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

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**In the Matter of Charges and
Complaint Against
JOHN WERT VAN HORN, M.D.,
Respondent.**

Case No. 15-9568-1
FILED
JUN - 7 2016
NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: _____

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board) and John Wert Van Horn, M.D. (Respondent), a licensed physician in Nevada, represented pro se, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a physician licensed 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 since September 17, 1988 (License No. 6295).

2. On January 5, 2016, in Case No. 15-9568-1, the IC filed a formal Amended Complaint (Complaint) charging Respondent with Medical Practice Act violations. Specifically, this Complaint alleges: one (1) count of violating of NRS 630.301(11)(d) and one (1) count of violating NRS 630.301(11)(g). By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

¹ 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 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
3 concerning the nature and significance of this Complaint.

4 4. 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 5. 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 6. 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 Board acknowledges Respondent
25 is admitting that the Board's claims/counts as alleged in the Complaint have merit and Respondent
26 is 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 purposes 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 the allegation of one (1) violation of NRS
9 630.301(11)(d) and one (1) violation of NRS 630.301(11)(g) on or about September 24,
10 2015.

11 B. Respondent agrees to allow his license to practice medicine in the state of
12 Nevada to be revoked with the revocation to be immediately stayed.

13 C. Respondent's license shall be subject to a term of probation for an
14 indeterminate period of time not to exceed forty-eight months (48) from the date of the
15 Board's acceptance, adoption and approval of this Agreement (probationary period). The
16 following terms and conditions shall apply during Respondent's probationary period, if
17 and when Respondent intends to practice medicine in Nevada during this probationary
18 period:

19 (1) Respondent must be supervised all times during any and all interactions
20 with patients through the entire probationary period or until further order of the
21 Board.

22 (2) During the probationary period, Respondent shall successfully complete
23 all requirements as established by the Second Judicial District Court and the
24 Nevada Division of Parole and Probation.

25 (3) During the probationary period, Respondent agrees to abstain from the
26 personal use or possession of alcohol, although the use and possession of alcohol is
27 generally legal for persons age 21 and older; Respondent agrees to abstain from the
28 personal use or possession of controlled substances and prescription drugs, unless

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such controlled substance or prescription drug is lawfully prescribed to Respondent for a current bona fide illness or condition by a licensed Practitioner; Respondent shall abstain from the use of any and all other mood altering substances or use of mood-altering substances for any other purpose than the purpose for which the substance is intended; Respondent will no longer be allowed to prescribe medications to himself.

(4) During the probationary period, Respondent shall complete all terms and conditions of any criminal sanctions incurred before or during the period of this agreement, including probation or parole, and if, or when, the Nevada Division of Parole and Probation terminates its probationary period of Respondent, then Respondent can petition the Board for a termination of the Board's probationary period.

D. Respondent will pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matter within one hundred twenty (120) days of the Board's acceptance, adoption and approval of this Agreement, the current amount being \$521.00, not including any costs that may be necessary to finalize this Agreement.

E. Respondent shall take six (6) hours of continuing medical education (CME) related to family practice within twelve (12) months from the date of the Board's acceptance, adoption and approval of this Agreement. The aforementioned hours of CME shall be in addition to any CME requirements that are regularly imposed upon Respondent as a condition of licensure in the state of Nevada and shall be approved by the Board prior to their completion.

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

G. Respondent shall be issued a public letter of reprimand.

6. Release From Liability. In execution of this Agreement, Respondent understands and agrees that the state of Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents

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

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

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

22 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
23 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
24 an order of the Board.

25 **9. Effect of Rejection of Agreement by Board.** In the event the Board does not
26 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
27 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
28 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement

1 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
2 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
3 this Complaint and from participating in disciplinary proceedings against Respondent, including
4 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
5 such member absent evidence of bad faith.

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

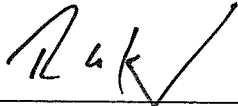
8 **11. Forum Selection Clause.** The parties agree that in the event either party is
9 required to seek enforcement of this Agreement in a Nevada state district court, the parties consent
10 to such jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District
11 Court,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

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


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

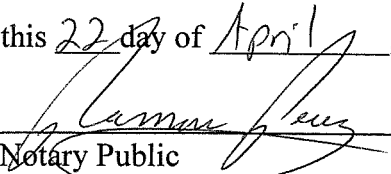
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SIGNATURE PAGE TO FOLLOW

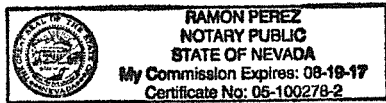
1 Dated this 25 day of April, 2016.

2
3 By: 
4 Robert Kilroy, Esq.
5 Attorney for the Investigative Committee

6 **UNDERSTOOD AND AGREED:**

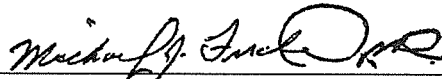
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8 John Wert Van Horn, M.D., Respondent
9 Dated this 22 day of April, 2016.

10 STATE OF NEVADA)
11 :ss.
12 COUNTY OF Washoe)
13 SUBSCRIBED and SWORN to before me
14 this 22 day of April, 2016.
15 
16 Notary Public



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1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the
2 Nevada State Board of Medical Examiners on the third day of June 2016, with the final total amount of
3 costs due of \$521.00.

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6 Michael J. Fischer, M.D., President
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS
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