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

\* \* \* \* \*

**In the Matter of Charges and  
Complaint Against  
ROBERT WATSON, M.D.,  
Respondent.**

**Case No. 18-12823-1**

**FILED**

**JUN 10 2019**

**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., General Counsel for the Board and attorney for the IC, and Robert Watson, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Edward Lemons, Esq., of the law firm of Lemons, Grundy & Eisenberg, hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

**A. Background**

1. Respondent is a medical doctor currently licensed in active status 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. His license was originally issued on July 12, 1999 (License No. 9076).

2. On October 31, 2018, in Case No. 18-12823-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, this Complaint alleges one (1) violation of NRS 630.3062(1) (medical records) and one (1) of violating NAC 630.040 (malpractice).

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<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.

**OFFICE OF THE GENERAL COUNSEL**

Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2559

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

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

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

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

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

28     ///



1 **B. Terms & Conditions**

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

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

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

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

25 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering  
26 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent  
27 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in  
28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

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

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

12         a.         Respondent admits to Count II, one (1) allegation of violating NRS 630.3062(1)(a)  
13 (medical records); IC dismisses Count I, the malpractice claim with prejudice.

14         b.         Respondent will pay the costs and expenses incurred in the investigation and  
15 prosecution of the above-referenced matter based upon the Board's acceptance, adoption and  
16 approval of this Agreement, the current amount being \$5,150.00, not including any costs that may  
17 be necessary to finalize this Agreement. An initial payment of \$500.00 will be due within thirty  
18 (30) calendar days of the Board's approval of this Agreement. Based on Respondent's current  
19 financial circumstances, payment of \$750.00 per month will be due on the first day of the month  
20 beginning on August 1, 2019, and the first day of each month thereafter until satisfied in full.

21         c.         Respondent shall attend The University of California, San Diego School of  
22 Medicine, Medical Record Keeping Course (PACE Program), which is an intense two-day  
23 CPD/CME program designed to help this Respondent to improve his charting behavior and  
24 documentation; this program uses hands-on, interactive, and personalized instruction. The  
25 Respondent shall attend the July 25-26, 2019 PACE Program. The aforementioned hours of CME  
26 shall be in addition to any CME requirements that are regularly imposed upon Respondent as a  
27 condition of licensure in the State of Nevada and shall be approved by the Board prior to their  
28 completion.



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

3 f. Respondent shall receive a Public Letter of Reprimand.

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

16 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
17 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
18 resolution of the Complaint. In the course of seeking Board acceptance, approval and adoption of  
19 this Agreement, counsel for the IC may communicate directly with the Board staff and the  
20 adjudicating members of the Board.

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

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

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

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

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

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

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

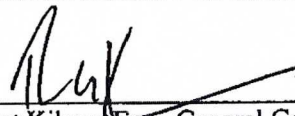


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1 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a  
2 condition of this Agreement may subject Respondent to civil collection efforts.

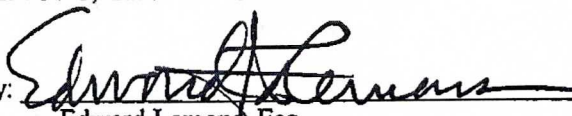
3 Dated this 14 day of May, 2019.

4 INVESTIGATIVE COMMITTEE OF THE  
5 NEVADA STATE BOARD OF MEDICAL EXAMINERS

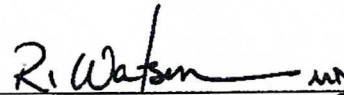
6  
7 By:   
8 Robert Kilroy, Esq., General Counsel  
9 Attorney for the Investigative Committee

10 Dated this 24<sup>th</sup> day of May, 2019.

11 LEMONS, GRUNDY & EISENBERG

12  
13 By:   
14 Edward Lemons, Esq.  
15 Attorney for the Respondent

16 Dated this 23<sup>rd</sup> day of May, 2019.

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19 Robert Watson, M.D., Respondent  
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**IT IS HEREBY ORDERED** that the foregoing Settlement Agreement (18-12823-1) is approved and accepted by the Nevada State Board of Medical Examiners on the 7th day of June, 2019, with the final total amount of costs due of \$5150.00.



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