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BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

In the Matter of Charges and Complaint
Against
MATTHEW OBIM OKEKE, M.D.,
Respondent.

Case No. 19-22461-1

FILED

MAR - 9 2020

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: _____

AMENDED SETTLEMENT AGREEMENT¹

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Robert Kilroy, Esq., General Counsel for the Board and attorney for the IC, and Matthew Obim Okeke, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, L. Kristopher Rath, Esq., of the law firm of Hutchison & Steffen, LLC, hereby enter into this Amended Settlement Agreement (Agreement) based on the following:²

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. His license was originally issued on September 6, 2013 (License No. 14957).

2. On May 30, 2019, in Case No. 19-22461-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges two (2) violations of NRS 630.301(4), Malpractice (Counts I and IV), two (2) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts II and V), and

¹ This Amended Settlement Agreement takes the place of the previous Settlement Agreement and any Erratas previously approved by the Board in this case.

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 two (2) violations of NRS 630.306(1)(g) Continual Failure to Exercise the Skill or Diligence or Use
2 the Methods Ordinarily Exercised Under the Same Circumstances by Physicians in Good Standing
3 Practicing in the Same Speciality or Field (Counts III and VI).

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

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

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

19 Respondent understands that, under the Board's charge to protect the public by regulating the
20 practice of medicine, the Board may take disciplinary action against Respondent's license,
21 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 6. 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 matters
5 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and
6 conditions:

7 1. **Jurisdiction.** Respondent is, and at all times relevant to the Complaint has been, a
8 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set
9 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 said counsel. Respondent agrees that if representation by counsel in this
13 matter materially changes prior to entering into this Agreement and for the duration of this
14 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
15 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
16 have a full consultation with and upon the advice 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 Complaint
23 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
24 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
25 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
26 Agreement, without a hearing or any further proceedings and without the right to judicial review.

27 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering
28 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners

9600 Gateway Drive

Reno, Nevada 89521

(775) 688-2559

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

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

14 a. Respondent admits to Count I (Malpractice, NRS 630.301(4)), Count II (Medical
15 Records, NRS 630.3062(1)(a)), and Count V (Medical Records, NRS 630.3062(1)(a)).

16 b. Respondent's license shall be suspended from the date of the Board's acceptance,
17 adoption and approval of this Agreement for two (2) years -- STAYED.

18 c. Respondent's license shall be subject to a term of probation for a period of time of
19 24 months from the date of the Board's acceptance, adoption and approval of this Agreement
20 (Probationary period). During this Probationary period, if Respondent fails to demonstrate
21 compliance with the terms and conditions of this Agreement, or otherwise violates the terms of
22 this Agreement, then the stayed suspension shall be immediately lifted and in effect. Should the
23 Board determine that Respondent violated the Medical Practice Act due to and/or arising from
24 any act or omission which occurs prior to the date the Board approves this Agreement, this said
25 violation shall not be considered a violation of this Agreement.

26 The following terms and conditions shall apply during Respondent's probationary period:

27 (1) Respondent must be supervised all times during any and all interactions with all
28 female patients with a formal monitoring agreement with approved and identified

1 monitors through the entire probationary period or until further order of the Board.
2 (2) Respondent shall engage and shall participate in an independent remediation
3 and compliance monitoring program designed by the independent monitor
4 Affiliated Monitors, Inc. (Affiliated Monitors), who, in consultation with Board
5 staff, shall design, implement, and monitor Respondent's compliance with a
6 program that must start within two weeks days from the Board's acceptance,
7 adoption and approval from the execution of this Order and shall remain in place
8 during the aforementioned probationary period. Affiliated Monitors shall provide
9 quarterly reports based upon monthly interactions with Respondent, Respondent's
10 staff/monitors, and other relevant information, including but not limited to medical
11 records and other documentation relating to Respondent's practice. Respondent
12 shall bear all costs and fees associated with this Affiliated Monitors program.

13 d. Respondent will pay the costs and expenses incurred in the investigation and
14 prosecution of Case 19-22461-1, totaling \$6,800.36, within thirty days of the Board's acceptance,
15 adoption and approval of this Agreement. The \$4,942.73 previously paid on April 15, 2019 for
16 Invoice 801, referencing Case # 18-22461-1,³ shall be applied to the costs due and owing in
17 Case 19-22461-1, leaving \$1,857.63 owing under this Agreement.⁴

18 e. Respondent shall pay a fine of \$500.00 within sixty days of the Board's acceptance,
19 adoption and approval of this Agreement.⁵

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

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

23 h. The remaining counts of the Complaint, and any other claims arising from Board
24 Investigation No.'s 16-16290, 18-17688, 18-17856, and 18-18000 shall be dismissed with
25 prejudice.

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28 ³ This case was Investigation No. 16-16290.
⁴ This payment of \$1,857.63 was made by Respondent on October 7, 2019.
⁵ Respondent has paid this fine on November 20, 2019. Respondent has now paid all costs and fines required
under Paragraphs 5(d) and 5(e) of this Agreement.

1 i. Upon successful completion of the probation requirements set forth herein,
2 Respondent may petition the Board to have his license removed from probation, have his license
3 status to be restored to good standing and have his suspension placed upon his license rescinded.
4 Following Respondent's demonstration of the aforementioned requirements, the Board will issue
5 an order to this effect.

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

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

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

1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
2 IC or the IC's counsel.

3 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
4 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
5 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed
6 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

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

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

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

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


25 13. **Failure to Comply With Terms.** Should Respondent fail to comply with any term
26 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
28 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
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1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
4 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
5 condition of this Agreement may subject Respondent to civil collection efforts.


6
7 Dated this 4th day of March, 2020.

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9 INVESTIGATIVE COMMITTEE OF THE
10 NEVADA STATE BOARD OF MEDICAL EXAMINERS


11 By: 
12 Sarah A. Bradley, Esq., Deputy Executive Director
13 Attorney for the Investigative Committee

14
15 Dated this 4th day of March, 2020.

16 HUTCHISON & STEFFEN, LLC

17
18 By: 
19 L. Kristopher Rath, Esq.
20 Attorneys for Respondent

21
22 Dated this 4 day of March, 2020.

23
24 
25 Matthew Obim Okeke, M.D., Respondent

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IT IS HEREBY ORDERED that the foregoing Amended Settlement Agreement (19-22461-1) is approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of March, 2020, with the final total amount of costs due of \$6,800.36



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