

1 reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS
2 630.352.

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

6 4. Respondent is hereby advised of his rights regarding this administrative matter, and
7 of his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
8 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
9 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is
10 contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is
11 contained in NRS Chapter 233B and 622A. These rights include the right to a formal hearing on
12 the allegations in the Complaint, the right to representation by counsel, at his own expense, in the
13 preparation and presentation of his defense, the right to confront and cross-examine the witnesses
14 and evidence against him, the right to written findings of fact, conclusions of law and order
15 reflecting the final decision of the Board, and the right to judicial review of the Board's order, if
16 the decision is adverse to him.

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

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

1 **B. TERMS & CONDITIONS**

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

5 1. **Jurisdiction.** Respondent is, and at all times relevant to the Complaint has been, a
6 respiratory therapist licensed to practice respiratory therapy in Nevada subject to the jurisdiction
7 of the Board as set forth in the Medical Practice Act.

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

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

25 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering
26 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent
27 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

1 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit
2 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
3 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
4 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
5 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
6 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
7 effectuate this Agreement.

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

12 a. Respondent admits to Count I, one (1) violation of NRS 630.301(4),
13 Malpractice, and one (1) violation of NRS 630.3062(1)(a) Failure to Maintain Proper Medical
14 Records.

15 b. Respondent will pay the total costs and expenses incurred in the
16 investigation and prosecution of the above-referenced matter in the amount of two thousand eight
17 hundred eighty-five dollars and nine cents (\$2,885.09), in six (6) equal payments beginning on
18 November 15, 2023, continuing on December 15, 2023, January 15, 2024, February 15, 2024,
19 March 15, 2024, and paid in full on or before April 15, 2024. This payment plan is contingent
20 upon the Board's acceptance, adoption and approval of this Agreement.

21 c. Respondent shall pay a fine in the amount of one thousand dollars
22 (\$1,000.00) in six (6) equal payments beginning on November 15, 2023, continuing on December
23 15, 2023, January 15, 2024, February 15, 2024, March 15, 2024, and paid in full on or before
24 April 15, 2024. This payment plan is contingent upon the Board's acceptance, adoption and
25 approval of this Agreement.

26 d. The Respondent shall perform ten (10) hours of Continued Medical
27 Education (CME) related to proper record keeping, in addition to the required CMEs for licensure.
28

1 These CME hours must be completed within one hundred days (180) days of the Board's
2 acceptance, adoption and approval of this Agreement.

3 e. The Respondent shall submit to and pass all five (5) sections of the Ethics
4 and Boundaries Assessment Services (EBAS) examination within one hundred eighty (180) days
5 of Board approval of this agreement which shall be paid for at the expense of the Respondent.

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

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

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

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

26 Respondent acknowledges that such contacts and communications may be made or
27 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board
28 meeting where this Agreement is discussed, and that such contacts and communications may

1 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
2 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
3 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this
4 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
5 IC or the IC's counsel.

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

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

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

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

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


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


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

13
14 DATED this 7th day of September, 2023. DATED this _____ day of _____, 2023.


15 INVESTIGATIVE COMMITTEE OF THE
16 NEVADA STATE BOARD OF MEDICAL
EXAMINERS

WHITEHEAD & BURNETT

17
18 By: 
DONALD K. WHITE
19 Senior Deputy General Counsel
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Attorney for the Investigative Committee

By: 
JEFFREY J. WHITEHEAD, ESQ.
6980 O'Bannon Drive
Las Vegas, NV 89117
Tel: (702) 267-6500
Email:
Attorney for Respondent

23
24 DATED this 25 day of AUGUST, 2023.

25
26 By: 
WARREN S. BASLAN, RRT,
27 Nevada License No. RC1999
Respondent

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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 23-39155-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 15th day of September, 2023.

DATED this 15th day of September, 2023.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: _____


AURY NAGY, M.D.
Board President