



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

4           3.       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           4.       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           5.       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 acknowledges he is represented by counsel licensed in the State of Nevada and wishes  
6 to resolve the matters addressed herein with such counsel. Respondent agrees that if  
7 representation in this matter materially changes prior to entering into this Agreement and for the  
8 duration of this Agreement, that counsel for the IC will be timely notified of the material change.  
9 Respondent agrees that he knowingly, willingly and intelligently enters into this Agreement after  
10 consultation with said legal counsel.

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

21           **4.     Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges  
22 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is  
23 grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges Respondent is  
24 not admitting that the IC's claims/counts as alleged in the Complaint have merit and Respondent  
25 is agreeing to resolve this matter to avoid the costs of hearing and potential subsequent litigation.  
26 Respondent asserts if this matter were to proceed to hearing, he has evidence, witnesses, expert  
27 witness(es) and defenses to the counts/claims alleged in the Complaint, but for the purpose of  
28 resolving the matter and for no other purpose, Respondent waives the presentation of evidence,

1 witnesses, expert witnesses and defenses in order to effectuate this Agreement. The IC and the  
2 Respondent acknowledge and represent that this agreement is entirely reciprocal in nature and not  
3 intended to serve as any new or additional discipline against Respondent.

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

9           a. Respondent admits to one (1) violation of NRS 630.301(3), regarding the  
10 Arizona Medical Board's disciplinary action relating to medical records documentation.

11           b. Respondent shall pay the costs and expenses incurred in the investigation  
12 and prosecution of the above-referenced matter within thirty (30) days of the Board's  
13 acceptance, adoption and approval of this Agreement, the current amount being \$625.00  
14 not including any costs that may be necessary to finalize this Agreement.

15           c. This Agreement shall be reported to the appropriate entities and parties as  
16 required by law, including, but not limited to, the National Practitioner Data Bank. The  
17 report to the Data Bank shall note that this is entirely a reciprocal action by the Nevada  
18 State Board of Medical Examiners for an action taken in another state and is not based  
19 upon any act or omission in the State of Nevada.

20           d. Respondent shall receive a Public Letter of Reprimand. The letter of  
21 reprimand shall note that this is entirely a reciprocal action by the Nevada State Board of  
22 Medical Examiners for an action taken in another state and is not based upon any act or  
23 omission in the State of Nevada.

24           e. The IC will dismiss Count II with prejudice.

25       **6. Release From Liability.** In execution of this Agreement, Respondent understands  
26 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,  
27 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents  
28 are immune from civil liability for any decision or action taken in good faith in response to

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

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

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

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

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

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

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

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

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

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

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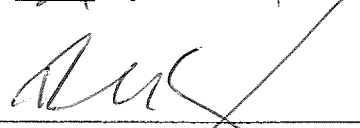
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28 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a

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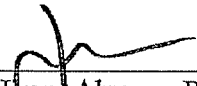
condition of this Agreement may subject Respondent to civil collection efforts.

Dated this 24 day of MAY, 2017.

By:   
Robert Kilroy, Esq.  
General Counsel and Attorney for the Investigative Committee

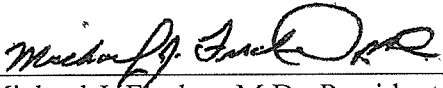
By:   
Michael D. Navratil, Esq.  
Attorney for the Respondent

**UNDERSTOOD AND AGREED:**

  
Jose Hiram Alvarez, Respondent

Dated this 11 day of MAY, 2017.

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 2<sup>nd</sup> day of June 2017, with the final total amount of  
3 costs due of \$625.00.

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