

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

3 \* \* \* \* \*

4  
5 **In the Matter of Charges and Complaints**

**Case Nos. 24-5474-1 & 24-5474-2**

6 **Against:**

**FILED**

7 **ANDREW JACKSON WELCH, M.D.,**

SEP 13 2024

8 **Respondent.**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: W. Small

10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners  
12 (Board), by and through Donald K. White, Senior Deputy General Counsel for the Board and  
13 attorney for the IC, and Andrew Jackson Welch, M.D. (Respondent), a licensed physician in  
14 Nevada, hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

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  
19 Nevada. His license was originally issued on December 2, 1978 (License No. 3713).

20 2. On July 11, 2024, in Case No. 24-5474-1, 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(4), Malpractice (Count I) and one (1)  
23 violation of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Count II). On July  
24 15, 2024, in case 24-5474-2, the IC filed a formal Complaint charging Respondent with violating  
25 the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of  
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27 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter and any  
28 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 NRS 630.301(4), Malpractice (Count I) and one (1) violation of NRS 630.3062(1)(a), Failure to  
2 Maintain Proper Medical Records (Count II). By reason of the foregoing, Respondent is subject  
3 to discipline by the Board as provided in NRS 630.352.

4 3. Respondent was properly served with copies of both Complaints, has reviewed and  
5 understands the Complaints, and has had the opportunity to consult with competent counsel  
6 concerning the nature and significance of the Complaints.

7 4. Respondent is hereby advised of his rights regarding the administrative matters,  
8 and of his opportunity to defend against the allegations in the Complaints. Specifically,  
9 Respondent has certain rights in this administrative matter as set out by the United States  
10 Constitution, the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law  
11 (OML), which is contained in NRS Chapter 241, and the Nevada Administrative Procedure Act  
12 (APA), which is contained in NRS Chapter 233B and 622A. These rights include the right to a  
13 formal hearing on the allegations in the Complaints, the right to representation by counsel, at his  
14 own expense, in the preparation and presentation of his defense, the right to confront and cross-  
15 examine the witnesses and evidence against him, the right to written findings of fact, conclusions  
16 of law and order reflecting the final decision of the Board, and the right to judicial review of the  
17 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.

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1 Respondent further understands and agrees that if the Board approves this Agreement, then the  
2 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

3 **B. TERMS & CONDITIONS**

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

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

10 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**

11 Respondent acknowledges he is not represented by counsel and wishes to resolve the matters  
12 addressed herein without the assistance of counsel. Respondent agrees that if representation by  
13 counsel in this matter materially changes prior to entering into this Agreement and for the duration  
14 of this Agreement, that counsel for the IC will be timely notified of the material change.  
15 Respondent agrees that he knowingly, willingly and intelligently enters into this Agreement after  
16 deciding to proceed without the assistance and advice of legal counsel.

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

27 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering  
28 into this Settlement Agreement, the allegations of the Complaints remain unproven. Respondent

1 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in  
2 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges  
3 Respondent is not admitting that the IC's claims/counts as alleged in the Complaints have merit  
4 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential  
5 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has  
6 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the  
7 Complaints, but for the purposes of resolving the matter and for no other purpose, Respondent  
8 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to  
9 effectuate this Agreement.

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

14           a.     Respondent does not admit to Count I, one (1) violation of NRS 630.301(4),  
15 Malpractice, and Count II, one (1) violation of NRS 630.3062(1)(a), Failure to Maintain Proper  
16 Medical Records in Case No. 24-5474-2, but Respondent acknowledges there may be sufficient  
17 evidence presented at a hearing, such that the Board could conclude that Counts I and II could be  
18 proven, and the Respondent agrees that the Board may enter a finding that he violated Counts I  
19 and II as part of this agreement.

20           b.     Respondent will immediately cease the practice of medicine and voluntarily  
21 surrender his license to practice medicine within the State of Nevada.

22           c.     Respondent agrees that he will not be eligible to reapply for licensure to  
23 practice medicine within the State of Nevada before September 12, 2027.

24           d.     Respondent will pay the costs and expenses incurred in the investigation  
25 and prosecution of the above-referenced matter, in the amount of five thousand two hundred four  
26 dollars and eighty-four cents (\$5,204.84), with those costs and expenses to be immediately stayed,  
27 until such time as Respondent reapplies for licensure, at which time, Respondent is thereby

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1 ordered to pay the aforementioned costs and expenses immediately upon submitting his  
2 application for licensure.

3 e. 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 f. Respondent shall receive a Public Letter of Reprimand.

6 g. The remaining Complaint in Case No. 24-5474-1, and any other claims  
7 arising from the Board's corresponding investigative file(s), shall be dismissed with prejudice.

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

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

25 Respondent acknowledges that such contacts and communications may be made or  
26 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board  
27 meeting where this Agreement is discussed, and that such contacts and communications may  
28 include, but may not be limited to, matters concerning this Agreement, the Complaints and any

1 and all information of every nature whatsoever related to this matter. The IC and its counsel agree  
2 that Respondent and/or Counsel for the Respondent may appear at the Board meeting where this  
3 Agreement is discussed and, if requested, respond to any questions that may be addressed to the  
4 IC or the IC's counsel.

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

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

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

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

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

27 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term  
28 or condition of this Agreement once the Agreement has been accepted, approved and adopted by

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

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

8 DATED this 21<sup>st</sup> day of August, 2024. READ AND UNDERSTOOD.  
9 INVESTIGATIVE COMMITTEE OF THE DATED this 21 day of August, 2024.  
10 NEVADA STATE BOARD OF MEDICAL  
11 EXAMINERS

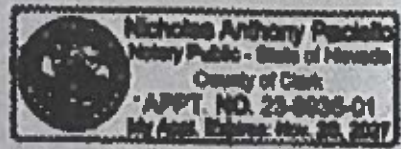
12 By: [Signature]  
13 DONALD K. WHITE  
14 Senior Deputy General Counsel  
15 9600 Gateway Drive  
16 Reno, NV 89521  
17 Tel: (775) 688-2559  
18 Email: dwhite@medboard.nv.gov  
19 Attorney for the Investigative Committee

By: [Signature]  
ANDREW JACKSON WELCH, M.D.  
Nevada License No. 3713  
Respondent

18 STATE OF Nevada )  
19 ) ss.  
20 COUNTY OF CLARK )

20 SUBSCRIBED and SWORN to before me by  
21 Andrew Jackson Welch, M.D. on this 21 day  
22 of August, 2024.

24 [Signature]  
25 NOTARY PUBLIC



OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 895521  
(775) 688-2559

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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case Nos. 24-5474-1 and 24-5474-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 13th day of September, 2024.

DATED this 13th day of September, 2024.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:   
NICK M. SPIRTOS, M.D., F.A.C.O.G.  
*Board President*