

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
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**BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA**

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**In the Matter of Charges and Complaint
Against
GARY C. RIDENOUR, M.D.,
Respondent.**

Case No. 20-6691-1

FILED

JUN - 5 2020

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**
By: _____

SETTLEMENT AGREEMENT

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 Gary C. Ridenour, M.D. (Respondent), a licensed physician in Nevada, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

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 April, 3, 1982 (License No. 4525).

2. On May 20, 2020, in Case No. 20-6691-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I), one (1) violation of NRS 630.306(1)(b)(3), Engaging in Conduct That Violated Pharmacy Board Regulations, (Count II), one (1) violation of NRS 630.306(1)(b)(2) Violation of a Standard of Practice Established by

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¹ 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 Regulation (Count III), and one (1) violation of NRS 630.3062(1)(a) Failure to Maintain Proper
2 Medical Records (Count IV)

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 this Complaint, has reviewed and
6 understands this Complaint, has had the opportunity to consult with competent counsel concerning
7 the nature and significance of this Complaint, and Respondent is not represented by legal counsel
8 in this matter.

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 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

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

4 **B. Terms & Conditions**

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

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

11 **2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
12 Respondent acknowledges he is not represented by counsel, and wishes to resolve the matters
13 addressed herein without any said counsel. Respondent agrees that if representation by counsel in
14 this matter materially changes prior to entering into this Agreement and for the duration of this
15 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
16 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
17 proceed without the advice of legal counsel.

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

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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 Counts I,II, III, and IV.
- 17 b. Respondent's license to practice medicine in the state of Nevada shall be placed on
18 probation, and his license shall remain in an "Inactive" status until successful completion of the
19 terms set forth in Paragraph (c) immediately following.
- 20 c. Respondent's license shall be subject to a term of probation for a period of time not
21 to exceed thirty-six (36) months from the date of the Board's acceptance, adoption and approval
22 of this Agreement (Probationary Period). Respondent must complete the following terms and
23 conditions within the Probationary Period and demonstrate compliance to the good faith
24 satisfaction of the Board within thirty-six (36) months, or before Respondent resumes the practice
25 of medicine in Nevada during this probationary period, whichever is first. If Respondent fails to
26 demonstrate compliance with the terms and conditions of this Agreement within thirty-six (36)
27 months, or otherwise violates the terms of this Agreement or the Medical Practice Act, then the IC
28 shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada

1 pending an Order To Show Cause Hearing on immediate revocation of his license, which hearing
2 will be duly noticed. The following terms and conditions shall apply during Respondent's
3 probationary period:

- 4 (1) Respondent shall take twenty (20) hour of live, in-person continuing medical
5 education (CME) related to best practices in the prescribing of controlled substances
6 before or within the nine (9) months from the date of the Board's acceptance, adoption
7 and approval of this Agreement.
- 8 (2) Respondent will pay the costs and expenses incurred in the investigation and
9 prosecution of the above-referenced matter within sixty (60) days of the Board's
10 acceptance, adoption and approval of this Agreement, the current amount being
11 \$2737.37 not including any costs that may be necessary to finalize this Agreement.
12 This Board order for the payment of costs shall be immediately stayed, until which
13 time as Respondent reapplies for licensure, at which time, Respondent is ordered to
14 pay the aforementioned costs and fees within sixty (60) days.
- 15 (3) Respondent shall take three (3) hours of continuing medical education (CME) related
16 to electronic medical records within three (3) months from the date of the Board's
17 acceptance, adoption and approval of this Agreement. The aforementioned hours of
18 CME shall be in addition to any CME requirements that are regularly imposed upon
19 Respondent as a condition of licensure in the state of Nevada and shall be approved by
20 the Board to meet this requirement prior to their completion.
- 21 (4) Respondent shall pay a fine of \$500 per count admitted to hereby, consisting of four
22 (4) counts, for a total of \$2,000, within sixty (60) days of the Board's acceptance,
23 adoption and approval of this Agreement. This Board order for the payment of fines
24 shall be immediately stayed, until which time as Respondent reapplies for licensure, at
25 which time, Respondent is ordered to pay the aforementioned costs and fees within
26 sixty (60) days.

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- 1 (5) During the probationary period, Respondent shall complete all terms and conditions of
- 2 any criminal sanctions incurred before or during the period of this agreement, if any,
- 3 including probation or parole.
- 4 (6) During the probationary period, Respondent shall not supervise any physician
- 5 assistant, or collaborate with any advanced practice registered nurse.
- 6 (7) Within thirty-six (36) months, or before Respondent resumes the practice of medicine
- 7 in Nevada during this probationary period, whichever is first, Respondent shall appear
- 8 before the Board at a public meeting and demonstrate compliance with all the terms
- 9 and conditions of this Agreement, at which time; Respondent, pursuant to NRS
- 10 630.255(4) and NRS 630.255(5), may complete an application for a change of status to
- 11 "Active," and petition the Board to allow him to resume the practice of medicine.
- 12 Provided that Respondent has fulfilled all the aforementioned terms and conditions as
- 13 set for in this subsection (c), committed no new violations of the Medical Practice Act
- 14 from the date of this Agreement, and there exist at the time of his application, there are
- 15 no pending formal complaints or disciplinary actions against Respondent, in such case,
- 16 his application to return to active status maybe granted in good faith.
- 17 e. This Agreement shall be reported to the appropriate entities and parties as required
- 18 by law, including, but not limited to, the National Practitioner Data Bank.
- 19 f. Respondent shall receive a Public Letter of Reprimand.
- 20 6. **Release From Liability.** In execution of this Agreement, Respondent understands
- 21 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
- 22 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
- 23 are immune from civil liability for any decision or action taken in good faith in response to
- 24 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
- 25 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
- 26 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
- 27 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
- 28 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against

1 any or all of the persons, government agencies or entities named in this paragraph arising out of,
2 or by reason of, this investigation, this Agreement or the administration of the case referenced
3 herein.

4 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall
5 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
6 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
7 this Agreement, counsel for the IC may communicate directly with the Board staff and the
8 adjudicating members of the Board. Respondent acknowledges that such contacts and
9 communications may be made or conducted ex parte, without notice or opportunity to be heard on
10 his part until the public Board meeting where this Agreement is discussed, and that such contacts
11 and communications may include, but may not be limited to, matters concerning this Agreement,
12 the Complaint and any and all information of every nature whatsoever related to this matter. The
13 IC and its counsel agree that Respondent may appear at the Board meeting where this Agreement
14 is discussed and, if requested, respond to any questions that may be addressed to the IC or the IC's
15 counsel.

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

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

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

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

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

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

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1 Failure to comply with the terms of this Agreement, including failure to pay any fines,
2 costs, expenses or fees owed to the Board, is a failure to comply with an order of the Board, which
3 may 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 ____ day of _____, 2020.

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

10
11 By: _____
12 Robert Kilroy, General Counsel
13 Attorney for the Investigative Committee

14 Dated this ____ day of _____, 2020.


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18 GARY RIDENOUR, M.D., Respondent

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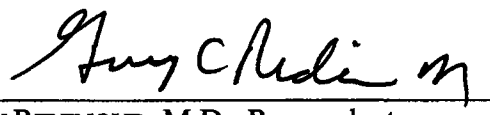
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may result in additional disciplinary action being taken against Respondent. NRS 630.3065(2
Further, Respondent's failure to remit payment to the Board for monies agreed to be paid
condition of this Agreement may subject Respondent to civil collection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

Dated this 28 day of May, 2020.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINEE

By: 
Robert Kilroy, General Counsel
Attorney for the Investigative Committee

Dated this 27 day of May, 2020.


GARY RIDENOUR, 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 (20-6691-1) is approved
2 and accepted by the Nevada State Board of Medical Examiners on the 5th day of June, 2020, with
3 the final total amount of costs due of \$2,737.37.

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