

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

* * * * *

In the Matter of Charges and Complaint
Against:
JOSE HIRAM ALVAREZ, M.D.,
Respondent.

Case No. 21-28177-2

FILED

JUN 09 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By:

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Donald K. White, J.D., Senior Deputy General Counsel and attorney for the IC, Ian J. Cumings, J.D., Deputy General Counsel and attorney for the IC, and Jose Hiram Alvarez, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, John A. Hunt, Esq., of the law firm of Clark Hill, PLLC, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

1. Respondent is a medical doctor currently licensed in active 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. His license was originally issued on December 5, 2003 (License No. 10765).

2. On September 28, 2022, in Case No. 21-28177-2, the IC filed a Second Amended Formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges four (4) violations of NRS 630.301(4), Malpractice (Counts I-IV); four (4) violations of NRS 630.306(1)(e), Practice Beyond Scope of License (Counts V-VIII);

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.

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

1 and four (4) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts
2 IX-XII). By reason of the foregoing, Respondent is subject to discipline by the Board as provided in
3 NRS 630.352.

4 3. 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 concerning
6 the nature and significance of this Complaint.

7 4. 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 certain
9 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
12 NRS Chapter 233B and 622A. These rights include the right to a formal hearing on the allegations in
13 the Complaint, the right to representation by counsel, at his own expense, in the preparation and
14 presentation of his defense, the right to confront and cross-examine the witnesses and evidence against
15 him, the right to written findings of fact, conclusions of law and order reflecting the final decision of
16 the Board, and the right to judicial review of the Board's order, if the decision is adverse to him.

17 5. 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 concludes
21 that Respondent violated one or more provisions of the Medical Practice Act.

22 6. Respondent understands and agrees that this Agreement, by and between Respondent
23 and the IC, is not with the Board, and that the IC will present this Agreement to the Board for
24 consideration in open session at a duly noticed and scheduled meeting. Respondent understands
25 that the IC shall advocate for the Board's approval of this Agreement, but that the Board has
26 the right to decide in its own discretion whether or not to approve this Agreement. Respondent
27 further understands and agrees that if the Board approves this Agreement, then the terms and
28 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.** 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, he 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 the Respondent, Respondent does not admit to Counts I-IV of the formal Complaint,
10 NRS 630.301(4)—Malpractice, but Respondent acknowledges there may be sufficient evidence
11 presented at a hearing, such that the Board could conclude that Counts I-IV could be proven, and
12 the Respondent agrees that the Board may enter a finding that he violated Counts I-IV as part of
13 this agreement.

14 a. Respondent admits to Counts IX-XII four (4) violations of
15 NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records.

16 b. Respondent will pay the costs and expenses incurred in the investigation
17 and prosecution of the above-referenced matter in four (4) equal payments of one thousand seven
18 hundred eighty dollars and eighty cents (\$1780.80). The first payment is due on or before July 9,
19 2023, the second payment is due on or before August 9, 2023, the third payment is due on or
20 before September 9, 2023, and the final payment is due on or before October 9, 2023. The total
21 amount of costs and expenses paid to complete the agreement is seven thousand one hundred
22 twenty-three dollars and eighteen cents (\$7,123.18). The costs and expenses as well as the
23 payment plan are subject to the Board's acceptance, adoption and approval of this Agreement.

24 c. Respondent shall pay a fine in four (4) equal payments of one thousand two
25 hundred fifty dollars (\$1,250.00). The first payment is due on or before July 9, 2023, the second
26 payment is due on or before August 9, 2023, the third payment is due on or before September 9,
27 2023, and the final payment is due on or before October 9, 2023. The total fine pursuant to this
28

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559

1 agreement is five thousand dollars (\$5,000.00). The fine as well as the payment plan are subject
2 to the Board's acceptance, adoption and approval of this Agreement.

3 d. Pursuant to NRS 630.255, Respondent shall immediately place his license
4 in inactive status, and it shall remain inactive until further order of the Board. Should Respondent
5 choose to reactivate his license to practice medicine, he acknowledges and agrees that he shall
6 perform twenty (20) hours of Continued Medical Education (CME) related to proper medical
7 record keeping within six (6) months from the date of his reactivation of his license to practice
8 medicine in the State of Nevada. The aforementioned hours of CME shall be in addition to the
9 CME requirements that are regularly imposed upon Respondent as a condition of licensure in the
10 State of Nevada pursuant to NAC 630.153(1).

11 e. Should Respondent choose to reactivate his license to practice medicine, he
12 acknowledges and agrees that he shall not perform cosmetic surgery until such time as he has
13 completed the Certified General Cosmetic Surgery Fellowship offered by the American Academy
14 of Cosmetic Surgery, the cost of which shall be borne by the Respondent and provides
15 confirmation of such to the Board within sixty (60) days of completion.

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

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

19 h. The remaining counts of the Complaint, and any other claims arising from
20 the Board's corresponding investigative file(s), shall be dismissed with prejudice.

21 6. **Release from Liability.** In execution of this Agreement, Respondent understands
22 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
23 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
24 are immune from civil liability for any decision or action taken in good faith in response to
25 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
26 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
27 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
28 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and

1 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
2 any or all of the persons, government agencies or entities named in this paragraph arising out of,
3 or by reason of, this investigation, this Agreement or the administration of the case referenced
4 herein.

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

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

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

22 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not
23 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
24 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
25 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
26 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
27 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
28 this Complaint and from participating in disciplinary proceedings against Respondent, including

1 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
2 such member absent evidence of bad faith.

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

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

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

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

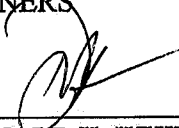
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

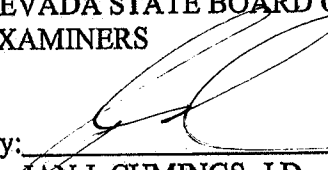
1 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid
2 as a condition of this Agreement may subject Respondent to civil collection efforts.

3
4 DATED this 20th day of April, 2023. DATED this 20th day of April, 2023.

5 INVESTIGATIVE COMMITTEE OF THE
6 NEVADA STATE BOARD OF MEDICAL
7 EXAMINERS


INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL
EXAMINERS

8 By: 
9 DONALD K. WHITE, J.D.
10 Senior Deputy General Counsel
11 9600 Gateway Drive
12 Reno, NV 89521
13 Tel: (775) 688-2559
14 Email: dwhite@medboard.nv.gov
15 *Attorney for the Investigative Committee*

By: 
IAN J. CUMINGS, J.D.
Deputy General Counsel
9600 Gateway Drive
Reno, NV 89521
Tel: (775) 688-2559
Email: icumings@medboard.nv.gov
Attorney for the Investigative Committee.

14 DATED this 29 day of March, 2023. DATED this 29 day of March, 2023.

15 CLARK HILL PLLC
16
17 By: 
18 JOHN A. HUNT, ESQ.
19 3800 Howard Hughes Parkway, Suite 500
20 Las Vegas, NV 89169
21 Tel: (702) 862-8300
22 Email: jhunt@clarkhill.com
23 *Attorney for Respondent*

By: 
JOSE HIRAM ALVAREZ, M.D.
Respondent

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 21-28177-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 9th day of June, 2023.

DATED this 9th day of June, 2023.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By:



AURY NAGY, M.D.
Board President