

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559

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

3 * * * * *

4
5 **In the Matter of Charges and Complaint**
6 **Against:**
7 **WILIAM DOUGLAS SMITH, M.D.,**
8 **Respondent.**

Case Nos. 20-11398-1 and 21-11398-1

FILED

MAR 04 2022

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: *[Signature]*

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., Deputy Executive Director for the Board and
13 attorney for the IC, and Wiliam Douglas Smith, M.D. (Respondent), a physician licensed in
14 Nevada, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

15 **A. BACKGROUND**

16 1. Respondent is a medical doctor currently licensed in an expired status by the Board
17 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
18 Administrative Code (NAC) (collectively, the Medical Practice Act). His license was originally
19 issued on July 17, 1996 (License No. 7897).

20 2. On July 21, 2020, in Case No. 20-11398-1, the IC filed a formal Complaint
21 (Complaint 1) charging Respondent with violating the Medical Practice Act (MPA). Specifically, the
22 Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I), one (1) violation of
23 NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count II), and one (1) violation
24 of NRS 630.306(1)(b)(2), Violation of Standards of Practice Established by Regulation.

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27 ¹ All agreements and admissions made by Respondent are solely for final disposition of these matters and
28 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.

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1 3. On April 1, 2021, in Case No. 21-11398-1, the IC filed a formal Complaint
2 (Complaint 2) charging Respondent with violating the Medical Practice Act (MPA). Specifically, the
3 Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I), one (1) violation of
4 NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count II), and one (1) violation
5 of NRS 630.306(1)(b)(2), Violation of Standards of Practice Established by Regulation.

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

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

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

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

26 8. Respondent understands and agrees that this Agreement, by and between
27 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
28 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent

1 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
2 Board has the right to decide in its own discretion whether or not to approve this Agreement.
3 Respondent further understands and agrees that if the Board approves this Agreement, then the
4 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

5 **B. TERMS & CONDITIONS**

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

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

12 **2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
13 Respondent acknowledges he has had the opportunity to engage appropriate counsel to represent
14 him in this matter and wishes to resolve the matters addressed herein without such counsel.
15 Respondent agrees that if any representation he makes in this matter materially changes prior to
16 entering into this Agreement and for the duration of this Agreement, that counsel for the IC will
17 be timely notified of the material change. Respondent agrees that he knowingly, willingly and
18 intelligently enters into this Agreement after deciding to represent himself in this matter in lieu of
19 engaging Nevada-licensed counsel to represent him.

20 **3. Waiver of Rights.** In connection with this Agreement, and the associated terms
21 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
22 with these administrative matters. Respondent hereby knowingly, willingly and intelligently
23 waives all rights arising under the United States Constitution, the Nevada Constitution, the
24 Medical Practice Act, the OML, the APA, and any other legal rights that may be available to him
25 or that may apply to him in connection with the administrative proceedings resulting from the
26 Complaint filed in this matter, including defense of the Complaint, adjudication of the allegations
27 set forth in the Complaint, and imposition of any disciplinary actions or sanctions ordered by the

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1 Board. Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
2 Agreement, without a hearing or any further proceedings and without the right to judicial review.

3 **4. Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering
4 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent
5 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
6 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges
7 that Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have
8 merit and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
9 subsequent litigation. Respondent asserts that if these matters were to proceed to hearing, he has
10 evidence, witnesses, expert witness(es) and defenses to the count/claim alleged in the Complaint,
11 but for the purposes of resolving these matters and for no other purpose, Respondent waives the
12 presentation of evidence, witnesses, expert witnesses, and defenses in order to effectuate this
13 Agreement.

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

18 a. Respondent admits to Counts I, II, and III in both Complaint1 and
19 Complaint 2, specifically two (2) violations of NRS 630.301(4), Malpractice (Count I), two (2)
20 violations of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count II), and two
21 (2) violations of NRS 630.306(1)(b)(2), Violation of Standards of Practice Established by Regulation.

22 b. Respondent agrees to surrender his license to practice medicine in the
23 State of Nevada, License No. 7897, pursuant to NAC 630.240. Respondent will submit a sworn
24 written statement of such surrender, along with his actual license, to the Board at
25 9600 Gateway Drive, Reno, NV 89521.

26 c. Respondent asserts that his intention is to retire from the practice of
27 medicine. However, if he wishes to be licensed in the future, he agrees that he may not re-apply
28 for licensure with the Board until three years after the date of the Board's acceptance, adoption

1 and approval of this Agreement. Respondent agrees to reimburse the Board for its costs expended
2 in investigating and prosecuting these matters in the amount of \$9,005.63 at the time of any re-
3 application. Respondent also understands that he will need to meet any requirements of licensure
4 in place under Nevada law at the time of any re-application, he may need to prove his competence
5 to practice medicine to the Board at the time that he submits a re-application for licensure, and he
6 may be required to appear before the Board in connection with any future license application.

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

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

10 f. Any other claims and allegations arising from Board's corresponding
11 investigative case files, shall be dismissed with prejudice. Specifically, this Agreement resolves
12 Board investigative case files [REDACTED]

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

26 7. **Procedure for Adoption of Agreement** The IC and counsel for the IC shall
27 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
28 resolution of the Complaint at an upcoming Board meeting at the Board's earliest convenience,

1 and Respondent hereby waives notice of the same, whether under the United States Constitution,
2 the Nevada Constitution, the Medical Practice Act, the OML, the APA, or otherwise. In the
3 course of seeking Board acceptance, approval and adoption of this Agreement, counsel for the IC
4 may communicate directly with the Board staff and the 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 this Agreement is discussed, and that such contacts and communications may
8 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
9 all information of every nature whatsoever related to these matters. The IC and its counsel agree
10 that Respondent and/or Counsel for the Respondent may appear at the Board meeting where this
11 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
12 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, and, pending full compliance with the terms herein, the case shall be closed
16 and any and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

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

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

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

5 **12. Attorneys' Fees and Costs.** The parties agree that in the event an action is
6 commenced in district court to enforce any provision of this Agreement, the prevailing party shall
7 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 or
2 condition of this Agreement once the Agreement has been accepted, approved and adopted by the
3 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 on revocation, which will be duly
5 noticed. Failure to comply with the terms of this Agreement, including failure to pay any fines,
6 costs, expenses or fees owed to the Board, is a failure to comply with an order of the Board, which
7 may result in additional disciplinary action being taken against Respondent. 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 any civil and administrative collection
10 efforts available.

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12 DATED this 15th day of February, 2022. DATED this 14th day of February, 2022.

13 INVESTIGATIVE COMMITTEE OF THE LEWIS BRISBOIS BISGAARD & SMITH
14 NEVADA STATE BOARD OF MEDICAL LLP
15 EXAMINERS

16 By:  By: 
17 SARAH A. BRADLEY, J.D., MBA NAUSHEEN PETERS, ESQ.
18 Deputy Executive Director KEITH A. WEAVER, ESQ.
19 ROBERT G. KILROY, J.D. 6385 S. Rainbow Blvd., Ste. 600
20 Senior Deputy General Counsel Las Vegas, NV 89118
21 9600 Gateway Drive Tel: (702) 893-3383
22 Reno, NV 89521 Email: Nausheen.peters@lewisbrisbois.com
23 Tel: (775) 688-2559 Keith.weaver@lewisbrisbois.com
24 Email: bradleys@medboard.nv.gov Attorneys for Respondent
25 *Attorneys for the Investigative Committee*

26 DATED this 2/15/2022
27 day of _____, 2022.

28 By: 
WILLIAM DOUGLAS SMITH, M.D.,
Nevada License No. 7897
Respondent


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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 20-11398-1 and 21-11398-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 4th day of March, 2022.

DATED this 4th day of March, 2022.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 

VICTOR M. MURO, M.D.
Board President