

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

\* \* \* \* \*

**In the Matter of Charges and  
Complaint Against  
Daniel Thomas Nason, M.D.,  
Respondent.**

**Case No. 17-12279-1**

**FILED**

**SEP 11 2017**

**NEVADA STATE BOARD OF  
MEDICAL EXAMINERS**

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

**SETTLEMENT AGREEMENT**

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Robert Kilroy, Esq., Board General Counsel and attorney for the IC, and Daniel Thomas Nason, M.D. (Respondent), a licensed physician in Nevada, represented by legal counsel, Thomas Vallas, Esq., of Hoy, Chrissinger, Kimmel, and Vallas, hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

**A. Background**

1. Respondent is a physician licensed 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 medicine in Nevada (License No. 8637).

2. On July 21, 2017, the IC filed a formal Complaint (Complaint) alleging that Respondent violated the Medical Practice Act. Specifically, this Complaint alleges: one (1) violation of NRS 630.306(1)(b)(2)/NAC 630.230(1)(c); one (1) violation of NRS 630.306(1)(c);

///

<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 one (1) violation of NRS 630.306(1)(b)(3)/NRS 453.381(1); one (1) violation of NRS  
2 630.306(1)(p)/NAC 630.230(1)(c); one (1) violation of NRS 630.306(1)(a); and one (1) violation  
3 NRS 630.301(6).

4 3. By reason of the foregoing, Respondent is subject to discipline by the Board as  
5 provided in NRS 630.352.

6 4. Respondent was properly served with a copy of this Complaint, has reviewed and  
7 understands this Complaint, and has had the opportunity to consult with competent counsel  
8 concerning the nature and significance of this Complaint.

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

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

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

1 Respondent further understands and agrees that if the Board approves this Agreement, then the  
2 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

3 **B. Terms & Conditions**

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

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

10 2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.  
11 Respondent understands that he may retain and consult counsel prior to entering into this  
12 Agreement at his own expense. Respondent acknowledges he is represented by counsel,  
13 and wishes to resolve the matters addressed herein through counsel. Respondent agrees that if  
14 representation by counsel in this matter materially changes prior to entering into this Agreement  
15 and for the duration of this Agreement, that counsel for the IC will be timely notified of the  
16 material change. Respondent agrees that he knowingly, willingly and intelligently enters into this  
17 Agreement after consultation with and upon the advice of legal counsel of his own choosing.

18 3. Waiver of Rights. In connection with this Agreement, and the associated terms  
19 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection  
20 with this administrative matter upon the Board's approval of this Agreement and entry of a final  
21 order making this Agreement an order of the Board. This waiver includes the waiver of all rights  
22 arising under the United States Constitution, the Nevada Constitution, the Medical Practice Act,  
23 the APA and any other legal rights that may be available to him or that may apply to him in  
24 connection with the administrative proceedings resulting from the Complaint filed in this matter,  
25 including defense of the Complaint, adjudication of the allegations set forth in the Complaint and  
26 imposition of any disciplinary actions or sanctions ordered by the Board as defined in this  
27 Agreement. Respondent knowingly, willingly and intelligently agrees and understands that, upon  
28 the Board's approval of this Agreement and entry of a final order making this Agreement an order

1 of the Board, all allegations in the Complaint will be settled and resolved as set out by this  
2 Agreement, and Respondent will not be entitled to a hearing or any further proceedings, including  
3 any right to judicial review.

4 4. Acknowledgement of Reasonable Basis to Proceed. Respondent acknowledges  
5 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is  
6 grounds for discipline pursuant to the Medical Practice Act.

7 5. Consent to Entry of Order. In order to resolve the Complaint pending against  
8 Respondent without incurring any further costs or the expense associated with a hearing, or the risk  
9 of an adverse decision against Respondent following a hearing, Respondent hereby agrees that the  
10 Board may issue an order finding that Respondent engaged in conduct that is grounds for  
11 discipline pursuant to the Medical Practice Act subject to the following terms and conditions:

12 A. Respondent admits to one (1) violation of the following:

13 1. Count 1 [NRS 630.306(1)(b)(2)/NAC 630.230(1)(c)], based on and limited  
14 to the temporary mental stress precipitated by significant issues in his personal life on  
15 January 30, 2017;

16 2. Count 2 [NRS 630.306(1)(c)];

17 3. Count 3 [NRS 630.306(1)(b)(3)/NRS 453.381(1)];

18 4. Count 5 [NRS 630.306(1)(a)], based on and limited to the temporary mental  
19 stress precipitated by significant issues in his personal life on January 30, 2017; and

20 5. Count 6 [NRS 630.301(6)], to the extent that his temporary mental stress  
21 referenced above caused other physicians, staff and patients of his practice group to be  
22 disrupted on January 30, 2017.

23 B. The IC will dismiss Count 4 [NRS 630.306(1)(p)/NAC 630.230(1)(c)] with  
24 prejudice.

25 C. Respondent will pay the costs and expenses incurred in the investigation and  
26 prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,  
27 adoption and approval of this Agreement, the current amount being \$2,270.64, not including any  
28 costs that may be necessary to finalize this Agreement.

1 D. Respondent shall take six (6) hours of continuing medical education (CME) related  
2 to substance abuse (3 hours) and stress management (3 hours) within six (6) months from the date  
3 of the Board's acceptance, adoption and approval of this Agreement. The aforementioned hours  
4 of CME shall be in addition to any CME requirements that are regularly imposed upon  
5 Respondent as a condition of licensure in the State of Nevada and shall be approved by the Board  
6 prior to their completion.

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

9 F. Respondent shall receive a Public Letter of Reprimand.

10 G. Respondent shall continue his full compliance with both his Lifepath Recovery  
11 LLC Professional Monitoring Program agreement (Program) and the Stipulation to Comply with  
12 the Lifepath Program and Order, as executed on March 17, 2017, until further ordered by the  
13 Board or IC or by mutual agreement between Respondent and the Board/IC.

14 6. Release From Liability. Respondent acknowledges and understands that  
15 NRS 630.364(2)(a) provides immunity from civil liability to the State of Nevada, the Board, and  
16 each of its members, staff, counsel, investigators, experts, peer reviewers, committees, panels,  
17 hearing officers, consultants and agents for any decision or action taken in good faith in response  
18 to information acquired by the Board. NRS 630.364(2)(a). Further, upon the Board's approval of  
19 this Agreement and entry of a final order making this Agreement an order of the Board,  
20 Respondent agrees to release the State of Nevada, the Board, and each of its members, staff,  
21 counsel, investigators, experts, peer reviewers, committees, panels, hearing officers, consultants  
22 and agents from any and all manner of actions, causes of action, suits, debts, judgments,  
23 executions, claims and demands whatsoever, known and unknown, in law or equity, that  
24 Respondent ever had, now has, may have or claim to have, against any or all of the persons,  
25 government agencies or entities named in this paragraph arising out of, or by reason of, this  
26 investigation, this Agreement or the administration of the case referenced herein. Respondent  
27 excepts from this waiver any action required to be taken to enforce this Agreement after approval.

28 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall

1 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
2 resolution of the Complaint. In the course of seeking Board acceptance, approval and adoption  
3 of this Agreement, counsel for the IC may communicate directly with the Board staff and the  
4 adjudicating members of the Board.

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

12 8. Effect of Acceptance of Agreement by Board. In the event the Board accepts,  
13 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
14 an order of the Board.

15 9. Effect of Rejection of Agreement by Board. In the event the Board does not  
16 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and  
17 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
18 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement  
19 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
20 Agreement shall disqualify any member of the adjudicating panel of the Board from considering  
21 this Complaint and from participating in disciplinary proceedings against Respondent, including  
22 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify  
23 any such member absent evidence of bad faith.

24 10. Binding Effect. If approved by the Board, Respondent understands that this  
25 Agreement is a binding and enforceable contract upon Respondent and the Board.

26 11. Forum Selection Clause. The parties agree that in the event either party is required  
27 to seek enforcement of this Agreement in district court, the parties consent to such jurisdiction  
28 and agree that exclusive jurisdiction shall be in the Second Judicial District Court, State of

1 Nevada, Washoe County.

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

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

14 Dated this 21 day of SEPTEMBER, 2017.

15  
16 By: [Signature]  
17 Robert Kilroy, Esq.  
18 Attorney for the Investigative Committee

19 Dated this 1st day of September, 2017.

20 By: [Signature]  
21 Thomas Vallas, Esq.  
22 Attorney for the Respondent

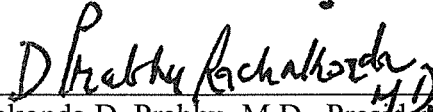
23 **UNDERSTOOD AND AGREED:**

24 [Signature]  
25 Daniel Thomas Nason, M.D., Respondent

26 Dated this 1 day of September, 2017.

27  
28

1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted  
2 by the Nevada State Board of Medical Examiners on the 8<sup>th</sup> day of September 2017, with the final  
3 total amount of costs due of \$2,270.64.

4 

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

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28