

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

MAR 26 2021

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: _____

9
10 **NOTICE OF VIOLATION OF BOARD ORDER AND**
11 **ORDER TO SHOW CAUSE ON REVOCATION OF LICENSURE**

12 The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners
13 (Board), by and through Aaron Bart Fricke, Esq., Senior Deputy General Counsel and attorney for
14 the IC, having a reasonable basis to believe that Ronald Hope Foote, M.D. (Respondent) violated
15 the provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code
16 (NAC) Chapter 630 (collectively, the Medical Practice Act), and violated the express terms of that
17 Settlement Agreement and corresponding Order of the Board, dated September 9, 2019, a true and
18 correct copy of which is attached hereto, as Exhibit 1, and incorporated in its entirety by this
19 reference (Settlement Agreement and Order), hereby issues this Notice of Violation of Board Order,
20 and Order to Show Cause on Revocation of Licensure (Notice and Order to Show Cause), stating
21 the IC's charges and allegations as follows:

22 1. At the time of filing of this Notice and Order to Show Cause, Respondent was a
23 physician holding an expired license to practice medicine in the State of Nevada
24 (License No. 9240). Respondent was originally licensed by the Board on December 4, 1999. His
25 license expired June 30, 2019, and has not been reinstated. Pursuant to NRS 630.298, the
26 expiration of a license by operation of law or by order or decision of the Board or a court, or the
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28 ¹ The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), at the time
this formal Notice and Order to Show Cause was authorized for filing, was composed of Board members
M. Neil Duxbury, Chairman, Aury Nagy, M.D, and Michael C. Edwards, M.D., FACS.

1 voluntary surrender of a license by a licensee, does not deprive the Board of jurisdiction to proceed
2 with any investigation of, or action or disciplinary proceeding against, the licensee or to render a
3 decision suspending or revoking the license.

4 2. Pursuant to the Settlement Agreement and Order, to which Respondent entered into
5 knowingly, willingly and intelligently, and with the assistance of counsel, Respondent's license to
6 practice medicine in the State of Nevada was revoked, with the revocation to be immediately
7 stayed, pending compliance with the other provisions of the Settlement Agreement and Order.

8 3. Pursuant to the Settlement Agreement and Order, Respondent's license is subject to
9 revocation upon a term of probation for a period of sixty (60) months from the date of the Board's
10 acceptance, adoption and approval of it.

11 4. Pursuant to the Settlement Agreement and Order, if Respondent fails to demonstrate
12 compliance with the terms and conditions of the Agreement within sixty (60) months, or otherwise
13 violates the terms of the Agreement or the Medical Practice Act, then the IC shall be authorized to
14 immediately suspend Respondent's license to practice medicine in Nevada, pending a duly noticed
15 Order To Show Cause Hearing to take place within sixty (60) days of the suspension. If the
16 violation of the Agreement or the Medical Practice Act is proved after such hearing, pursuant to the
17 express terms of the Agreement, the stay of revocation shall be lifted, and Respondent's license shall
18 be revoked. In such case, pursuant to NRS 622A.410(1), Respondent may not apply for
19 reinstatement of his medical license for a period of five (5) years from the date of the Board's final
20 order of revocation.

21 **A. RESPONDENT'S RECORD OF DISCIPLINARY ACTION**

22 5. On March 17, 2006, the Board found Respondent guilty of violating
23 NRS 630.301(9), engaging in conduct that brings the profession in disrepute, as alleged in Count II
24 of the complaint filed in that corresponding case. The Board ordered that Respondent receive a
25 public reprimand, that he pay nine thousand seven hundred fifty-eight dollars and fifty-four cents
26 (\$9,758.54) for administrative costs, due within ninety (90) days of the date of the order, and that he
27 continue and complete his participation in the Board recognized diversion program he was currently

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1 enrolled in, and as a condition of continued licensure, he was ordered to remain compliant with the
2 contractual obligation therein.

3 6. On March 16, 2007, pursuant to a Settlement Waiver and Consent Agreement
4 approved and accepted by the Board, an order was entered finding Respondent guilty of a violation
5 of the Medical Practice Act, specifically, that Respondent committed malpractice in violation of
6 NRS 630.301(4), in the care and treatment of the patient at issue. The Board suspended
7 Respondent's medical license for a term of nine (9) months, with the suspension stayed and
8 Respondent's license placed in a probationary status beginning upon entry of that Order, with the
9 Board having the unilateral authority to further limit or suspend Respondent's medical license in the
10 event of an adverse adjudication by the Board during his probation. Respondent received a public
11 reprimand, and was ordered to reimburse the Board for the costs incurred in the investigation and
12 prosecution of the matter, the final amount being three thousand eight hundred sixty-three dollars
13 and sixty-one cents (\$3,863.61), within sixty (60) days.

14 7. On August 7, 2009, pursuant to a Settlement Agreement approved and accepted by
15 the Board, an order was entered finding Respondent guilty of a violation of NRS 630.304(1),
16 obtaining, maintaining or renewing a license to practice medicine by fraud or misrepresentation or
17 by any false, misleading, inaccurate or incomplete statement, for failure to disclose arrests during
18 the licensure process. Respondent was arrested in August of 1984 for assault. In May of 1996,
19 Respondent was arrested for burglary and battery. In December of 2000, Respondent was arrested
20 for obstructing a peace officer and for driving under the influence (DUI). Respondent failed to
21 report to the Board any of these arrests in his initial application and all subsequent renewal
22 applications for licensure. The Board ordered Respondent's license suspended for one (1) year, with
23 the suspension stayed contingent upon Respondent's compliance with the following conditions:
24 Respondent was ordered to obey all laws and regulations during his stayed suspension; he received a
25 public reprimand; he was ordered to pay a fine in the amount of two thousand five hundred dollars
26 (\$2,500); he was ordered to reimburse the Board all costs and expenses incurred in the investigation
27 and prosecution of the case in the amount of four thousand six hundred and six dollars and sixty-six
28 cents (\$4,606.66) within sixty (60) days.

1 8. On March 11, 2011, pursuant to a Settlement Agreement approved and accepted by
2 the Board, an order was entered finding Respondent violated NRS 630.3065(2)(a) (two counts), for
3 failure to comply with the diversion program he was currently enrolled in pursuant to a previous
4 Board order as a condition of continued licensure. He received a public reprimand, and was ordered
5 to pay a fine of two thousand dollars (\$2,000), and to pay costs. The Board also ordered
6 Respondent's medical license be revoked, with the revocation stayed contingent upon his
7 compliance with the following terms and conditions of probation: Respondent was ordered to
8 continue, remain compliant, and complete his participation in the Board recognized diversion
9 program until he is cleared to exit such program; Respondent was ordered to pay any costs involved
10 in on-going compliance oversight by the Board and shall reimburse the Board within thirty (30)
11 days of a request for reimbursement of the same.

12 9. On or about April 28, 2014, at 12:59 a.m., Respondent was again arrested for DUI.
13 During the arrest, Respondent admitted: "I had a bottle of wine." At the time of the arrest, a blood
14 sample was taken from Respondent and sent to the Las Vegas Metropolitan Police Department
15 Forensic Laboratory for analysis. The analysis confirmed that Respondent had a blood alcohol
16 concentration of 0.117 g/100 ml at the time of the arrest.

17 10. At the time of his arrest, Respondent was still subject to the terms of his diversion
18 program, and had been ordered by the Board and by the diversion program to completely abstain
19 from alcohol.

20 11. On or about May 30, 2014, the IC suspended Respondent's license to practice
21 medicine by written stipulation with Respondent.

22 12. On June 3, 2016, pursuant to a Settlement Agreement approved and accepted by the
23 Board, an order was entered finding Respondent violated NRS 630.3065(2)(a), as set forth in
24 Count I of the complaint filed therein, for, again, failure to comply with a Board order, and ordering
25 that his license to practice medicine be suspended for two (2) years, effective May 30, 2014, with
26 credit for time already served in suspension. Respondent received a public reprimand, and was
27 ordered to continue all recovery and monitoring activities with the Nevada Professionals Assistance
28 Program for at least five (5) years, and to reimburse the Board's fees and costs. The Board also

1 ordered that, upon the lifting of the summary suspension, Respondent shall be subject to the
2 following limitations on his practice: (1) he shall only be permitted to treat female patients when he
3 has a verifiable chaperone present to observe his treatment and interactions with female patients and
4 the chaperone's name is to be documented within each medical record; (2) he shall obtain therapy
5 with a certified sex addiction therapist, or equivalent, on at least a monthly basis; (3) the Board may
6 monitor Limitation No. 2 for at least one (1) year. After one (1) year, Dr. Foote may petition the
7 Board to lift the foregoing limitations on his license.

8 13. Pursuant to and as provided in a Guilty Plea Agreement, filed in the Eighth Judicial
9 District Court of the State of Nevada on November 14, 2018, Respondent pled guilty to
10 POSSESSION OF CONTROLLED SUBSTANCE (Category E Felony - NRS 453.336 -
11 NOC 51127), in Case No. C-18-335993-1, to which Guilty Plea Agreement Respondent consented
12 in writing, which provides in pertinent part that on or between September 13, 2017, and
13 November 29, 2017, within Clark County, Nevada, contrary to the form, force and effect of
14 statutes in such cases made and provided, and against the peace and dignity of the State of
15 Nevada, Respondent did willfully, unlawfully, feloniously, and knowingly or intentionally possess
16 a controlled substance, to wit: Carisoprodol and/or Oxycodone and/or Methadone and/or
17 Oxymorphone.

18 14. On or between September 13, 2017, and November 29, 2017, Respondent willfully,
19 unlawfully, feloniously, knowingly or intentionally possessed controlled substances, to wit:
20 Carisoprodol, Oxycodone, Methadone and Oxymorphone. Respondent also unlawfully possessed
21 and sold to patients prescription blanks, which had been signed by another practitioner before
22 being filled out, and which Respondent had no authority to write himself.

23 15. On August 16, 2019, in Case No. 19-12899-1, the present case, the IC filed a formal
24 Complaint charging Respondent with violating the Medical Practice Act. Specifically, the
25 Complaint alleged Count I, violation of NRS 630.301(9) (Disreputable Conduct); Count II, violation
26 of NRS 630.306(1)(c) (Engaging in Conduct That Violated Pharmacy Board Regulations); Count III,
27 violation of NRS 630.306(1)(b)(2) (Violation of Standards of Practice); Count IV, violation of
28 NRS 630.3062(1)(a) (Failure to Maintain Complete Medical Records); Count V, violation of

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

5 16. For the felonious conduct set forth above, Respondent was charged in the
6 Complaint with Count I, violation of NRS 630.301(9) (Disreputable Conduct); Count II, violation
7 of NRS 630.306(1)(c) (Engaging in Conduct That Violated Pharmacy Board Regulations).

8 17. Further, Respondent treated three (3) patients, Patients A, B and C, for chronic pain
9 with opioid analgesics to treat chronic pain in a manner that deviated from the the *Model Policy*
10 *on the Use of Opioid Analgesics in the Treatment of Chronic Pain*, July 2013. Respondent also
11 failed to maintain complete medical records relating to the diagnosis, treatment and care of
12 Patients A, B and C, by failing to document the following: physical examinations before
13 prescribing opioid analgesics; support for his diagnoses with physical examination findings;
14 treatment objectives to evaluate treatment progress; monitoring patient compliance with testing
15 and adapting his treatment plan based on patient compliance; progress toward discontinuation of
16 opioid therapy. For the foregoing violations of the Medical Practice Act, Respondent was charged
17 in the Complaint with three (3) counts of violating NRS 630.306(1)(b)(2) (Violation of Standards
18 of Practice), and three (3) counts of violating NRS 630.3062(1)(a) (Failure to Maintain Proper
19 Medical Records).

20 18. On September 6, 2019, pursuant to a Settlement Agreement approved and accepted
21 by the Board, Respondent admitted to all Counts, I through VIII, of the Complaint, as set forth in
22 the Complaint. The Board ordered that Respondent's license to practice medicine in Nevada be
23 revoked, with the revocation immediately stayed and his license placed on probation for a period of
24 sixty (60) months, subject to various terms and conditions, including but not limited to the
25 following: he shall reinstate his license, providing all regularly required documentation and
26 paying all required fees, by June 30, 2020; he shall comply with and complete all terms and
27 conditions of any criminal sanctions incurred before or during the period of the Agreement,
28 specifically including but not limited to Eighth Judicial District Court of the State of Nevada,

1 Case No. C-18-335993-1, including probation or parole, including full compliance with and
2 successful completion of the all terms of that suspension of sentence and probation imposed in
3 that case pursuant to NRS 453.3363; he shall receive a public reprimand; he shall pay total fines in
4 the amount of four thousand dollars (\$4,000); he shall complete twenty (20) hours of Continuing
5 Medical Education (CME), in addition to his statutory CME requirements for licensure; he shall
6 reimburse the Board's fees and costs associated with investigation and prosecution of the case
7 against him; he shall complete the University of California, San Diego, Physician Assessment and
8 Clinical Education (PACE) Program Competency Assessment and, if recommended by PACE, the
9 Fitness for Duty (FFD) Evaluation, and pass all of the above to the satisfaction of the Board; he shall
10 enter into an agreement with, and comply with all recovery and monitoring activities of, the Nevada
11 Professionals Assistance Program (NPAP) for at least seven (7) years.

12 **B. FIRST CAUSE OF ACTION FOR REVOCATION**

13 19. Pursuant to the Settlement Agreement and Order, paragraph 5(b), Respondent
14 agreed and was ordered to reinstate his license, providing all regularly required documentation
15 and paying all required fees, by June 30, 2020.

16 20. Respondent did not reinstate his license by June 30, 2020, has not provided any of
17 the regularly required documents nor paid any of the required fees, and has not done so as of the
18 date of the filing of this Order of Suspension, more than eight (8) months later.

19 21. Pursuant to the Settlement Agreement and Order, paragraph 5(c), and by reason of
20 the foregoing misconduct of the Respondent, and in light of Respondent's repeated failures to
21 comply with the Medical Practice Act and the orders of the Board throughout the entirety of his
22 licensure by the Board, and for the protection and benefit of the public, the Board has abundant
23 good cause to lift its stay of revocation, and thereby revoke Respondent's license to practice
24 medicine.

25 **C. SECOND CAUSE OF ACTION FOR REVOCATION**

26 22. Pursuant to the Settlement Agreement and Order, paragraph 5(c)(5), Respondent
27 agreed and was ordered to comply with and complete all terms and conditions of any criminal
28 sanctions incurred before or during the period of the Agreement, specifically including but not

1 limited to Eighth Judicial District Court of the State of Nevada, Case No. C-18-335993-1,
2 including probation or parole, including full compliance with and successful completion of the all
3 terms of that suspension of sentence and probation imposed in that case pursuant to
4 NRS 453.3363.

5 23. On March 1, 2021, Respondent was arrested on charges of Domestic Battery,
6 violation of NRS 200.485(1)(a), and for Violation of Probation/Condition of Suspended Sentence,
7 NRS 176A.500. Respondent was transported to the Clark County Detention Center and booked
8 accordingly for Domestic Battery and Violation of Parole and Probation. He was released on
9 March 10, 2021, pending further hearing on the revocation of his parole.

10 24. According to the report of the arrest by Las Vegas Metropolitan Police Department,
11 Respondent had a verbal and physical altercation with his ex-girlfriend. During the altercation,
12 the ex-girlfriend alleged that Respondent shoved her face with his hand and pushed her out of the
13 door, along with a friend of the ex-girlfriend who was accompanying her. The ex-girlfriend called
14 9-1-1, and upon visual inspection by police, the ex-girlfriend had a small scratch by her left eye.
15 Digital photos were taken of the ex-girlfriend's injuries. Police officers made contact with the
16 alleged victim's friend, who corroborated this account.

17 25. Pursuant to the Settlement Agreement and Order, paragraph 5(c), and by reason of
18 the foregoing misconduct of the Respondent, and in light of Respondent's repeated failures to
19 comply with the Medical Practice Act and the orders of the Board throughout the entirety of his
20 licensure by the Board, and for the protection and benefit of the public, the Board has abundant
21 good cause to lift its stay of revocation, and thereby revoke Respondent's license to practice
22 medicine.

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WHEREFORE, the Investigative Committee prays:

1. That the Board give Respondent notice of these charges herein made against him and give him notice that he may file an answer to this Notice and Order to Show Cause within twenty (20) days of service of this Notice and Order;
2. That the Board set a time and place for an Order to Show Cause hearing within sixty (60) days;
3. That the Board lift its stay of revocation, and thereby revoke Respondent's license to practice medicine, and determine what sanctions to otherwise impose if it determines there has been a violation or violations of the Medical Practice Act committed by Respondent;
4. That the Board make, issue and serve on Respondent its findings of fact, conclusions of law and order, in writing, that includes the sanctions imposed; and
5. That the Board take such other and further action as may be just and proper in these premises.

DATED this 26 day of March, 2021.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

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

1 **VERIFICATION**

2 STATE OF NEVADA)
3 : ss.
4 COUNTY OF WASHOE)

5 M. Neil Duxbury, having been duly sworn, hereby deposes and states under penalty of
6 perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of
7 Medical Examiners that authorized the Complaint against the Respondent herein; that he has read
8 the foregoing Notice and Order to Show Cause; and that based upon information discovered in the
9 course of the investigation of Respondent, he believes that the allegations and charges in the
10 foregoing Notice and Order to Show Cause against Respondent are true, accurate and correct.

11 DATED this 26 day of March, 2021.

12 INVESTIGATIVE COMMITTEE OF THE
13 NEVADA STATE BOARD OF MEDICAL EXAMINERS

14 M. Neil Duxbury
15 M. Neil Duxbury, Chairman

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

EXHIBIT 1

EXHIBIT 1

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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Dated this 21 day of August, 2019.

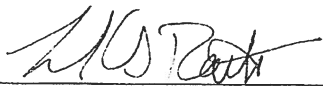
INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 

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


Dated this 7th day of August, 2019.

HUTCHISON & STEFFEN, PLLC

By: 

L. Kristopher Rath, Esq.,
Attorneys for Respondent

Dated this 7th 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.



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

CERTIFICATE OF SERVICE

I hereby certify that I am employed by the Nevada State Board of Medical Examiners and that on the 30th day of March, 2021, I served a file-stamped copy of the **NOTICE OF VIOLATION OF BOARD ORDER AND ORDER TO SHOW CAUSE ON REVOCATION OF LICENSURE**, via U.S. Certified Mail with courtesy copy by email to the following parties:

CHRISTINA M.S. ALEXANDER, ESQ.
Hutchison & Steffen, LLC
10080 W. Alta Drive, Suite 200
Las Vegas, NV 89145
calexander@hutchlegal.com

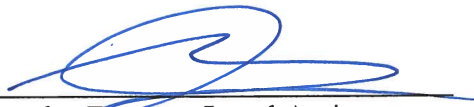
Certified Mailing No.* **9171 9690 0935 0243 8356 26

CHARLES WOODMAN, ESQ.
The Law Offices of Charles B. Woodman
548 W. Plumb Lane, Suite B
Reno, NV 89509
hardywoodmanlaw@msn.com

Certified Mailing No* **9171 9690 0935 0243 8356 19

On the 26th day of March, 2021, a file-stamped copy of the **NOTICE OF VIOLATION OF BOARD ORDER AND ORDER TO SHOW CAUSE ON REVOCATION OF LICENSURE** was personally served to **Ronald Hope Foote, M.D.** at **6773 W. Charleston Blvd., Las Vegas, Nevada 89146.**

DATED this 30th day of March, 2021.


Mercedes Fuentes, Legal Assistant
Nevada State Board of Medical Examiners