

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

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**In the Matter of Charges and Complaint**  
**Against:**  
**DAVID JAMES SMITH, M.D.,**  
**Respondent.**

Case No. 22-47823-1

**FILED**

JUN 07 2024

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: \_\_\_\_\_

**SETTLEMENT AGREEMENT**

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The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Donald K. White, Senior Deputy General Counsel for the Board and attorney for the IC, and David James Smith, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Lyn E. Beggs Esq., of the Law Offices of Lyn E. Beggs, PLLC hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

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**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 April 16, 2018 (License No. 17853).

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2. On June 9, 2022, in Case No. 22-47823-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.304(1), Obtaining A License By Fraud and Misrepresentation (Count I); two (2) violations of NRS 630.301(3), Disciplinary Action By Another State Medical Board (Count II & Count IV); two (2) violations of NRS 630.306(1)(k),

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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.

1 Failure To Report Disciplinary Action By Another State Medical Board (Count III & Count V).  
2 By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS  
3 630.352.

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

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

18 5. 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 6. 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.  
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1 Respondent further understands and agrees that if the Board approves this Agreement, then the  
2 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

3 **B. TERMS & CONDITIONS**

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

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

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

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

27 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering  
28 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent

1 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in  
2 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges  
3 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit  
4 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential  
5 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has  
6 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the  
7 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent  
8 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to  
9 effectuate this Agreement.

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

14                   a.       Respondent admits to Count I, a violation of NRS 630.304(1), Obtaining A  
15 License By Any Inaccurate or Incomplete Statement; Counts II and IV, violations of  
16 NRS 630.301(3), Disciplinary Action By Another State Medical Board; Counts III and V,  
17 violations of NRS 630.306(1)(k), Failure To Report Disciplinary Action By Another State  
18 Medical Board.

19                   b.       Respondent's license is hereby revoked. The revocation is immediately  
20 stayed, and his license placed on probationary status for twenty-four (24) months, from the  
21 Board's acceptance, adoption and approval of this Agreement (Probationary Period). If the stay of  
22 revocation is lifted and Respondent's license is revoked pursuant to this Agreement, Respondent,  
23 pursuant to NRS 622A.410, may not apply for a new license for a period of one (1) year. For the  
24 first twelve (12) months of the Probationary Period, Respondent shall not petition the Board for  
25 early release from probation or its conditions.

26                   c.       During the Probationary Period, Respondent may not supervise any  
27 physician assistants or collaborate with any advanced practice registered nurses. Within fourteen  
28 (14) days from the Board's acceptance and adoption of this Agreement, Respondent shall

1 terminate any current supervising agreements with physician assistants and any current  
2 collaboration agreements with advanced practice registered nurses.

3 d. After the first year of the Probationary Period, Respondent may petition the  
4 Board for early release from probation and its conditions if he has complied with all of the terms  
5 of this Agreement but only after providing proof to the Board that the Petition filed by the  
6 California Medical Board in Case No. 8002021081615 to revoke his probation has been resolved  
7 and his California Medical License status is Renewed and Current

8 e. Respondent will pay the costs and expenses incurred in the investigation  
9 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,  
10 adoption and approval of this Agreement, in the amount of two thousand five hundred fifty-nine  
11 dollars and forty-eight cents (\$2,559.48).

12 f. Respondent shall pay a fine of ten thousand dollars (\$10,000) within sixty  
13 (60) days of the Board's acceptance, adoption and approval of this Agreement.

14 g. The Respondent shall submit to and pass all five (5) sections of the Ethics  
15 and Boundaries Assessment Services (EBAS) examination within one hundred eighty (180) days  
16 of Board approval of this agreement, which shall be paid for at the expense of the Respondent.

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

19 i. Respondent shall receive a Public Letter of Reprimand.

20 j. Any other claims arising from the Board's corresponding investigative case  
21 file(s), shall be dismissed with prejudice.

22 6. **Release from Liability.** In execution of this Agreement, Respondent understands  
23 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,  
24 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents  
25 are immune from civil liability for any decision or action taken in good faith in response to  
26 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of  
27 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,  
28 committees, panels, hearing officers, consultants and agents from any and all manner of actions,

1 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and  
2 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against  
3 any or all of the persons, government agencies or entities named in this paragraph arising out of,  
4 or by reason of, this investigation, this Agreement or the administration of the case referenced  
5 herein.

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

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

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

23           9.       **Effect of Rejection of Agreement by Board.** In the event the Board does not  
24 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and  
25 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
26 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement  
27 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
28 Agreement shall disqualify any member of the adjudicating panel of the Board from considering

1 this Complaint and from participating in disciplinary proceedings against Respondent, including  
2 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any  
3 such member absent evidence of bad faith.

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

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

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

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

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

DATED this 16<sup>th</sup> day of May, 2024.

DATED this 16<sup>th</sup> day of May, 2024.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL  
EXAMINERS

LAW OFFICES OF LYN E. BEGGS, PLLC

By: 

By: 

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*Attorney for Respondent*

DATED this 15<sup>th</sup> day of May, 2024.

By: 

DAVID JAMES SMITH, M.D.,  
Nevada License No. 17853  
*Respondent*



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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case No. 22-47823-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 7th day of June, 2024.

DATED this 7th day of June, 2024.

NEVADA STATE BOARD OF MEDICAL  
EXAMINERS

By:

  
\_\_\_\_\_  
NICK M. SPIRTOS, M.D., F.A.C.O.G.  
*Board President*