

BEFORE THE BOARD OF MEDICAL EXAMINERS  
OF THE STATE OF NEVADA

\* \* \* \* \*

In the Matter of Charges and Complaint

Case No. 23-39155-1

Against:

FILED

WARREN S. BASILAN, RRT,

JUN 26 2023

Respondent.

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

COMPLAINT

The Investigative Committee<sup>1</sup> (IC) of the Nevada State Board of Medical Examiners (Board), by and through Donald K. White, Senior Deputy General Counsel and attorney for the IC, having a reasonable basis to believe that Warren S. Basilan, RRT (Respondent) violated the provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630 (collectively, the Medical Practice Act), hereby issues its Complaint, stating the IC's charges and allegations as follows:

1. Respondent was at all times relative to this Complaint a respiratory therapist holding an active license to practice respiratory therapy in the State of Nevada (License No. RC1999). Respondent was originally licensed by the Board on August 10, 2011.

2. Pursuant to NRS 630.309 and NAC 630.540 (23), Respondent is subject to the same disciplinary measures as a practitioner of medicine.

3. Patient A<sup>2</sup> was a sixty-nine (69) year-old male at the time of the events at issue.

4. On September 4, 2020, Patient A was transferred to AMG Specialty Hospital for treatment of pneumonia and respiratory failure, after spending several days at North Vista Hospital.

<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 Bret W. Frey, M.D., Chowdhury H. Ahsan, M.D., Ph.D., FACC, and Col. Eric D. Wade, USAF (Ret.).

<sup>2</sup> Patient A's true identity is not disclosed herein to protect his privacy, but is disclosed in the Patient Designation served upon Respondent along with a copy of this Complaint.







1           3.       That the Board determine what sanctions to impose if it determines there has been  
2 a violation or violations of the Medical Practice Act committed by Respondent;

3           4.       That the Board award fees and costs for the investigation and prosecution of this  
4 case as outlined in NRS 622.400;

5           5.       That the Board make, issue and serve on Respondent its findings of fact,  
6 conclusions of law and order, in writing, that includes the sanctions imposed; and

7           6.       That the Board take such other and further action as may be just and proper in these  
8 premises.

9           DATED this 26<sup>th</sup> day of June, 2023.

10                               INVESTIGATIVE COMMITTEE OF THE  
11                               NEVADA STATE BOARD OF MEDICAL EXAMINERS

12                               By: \_\_\_\_\_

13                               DONALD K. WHITE  
14                               Senior Deputy General Counsel  
15                               9600 Gateway Drive  
16                               Reno, NV 89521  
17                               Tel: (775) 688-2559  
18                               Email: [dwhite@medboard.nv.gov](mailto:dwhite@medboard.nv.gov)  
19                               Attorney for the Investigative Committee

VERIFICATION

STATE OF NEVADA )  
: ss.  
COUNTY OF WASHOE )

Bret W. Frey, M.D., having been duly sworn, hereby deposes and states under penalty of perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the Complaint against the Respondent herein; that he has read the foregoing Complaint; and that based upon information discovered in the course of the investigation into a complaint against Respondent, he believes that the allegations and charges in the foregoing Complaint against Respondent are true, accurate and correct.

DATED this 26<sup>th</sup> day of June, 2023.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:

  
BRET W. FREY, M.D.  
*Chairman of the Investigative Committee*

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

\* \* \* \* \*

**In the Matter of Charges and Complaint**

**Case No. 23-39155-1**

**Against:**

**FILED**

**WARREN S. BASILAN, RRT,**

**SEP 15 2023**

**Respondent.**

**NEVADA STATE BOARD OF  
MEDICAL EXAMINERS**

By: *[Signature]*

**SETTLEMENT AGREEMENT**

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Donald K. White, Senior Deputy General Counsel for the Board and attorney for the IC, and Warren S. Basilan, RRT (Respondent), a licensed respiratory therapist in Nevada, assisted by his attorney, Jeffrey J. Whitehead, Esq., of the law firm of Whitehead & Burnett, hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

**A. BACKGROUND**

1. Respondent is a respiratory therapist currently licensed in active status by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act) to practice respiratory therapy in Nevada. His license was originally issued on August 10, 2011 (License No. RC1999).

2. On June 26, 2023 in Case No. 23-39155-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (I) violation of NRS 630.301(4), Malpractice (Count I); and one (I) violation of NRS 630.3062(1)(a) Failure to Maintain Proper Medical Records (Count II). By

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

1 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.

OFFICE OF THE GENERAL COUNSEL


Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2559

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

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


DATED this 7th day of September, 2023.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL  
EXAMINERS

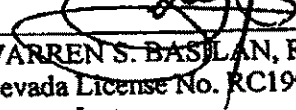
By:   
DONALD K. WHITE  
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Tel: (775) 688-2559  
Email: [dwhite@medboard.nv.gov](mailto:dwhite@medboard.nv.gov)  
Attorney for the Investigative Committee

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WHITEHEAD & BURNETT

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

DATED this 25 day of AUGUST, 2023.

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

**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*