

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

3 * * * * *

4
5 **In the Matter of Charges and Complaints**
6 **Against**
7 **DHAVAL JASVANTBHAI SHAH, M.D.,**
8 **Respondent.**

Case Nos. 19-32539-01
20-32539-1

FILED

AUG 26 2020

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., Senior Deputy General Counsel for the Board
13 and attorney for the IC, and Dhaval Jasvantbhai Shah, M.D. (Respondent), a licensed physician in
14 Nevada, assisted by his attorneys, Crane Pomerantz, Esq., and Johnathon Fayeghi, Esq., of the law
15 firm of Sklar Williams PLLC, hereby enter into this Settlement Agreement (Agreement) based on
16 the following:¹

17 **A. Background**

18 1. Respondent is a medical doctor currently licensed in inactive status by the Board
19 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
20 Administrative Code (NAC) (collectively, the Medical Practice Act). His license was originally
21 issued on June 15, 2007 (License No. 12305).

22 2. On July 12, 2019, in Case No. 19-32539-01, the IC filed a formal Complaint
23 (Complaint One) charging Respondent with violating the Medical Practice Act. Specifically,
24 Complaint One alleges one (1) violation of NRS 630.301(4), Malpractice (Count I), and one (1)
25 violation of NRS 630.3062(1)(a), Failure to Maintain Timely, Legible, Accurate and Complete
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27 ¹ All agreements and admissions made by Respondent are solely for final disposition of these matters 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.

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1 Medical Records (Count II). On March 13, 2020, in Case No. 20-32539-1, the IC filed a formal
2 Complaint (Complaint Two) charging Respondent with violating the Medical Practice Act.
3 Specifically, Complaint Two alleges one (1) violation of NRS 630.301(4), Malpractice (Count I), one
4 (1) violation of NRS 630.3062(1)(a), Failure to Maintain Accurate and Complete Medical Records
5 (Count II), one (1) violation of NRS 630.301(4), Malpractice – Respondeat Superior (Count III), and
6 one (1) violation of NRS 630.3062(1)(a), Failure to Maintain Accurate and Complete Medical
7 Records – Respondeat Superior (Count IV). Complaints One and Two are hereinafter referred to
8 collectively as the “Complaints.”

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

11 4. Respondent was properly served with a copy of the Complaints, has reviewed and
12 understands the Complaints, and has had the opportunity to consult with competent counsel
13 concerning the nature and significance of the Complaints.

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

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

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

8 **B. Terms & Conditions**

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

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

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

22 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms
23 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
24 with these administrative matters. Respondent hereby knowingly, willingly and intelligently
25 waives all rights arising under the United States Constitution, the Nevada Constitution, the
26 Medical Practice Act, the OML, the APA, and any other legal rights that may be available to him
27 or that may apply to him in connection with the administrative proceedings resulting from the
28 Complaints filed in this matter, including defense of the Complaints, adjudication of the

1 allegations set forth in the Complaints, and imposition of any disciplinary actions or sanctions
2 ordered by the Board. Respondent agrees to settle and resolve the allegations of the Complaints as
3 set out by this Agreement, without a hearing or any further proceedings and without the right to
4 judicial review.

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

16 **5. Consent to Entry of Order.** In order to resolve these Complaints pending against
17 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent
18 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,
19 the following terms and conditions are hereby agreed upon:

20 a. Respondent admits to Count II of Complaint One, Failure to Maintain Timely,
21 Legible, Accurate and Complete Medical Records, and all counts of Complaint Two, Count I,
22 Malpractice, Count II, Failure to Maintain Accurate and Complete Medical Records, Count III,
23 Malpractice – Respondeat Superior, and Count IV, Failure to Maintain Accurate and Complete
24 Medical Records – Respondeat Superior.

25 b. Respondent's license shall be immediately revoked. Pursuant to
26 NRS 622A.410(1), Respondent may not apply for reinstatement of his medical license for a period
27 of one (1) year from the date of the Board's acceptance of this Agreement as an Order of the
28 Board.

1 c. Respondent shall pay a fine of \$2,000 per count admitted to hereby, consisting of
2 five (5) counts, for a total of \$10,000, within sixty (60) days of the Board's acceptance, adoption
3 and approval of this Agreement

4 d. Respondent shall pay the costs and expenses incurred in the investigation and
5 prosecution of the above-referenced matters within sixty (60) days of the Board's acceptance,
6 adoption and approval of this Agreement, the current amount being \$23,246.7, not including any
7 costs that may be necessary to finalize this Agreement.

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

10 f. Respondent shall receive a Public Letter of Reprimand.

11 g. The remaining counts of the Complaints, and any other claims arising therefrom or
12 from pending Board Investigations, Case Nos. 20-19416, 20-19375, 19-19162, 19-19137, 19-
13 18542, 18-17919 and 15-15920, shall be dismissed with prejudice.

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

26 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
27 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
28 resolution of the Complaints. In the course of seeking Board acceptance, approval and adoption

1 of this Agreement, counsel for the IC may communicate directly with the Board staff and the
2 adjudicating members of the Board.

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

11 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
12 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
13 an order of the Board, and, pending full compliance with the terms herein, the cases shall be
14 closed and all remaining claims arising out of the Complaints shall be dismissed with prejudice.

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

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

26 **11. Forum Selection Clause.** The parties agree that in the event either party is
27 required to seek enforcement of this Agreement in district court, the parties consent to such
28 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,

1 State of Nevada, Washoe County.

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

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

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

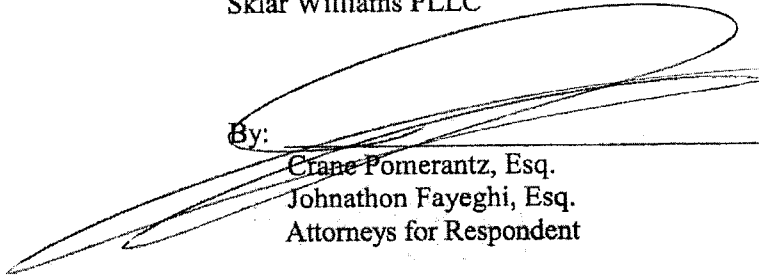
4 Dated this 16 day of March, 2020.

5 INVESTIGATIVE COMMITTEE OF THE
6 NEVADA STATE BOARD OF MEDICAL EXAMINERS


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

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12 Dated this 13th day of March, 2020.

13 Sklar Williams PLLC

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16 By: 
17 Crane Pomerantz, Esq.
18 Johnathon Fayeghi, Esq.
19 Attorneys for Respondent

20 Dated this 13th day of March, 2020.

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23 Dhaval Jasvantbhai Shah, M.D., Respondent
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IT IS HEREBY ORDERED that the foregoing Settlement Agreement (19-32539-01 and 20-32539-1) is approved and accepted by the Nevada State Board of Medical Examiners on the 26th day of August, 2020, with the final total amount of costs due of \$23,246.70.



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