

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


3 * * * * *

4
5 **In the Matter of Charges and**
6 **Complaint Against**
7 **William Alvear, M.D.,**
8 **Respondent.**

Case No. 17-11277-1

FILED

APR 16 2018

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

9
10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Aaron Bart Fricke, Esq., Deputy General Counsel for the Board and
13 attorney for the IC, and William Alvear, M.D. (Respondent), a licensed Physician in Nevada,
14 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 active 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), to practice medicine in Nevada
19 since July 2, 1996 (License No. 7874).

20 2. On October 23, 2017, in Case No. 17-25257-1, the IC filed a formal Complaint
21 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
22 Complaint alleges one (1) violation of NRS 630.301(1), Conviction of a Felony Relating to the
23 Practice of Medicine (Count I), one (1) violation of NRS 630.301(9), Disreputable Conduct (Count II),
24 and one (1) violation of NRS 630.301(11)(g), Conviction of an Offense Involving Moral Turpitude

25
26 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter
27 and any subsequent related administrative proceedings or civil litigation involving the Board and
28 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 (Count III).

2 3. By reason of the foregoing, Respondent is subject to discipline by the Board as
3 provided in NRS 630.352.

4 4. 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 5. Respondent is hereby advised of his rights regarding this administrative matter, and of
8 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 contained in
11 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in NRS
12 Chapter 233B. These rights include the right to a formal hearing on the allegations in the Complaint,
13 the right to representation by counsel, at his own expense, in the preparation and presentation of his
14 defense, the right to confront and cross-examine the witnesses and evidence against him, the right to
15 written findings of fact, conclusions of law and order reflecting the final decision of the Board, and the
16 right to judicial review of the Board's order, if the decision is adverse to him.

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

22 7. Respondent understands and agrees that this Agreement, by and between
23 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
24 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
25 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
26 Board has the right to decide in its own discretion whether or not to approve this Agreement.
27 Respondent further understands and agrees that if the Board approves this Agreement, then the
28 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

1 **B. Terms & Conditions**

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

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

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

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

25 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges
26 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
27 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent
28 is not admitting that the Board's claims/counts as alleged in the Complaint have merit and

1 Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
2 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
3 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
4 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
5 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
6 effectuate this Agreement.

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

11 a. Respondent admits to Counts I, II and III.
12 b. Respondent's license to practice medicine in the state of Nevada shall be placed on
13 probation for a period of thirty-six (36) months from the date of the Board's acceptance, adoption
14 and approval of this Agreement (Probationary Period). The following terms and conditions shall
15 apply during the Probationary Period:

- 16 i. Respondent shall comply with all laws related to the practice of medicine,
17 whether state or federal, whether statutory or regulatory, and whether
18 contained in NRS and NAC chapters 629, 630, 453,454, 585 and 639, or
19 otherwise.
20 ii. Respondent shall provide the Board with the physical address of each
21 location of employment or practice. If an address of employment or practice
22 changes, Respondent shall notify the Board in writing of the new physical
23 address within five business days of the change.
24 iii. Respondent shall allow Board investigators to enter each location where
25 Respondent is practicing medicine at any time during each practice
26 location's normal operating hours, or anytime Respondent is present,
27 including any room or area therein, to inspect the practice and review any
28 or all of her patient and practice records.

1 c. Respondent will pay the costs and expenses incurred in the investigation and
2 prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
3 adoption and approval of this Agreement, the current amount being \$1,643.17, not including any
4 costs that may be necessary to finalize this Agreement.

5 d. Respondent will pay a fine of \$1,000.00 within sixty (60) days of the Board's
6 acceptance, adoption and approval of this Agreement.

7 e. Respondent shall take six (6) hours of continuing medical education (CME) related
8 to medical ethics, within six (6) months from the date of the Board's acceptance, adoption and
9 approval of this Agreement. The aforementioned hours of CME shall be in addition to any CME
10 requirements that are regularly imposed upon Respondent as a condition of licensure in the State of
11 Nevada and shall be approved by the Board prior to their completion.

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

14 g. Respondent shall receive a Public Letter of Reprimand.

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

27 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
28 recommend approval and adoption of the terms and conditions of this Agreement by the Board in

1 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
2 this Agreement, counsel for the IC may communicate directly with the Board staff and the
3 adjudicating members of the Board.

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

11 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
12 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
13 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed
14 and the remaining counts of the Complaint shall be dismissed with prejudice.

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

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

26 **11. Forum Selection Clause.** The parties agree that in the event either party is
27 required to seek enforcement of this Agreement in district court, the parties consent to such
28 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,

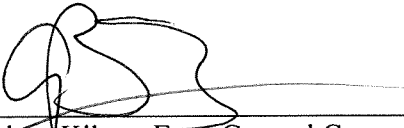
1 State of Nevada, Washoe County.

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

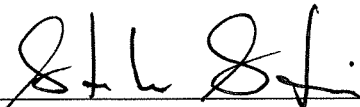
5 **13. Failure to Comply with Terms.** Should Respondent fail to comply with any term
6 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
7 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
8 medicine in Nevada pending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

14 Dated this 6 day of FEBRUARY, 2018.

15
16 INVESTIGATIVE COMMITTEE OF THE
17 NEVADA STATE BOARD OF MEDICAL EXAMINERS

18 By: 
19 Robert Kilroy, Esq., General Counsel
20 Aaron Bart Fricke, Esq., Deputy General Counsel
21 Donald K White, Esq., Deputy General Counsel
22 Attorneys for the Investigative Committee

23 Dated this 1 day of february, 2018.

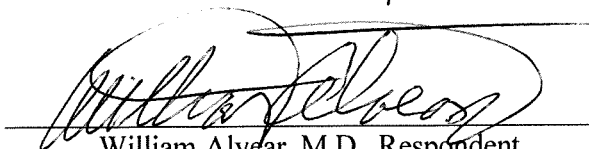
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27 Stephen Stein, Esq.
28 Attorney for Respondent

OFFICE OF THE GENERAL COUNSEL

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Dated this 1 day of February, 2018.

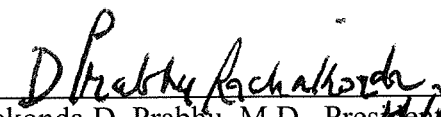


William Alvear, M.D., Respondent

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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 13th day of April, 2018, with the final total amount of costs due of \$1,643.17.



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