

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

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

3 \* \* \* \* \*

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

**Case No. 23-28365-1 and 23-28365-2**

6 **Against:**

**FILED**

7 **BARRY JAMES RIVES, M.D.,**

JUN 07 2024

8 **Respondent.**

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 Ian J. Cumings, Senior Deputy General Counsel for the Board and  
13 attorney for the IC, and Barry James Rives, M.D. (Respondent), a licensed physician in Nevada,  
14 assisted by his attorney, Adam Garth, Esq., of the law firm of Quintairos, Prieto, Wood & Boyer,  
15 P.A., hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

16 **A. BACKGROUND**

17 1. Respondent is a medical doctor currently licensed in active status by the Board  
18 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada  
19 Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in  
20 Nevada. His license was originally issued on September 16, 2003 (License No. 10642).

21 2. On November 15, 2023, in Case No. 23-28365-1, the IC filed a formal Complaint  
22 (Complaint I) charging Respondent with violating the Medical Practice Act from events which  
23 occurred in 2015. Specifically, Complaint I alleges one (1) violation of NRS 630.301(4),  
24 Malpractice (Count I), and one (1) violation of NRS 630.3062(1)(a) Failure to Maintain Proper  
25 Medical Records, (Count II). Additionally, on November 15, 2023, in Case No. 23-28365-2, the  
26

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 IC filed a formal Complaint (Complaint II) charging Respondent with violating the Medical  
2 Practice Act from events which occurred in 2015. Specifically, Complaint II alleges two (2)  
3 violations of NRS 630.301(4), Malpractice, (Counts I and II), and one (1) violation of  
4 NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records, (Count III). Complaints I and  
5 II are herein referred to collectively as the "Complaints." By reason of the foregoing, Respondent  
6 is subject to discipline by the Board as provided in NRS 630.352.

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

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

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

26 6. Respondent understands and agrees that this Agreement, by and between  
27 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the  
28 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent

1 understands that the IC shall advocate for the Board's approval of this Agreement, but that the  
2 Board has the right to decide in its own discretion whether or not to approve this Agreement.  
3 Respondent further understands and agrees that if the Board approves this Agreement, then the  
4 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

5 **B. TERMS & CONDITIONS**

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

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

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

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

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

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

16           a.     Respondent admits to Count II, one (1) violation of NRS 630.3062(1)(a)  
17 Failure to Maintain Proper Medical Records, as alleged in Complaint I.

18           b.     Respondent admits to Counts I and II, two (2) violations of NRS 630.301(4)  
19 Malpractice, as alleged in Complaint II.

20           c.     Respondent will pay the costs and expenses incurred in the investigation  
21 and prosecution of the above-referenced matters within sixty (60) days of the Board's acceptance,  
22 adoption and approval of this Agreement, in the amount of seven thousand six hundred fifty-four  
23 dollars and twenty-five cents (\$7,654.25).

24           d.     Respondent shall pay a fine of seven thousand five hundred dollars (\$7,500)  
25 within sixty (60) days of the Board's acceptance, adoption and approval of this Agreement.

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

28           f.     Respondent shall receive a Public Letter of Reprimand.

1 g. The remaining counts of the Complaints, and any other claims arising from  
2 the Board's corresponding investigative case files, shall be dismissed with prejudice.

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

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

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

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

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

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

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

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

23           13.    Failure to Comply with Terms. Should Respondent fail to comply with any term  
24 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
25 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
26 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.  
27 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
28 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may

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1 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).  
2 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a  
3 condition of this Agreement may subject Respondent to civil collection efforts.

4 DATED this 16<sup>th</sup> day of January, 2024.

DATED this 12<sup>th</sup> day of January, 2024.

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

QUINTAIROS, PRIETO, WOOD &  
BOYER, P.A.

7  
8 By: 

By: 

9 IAN J. CUMINGS  
10 Senior Deputy General Counsel  
11 9600 Gateway Drive  
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15 *Attorney for the Investigative Committee*

ADAM GARTH, ESQ.  
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*Attorney for Respondent*

14 DATED this 12<sup>th</sup> day of January, 2024.

16 By: 

17 BARRY JAMES RIVES, M.D.,  
18 Nevada License No. 10642  
19 *Respondent*

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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case Nos. 23-28365-1 and 23-28365-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 7th day of June, 2024.

DATED this 7th day of June, 2024.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



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