

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

3 * * * * *

4
5 **In the Matter of Charges and Complaints**

Case Nos. 21-12218-1 and 21-12218-2

6 **Against:**

FILED

7 **RAJEEV SHARAD KHAMAMKAR, M.D.,**

MAR 04 2022

8 **Respondent.**

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 B. Fricke, J.D., General Counsel for the Board and attorney for the
13 IC, and Rajeev Sharad Khamamkar, M.D. (Respondent), a licensed physician in Nevada, assisted
14 by his attorneys, Cinema Greenberg, Esq., and Maria Nutile, Esq., hereby enter into this
15 Settlement Agreement (Agreement) based on the following:¹

16 **A. BACKGROUND**

17 1. Respondent is a medical doctor currently licensed in active status by the Board
18 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
19 Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in
20 Nevada. His license was originally issued on April 8, 1998 (License No. 8597).

21 2. On February 2, 2022, in Case No. 21-12218-1, the IC filed a formal First Amended
22 Complaint (Complaint I) charging Respondent with violating the Medical Practice Act.
23 Specifically, Complaint I alleges one (1) violation of NRS 630.305(1)(d), Charging for Services
24 Not Rendered (Count I), one (1) violation of NAC 630.230, Falsifying Medical Records (Count
25 II), and one (1) violation of NRS 630.301(7), Violating the Trust of a Patient for Financial Gain

26
27 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any
28 subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore,
Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another
state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or
federal court proceeding, or any credentialing or privileges matter.

1 (Count III). Also, on November 2, 2021, in Case No. 21-12218-2, the IC filed a formal Complaint
2 (Complaint II) charging Respondent with violating the Medical Practice Act. Specifically,
3 Complaint II alleges one (1) violation of NRS 630.3062(1)(e), Failure to Report Sanction
4 Reportable to the National Practitioners Databank (NPDB) (Count I). Complaints I and II are
5 herein referred to collectively as the "Complaints."

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 the Complaints, has reviewed and
9 understands the Complaints, and has had the opportunity to consult with competent counsel
10 concerning the nature and significance of the Complaints.

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

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

27 ///

28 ///

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 this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
25 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
26 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
27 may apply to him in connection with the administrative proceedings resulting from the Complaints
28 filed in these matters, including defense of the Complaints, adjudication of the allegations set forth

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

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

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

18 a. Respondent admits to Counts I, II, and III, as alleged in Complaint I, and
19 admits to Count I, as alleged in Complaint II.

20 b. Respondent will pay the costs and expenses incurred in the investigation
21 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
22 adoption and approval of this Agreement, the current amount being eight thousand seven hundred
23 ninety-seven dollars and ninety-three cents (\$8,797.93), not including any costs that may be
24 necessary to finalize this Agreement.

25 c. Respondent shall pay a fine of six thousand dollars (\$6,000.00) within sixty
26 (60) days of the Board's acceptance, adoption and approval of this Agreement.

27 d. Respondent shall complete twenty-two (22) hours of continuing medical
28 education (CME) regarding medical ethics and professionalism within six (6) months of the date

1 of the Board's acceptance, adoption and approval of this Agreement. The aforementioned hours of
2 CME shall be in addition to any CME requirements that are regularly imposed upon Respondent
3 as a condition of licensure in the State of Nevada, and shall be approved by the Board to meet this
4 requirement prior to their completion, and proof of completion shall be provided to the Board.

5 e. The Respondent shall submit to an Ethics and Boundaries Assessment
6 Services (EBAS) examination within ninety (90) days of Board approval of this agreement, which
7 examination shall be paid for at the expense of the Respondent.

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

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

11 h. The remaining counts of the Complaints, if any, and any other claims
12 arising from the Board's corresponding investigative case file(s), shall be dismissed with
13 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 this matter. The IC and its counsel agree
8 that Respondent and/or Counsel for the Respondent may appear at the Board meeting where this
9 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
10 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 case shall be closed
14 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 these cases; and (2) Respondent further agrees that he shall not seek to disqualify
23 any 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 party's consent to such

28 ///

1 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
2 State of Nevada, Washoe County.

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

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

13 ///
14 ///
15 ///


16
17
18
19
20
21
22
23
24
25
26
27
28

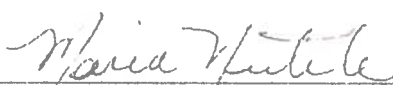
1 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
2 condition of this Agreement may subject Respondent to civil collection efforts.

3
4 DATED this 9th day of FEBRUARY, 2022. DATED this 1st day of FEBRUARY, 2022.


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

8 NUTILE LAW

9 By: 
10 AARON B. FRICKE, J.D.
11 General Counsel
12 9600 Gateway Drive
13 Reno, NV 89521
14 Tel: (775) 688-2559
15 Email: africke@medboard.nv.gov
16 *Attorney for the Investigative Committee*

17 By: 
18 MARIA NUTILE, ESQ.
19 7395 S. Pecos Road, Ste. 103
20 Las Vegas, NV 89120
21 Tel: (702) 307-4870
22 maria@nutilelaw.com
23 *Attorney for Respondent*

24 DATED this 1st day of February, 2022

25 By: 
26 R. DEEPA SHARAD KHAMANKAR M.D.,
27 Nevada License No. 8597
28 *Respondent*

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case Nos. 21-12218-1 and 21-12218-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 4th day of March, 2022.

DATED this 4th day of March, 2022.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 
VICTOR M. MURO, M.D.
Board President