

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
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Reno, Nevada 89521
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**BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA**

* * * * *

In the Matter of Charges and Complaint

Case No. 24-12965-1

Against:

FILED

FRANCIS ESCOLIN JIMENEZ, M.D.,

SEP 13 2024

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: V. Small

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Alexander J. Hinman, Deputy General Counsel for the Board and attorney for the IC, and Francis Escolin Jimenez, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Eric K. Stryker, Esq., of the law firm Wilson Elser Moskowitz Edelman and Dicker, LLP 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 January 7, 2000 (License No. 9268).

2. On April 5, 2024, in Case No. 24-12695-1, the IC filed a formal First Amended Complaint charging Respondent with violating the Medical Practice Act. Specifically, the First Amended Complaint alleges one (1) violation of NRS 630.301(7), Violation of Patient Trust and Exploitation of Physician and Patient Relationship for Financial or Personal Gain (Count I); one

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 (1) violation of NRS 630.301(9), Disreputable Conduct (Count II); one (1) violation of
2 NRS 630.301(6), Disruptive Behavior (Count III); and one (1) violation of NRS 630.301(11)(c),
3 Assault with Intent to Commit Sexual Assault (Count IV). By reason of the foregoing,
4 Respondent is subject to discipline by the Board as provided in NRS 630.352.

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

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

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

24 6. Respondent understands and agrees that this Agreement, by and between
25 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
26 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
27 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
28 Board has the right to decide in its own discretion whether or not to approve this Agreement.

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 First Amended Complaint, Respondent and the IC hereby agree to the following
6 terms and conditions:

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

10 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
11 Respondent acknowledges he is represented by counsel and wishes to resolve the matters
12 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
13 matter materially changes prior to entering into this Agreement and for the duration of this
14 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
15 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
16 have a full consultation with and upon the 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 First
23 Amended Complaint filed in this matter, including defense of the First Amended Complaint,
24 adjudication of the allegations set forth in the First Amended Complaint, and imposition of any
25 disciplinary actions or sanctions ordered by the Board. Respondent agrees to settle and resolve the
26 allegations of the First Amended Complaint as set out by this Agreement, without a hearing or any
27 further proceedings and without the right to judicial review.

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

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

16 a. Respondent admits to Count I, one (1) violation of NRS 630.301(7),
17 Violation of Patient Trust and Exploitation of Physician and Patient Relationship for Financial or
18 Personal Gain.

19 b. Respondent shall pay the costs and expenses incurred in the investigation
20 and prosecution of the above-referenced matter, in the amount of three thousand two hundred
21 seventy-seven dollars and twenty-eight cents (\$3,277.28). Respondent shall pay the
22 aforementioned costs and expenses by way of an initial payment of two hundred seventy-three
23 dollars and eighteen cents (\$273.18) due on or before November 13, 2024, and then eleven (11)
24 equal payments of two hundred seventy-three dollars and ten cents (\$273.10) due on or before the
25 thirteenth day of each month thereafter, with the final payment due November 13, 2025. The
26 costs and expenses as well as the payment plan are subject to the Board's acceptance, adoption
27 and approval of this Agreement.

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1 c. Respondent shall pay a fine of seven thousand five hundred dollars (\$7,500)
2 by way of twelve (12) equal payments of six hundred twenty-five dollars (\$625) with the first
3 payment due on or before November 13, 2024, and then eleven (11) remainder payments due on
4 or before the thirteenth day of each month thereafter, with the final payment due
5 November 13, 2025. This fine, as well as the payment plan, are subject to the Board's acceptance,
6 adoption and approval of this Agreement.

7 d. Respondent agrees to be accompanied by a medical chaperone during all
8 patient interactions for a period of six (6) months following the Board's approval, acceptance, and
9 adoption of this Agreement. The chaperone's name must be documented in the medical records
10 for each patient encounter.

11 e. Respondent agrees that Board compliance staff may ask for medical files at
12 any time during this six (6) month period at random to check compliance with the chaperone
13 requirement and should there be any failure to adhere to this term, additional action for failure to
14 comply with a Board order may be sought.

15 f. Respondent shall perform seven (7) hours of Continuing Medical Education
16 (CME) related to doctor/patient boundaries, within one hundred eighty (180) days of the Board's
17 acceptance, adoption, and approval of this Agreement. These seven (7) hours of CME shall be in
18 addition to the CME requirement regularly imposed upon Respondent as a condition of licensure
19 in the State of Nevada pursuant to NAC 630.125(1), and shall be approved by the Board prior to
20 their completion.

21 g. Respondent shall successfully complete the PROBE Ethics & Boundaries
22 Course offered by the Center for Personalized Education for Physicians (CPEP) within one
23 hundred eighty (180) days of the Board's acceptance, adoption, and approval of this Agreement.

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

26 i. Respondent shall receive a Public Letter of Reprimand.

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1 j. The remaining counts of the First Amended Complaint (Counts II, III, and
2 IV), and any other claims arising from the Board's corresponding investigative case file(s), shall
3 be dismissed with prejudice.

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

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

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

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 First Amended Complaint shall be dismissed with
5 prejudice.

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

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

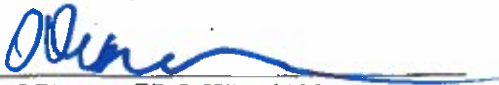
17 11. Forum Selection Clause. The parties agree that in the event either party is
18 required to seek enforcement of this Agreement in district court, the party's consent to such
19 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
20 State of Nevada,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


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


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

1 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
2 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
3 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
4 condition of this Agreement may subject Respondent to civil collection efforts.

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6 DATED this 26th day of August, 2024. DATED this 22nd day of August, 2024.
7 INVESTIGATIVE COMMITTEE OF THE WILSON ELSER MOSKOWITZ EDELMAN
8 NEVADA STATE BOARD OF MEDICAL & DICKER, LLP
9 EXAMINERS

10 By: 
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12 Deputy General Counsel
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Attorney for Respondent

16 DATED this 22 day of August, 2024.
17
18 By: 
19 FRANCIS ESCOLIN JIMENEZ, M.D.,
20 Nevada License No. 9268
21 *Respondent*

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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 24-12965-1) 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