

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

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4
5 **In the Matter of Charges and**
6 **Complaint Against**
7 **ALLISON KAY DAVIS, M.D.,**
8 **Respondent.**

Case No. 19-27984-1

FILED

SEP - 6 2019

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

9
10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Donald K. White, Esq., Deputy General Counsel for the Board and
13 attorney for the IC, and Allison Kay Davis, M.D. (Respondent), a licensed physician in Nevada,
14 by and through her counsel, Kathleen Janssen, Esq., of the law firm of Cook & Kelesis, Ltd.,
15 hereby enter into this Settlement Agreement (Agreement) based on the following:¹

16 **A. Background**

17 1. Respondent is a medical doctor who was licensed in active status by the Board, at all
18 times relevant to this Settlement Agreement, pursuant to Chapter 630 of the Nevada Revised Statutes
19 (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice
20 Act), to practice medicine in Nevada since July 1, 2013 (License No. 14855).

21 2. On April 2, 2019, in Case No. 19-27984-1, the IC filed a formal Complaint
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, this
23 Complaint alleges one (1) violation of NRS 630.301(4), malpractice (Count I), and one (1) violation
24 of NRS 630.3062(1)(a), failure to maintain timely, legible, accurate and complete medical records

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26 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter
27 and any subsequent related administrative proceedings or civil litigation involving the Board and
28 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 relating to the diagnosis, treatment and care of a patient (Count II).

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

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

7 5. Respondent is hereby advised of her rights regarding this administrative matter, and of
8 her opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
9 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
10 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in
11 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA) applicable to certain
12 regulatory bodies, which is contained in NRS Chapters 233B and 622A. These rights include the right
13 to a formal hearing on the allegations in the Complaint, the right to representation by counsel, at her
14 own expense, in the preparation and presentation of her defense, the right to confront and cross-
15 examine the witnesses and evidence against her, the right to written findings of fact, conclusions of
16 law and order reflecting the final decision of the Board, and the right to judicial review of the Board's
17 order, if the decision is adverse to her.

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

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

1 terms and conditions enumerated below shall be binding and enforceable upon her and the Board.

2 **B. Terms & Conditions**

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

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

9 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
10 Respondent acknowledges she is represented by counsel, and wishes to resolve the matters
11 addressed herein with counsel. Respondent agrees that if representation by counsel in this matter
12 materially changes prior to entering into this Agreement and for the duration of this Agreement,
13 that counsel for the IC will be timely notified of the material change. Respondent agrees that she
14 knowingly, willingly and intelligently enters into this Agreement after full consultation with and
15 the assistance of legal counsel.

16 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms
17 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
18 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
19 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
20 Practice Act, the OML, the APA, and any other legal rights that may be available to her or that
21 may apply to her in connection with the administrative proceedings resulting from the Complaint
22 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
23 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
24 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
25 Agreement, without a hearing or any further proceedings and without the right to judicial review.

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

1 not admitting that the IC's claims/counts as alleged in the Complaint have merit. Respondent is
2 agreeing to resolve this matter to avoid the costs of a hearing and potential subsequent litigation.
3 Respondent asserts if this matter were to proceed to hearing, she has evidence, witnesses, expert
4 witness(es) and defenses to the counts/claims alleged in the Complaint, but for the purposes of
5 resolving the matter and for no other purpose, Respondent waives the presentation of evidence,
6 witnesses, expert witnesses, and defenses in order to effectuate this Agreement.

7 **5. Consent to Entry of Order.** In order to resolve this Complaint pending against
8 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent
9 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,
10 the following terms and conditions are hereby agreed upon:

11 a. Respondent admits to Count II, failure to maintain timely, legible, accurate and
12 complete medical records relating to the diagnosis, treatment and care of a patient (a violation of
13 NRS 630.3062(1)(a)), of the Complaint.

14 b. Respondent will pay the costs and expenses incurred in the investigation and
15 prosecution of this matter within sixty (60) days of the Board's acceptance, adoption and approval
16 of this Agreement, the current amount being \$2,235.61, not including any costs that may be
17 necessary to finalize this Agreement.

18 c. For Count II, Respondent shall pay a fine of One Thousand Dollars (\$1,000.00)
19 within sixty (60) days of the Board's acceptance, adoption and approval of this Agreement.

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

22 e. Respondent shall receive a Public Letter of Reprimand.

23 f. Count I, Malpractice, shall be dismissed with prejudice, and this Agreement shall
24 encompass the resolution of the formal disciplinary case currently before the Board.

25 **6. Release From Liability.** In execution of this Agreement, Respondent understands
26 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
27 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
28 are immune from civil liability for any decision or action taken in good faith in response to

1 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
2 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
3 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
4 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
5 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
6 any or all of the persons, government agencies or entities named in this paragraph arising out of,
7 or by reason of, this investigation, this Agreement, or the administration of the case referenced
8 herein.

9 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
10 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
11 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
12 this Agreement, counsel for the IC may communicate directly with the Board staff and the
13 adjudicating members of the Board.

14 Respondent acknowledges that such contacts and communications may be made or
15 conducted ex parte, without notice or opportunity to be heard on her part until the public Board
16 meeting where this Agreement is discussed, and that such contacts and communications may
17 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
18 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
19 Respondent and/or her Counsel may appear at the Board meeting where this Agreement is
20 discussed and, if requested, respond to any questions that may be addressed to the IC or the IC's
21 counsel.

22 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
23 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
24 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed.

25 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not
26 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
27 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
28 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement

1 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
2 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
3 this Complaint and from participating in disciplinary proceedings against Respondent, including
4 adjudication of this case; and (2) Respondent further agrees that she shall not seek to disqualify
5 any such member absent evidence of bad faith.

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

8 **11. Forum Selection Clause.** The parties agree that in the event either party is
9 required to seek enforcement of this Agreement in district court, the parties consent to such
10 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
11 State of Nevada, Washoe County.

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

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

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2 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid
3 as a condition of this Agreement may subject Respondent to any civil and administrative
4 collection efforts available.

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Dated this 19 day of August, 2019.

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INVESTIGATIVE COMMITTEE OF THE NEVADA
STATE BOARD OF MEDICAL EXMINERS

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By: 

Donald K. White, Esq.,
Deputy General Counsel

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Dated this 8 day of August, 2019.

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COOK & KELESIS, LTD.

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By: 

Kathleen Janssen, Esq.
Attorney for Respondent

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Dated this 8 day of August 2019.

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By: 

Allison Kay Davis, M.D.
Respondent

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2 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid
3 as a condition of this Agreement may subject Respondent to any civil and administrative
4 collection efforts available.


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6 Dated this 22 day of August, 2019.

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8 INVESTIGATIVE COMMITTEE OF THE NEVADA
9 STATE BOARD OF MEDICAL EXMINERS

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10 By: 
11 Donald K. White, Esq.,
12 Deputy General Counsel

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14 Dated this 8 day of August, 2019.

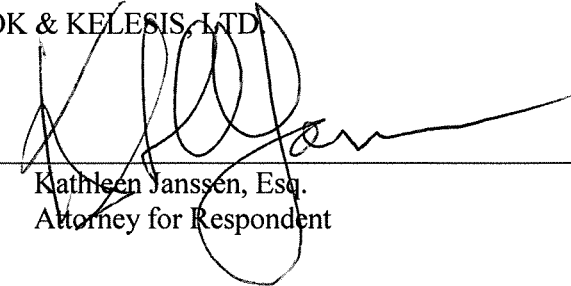
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16 COOK & KELESIS, LTD.

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18 By: 
19 Kathleen Janssen, Esq.
20 Attorney for Respondent

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22 Dated this 8 day of August 2019.

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25 By: _____
26 Allison Kay Davis, M.D.
27 Respondent

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OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
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IT IS HEREBY ORDERED that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of September, 2019, with the final total amount of costs due of \$2,235.61.



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