct That Violated Pharmacy Board  
25 Regulations); Count III, violation of NRS 630.306(1)(b)(2) (Violation of Standards of Practice);  
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.

1 Count IV, violation of NRS 630.3062(1)(a) (Failure to Maintain Complete Medical Records);  
2 Count V, violation of NRS 630.306(1)(b)(2) (Violation of Standards of Practice); Count VI,  
3 violation of NRS 630.3062(1)(a) (Failure to Maintain Complete Medical Records); Count VII,  
4 violation of NRS 630.306(1)(b)(2) (Violation of Standards of Practice); Count VIII, violation of  
5 NRS 630.3062(1)(a) (Failure to Maintain Complete Medical Records).

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

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

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

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

26 7. Respondent understands and agrees that this Agreement, by and between  
27 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the  
28 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent

1 understands that the IC shall advocate for the Board's approval of this Agreement, but that the  
2 Board has the right to decide in its own discretion whether or not to approve this Agreement.  
3 Respondent further understands and agrees that if the Board approves this Agreement, then the  
4 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

5 **B. Terms & Conditions**

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

9 1. **Jurisdiction.** Respondent was all times relevant to the Complaint a physician  
10 licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set forth in the  
11 Medical Practice Act.

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

19 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms  
20 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection  
21 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives  
22 all rights arising under the United States Constitution, the Nevada Constitution, the Medical  
23 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that  
24 may apply to him in connection with the administrative proceedings resulting from the Complaint  
25 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in  
26 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.  
27 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this  
28 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, he 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, Respondent hereby agrees that the Board may issue an order finding that Respondent  
14 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,  
15 the following terms and conditions are hereby agreed upon:

16           a.     Respondent admits to all Counts, I through VIII, of the Complaint.  
17           b.     Respondent's license to practice medicine in the State of Nevada shall be revoked  
18 with the revocation to be immediately stayed. Respondent shall reinstate his license, providing all  
19 regularly required documentation and paying all required fees, by June 30, 2020, at which time,  
20 Respondent's license shall be placed in "inactive" status until successful completion of the terms  
21 set forth in Paragraph C immediately following.

22           c.     Respondent's license shall be subject to revocation upon a term of probation for a  
23 period of sixty (60) months from the date of the Board's acceptance, adoption and approval of this  
24 Agreement (Probationary Period). Respondent must complete the following terms and conditions  
25 within the Probationary Period and demonstrate compliance to the good faith satisfaction of the  
26 Board within sixty (60) months, or before Respondent resumes the practice of medicine in Nevada  
27 during this probationary period, whichever is first. If Respondent fails to demonstrate compliance  
28 with the terms and conditions of this Agreement within sixty (60) months, or otherwise violates

1 the terms of this Agreement or the Medical Practice Act, then the IC shall be authorized to  
2 immediately suspend Respondent's license to practice medicine in Nevada, pending a duly noticed  
3 Order To Show Cause Hearing to take place within sixty (60) days of the suspension. If the  
4 violation of this Agreement or the MPA is proved after such hearing, pursuant to the express terms  
5 of this Agreement, the stay of revocation shall be lifted, and Respondent's license shall be  
6 revoked. In such case, pursuant to NRS 622A.410(1), Respondent may not apply for  
7 reinstatement of his medical license for a period of five (5) years from the date of the Board's  
8 final order of revocation. If Respondent successfully completes the Probationary Period,  
9 demonstrating compliance with the terms and conditions of this Agreement, and otherwise  
10 fulfilling all terms of this Agreement, and not otherwise committing any new violations of the  
11 Medical Practice Act, then, at that time, the order of revocation and probation shall be terminated.

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

- 13 (1) Respondent shall complete the University of San Diego, Physician Assessment and  
14 Competency Evaluation Program (PACE), Competency Assessment, and, if  
15 recommended by PACE, the Fitness For Duty (FFD) evaluation, and pass all of the  
16 above to the satisfaction of the Board;
- 17 (2) Respondent will pay the costs and expenses incurred in the investigation and  
18 prosecution of the above-referenced matter within one-hundred eighty (180) days of  
19 the Board's acceptance, adoption and approval of this Agreement, the current amount  
20 being \$7,628.22, not including any costs that may be necessary to finalize this  
21 Agreement.
- 22 (3) Respondent shall take twenty (20) hours of continuing medical education (CME)  
23 related to best practices in the prescribing of controlled substances within three (3)  
24 months from the date of the Board's acceptance, adoption and approval of this  
25 Agreement. The aforementioned hours of CME shall be in addition to any CME  
26 requirements that are regularly imposed upon Respondent as a condition of licensure  
27 in the State of Nevada and shall be approved by the Board to meet this requirement  
28 prior to their completion.

- 1 (4) Respondent shall pay a fine of \$500 per count admitted to hereby, consisting of eight  
2 (8) counts, for a total of \$4,000, within sixty (60) days of the Board's acceptance,  
3 adoption and approval of this Agreement.
- 4 (5) Respondent shall comply with and complete all terms and conditions of any criminal  
5 sanctions incurred before or during the period of this agreement, specifically including  
6 but not limited to Eighth Judicial District Court of the State of Nevada, Case No. C-18-  
7 335993-1, including probation or parole, including full compliance with and successful  
8 completion of the all terms of that suspension of sentence and probation imposed in  
9 that case pursuant to NRS 453.3363.
- 10 (6) Within thirty (30) days of the Board's acceptance, adoption and approval of this  
11 Agreement, Respondent shall enter into an agreement with and comply with all  
12 recovery and monitoring activities of the Nevada Professional's Assistance Program  
13 (NPAP) for at least seven (7) years, which agreement with NPAP shall include a  
14 monitoring agreement that includes toxicology monitoring, behavioral monitoring,  
15 mutual help group attendance monitoring, and treatment monitoring, as directed by  
16 NPAP. During this seven-year period, Respondent shall completely abstain from all  
17 alcohol, controlled substances or dangerous drugs, except those prescribed by a  
18 physician other than himself for a bona fide medical purpose. After that seven-year  
19 period, Respondent may petition the Board for discontinuance of NPAP participation.
- 20 (7) During the probationary period, Respondent shall not supervise or formally agree to  
21 supervise any physician assistant, and shall not formally agree to supervise or enter  
22 into a collaboration agreement with an advanced practice registered nurse.
- 23 (8) Respondent's license to practice medicine shall remain inactive for at least one (1)  
24 year from the Board's acceptance, adoption and approval of this Agreement.  
25 Thereafter, but before the expiration of the Probationary Period, and before  
26 Respondent resumes the practice of medicine in Nevada during this Probationary  
27 Period, whichever is first, Respondent shall complete an application for a change of  
28 status to "Active," and petition the Board to allow him to resume the practice of

1 medicine, which application the Board shall consider in good faith. Upon such  
2 application, Respondent shall appear before the Board at a public meeting and  
3 demonstrate current compliance with all the terms and conditions of this Agreement.  
4 Provided that Respondent has fulfilled, or is in current and complete compliance with,  
5 all the aforementioned terms and conditions as set for in this subsection C, and  
6 committed no new violations of the Medical Practice Act from the date of this  
7 Agreement, and there exist at the time of his application no pending formal complaints  
8 or disciplinary actions against Respondent, and Respondent otherwise fulfills the  
9 requirements set forth in NRS 630.255 to the satisfaction of the Board, Respondent's  
10 application may be granted in good faith and his license returned to "active" status.

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

13 e. Respondent shall receive a Public Letter of Reprimand.

14 f. All other claims arising from Board Investigative Cases Nos. 14-12899, 17-17118  
15 and 17-17580 shall be dismissed with prejudice.

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

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

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

14           8.       **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
15 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
16 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed  
17 and the remaining counts of the Complaint, if any, shall be dismissed with prejudice.

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

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



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

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

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

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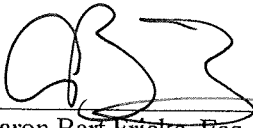
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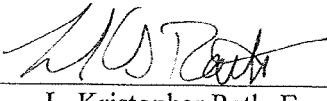
Dated this 21 day of August, 2019.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS


By:   
Aaron Bart Fricke, Esq., Deputy General Counsel  
Attorney for the Investigative Committee

Dated this 7<sup>th</sup> day of August, 2019.

HUTCHISON & STEFFEN, PLLC

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

Dated this 7<sup>th</sup> day of Aug, 2019.

  
Ronald Hope Foote, M.D., Respondent

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

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**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 \$7,628.22.



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