

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

3 * * * * *

4
5 **In the Matter of Charges and**)
6)

7 **Complaint Against**)

8 **DANIEL A. WILLIAMS, M.D.,**)

9 **Respondent.**)
10 _____)

Case No. 11-30754-1

FILED

SEP 12 2011

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

11
12 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

13 **THIS AGREEMENT** is hereby entered into by and between the Investigative Committee
14 (IC) of the Nevada State Board of Medical Examiners (the Board), composed of
15 Charles N. Held, M.D., Theodore B. Berndt, M.D., and Valerie J. Clark, BSN, RHU, LUTCF, at the
16 time of the authorization of filing this formal complaint, by and through Edward O. Cousineau,
17 Deputy Executive Director for the Board and counsel for the Investigative Committee, and
18 Daniel A. Williams, M.D. (Respondent), as follows:

19 **WHEREAS**, on or about July 19, 2011, the IC of the Board filed a formal complaint in the
20 above-referenced matter (the "Complaint"), charging Respondent with violations of the Medical
21 Practice Act (NRS Chapter 630), to wit: the revocation, suspension, modification or limitation of
22 the license to practice any type of medicine by any other jurisdiction, a violation of
23 NRS 630.301(3).

24 **WHEREAS**, Respondent has received a copy of the Complaint, reviewed it, understands the
25 nature and significance of the Complaint, and Respondent is fully advised concerning his rights and
26 defenses to the Complaint, as well as the possible sanctions that may be imposed if the Board finds
27 and concludes that he has violated one or more provisions of the Medical Practice Act; and

28 **WHEREAS**, Respondent understands and agrees that he has certain rights under the United

1 States Constitution and the Constitution of the state of Nevada, as well as under the Medical Practice
2 Act (NRS Chapter 630) and the Nevada Administrative Procedures Act (NRS Chapter 233B),
3 including but not limited to the right to a formal hearing on the charges against him, the right to
4 representation by counsel in the preparation and presentation of his defense, the right to
5 confrontation and cross-examination of witnesses against him, the right to present evidence and
6 witnesses on his own behalf, the right to written findings, conclusions and order regarding a final
7 decision by the Board, and the right to judicial review of any final decision by the Board that is
8 adverse to him; and

9 **WHEREAS**, provided this Agreement is approved by the Board, Respondent agrees to
10 waive all of his rights under the United States Constitution, the Constitution of the state of Nevada,
11 the Medical Practice Act, and the Nevada Administrative Procedures Act, including but not limited
12 to the right to a hearing on the charges and written findings of fact, conclusions of law and order,
13 and he agrees to settle and resolve this matter of the formal complaint against him by way of, and in
14 accordance with, this Settlement, Waiver and Consent Agreement; and

15 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by and
16 between himself and the Board's IC, and not with the Board, but that the IC will present this
17 Agreement to the Board for consideration in open session at a regularly-scheduled quarterly
18 meeting, duly noticed, and that the IC shall advocate approval of this Agreement by the Board, but
19 that the Board has the right to decide in its own discretion whether or not to approve this Agreement;
20 and

21 **WHEREAS**, Respondent and the IC each understand and agree that if the Board approves
22 the terms, covenants and conditions of this Agreement, then the terms, covenants and conditions
23 enumerated below shall be binding and enforceable upon Respondent and the Board's IC; and

24 **WHEREAS**, Respondent has reviewed and understands all the relevant facts and
25 circumstances of this matter;

26 **NOW THEREFORE**, in order to resolve the above-captioned case and charges brought
27 against him by the Board's Investigative Committee in said matter, Respondent and the IC hereby
28 agree to the following terms, covenants and conditions:

1 1. **Jurisdiction.** Respondent is, and at all times mentioned in the complaint filed in the
2 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada subject
3 to the jurisdiction of the Board to hear and adjudicate charges of violations of the Medical
4 Practice Act (NRS 630), and to impose sanctions as provided by the Act.

5 2. **Representation by Counsel.** Respondent is not represented but acknowledges
6 and agrees that he enters into this Agreement knowingly, willingly, and intelligently after the
7 opportunity for full consultation with counsel.

8 3. **Waiver of Rights.** Respondent covenants and agrees that he waives all rights
9 arising under or pursuant to the United States Constitution, the Constitution of the state of Nevada,
10 NRS Chapter 630 and NRS Chapter 233B that may be available to him or that may apply to him in
11 connection with the proceeding on the complaint filed herein, the defense of said complaint and the
12 adjudication of the charges in said complaint, and Respondent further agrees that the matter of the
13 disciplinary action commenced by complaint herein may be settled and resolved in accordance with
14 this Agreement without a hearing or any further proceeding, and without the right to judicial review.
15 In the event this Agreement is not approved by the Board, this Agreement shall have no force and
16 effect and Respondent shall have all rights arising under or pursuant to the United States
17 Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and NRS Chapter 233B that
18 may be available to him or that may apply to him in connection with the proceeding on the
19 Complaint.

20 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and
21 agrees that the Board's IC has a reasonable basis to believe that Respondent violated one or more
22 provisions of the Medical Practice Act.

23 5. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
24 proceedings pending against him without any further cost and expense of providing a defense to the
25 Complaint, Respondent hereby agrees that an order may be entered herein by the Board against him
26 finding him guilty of a violation of NRS 630.301(3),

27 For the aforementioned violation, Respondent shall:

28 (1) Receive a public reprimand;

1 (2) Allow his license to be revoked, with that revocation stayed, and that Respondent shall
2 be placed on probation until April 22, 2014, with an obligation to comply with the following terms
3 and conditions:

4 (a) That Respondent remains compliant with all probationary terms put forth by the Medical
5 Board of California, Case Number 02-2007-188040, and which was adopted by the Medical Board
6 of California on April 22, 2011.

7 (b) That Respondent keep the Board apprised of his current mailing and practice addresses
8 as required by Nevada statutes and regulations.

9 (c) That Respondent pay the costs and expenses incurred in the investigation and prosecution
10 of this case, the current amount being \$780.91, plus any additional costs that may be accrued
11 subsequent to dispose of this matter. The aforementioned costs are to be paid to the Board within
12 sixty (60) days of the acceptance, adoption and approval of this Agreement by the Board.

13 6. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
14 recommend approval and adoption of the terms, covenants and conditions contained herein by
15 the Board in resolution of the disciplinary proceedings pending herein against Respondent
16 pursuant to the formal complaint. In the course of seeking Board approval, adoption and/or
17 acceptance of this Agreement, counsel for the IC may communicate directly with the Board staff
18 and members of the panel of the Board who would adjudicate this case if it were to go to hearing.
19 Respondent covenants and agrees that such contacts and communication may be made or
20 conducted ex parte, until the public Board meeting where this Agreement is discussed, without
21 notice or opportunity to be heard on his part or on the part of his counsel, and that such contacts
22 and communications may include, but not be limited to, matters concerning this Agreement, the
23 Complaint, the allegations in the Complaint, any and all evidence that may exist in support of the
24 Complaint, and any and all information of every nature whatsoever related to the Complaint
25 against Respondent.

26 7. **Board Approval Required.** This Agreement will be placed on the next available
27 Agenda of a regularly scheduled and duly noticed quarterly Board meeting. It is expressly

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1 understood that this Agreement will only become effective if the Board approves the
2 recommendation of the IC for acceptance.

3 8. **Effect of Acceptance of Agreement by Board.** In the event the Board approves,
4 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
5 IC will cause to be entered herein the Board's Order accepting, adopting and approving this
6 Settlement, Waiver and Consent Agreement, ordering full compliance with the terms herein and
7 ordering that this case be closed, subject to the provisions in Section 5.

8 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not
9 approve, accept and adopt the terms, covenants and conditions set out in this Agreement, this
10 Agreement shall be null, void, and of no further force and effect except as to the following
11 covenant and agreement regarding disqualification of adjudicating Board panel members.
12 Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing
13 contained herein and nothing that occurs pursuant to efforts of the IC or its counsel to seek
14 acceptance and adoption of this Agreement by the Board shall disqualify any member of the
15 adjudicating panel of the Board from considering the charges against Respondent and
16 participating in the disciplinary proceedings in any role, including adjudication of the case, and
17 Respondent further agrees that he shall not seek to disqualify any such member absent evidence
18 of bad faith.

19 10. **Release From Liability.** In execution of this Agreement, the Respondent, for
20 himself, his executors, successors and assigns, hereby releases and forever discharges the state of
21 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and
22 employees in their representative capacities, and in their individual capacities absent evidence of
23 bad faith, from any and all manner of actions, causes of action, suits, debts, judgments,
24 executions, claims and demands whatsoever, known and unknown, in law or equity, that
25 Respondent ever had, now has, may have or claim to have, against any or all of the persons or
26 entities named in this paragraph arising out of or by reason of this investigation, this disciplinary
27 action, this settlement or its administration, in connection with the complaint. The IC hereby

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1 agrees to accept this Agreement in full settlement of all claims related to the complaint, with the
2 understanding that the final decision rests with the Board.

3 11. **Binding Effect.** Respondent covenants and agrees that this Agreement is a
4 binding and enforceable contract upon Respondent and the Board's IC, which contract may be
5 enforced in a court or tribunal having jurisdiction.

6 12. **Forum Selection Clause.** Respondent covenants and agrees that in the event
7 either party is required to seek enforcement of this Agreement in the district court, he consents to
8 such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second
9 Judicial District Court of the State of Nevada in and for the County of Washoe.

10 13. **Attorneys Fees and Costs.** Respondent covenants and agrees that in the event an
11 action is commenced in the district court to enforce any provision of this Agreement, the
12 prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

13 14. **Failure to comply with terms.** In the event the Board enters its Order approving
14 this Agreement, should Respondent fail to comply with the terms recited herein, the Board would
15 then have grounds, after notice and a hearing, to take disciplinary action against Respondent in
16 addition to that included herein for the subject's violation of an Order of the Board in accordance
17 with NRS 630.3065(2)(a).

18 Dated this 10th day of August, 2011.

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21 Edward O. Cousineau
22 Attorney for the Investigative Committee of the
23 Nevada State Board of Medical Examiners

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1 I, Daniel A. Williams, M.D., hereby agree to the foregoing Settlement, Waiver and Consent
2 Agreement as to the complaint in Nevada State Board of Medical Examiners Case No. 11-30754-1.

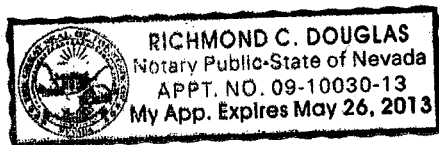
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4 Dated this 9th day of August, 2011.

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6 Daniel A. Williams M.D.
7 Daniel A. Williams, M.D., Respondent

8 STATE OF NEVADA)
9 COUNTY OF MINERAL)

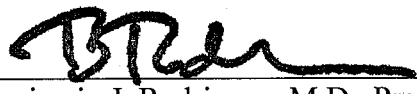
10 Subscribed and sworn to before me
11 this 9th day of August 2011.

12 [Signature]
13 Notary Public



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IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 9th day of September 2011, with the final total amount of costs due of \$780.91.



Benjamin J. Rodriguez, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS