

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint
Against:
JOSETTE ELLEN SPOTTS, M.D.,
Respondent.

Case No. 21-10144-1

FILED

SEP 16 2022

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: *[Signature]*

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Sarah A. Bradley, J.D., Deputy Executive Director for the Board and attorney for the IC, and Josette Ellen Spotts, M.D. (Respondent), a licensed physician in Nevada, assisted by her attorney, Chelsea R. Hueth, Esq., of the law firm of McBride Hall, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

1. Respondent is a medical doctor currently licensed in inactive 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. Her license was originally issued on October 2, 1993 (License No. 6917).

2. On July 14, 2021, in Case No. 21-10144-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); one (1) violation of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count II); and one (1) violation of NRS 630.306(1)(b)(2), Violation of Standards of Practice Established by Regulation.

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

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

6 3. Respondent is hereby advised of her rights regarding this administrative matter,
7 and of her opportunity to defend against the allegations in the Complaint. Specifically,
8 Respondent has certain rights in this administrative matter as set out by the United States
9 Constitution, the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law
10 (OML), which is contained in NRS Chapter 241, and the Nevada Administrative Procedure Act
11 (APA), which is contained in NRS Chapter 233B and 622A. These rights include the right to a
12 formal hearing on the allegations in the Complaint, the right to representation by counsel, at her
13 own expense, in the preparation and presentation of her defense, the right to confront and cross-
14 examine the witnesses and evidence against her, the right to written findings of fact, conclusions
15 of law and order reflecting the final decision of the Board, and the right to judicial review of the
16 Board's order, if the decision is adverse to her.

17 4. 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 5. 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 her 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 she 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 she 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 her or that
20 may apply to her 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.** As of the time of entering
26 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent
27 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

1 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit
2 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
3 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, she has
4 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
5 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
6 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
7 effectuate this Agreement.

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

12 a. Respondent admits to Count I, one (1) violation of NRS 630.301(4)
13 Malpractice.

14 b. Respondent agrees to voluntarily surrender her license to practice medicine
15 in the State of Nevada, License No. 6917, pursuant to NAC 630.240. Respondent will submit a
16 sworn written statement of such surrender, along with her actual license, to the Board by
17 delivering the original statement to the Board's staff at 9600 Gateway Drive, Reno, NV 89521 or
18 325 E. Warm Springs Road, Suite 225, Las Vegas, NV 89119.

19 c. Respondent asserts that she has retired from the practice of medicine and
20 that she placed her license on inactive status in May 2021. However, if she wishes to be licensed
21 in the future, she agrees that she may not re-apply for licensure with the Board until three (3) years
22 after the date of the Board's acceptance, adoption, and approval of this Agreement. Respondent
23 agrees to reimburse the Board for its costs expended in investigating and prosecuting this case in
24 the amount of four thousand seventy-four dollars and fifty-seven cents (\$4,074.57) at the time of
25 any re-application. Respondent also understands that she will need to meet any requirements of
26 licensure in place under Nevada law at the time of any re-application, she may need to prove her
27 competence to practice medicine to the Board at the time that she submits a re-application for

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1 licensure, and she may be required to appear before the Board in connection with any future
2 license application.

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

5 e. Respondent shall receive a Public Letter of Reprimand.

6 f. The remaining counts of the Complaint (Counts II and III), and any other
7 claims arising from the Board's corresponding investigative case file(s), shall be dismissed with
8 prejudice.

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

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

26 Respondent acknowledges that such contacts and communications may be made or
27 conducted ex-parte, without notice or opportunity to be heard on her part until the public Board
28 meeting where this Agreement is discussed, and that such contacts and communications may

1 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
2 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
3 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this
4 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
5 IC or the IC's counsel.

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

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

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

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

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


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

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11 DATED this 9th day of August, 2022. DATED this 3rd day of August, 2022.

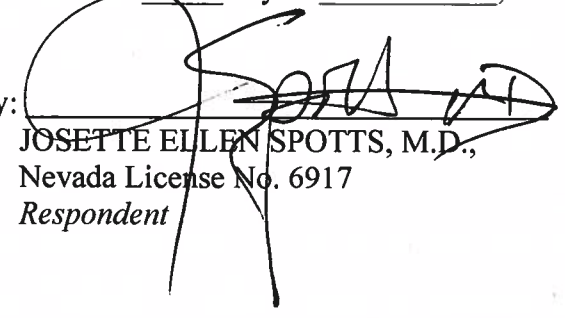
12 INVESTIGATIVE COMMITTEE OF THE
13 NEVADA STATE BOARD OF MEDICAL
14 EXAMINERS

MCBRIDE HALL

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28 *Attorney for Respondent*

21 DATED this _____ day of _____, 2022.

22
23 By: 
24 JOSETTE ELLEN SPOTTS, M.D.,
25 Nevada License No. 6917
26 *Respondent*

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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 21-10144-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 16th day of September, 2022.

DATED this 16th day of September, 2022.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 
VICTOR M. MURO, M.D.
Board President