

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

3 \* \* \* \* \*

4  
5 **In the Matter of Charges and Complaint**

Case No. 21-47802-1

6 **Against:**

**FILED**

7 **KELLY JAMES TURNER, M.D.,**

**MAR 04 2022**

8 **Respondent.**

**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 Sarah A. Bradley, J.D., MBA, Deputy Executive Director and Robert G.  
13 Kilroy, J.D., Senior Deputy General Counsel for the Board and attorney for the IC, and Kelly  
14 James Turner, M.D. (Respondent), a licensed physician in Nevada, hereby enter into this  
15 Settlement Agreement (Agreement) based on the following.<sup>1</sup>

16 **A. BACKGROUND**

17 1. Respondent is a medical doctor currently licensed in inactive status by the Board  
18 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada  
19 Administrative Code (NAC), collectively, the Medical Practice Act (MPA), to practice medicine in  
20 Nevada. His license was originally issued on January 25, 2018 (License No. 17670).

21 2. On October 26, 2021, in Case No. 21-47802-1, the IC filed a formal Complaint  
22 (Complaint) charging Respondent with violating the MPA. Specifically, the Complaint alleges one (1)  
23 violation of NRS 630.301(3), Out of State Discipline (Count I). By reason of the foregoing,  
24 Respondent is subject to discipline by the Board as provided in NRS 630.352.

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27 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter and any  
28 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           3.     Respondent was properly served with a copy of this Complaint, has reviewed and  
2 understands this Complaint, and has had the opportunity to consult with competent counsel concerning  
3 the nature and significance of this Complaint.

4           4.     Respondent is hereby advised of his rights regarding this administrative matter, and of  
5 his 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 MPA, the Nevada Open Meeting Law (OML), which is contained in  
8 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in  
9 NRS Chapter 233B and 622A. These rights include the right to a formal hearing on the allegations in  
10 the complaint, the right to representation by counsel, at his own expense, in the preparation and  
11 presentation of his defense, the right to confront and cross-examine the witnesses and evidence against  
12 him, the right to written findings of fact, conclusions of law and order reflecting the final decision of  
13 the Board, and the right to judicial review of the Board's order, if the decision is averse to him.

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

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

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1 **B. TERMS & CONDITIONS**

2 **NOW, THEREFORE**, to resolve the matters addressed herein, i.e., the matters about the  
3 Complaint, Respondent and the IC hereby agree to the following terms and conditions:

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

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

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

24 4. **Acknowledgement of Reasonable Basis to Proceed**. As of the time of entering  
25 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent  
26 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in  
27 conduct that is grounds for discipline pursuant to the MPA. The IC acknowledges Respondent is  
28 not admitting that the IC's claims/counts as alleged in the Complaint have merit and Respondent

1 is agreeing to resolve this matter to avoid the costs of hearing and potential subsequent litigation.  
2 Respondent asserts if this matter were to proceed to hearing, he has evidence, witnesses, expert  
3 witness(es) and defenses to the counts/claims alleged in the Complaint, but for the purposes of  
4 resolving the matter and for no other purpose, Respondent waives the presentation of evidence,  
5 witnesses, expert witnesses, and defenses to effectuate this Agreement.

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

10               a.     Respondent admits to Count I of the Complaint, violation of NRS 630.301(3),  
11 Out of State Discipline.

12               b.     Respondent will pay the costs and expenses incurred in the investigation  
13 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,  
14 adoption, and approval of this Agreement in the amount of five hundred sixty-eight dollars and  
15 four cents (\$568.04).

16               c.     Respondent shall pay a fine of \$500 within sixty (60) days of the Board's  
17 acceptance, adoption, and approval of this Agreement.

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

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

21               f.     From the date that Respondent's license is changed to "active" status,  
22 Respondent's license shall be subject to a term of probation for a period not to exceed thirty-six  
23 (36) months from the date of the Board's acceptance, adoption, and approval of this Agreement  
24 (Probationary Period).

25               g.     During the Probationary Period, Respondent shall successfully complete all  
26 requirements and comply with all Orders, past or future, of the Texas Medical Board, specifically  
27 including, but not limited to, the Texas Medical Board's Order Granting Modification issued on  
28 October 15, 2021, in its Case No. L-4152.

1           h.       During the Probationary Period, Respondent shall not supervise any  
2 Physician Assistant, or collaborate with any Advanced Practice Registered Nurse in the State of  
3 Nevada.

4           i.       At the time of the execution of this Agreement, Respondent's license is in  
5 an "inactive" status. Prior to changing his licensure status in Nevada from "inactive" to "active,"  
6 Respondent agrees to complete a 'fitness for duty' evaluation which addresses his competence to  
7 practice medicine, as well as his possible substance abuse issues. If this evaluation results in any  
8 recommendations, then before Respondent's license may be changed from "inactive" to "active,"  
9 Respondent will come before the Board at a public Board meeting for the Board to review these  
10 recommendations and potentially order Respondent to complete those recommendations, which  
11 may result in the Board placing conditions, limitations, or other requirements upon Respondent's  
12 license.

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

25           7.       Procedure for Adoption of Agreement. The IC and counsel for the IC shall  
26 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
27 resolution of this Complaint. While seeking Board acceptance, approval, and adoption of this

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1 Agreement, counsel for the IC may communicate directly with the Board staff and the  
2 adjudicating members of the Board.

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

11 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
12 approves, and adopts this Agreement, the Board shall issue a final order, making this Agreement  
13 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed  
14 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

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 any  
23 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  
27 required to seek enforcement of this Agreement in district court, the party's consent to such

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1 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,  
2 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.

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

10 DATED this 4th day of February 2022.    DATED this 2nd day of February, 2022.

11 INVESTIGATIVE COMMITTEE OF THE  
12 NEVADA STATE BOARD OF MEDICAL  
13 EXAMINERS

14 By: Sarah A. Bradley  
15 SARAH A. BRADLEY, J.D., MBA  
16 Deputy Executive Director  
17 ROBERT G. KILROY, J.D.  
18 Senior Deputy General Counsel  
19 9600 Gateway Drive  
20 Reno, NV 89521  
21 *Attorney for the Investigative Committee*

By: Kelly James Turner  
KELLY JAMES TURNER, M.D.,  
Respondent

19 State of \_\_\_\_\_  
20 County of \_\_\_\_\_

21 This instrument was acknowledged before me on  
22 this \_\_\_\_ day of \_\_\_\_\_, 2022, by  
23 KELLY JAMES TURNER, M.D.

24 \_\_\_\_\_  
NOTARY PUBLIC

26 X **SEE ATTACHED**  
27 Notary Public



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Bernardino )

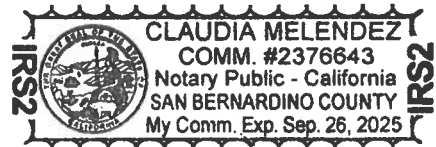
On 2.2.2022 before me, Claudia Melendez, Notary Public  
(insert name and title of the officer)

personally appeared Kelly James Turner  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case No. 21-47802-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 4<sup>th</sup> day of March, 2022

DATED this 4<sup>th</sup> day of March, 2022.

NEVADA STATE BOARD OF MEDICAL  
EXAMINERS

By:   
VICTOR M. MURO, M.D.  
*Board President*