

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

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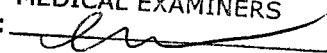
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6 **In the Matter of Charges and** )  
7 **Complaint Against** )  
8 **KIM ALAN ADAMSON, M.D.,** )  
9 **Respondent.** )

Case No. 11-7036-1

**FILED**

NOV 30 2012

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

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12 **SETTLEMENT AGREEMENT**

13 **THIS AGREEMENT** is entered into by and between the Investigative Committee (IC) of the  
14 Nevada State Board of Medical Examiners (Board), composed of Theodore B. Berndt, M.D.,  
15 Valerie J. Clark, BSN, RHU, LUTCF, and Michael J. Fischer, M.D., by and through  
16 Edward O. Cousineau, Esq., Deputy Executive Director for the Board and counsel for the IC, and  
17 Kim Alan Adamson, M.D. (Respondent), by and through his counsel, Maria Nutile, Esq., as follows:

18 **WHEREAS**, on November 3, 2011, the Board's IC filed a formal Complaint in the above-  
19 referenced matter charging Respondent with engaging in conduct that is grounds for discipline pursuant to  
20 the Medical Practice Act, Nevada Revised Statutes (NRS) Chapter 630, to wit: a two-count violation of  
21 NRS 630.304(1), a one-count violation of NRS 630.306(5), and a one-count violation of NRS  
22 630.306(2)(a); and

23 **WHEREAS**, Respondent has received and reviewed a copy of the Complaint, understands it, and  
24 has been afforded the opportunity to consult with counsel concerning the nature and significance of the  
25 Complaint, and Respondent fully understands his rights and defenses regarding the Complaint, as well as  
26 the possible sanctions that may be imposed if the Board finds and concludes that he has engaged in  
27 conduct that is grounds for discipline pursuant to the Medical Practice Act (NRS Chapter 630); and

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1           **WHEREAS**, Respondent understands and agrees that he has certain rights under the United States  
2 Constitution and the constitution of the state of Nevada, as well as under the Medical Practice Act  
3 and the Nevada Administrative Procedures Act (NRS Chapter 233B), including but not limited to the right  
4 to a formal hearing on the charges against him, the right to representation by counsel in the preparation and  
5 presentation of his defense, the right to confrontation and cross-examination of witnesses against him, the  
6 right to written findings, conclusions of law, and order regarding a final decision by the Board, and the  
7 right to judicial review of any final decision by the Board that is adverse to him; and

8           **WHEREAS**, Respondent, based upon his understanding of the relevant facts and circumstances,  
9 and subject to the conditions set forth in this Agreement, desires to waive all of his rights under the United  
10 States Constitution, the constitution of the state of Nevada, the Medical Practice Act and the Nevada  
11 Administrative Procedures Act, including but not limited to the right to a hearing on the charges and a  
12 written findings of fact, conclusions of law and order, and he desires to settle and resolve this matter of the  
13 formal Complaint against him by way of and in accordance with this Settlement Agreement; and

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

19           **WHEREAS**, Respondent understands and agrees that if the Board approves the terms, covenants  
20 and conditions of this Agreement, then the terms, covenants and conditions enumerated below shall be  
21 binding and enforceable upon him; and

22           **WHEREAS**, Respondent understands and agrees that if the Board does not approve the terms,  
23 covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated below  
24 shall not be binding and enforceable upon him except the provisions as to disqualification of adjudicating  
25 panel members in paragraph No. 8, and he will be provided with an opportunity to defend himself against  
26 the charges against him at a regularly scheduled hearing in accordance with all applicable laws.

27           **NOW, THEREFORE**, in order to resolve the pending Complaint and charges brought against

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1 him by the Board's IC in the above-captioned matter, Respondent and the IC hereby agree to the following  
2 terms, covenants and conditions:

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

7 2. **Representation by Counsel.** Respondent is represented by counsel named herein, whom  
8 Respondent covenants and agrees is fully capable, competent and fully advised in these circumstances and  
9 Respondent further covenants and agrees that he enters into this Agreement knowingly, willingly and  
10 intelligently, after full consultation with and upon the advice of counsel.

11 3. **Waiver of Rights.** In connection with this Agreement, and the terms, covenants and  
12 conditions contained herein, Respondent knowingly, voluntarily and intelligently waives all rights arising  
13 under or pursuant to the United States Constitution, the constitution of the state of Nevada,  
14 NRS Chapter 630 and NRS Chapter 233B that may be available to him or that may apply to him in  
15 connection with the proceedings on the Complaint filed herein, the defense of said Complaint, the  
16 adjudication of the charges in said Complaint, and the imposition of sanctions, and Respondent further  
17 agrees that the matter of the disciplinary action commenced by the Complaint herein may be settled and  
18 resolved in accordance with this Agreement without a hearing or any further proceeding, and without the  
19 right to judicial review.

20 4. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary  
21 proceedings pending against him without any further costs and expense of providing a defense to the  
22 Complaint, Respondent hereby agrees, and does not contest, that an order may be entered herein by the  
23 Board finding that there is evidence Respondent has engaged in conduct that is grounds for discipline  
24 pursuant to the Medical Practice Act, to wit: that in both his 2009 and 2011 applications for renewal of  
25 licensure, Respondent provided false and inaccurate statements therein, each of which are in violation of  
26 NRS 630.304(1). For these violations, Respondent shall be publicly reprimanded, be fined in the  
27 amount of \$2,000.00, and reimburse the Board the reasonable costs and expenses incurred in the  
28 investigation and prosecution of this case in the current amount of \$1,355.48, plus any additional costs

1 that may be accrued subsequent in the disposition of this matter. The aforementioned fine and costs are  
2 to be paid to the Board within one-hundred-eighty (180) days of the acceptance, adoption and approval  
3 of this Agreement by the Board. A final accounting of any additional costs will be provided to  
4 Respondent in the entry of the Board's order relating to the matter.

5       5.       **Release From Liability.** In execution of this Settlement Agreement, the Respondent,  
6 for himself, his executors, successors and assigns, hereby releases and forever discharges the state of  
7 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and employees in  
8 their individual and representative capacities, from any and all manner of actions, causes of action,  
9 suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or  
10 equity, that Respondent ever had, now has, may have or claim to have, against any or all of the persons  
11 or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary  
12 action, this settlement or its administration.

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 the  
15 Board in resolution of the disciplinary proceedings pending herein against Respondent pursuant to the  
16 formal Complaint. In the course of seeking Board approval, adoption and/or acceptance of this  
17 Agreement, counsel for the IC may communicate directly with the Board staff and members of the panel  
18 of the Board that would adjudicate this case if it were to go to hearing. Respondent covenants and  
19 agrees that such contacts and communication may be made or conducted ex parte, without notice or  
20 opportunity to be heard on his part, and that such contacts and communications may include, but not be  
21 limited to, matters concerning this Agreement, the Complaint, the allegations in the Complaint, any and  
22 all evidence that may exist in support of the Complaint, and any and all information of every nature  
23 whatsoever related to the Complaint or the proceedings herein against Respondent.

24       7.       **Effect of Acceptance of Agreement by Board.** In the event the Board approves,  
25 accepts and adopts the terms, covenants and conditions set out in this Agreement, the Board will enter  
26 an order consistent with the terms noted previously in paragraph No. 4, and dismissing the underlying  
27 Complaint.

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

11           9.       **Binding Effect.** Respondent covenants and agrees that this Agreement is a binding and  
12 enforceable contract upon Respondent and the Board's IC, which contract may be enforced in a court or  
13 tribunal having jurisdiction. Further, failure to comply with the terms recited herein may result in  
14 additional disciplinary action being initiated against Respondent for violation of an order of the Board  
15 in accordance with NRS 630.3065(2)(a). Additionally, failure to pay any fine or cost ordered herein may  
16 also result in such legal action as determined to be necessary to collect the unpaid fine, fee or cost.

17           10.      **Forum Selection Clause.** Respondent covenants and agrees that in the event either  
18 party is required to seek enforcement of this Agreement in the district court, he consents to such  
19 jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second Judicial District  
20 Court of the state of Nevada in and for the county of Washoe.

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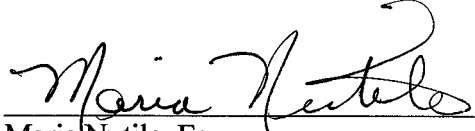
1           11.    Attorneys' Fees and Costs. Respondent covenants and agrees that in the event an  
2 action is commenced in the district court to enforce any provision of this Agreement, the prevailing  
3 party shall be entitled to recover reasonable costs and attorneys' fees.

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5 Dated this 31<sup>st</sup> day of October, 2012.

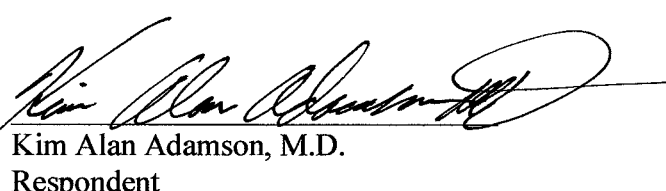
Dated this 23 day of October, 2012.

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8 Edward O. Cousineau, Esq.  
9 Attorney for the Investigative Committee  
of the Nevada State Board of Medical Examiners



10 Maria Nutile, Esq.  
11 Attorney for Kim Alan Adamson, M.D.

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13 Kim Alan Adamson, M.D.  
14 Respondent

1 **IT IS HEREBY ORDERED** that the foregoing Settlement, Waiver and Consent Agreement is  
2 approved and accepted by the Nevada State Board of Medical Examiners on the 30th day of  
3 November 2012, with the final total amount of costs due of \$1,355.48.

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