

# AGENDA ITEM 11

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

3                                   \* \* \* \* \*

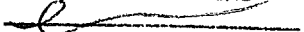
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5 **In the Matter of Charges and Complaint**  
6 **Against**  
7 **CLINTON ANDERSON, PA-C,**  
8 **Respondent.**

Case No. 20-36612-1

**FILED**

MAR 16 2020

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

9  
10                                   **COMPLAINT**

11                   The Investigative Committee (IC)<sup>1</sup> of the Nevada State Board of Medical Examiners  
12 (Board), by and through Aaron Bart Fricke, Esq., Senior Deputy General Counsel and attorney for  
13 the IC, having a reasonable basis to believe that Clinton Anderson, PA-C (Respondent), violated the  
14 provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC)  
15 Chapter 630 (collectively, the Medical Practice Act), hereby issues its Complaint, stating the IC's  
16 charges and allegations as follows:

17                   1.       Respondent was at all times relevant to this Complaint a licensed physician  
18 assistant holding an active license to practice medicine in the State of Nevada (License No.  
19 PA1203). Respondent was licensed by the Board on February 16, 2010.

20                   2.       Patient A was a 73-year-old male at the time of the incidents in question. His name  
21 is not disclosed in this Complaint to protect his identity, but his identity is disclosed in the Patient  
22 Designation contemporaneously served on Respondent with a copy of this Complaint.

23                   3.       Respondent was at all times relevant to this Complaint professionally supervised by  
24 Dhaval Jasantbhai Shah, M.D. (Dr. Shah). At all times relevant to this Complaint, Dr. Shah  
25 practiced in the areas of infectious diseases and internal medicine, in Las Vegas, Nevada.

26  
27                   \_\_\_\_\_  
28 <sup>1</sup>The Investigative Committee of the Nevada State Board of Medical Examiners, at the time this formal Complaint  
was authorized for filing, was composed of Board members Mr. M. Neil Duxbury, Chairman, Aury Nagy, M.D., and  
Michael C. Edwards, M.D., FACS.



OFFICE OF THE GENERAL COUNSEL  
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1           13.    NAC 630.380(1)(m) provides that violation of a provision of NRS 630.301 to  
2 630.3065, inclusive, is grounds for initiating disciplinary action against a physician assistant.

3           14.    NRS 630.3062(1)(a) provides that the failure to maintain timely, legible, accurate  
4 and complete medical records relating to the diagnosis, treatment and care of a patient is grounds  
5 for initiating discipline against a licensee.

6           15.    Respondent failed to maintain accurate and complete medical records regarding his  
7 treatment of Patient A from January 29, 2020, until February 6, 2020.

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

10           **WHEREFORE**, the IC prays:

11           1.    That the Board give Respondent notice of the charges herein against him and give  
12 him notice that he may file an answer to the Complaint herein as set forth in NRS 630.339(2)  
13 within twenty (20) days of service of the Complaint;

14           2.    That the Board set a time and place for a formal hearing after holding an Early  
15 Case Conference pursuant to NRS 630.339(3);

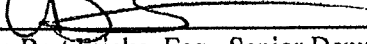
16           3.    That the Board determine what sanctions to impose if it finds and concludes that  
17 there has been a violation or violations of the Medical Practice Act committed by Respondent;

18           4.    That the Board make, issue and serve on Respondent its findings of fact,  
19 conclusions of law and order, in writing, to include sanctions to be imposed; and

20           5.    That the Board take such other and further action as may be just and proper in these  
21 premises.

22           DATED this 16 day of March, 2020.

23           INVESTIGATIVE COMMITTEE OF THE  
24 NEVADA STATE BOARD OF MEDICAL EXAMINERS

25           By:   
26           Aaron Bart Fricke, Esq., Senior Deputy General Counsel  
27           Attorney for the Investigative Committee  
28

1 VERIFICATION

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

5 Mr. 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 Complaint; and that based upon information discovered in the course of the  
9 investigation into a complaint against Respondent, he believes that the allegations and charges in  
10 the foregoing Complaint against Respondent are true, accurate and correct.

11 DATED this 16<sup>th</sup> day of March, 2020.

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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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 **CLINTON ANDERSON, PA-C,**  
8 **Respondent.**

Case No. 20-36612-1

**FILED**

**AUG 26 2020**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

9  
10                                   **SETTLEMENT AGREEMENT**

11                                   The Investigative Committee (IC) of the Nevada State Board of Medical Examiners  
12 (Board), by and through Aaron Bart Fricke, Esq., Senior Deputy General Counsel for the Board  
13 and attorney for the IC, and Clinton Anderson, PA-C (Respondent), a licensed physician assistant  
14 in Nevada, assisted by his attorneys, Crane Pomerantz, Esq., and Johnathon Fayeghi, Esq., of the  
15 law firm of Sklar Williams PLLC, hereby enter into this Settlement Agreement (Agreement)  
16 based on the following:<sup>1</sup>

17                                   **A. Background**

18                                   1. Respondent is a physician assistant currently licensed by the Board pursuant to  
19 Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative  
20 Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada.). Respondent  
21 was originally licensed by the Board on February 16, 2010 (License No. PA1203).

22                                   2. On March 16, 2020, in Case No. 20-36612-1, the IC filed a formal Complaint  
23 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
24 Complaint alleges one (1) violation of NAC 630.380(1)(f), Malpractice (Count I), and one (1)

25 *///*

26  
27 <sup>1</sup> 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 violation of NRS 630.3062(1)(a), Failure to Maintain Accurate and Complete Medical Records  
2 (Count II).

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 the Complaint, has reviewed and  
6 understands the Complaint, and has had the opportunity to consult with competent counsel  
7 concerning the nature and significance of the Complaint.

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

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

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

1 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

2 **B. Terms & Conditions**

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

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

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

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

26 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering  
27 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent  
28 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in



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

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

13 a. Respondent admits to Counts I and II of the Complaint, Malpractice, and Failure to  
14 Maintain Accurate and Complete Medical Records, respectively.

15 b. Respondent's license to practice medicine in the State of Nevada shall be revoked,  
16 with said revocation to be immediately stayed pending the completion of the probationary terms  
17 set forth in Paragraph "c" immediately following.

18 c. Respondent's license shall be subject to revocation upon a term of probation for a  
19 period of not less than twelve (12) months, but up to twenty-four (24) months from the date of the  
20 Board's acceptance, adoption and approval of this Agreement (Probationary Period). Respondent  
21 must complete the following terms and conditions within the Probationary Period and demonstrate  
22 compliance to the good faith satisfaction of the Board within twenty-four (24) months. If  
23 Respondent fails to demonstrate compliance with the terms and conditions of this Agreement  
24 within the Probationary Period, or otherwise violates the terms of this Agreement or the Medical  
25 Practice Act, then the IC shall be authorized to immediately suspend Respondent's license to  
26 practice medicine in Nevada, pending a duly noticed Order To Show Cause Hearing to take place  
27 within sixty (60) days of the suspension. If the violation of this Agreement or the Medical  
28 Practice Act is proved after such hearing pursuant to NRS 630.346(2), then pursuant to the

1 express terms of this Agreement, the stay of revocation shall be lifted, and Respondent's license  
2 shall be revoked. In such case, pursuant to NRS 622A.410(1), Respondent may not apply for  
3 reinstatement of his medical license for a period of three (3) years from the date of the Board's  
4 final order of revocation. If Respondent successfully completes the Probationary Period,  
5 demonstrates compliance with the terms and conditions of this Agreement, and otherwise fulfills  
6 all terms of this Agreement, and has not otherwise committed any new violations of the Medical  
7 Practice Act, then, at that time, the order of revocation shall be rescinded, and the probation shall  
8 be terminated. The following terms and conditions shall apply during Respondent's Probationary  
9 Period:

- 10 (1) Respondent shall pay the costs and expenses incurred in the investigation and  
11 prosecution of the above-referenced matter within one hundred eighty (180) days of  
12 the Board's acceptance, adoption and approval of this Agreement, the current amount  
13 being \$6,402.07, not including any costs that may be necessary to finalize this  
14 Agreement.
- 15 (2) Respondent shall take ten (10) hours of continuing medical education (CME) related to  
16 medical ethics and professionalism within three (3) months from the date of the  
17 Board's acceptance, adoption and approval of this Agreement. The aforementioned  
18 hours of CME shall be in addition to any CME requirements that are regularly  
19 imposed upon Respondent as a condition of licensure in the State of Nevada and shall  
20 be approved by the Board to meet this requirement prior to their completion.
- 21 (3) Respondent shall pay a fine of \$2,000 per count admitted to hereby, consisting of two  
22 (2) counts, for a total of \$4,000, within one hundred eighty (180) days of the Board's  
23 acceptance, adoption and approval of this Agreement.
- 24 (4) Before the conclusion of the Probationary Period, Respondent shall appear before the  
25 Board at a public meeting and demonstrate current compliance with all the terms and  
26 conditions of this Agreement, and provide a full report of his medical activities and  
27 practice plans. Provided that Respondent has successfully completed twelve (12)  
28 months of the Probationary Period, has fulfilled all the aforementioned terms and

1 conditions of this Probationary Period, and committed no new violations of the  
2 Medical Practice Act from the date of this Agreement, and there exist at the time of his  
3 appearance no new pending formal complaints or disciplinary actions against  
4 Respondent, then Respondent's probation may be terminated, subject to further order  
5 of the Board.

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

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

9 f. All other claims arising from this matter shall be dismissed with prejudice.

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

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

27 Respondent acknowledges that such contacts and communications may be made or  
28 conducted ex parte, without notice or opportunity to be heard on his part until the public Board

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

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 the 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 parties 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.

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

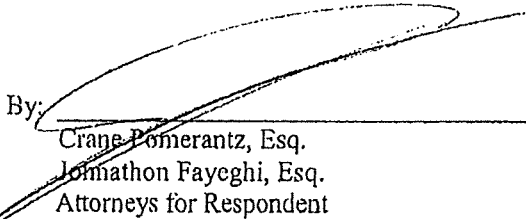
Dated this 16 day of MARCH, 2020.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS


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

Dated this 16<sup>th</sup> day of March, 2020.

Sklar Williams PLLC

By:   
Crane Pomerantz, Esq.  
Jonathon Fayeghi, Esq.  
Attorneys for Respondent

Dated this 16<sup>th</sup> day of MARCH, 2020.

  
Clinton Anderson, PA-C, Respondent

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IT IS HEREBY ORDERED that the foregoing Settlement Agreement (20-36612-1) is approved and accepted by the Nevada State Board of Medical Examiners on the 26<sup>th</sup> day of August, 2020, with the final total amount of costs due of \$6,402.07.



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