

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

3 * * * * *

5 Case No. 16-44275-1

6 **In the Matter of Charges and**
7 **Complaint Against**
8 **William Verne Craig, M.D,**
9 **Respondent.**

FILED
DEC - 4 2017
NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: _____

11 **SETTLEMENT AGREEMENT**

12 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
13 (Board), by and through Robert Kilroy, Esq., Board General Counsel and attorney for the IC and
14 William Verne Craig, M.D., (Respondent), a licensed physician in Nevada, represented by legal
15 counsel, Ross Moynihan, Esq., Stovall & Associates, hereby enter into this Settlement Agreement
16 (Agreement) based on the following:¹

17 **A. Background**

18 1. Respondent is a physician licensed by the Board, pursuant to Chapter 630 of the
19 Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC)
20 (collectively, the Medical Practice Act), to practice medicine in Nevada since October 16, 2015
21 (License No. 16165).

22 2. On September 27, 2016, in Case No. 16-44275-1, the IC filed a formal Complaint
23 (Complaint) alleging that Respondent violated the Medical Practice Act. Specifically, this Complaint
24 alleges: one (1) violation of NRS 630.301(3), one (1) violation of NRS 630.304(1) and one (1)

25 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter
26 and any subsequent related administrative proceedings or civil litigation involving the Board and
27 Respondent. Therefore, Respondent's agreements and admissions are not intended or made for
28 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 violations of NRS 630.306(1)(k). Respondent was properly served with a copy of this Complaint,
2 has reviewed and understands this Complaint, and has had the opportunity to consult with
3 competent counsel concerning the nature and significance of this Complaint.

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

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

18 5. Respondent understands and agrees that this Agreement, by and between
19 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
20 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
21 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
22 Board has the right to decide in its own discretion whether or not to approve this Agreement.
23 Respondent further understands and agrees that if the Board approves this Agreement, then the
24 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

25 **B. Terms & Conditions**

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

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

4 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
5 Respondent understands that he may retain and consult counsel prior to entering into this
6 Agreement at his own expense. Respondent acknowledges he is not represented by counsel,
7 and wishes to resolve the matters addressed herein without counsel. Respondent agrees that if
8 representation in this matter materially changes prior to entering into this Agreement and for the
9 duration of this Agreement, that counsel for the IC will be timely notified of the material change.
10 Respondent agrees that he knowingly, willingly and intelligently enters into this Agreement after
11 deciding not to have a full consultation with and upon the advice of legal counsel.

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

22 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges
23 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
24 grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges Respondent is
25 admitting that the IC's claims/counts as alleged in the Complaint have merit and Respondent is
26 agreeing to resolve this matter to avoid the costs of hearing and potential subsequent litigation.
27 Respondent asserts if this matter were to proceed to hearing, he has evidence, witnesses, expert
28 witness(es) and defenses to the counts/claims alleged in the Complaint, but for the purpose of

1 resolving the matter and for no other purpose, Respondent waives the presentation of evidence,
2 witnesses, expert witnesses and defenses in order to effectuate this Agreement.

3 **5. Consent to Entry of Order.** In order to resolve this Complaint pending against
4 Respondent without incurring any further costs or the expense associated with a hearing, Respondent
5 hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that
6 is grounds for discipline pursuant to the Medical Practice Act. Accordingly, the following terms
7 and conditions are hereby agreed upon:

8 a. Respondent admits to one (1) violation of NRS 630.306(1)(k).

9 b. Respondent shall pay the costs and expenses incurred in the investigation
10 and prosecution of the above-referenced matter within thirty (30) days of the Board's
11 acceptance, adoption and approval of this Agreement, the current amount being \$525.00
12 not including any costs that may be necessary to finalize this Agreement.

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

15 d. Respondent shall receive a Public Letter of Reprimand.

16 e. The IC will dismiss Counts I & III with prejudice.

17 **6. Release From Liability.** In execution of this Agreement, Respondent understands
18 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
19 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
20 are immune from civil liability for any decision or action taken in good faith in response to
21 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
22 Nevada, the Board and each of its members, staff, counsel, investigators, experts, peer reviewers,
23 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
24 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
25 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
26 any or all of the persons, government agencies or entities named in this paragraph arising out of,
27 or by reason of, this investigation, this Agreement or the administration of the case referenced
28 herein.

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

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

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

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

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


27 11. Forum Selection Clause. The parties agree that in the event either party is
28 required to seek enforcement of this Agreement in a Nevada state district court, the parties consent


1 to such jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District
2 Court, State of Nevada, Washoe County.

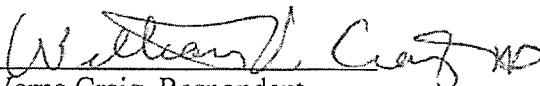
3 **12. Attorneys' Fees and Costs.** The parties agree that in the event an action is
4 commenced in district court to enforce any provision of this Agreement, the prevailing party shall
5 be entitled to recover reasonable attorneys' fees and costs.

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

15
16 Dated this 28 day of November, 2017.

17
18 By: 
19 Robert Kilroy, Esq.
20 Attorney for the Investigative Committee

21 By: 
22 Ross Moynihan, Esq.
23 Attorney for the Respondent

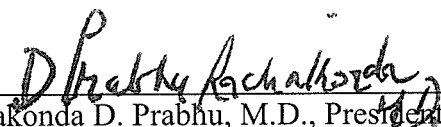
24 UNDERSTOOD AND AGREED:
25 
26 William Verne Craig, Respondent

27 Dated this 28th day of November, 2017.
28

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
1105 Terminal Way #301
Reno, Nevada 89502
(775) 688-2559

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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 1st day of December 2017, with the final total amount of costs due of \$525.00.



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