

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

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6 **In the Matter of Charges and**
7 **Complaint Against**
8 **JORGE YSACC BURGOS, M.D.,**
9 **Respondent.**

Case No. 17-26547-1

FILED

DEC - 4 2017

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

10
11 **SETTLEMENT AGREEMENT**

12 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
13 (Board), by and through its General Counsel, Robert Kilroy, Esq., and Jorge Ysacc Burgos, M.D.
14 (Respondent), a licensed physician in Nevada, represented by Crane Pomerantz, Esq., of the law
15 firm of Sklar Williams PLLC, hereby enter into this Settlement Agreement (Agreement) based on
16 the following:¹

17 **A. Background**

18 1. Respondent is a physician licensed by the Board, pursuant to Chapter 630 of the
19 Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC)
20 (collectively, the Medical Practice Act), to practice medicine in Nevada since August 27, 2003
21 (License No. 10622).

22 2. On August 11, 2017, in Case No. 17-26547-1, the IC filed a First Amended Complaint
23 (Complaint) charging Respondent with Medical Practice Act violations. Specifically, this Complaint
24 alleges: one (1) count of violating of NRS 630.301(9) (engaging in conduct that brings the medical
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26 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any
27 subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore,
28 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 profession into disrepute); one (1) count of violating of NRS 630.301(11)(d) (conviction of a sexually
2 related crime); and one (1) count of violating of NRS 630.301(11)(g) (conviction of an offense
3 involving moral turpitude). By reason of the foregoing, Respondent is subject to discipline by the
4 Board as provided in NRS 630.352.

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

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

1 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

2 **B. Terms & Conditions**

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

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

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

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

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1 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges
2 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
3 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent
4 is admitting that the Board’s claims/counts as alleged in the Complaint have merit and Respondent
5 is agreeing to resolve this matter to avoid the costs of hearing and potential subsequent litigation.
6 Respondent asserts if this matter were to proceed to hearing, he has evidence, witnesses, expert
7 witness(es) and defenses to the counts/claims alleged in the Complaint, but for the purposes of
8 resolving the matter and for no other purpose, Respondent waives the presentation of evidence,
9 witnesses, expert witnesses and defenses in order to effectuate this Agreement.

10 **5. Consent to Entry of Order.** In order to resolve this Complaint pending against
11 Respondent without incurring any further costs or the expense associated with a hearing, Respondent
12 hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that
13 is grounds for discipline pursuant to the Medical Practice Act. Accordingly, the following terms
14 and conditions are hereby agreed upon:

15 A. Respondent admits to the following:

16 (1) One (1) count of violating NRS 630.301(9) (engaging in conduct that
17 brings the medical profession into disrepute);

18 (2) One (1) count of violating NRS 630.301(11)(d) (conviction of a sexually
19 related crime); and

20 (3) One (1) count of violating NRS 630.301(11)(g) (conviction of an offense
21 involving moral turpitude).

22 B. Respondent agrees to allow his license to practice medicine in the State of
23 Nevada to be suspended (Suspension) for FOUR (4) MONTHS (December 2017, January
24 thru March 2018) following the date of this Agreement’s acceptance, adoption and
25 approval by the Board, and Respondent will have his suspended license status lifted on
26 Monday, April 2, 2018, which is approximately four months following his Suspension
27 date.

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1 C. Respondent's license shall be subject to a term of probation (Probationary
2 Period) for an indeterminate period of time and he may petition the Board to lift the
3 probationary condition placed upon his license after forty-eight (48) months from the date
4 of the Board's acceptance, adoption and approval of this Agreement. The following terms
5 and conditions shall apply during Respondent's Probationary Period, if and when
6 Respondent intends to practice medicine in Nevada during this Probationary Period:

7 (1) Respondent must be supervised at all times during any and all
8 interactions with all female patients, with a formal monitoring agreement with
9 approved and identified monitors, throughout the entire Probationary Period or
10 until further order of the Board.

11 (2) Respondent shall successfully complete all requirements as established
12 by the Eighth Judicial District Court and the Nevada Division of Parole and
13 Probation.

14 (3) Respondent agrees to abstain from the personal use or possession of
15 controlled substances and prescription drugs, unless such controlled substance or
16 prescription drug is lawfully prescribed to Respondent for a current bona fide illness or
17 condition by a licensed Practitioner. Respondent shall abstain from the use of any and all
18 other mood-altering substances for any other purpose than the purpose for which the
19 substance is intended. Respondent will no longer be allowed to prescribe medications to
20 himself.

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

26 D. Respondent will pay the costs and expenses incurred in the investigation
27 and prosecution of the above-referenced matter within one hundred twenty (120) days of
28 the Board's acceptance, adoption and approval of this Agreement, the current amount

1 being **[\$1500.00]**, not including any costs that may be necessary to finalize this
2 Agreement.

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

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

11 G. Respondent shall be issued a Public Letter of Reprimand.

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

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

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

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

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

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

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

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

OFFICE
OF THE
GENERAL
COUNSEL

Nevada State
Board of
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13. Failure to Comply with Terms. Should Respondent fail to comply with any term or condition of this Agreement once the Agreement has been accepted, approved and adopted by the Board, the IC shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed. Failure to comply with the terms of this Agreement, including failure to pay any fines, costs, expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a). 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 22 day of NOV, 2017.

By: [Signature]
Robert Kilroy, Esq.
Attorney for the Investigative Committee

Dated this 22 day of NOVEMBER, 2017.

By: [Signature]
Crane Pomerantz, Esq.
Attorney for the Respondent

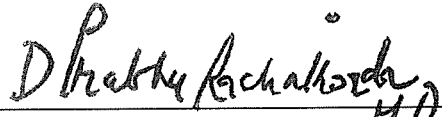
UNDERSTOOD AND AGREED:
[Signature]
Jorge Ysaco Burgos, M.D., Respondent

Dated this 21 day of NOVEMBER, 2017.

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
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(775) 688-2559

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IT IS HEREBY ORDERED that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 1st day of December 2017, with the final total amount of costs due of \$1,500.00.



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