

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

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6 **In the Matter of Charges and**) **Case No. 13-26118-1**
7)
8 **Complaint Against**)
9 **THOMAS EDWIN GARRISON, M.D.,**)
10 **Respondent.**)
11 _____)

FILED

MAR - 7 2014

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**

By: 

12
13 **SETTLEMENT AGREEMENT**

14 **THIS AGREEMENT** is hereby entered into by and between the
15 Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board),
16 composed of Theodore B. Berndt, M.D., Chairman, Valerie J. Clark, BSN, RHU, LUTCF,
17 Member, and Michael J. Fischer, M.D., Member, in the above-captioned matter, by and through
18 Bradley O. Van Ry, Esq., Board General Counsel and counsel for the IC, and
19 Thomas Edwin Garrison, M.D. (Respondent), by and through his counsel, Connie L. Akridge,
20 Esq. and Kelly McIntosh, Esq, as follows:

21 **WHEREAS**, on October 9, 2013, the Board's IC filed a Complaint in the above-
22 referenced matter charging Respondent with engaging in conduct that is grounds for discipline
23 pursuant to the Nevada Medical Practice Act (MPA), i.e., Nevada Revised Statutes (NRS) Chapter
24 630 and Nevada Administrative Code (NAC) Chapter 630, to wit: Count I, multiple counts, any
25 disciplinary action, including, without limitation, the revocation, suspension, modification or
26 limitation of a license to practice any type of medicine, taken by another state, a violation of NRS
27 630.301(3);

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1 **WHEREAS**, Respondent has received a copy of the Complaint, reviewed it, understands
2 it, and has had ample opportunity to consult with above-identified counsel concerning the nature
3 and significance of the Complaint, and Respondent is fully aware concerning his rights and
4 defenses to the Complaint, as well as the possible sanctions that may be imposed if the Board
5 finds and concludes that he has violated one or more provisions of the MPA;

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

11 **WHEREAS**, Respondent understands and agrees that if the Board approves the terms,
12 covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated
13 below shall be binding and enforceable upon him.

14 **NOW THEREFORE**, in order to resolve this matter and all charges alleged by the
15 Board's IC in the above-captioned matter, Respondent and the IC hereby agree to the following
16 terms, covenants and conditions:

17 **1. Jurisdiction.** Respondent is, and at all times mentioned in the Complaint filed in
18 the above-captioned matter was, a physician licensed to practice medicine in the state of Nevada
19 subject to the jurisdiction of the Board to hear and adjudicate charges of violations of the MPA
20 and to impose sanctions as provided by the MPA.

21 **2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
22 Respondent is represented by legal counsel in this matter and has had ample opportunity to
23 review this Agreement, the Complaint filed in this matter and the related factual basis with said
24 legal counsel, Connie L. Akridge, Esq. and Kelly McIntosh, Esq. Respondent covenants and
25 agrees that he knowingly, willingly and intelligently enters into this Agreement.

26 **3. Waiver of Rights.** In connection with this Agreement, and the terms, covenants
27 and conditions contained herein, and the understanding that Respondent knowingly, willingly, and
28 intelligently waives all rights arising under or pursuant to the United States Constitution, the

1 Constitution of the state of Nevada, NRS Chapter 630, NRS Chapter 233B, and any other
2 statutory rights that may be available to him or that may apply to him in connection with the
3 proceedings on the Complaint filed herein, the defense of said Complaint and the adjudication of
4 the charges in said Complaint. Respondent further agrees that the matter of the Complaint herein
5 may be settled and resolved in accordance with this Agreement without a hearing or any further
6 proceedings, and without the right to judicial review. In the event this Agreement is not approved
7 by the Board, this Agreement shall have no force and effect and shall be *void ab initio*, and
8 Respondent shall have all rights arising under or pursuant to the United States Constitution, the
9 Constitution of the state of Nevada, NRS Chapter 630, NRS Chapter 233B, and any other
10 statutory rights that may be available to him or that may apply to him in connection with the
11 proceeding on the Complaint filed herein.

12 **4. Consent to Entry of Order.** Respondent concedes only that the Board has
13 sufficient evidence to proceed with its formal Complaint against him, but does not concede or
14 admit to the allegations in the Complaint or to the allegations underlying any disciplinary action
15 taken by another state, which he expressly denies, and which, but for his desire to reach this
16 compromise, he would contest at the formal hearing of this matter. Accordingly, in order to
17 resolve the matter without incurring further costs and expense of providing a defense to the formal
18 Complaint, and in exchange for the waiver of the Respondent's foregoing rights, Respondent and
19 the IC have entered into this Agreement¹, and agree that:

20 a. The Board may issue an Order finding that Respondent engaged in conduct
21 that is grounds for discipline pursuant to the MPA, to wit: one count of any disciplinary action,
22 including, without limitation, the revocation, suspension, modification or limitation of a license to
23 practice any type of medicine, taken by another state, a violation of NRS 630.301(3), as set forth
24 in Count I of the Complaint;

25 b. Respondent shall be issued a public reprimand;

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27 ¹ All admissions made by Respondent are solely for final disposition of this matter and any subsequent related
28 administrative proceedings or civil litigation involving the Board and Respondent. Therefore, said admissions by
Respondent 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 court proceeding, or any other state or federal court
proceeding, or any credentialing or privileges matter.

1 c. Respondent shall not supervise any cosmetic procedures in Nevada for a
2 period of three (3) years;

3 d. Respondent shall pay a fine of \$2,500.00 within thirty (30) days of the
4 Board's acceptance and approval of this Agreement;

5 e. Respondent shall complete twelve (12) hours of Continuing Medical
6 Education (CME) in emergency medicine and/or dermatology, pre-approved by the Board, in
7 addition to the normal amount of CMEs required for licensure, within nine (9) months of the
8 Board's acceptance and approval of this Agreement;

9 f. Pursuant to NRS 622.400, Respondent shall reimburse to the Board the sum
10 of \$823.33, the current amount of the costs incurred by the Board to investigate and prosecute this
11 matter, along with the costs to conclude the matter, if any. The costs shall be paid to the
12 Board within thirty (30) days of the Board's acceptance and approval of this Agreement;

13 g. The Board shall dismiss with prejudice all other counts under Count I; and,

14 h. The terms of this Agreement shall be reported as required by law.

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

23 **6. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
24 recommend approval and adoption of the terms, covenants and conditions contained herein by the
25 Board in resolution of the Complaint pending herein against Respondent. In the course of seeking
26 Board approval, adoption and/or acceptance of this Agreement, counsel for the IC may
27 communicate directly with the Board staff and members of the panel of the Board who would
28 adjudicate this case if it were to go to hearing.

1 Respondent acknowledges that such contacts and communication may be made or
2 conducted ex parte, without notice or opportunity to be heard on his part or on the part of his
3 counsel until the public Board meeting where this Agreement is discussed, and that such contacts
4 and communications may include, but not be limited to, matters concerning this Agreement, the
5 Complaint, and any and all information of every nature whatsoever related to the Complaint or the
6 proceedings herein against Respondent. The IC and its counsel agree that Respondent and/or his
7 counsel may appear at the Board meeting where this Agreement is discussed, and if requested,
8 respond to any questions that may be addressed to the IC or its counsel.

9 **7. Effect of Acceptance of Agreement by Board.** In the event the Board approves,
10 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
11 IC will cause to be entered herein the Board's Order accepting, adopting and approving this
12 Settlement Agreement, ordering full compliance with the terms herein and ordering that this case
13 be closed.

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

25 **9. Binding Effect.** Providing this Agreement is approved by the Board, Respondent
26 covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent
27 and the Board's IC, which contract may be enforced in a court or tribunal having jurisdiction.

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1 Further, this Agreement shall inure to the benefit of, and be binding upon, each of the parties
2 hereto and their respective heirs, personal representatives, assigns and successors in interest.

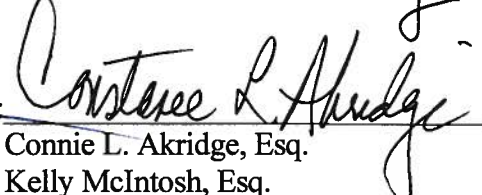
3 **10. Forum Selection Clause.** Respondent covenants and agrees that in the event
4 either party is required to seek enforcement of this Agreement in the district court, he consents to
5 such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the
6 Second Judicial District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

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

10 **12. Failure to Comply with Terms.** In the event the Board enters its order approving
11 this Agreement, should Respondent fail to comply with any term or condition recited herein, the
12 Board shall be authorized to immediately suspend Respondent's license to practice medicine in
13 the state of Nevada pending an order to show cause hearing, which will be duly noticed.
14 Further, failure to comply with the terms recited herein may result in additional disciplinary action
15 being initiated against Respondent for a violation of an order of the Board in accordance with
16 NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the Board for monies
17 agreed to be paid as a condition of settlement may subject Respondent to civil collection efforts.

18 Dated this 11th day of February, 2014. Dated this 10th day of February, 2014.

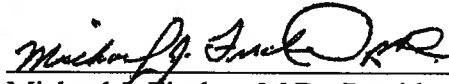
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20 By: 
21 Bradley O. Van Ry, Esq.
22 Attorney for the Investigative Committee

By: 
Connie L. Akridge, Esq.
Kelly McIntosh, Esq.
Attorneys for Respondent

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24 UNDERSTOOD AND AGREED:

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26 
27 Thomas Edwin Garrison, M.D., Respondent
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1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the
2 Nevada State Board of Medical Examiners on the 7th day of March 2014, with the final total amount of
3 costs due of \$823.33.

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6 Michael J. Fischer, M.D., President

7 NEVADA STATE BOARD OF MEDICAL EXAMINERS
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