

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case Nos. 24-53587-1
24-53587-2
24-53587-3

Against:

HISBAY HAIDER ALI, M.D.,

Respondent.

FILED

JUN 06 2025

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 Ian J. Cumings, Senior Deputy General Counsel for the Board and attorney for the IC, and Hisbay Haider Ali, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Richard Schonfeld, Esq., of the law firm of Chesnoff & Schonfeld, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

1. Respondent is a medical doctor currently licensed in suspended 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 31, 2020 (License No. 20660).

2. On March 18, 2024, in Case No. 24-53587-1, the IC filed a formal Complaint (Complaint I) 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 630.304(5), Influencing a Patient to Engage in Sexual Activity (Count II); one (1) violation of NRS 630.301(5), Engaging in Sexual Activity with a Patient (Count III); one (1)

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 violation of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count IV); one
2 (1) violation of NRS 630.306(1)(p), Unsafe or Unprofessional Conduct (Count V); one (1)
3 violation of NRS 630.301(9), Disreputable Conduct (Count VI); one (1) violation of
4 NRS 630.304(7), Terminating Medical Care without Adequate Notice to a Patient (Count VII);
5 and one (1) violation of NRS 630.301(7), Violation of Patient Trust and Exploitation of the
6 Physician and Patient Relationship for Financial or Personal Gain (Count VIII).

7 3. On April 24, 2024, in Case No. 24-53587-2, the IC filed a formal Complaint
8 (Complaint II) charging Respondent with violating the Medical Practice Act. Specifically,
9 Complaint II alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); one (1) violation
10 of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Count II); and one (1)
11 violation of NRS 630.306(1)(b)(3), Violation of the Statutes and Regulations of the Nevada State
12 Board of Pharmacy (Count III).

13 4. On October 11, 2024, in Case No. 24-53587-3, the IC filed a formal Complaint
14 (Complaint III) charging Respondent with violating the Medical Practice Act. Specifically,
15 Complaint III alleges one (1) violation of NRS 630.304(1), Dishonesty in Renewing a License,
16 (Count I); two (2) violations of NRS 630.306(1)(I), Failure to Report Criminal Action or
17 Conviction (Count II-III); and one (1) count of violation of NRS 630.301(9), Disreputable
18 Conduct (Count IV). Complaints I, II, and III are herein referred to collectively as the
19 "Complaints." By reason of the foregoing, Respondent is subject to discipline by the Board as
20 provided in NRS 630.352.

21 5. Respondent was properly served with a copy of the Complaints, has reviewed and
22 understands the Complaints, and has had the opportunity to consult with competent counsel
23 concerning the nature and significance of this Complaint.

24 6. Respondent is hereby advised of his rights regarding this administrative matter, and
25 of his opportunity to defend against the allegations in the Complaints. Specifically, Respondent
26 has certain rights in this administrative matter as set out by the United States Constitution, the
27 Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is
28 contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is

OFFICE OF THE GENERAL COUNSEL

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1 contained in NRS Chapter 233B and 622A. These rights include the right to a formal hearing on
2 the allegations in the Complaints, the right to representation by counsel, at his own expense, in the
3 preparation and presentation of his defense, the right to confront and cross-examine the witnesses
4 and evidence against him, the right to written findings of fact, conclusions of law and order
5 reflecting the final decision of the Board, and the right to judicial review of the Board's order, if
6 the decision is adverse to him.

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

12 8. Respondent understands and agrees that this Agreement, by and between
13 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
14 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
15 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
16 Board has the right to decide in its own discretion whether or not to approve this Agreement.
17 Respondent further understands and agrees that if the Board approves this Agreement, then the
18 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

19 **B. TERMS & CONDITIONS**

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

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

26 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
27 Respondent acknowledges he is represented by counsel and wishes to resolve the matters
28 addressed herein with said counsel. Respondent agrees that if representation by counsel in this

1 matter materially changes prior to entering into this Agreement and for the duration of this
2 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
3 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
4 have a full consultation with and upon the advice of legal counsel.

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

15 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering
16 into this Settlement Agreement, the allegations of the Complaints remain unproven. Respondent
17 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
18 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges
19 Respondent is not admitting that the IC's claims/counts as alleged in the Complaints have merit
20 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
21 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
22 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
23 Complaints, but for the purposes of resolving the matter and for no other purpose, Respondent
24 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
25 effectuate this Agreement.

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

5 a. Respondent admits to Count II, NRS 630.304(5), Influencing a Patient to
6 Engage in Sexual Activity; Count III, NRS 630.301(5), Engaging in Sexual Activity with a
7 Patient; and Count VII, NRS 630.304(7), Terminating Medical Care without Adequate Notice to a
8 Patient as alleged in Complaint I.

9 b. Respondent admits to Count I, NRS 630.301(4) Malpractice, and Count II,
10 NRS 630.3062(1)(a), Failure to Maintain Proper Records as alleged in Complaint II.

11 c. Respondent admits to Counts II and III, NRS 630.306(1)(I), Failure to
12 Report Criminal Action or Conviction as alleged in Complaint III.

13 d. Respondent will pay the costs and expenses incurred in the investigation
14 and prosecution of the above-referenced matters in the amount of sixty-two thousand eight
15 hundred eleven dollars and seventy-six cents (\$62,811.76). Respondent shall pay the
16 aforementioned costs and expenses by way of eighteen (18) payments, the first six (6) payments
17 shall be in the amount of one thousand dollars (\$1,000), the subsequent eleven (11) payments shall
18 be in the amount of four thousand seven hundred thirty-four dollars and thirty-one cents
19 (\$4,734.31) and the final payment which shall be in the amount of four thousand seven hundred
20 thirty-four dollars and thirty-five cents (\$4,734.35). The first of six (6) payments in the amount of
21 one thousand dollars (\$1,000) is due on or before July 15, 2025, the second payment is due on or
22 before August 15, 2025, the third payment is due on or before September 15, 2025, the fourth
23 payment is due on or before October 15, 2025, the fifth payment is due on or before November 15,
24 2025, and the sixth payment is due on or before December 15, 2025. The first of twelve (12)
25 payments in the amount of four thousand seven hundred thirty-four dollars and thirty-one cents
26 (\$4,734.31) is due on or before January 15, 2026, the second payment is due on or before
27 February 15, 2026, the third payment is due on or before March 15, 2026, the fourth payment is
28 due on or before April 15, 2026, the fifth payment is due on or before May 15, 2026, the sixth

1 payment is due on or before June 15, 2026, the seventh payment is due on or before July 15, 2026,
2 the eighth payment is due on or before August 15, 2026, the ninth payment is due on or before
3 September 15, 2026, the tenth payment is due on or before October 15, 2026, the eleventh
4 payment is due on or before November 15, 2026, and the final payment is due on or before
5 December 15, 2026 in the amount of four thousand seven hundred thirty-four dollars and thirty-
6 five cents (\$4,734.35). The total amount of costs and expenses paid to complete the agreement is
7 sixty-two thousand eight hundred eleven dollars and seventy-six cents (\$62,811.76). The costs
8 and expenses as well as the payment plan are subject to the Board's acceptance, adoption, and
9 approval of this Agreement.

10 e. Respondent shall pay a fine of twenty thousand dollars (\$20,000) in eleven
11 (11) equal payments of one thousand six hundred and sixty-six dollars and sixty-six cents
12 (\$1,666.66) and a twelfth final payment which shall be in the amount of one thousand six hundred
13 sixty-six dollars and seventy-four cents (\$1,666.74). The first is due on or before January 15,
14 2026, the second payment is due on or before February 15, 2026, the third payment is due on or
15 before March 15, 2026, the fourth payment is due on or before April 15, 2026, the fifth payment is
16 due on or before May 15, 2026, the sixth payment is due on or before June 15, 2026, the seventh
17 payment is due on or before July 15, 2026, the eighth payment is due on or before August 15,
18 2026, the ninth payment is due on or before September 15, 2026, the tenth payment is due on or
19 before October 15, 2026, the eleventh payment is due on or before November 15, 2026, and the
20 final payment is due on or before December 15, 2026 in the amount of one thousand six hundred
21 sixty-six dollars and seventy-four cents (\$1,666.74). The payment plan is subject to the Board's
22 acceptance, adoption, and approval of this Agreement.

23 f. Respondent's license shall remain in a suspended status for six (6) months
24 following the Board's acceptance and adoption of the Global Settlement Agreement (Suspension
25 Period). The lifting of the Respondent's suspension shall be contingent upon the following terms:

26 i. Respondent shall complete the Professional Problem-Based Ethics
27 Program (PROBE) offered by the Center for Personalized Education for Physicians (CPEP) and
28 pass without conditions, the cost of which shall be borne by the Respondent;

1 ii. Respondent shall be evaluated by a properly certified substance use
2 disorder/detoxification technician pursuant to NRS chapter 458 and undergo a substance use
3 disorder evaluation and follow the recommendations of the technician, the cost of which shall be
4 borne by the Respondent;

5 iii. Respondent shall undergo and pass a fitness for duty evaluation to
6 assess his competence and ability to practice medicine safely and ethically, the cost of which shall
7 be borne by the Respondent; and

8 iv. Respondent shall perform twenty (20) hours of Continued Medical
9 Education (CME), with ten (10) hours related to medical ethics, five (5) hours related to proper
10 prescribing practices, and five (5) hours related to alcohol and drug abuse. These twenty (20)
11 hours of CME are in addition to the CME requirements that are regularly imposed upon
12 Respondent as a condition of licensure in the State of Nevada pursuant to NAC 630.153(1), and
13 shall be approved by the Board prior to their completion.

14 g. Respondent must always be accompanied by a chaperone during any and all
15 interactions with female patients. A list of chaperones used by Respondent must be submitted to
16 the Board before Respondent begins practicing medicine. Further, Respondent agrees that the
17 Board may request records from his practice, or any practice he is associated with, to ensure
18 compliance with the chaperone requirement. This condition shall not be petitioned for removal by
19 Respondent for a minimum of three (3) years following the Board's acceptance, adoption, and
20 approval of this Agreement.

21 h. Respondent's license shall be revoked for five (5) years from the date of the
22 Board's acceptance, adoption, and approval of this agreement. The revocation shall be stayed,
23 and Respondent shall be subject to a term of probation for five (5) years from the date of the
24 Board's acceptance, adoption and approval of this Agreement. If Respondent fails to comply with
25 the terms and conditions of this probation or commits a new violation of the Medical Practice Act
26 during the probationary period, the stay of revocation will be immediately lifted, and the
27 revocation shall be in full effect. Respondent shall be subject to the following probationary terms
28 and conditions:

i. Respondent must be monitored by Strategic Management Services or other monitoring company approved in the reasonable judgement of the Board. The monitoring company shall provide quarterly reports to the Board regarding its review of Respondent's charts and patient records. Strategic Management Services, or other monitoring company, shall review 10% of Respondent's patient charts each quarter, not to exceed fifty (50) charts per quarter and provide a report to the Board. Strategic Management Services, or other monitoring company, will be reviewing all aspects of these patient charts, including legibility, completeness of records, verification of the presence of a chaperone for visits with female patients, and compliance with Nevada law regarding prescribing controlled substances, such as proof of regular Nevada State Pharmacy Board Prescription Monitoring Program report queries for patients;

ii. Respondent shall pay all costs associated with the monitoring of him and/or his practice conducted by Strategic Management Services or other monitoring company approved in the reasonable judgement of the Board; and

iii. Respondent shall obtain drug and alcohol counseling and remain in a drug and alcohol recovery program on at least a monthly basis for the duration of the probationary period. Respondent shall provide the name of his chosen therapist to the Board, and agrees to the therapist providing quarterly reports directly to the Board regarding his compliance with this provision. Respondent shall provide the Board any changes of contact information for the required drug and alcohol counseling immediately upon his learning of a change or as soon thereafter as possible.

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

j. Respondent shall receive a Public Letter of Reprimand.

k. The remaining counts of the Complaints, and any other claims arising from the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

6. **Release from Liability.** In execution of this Agreement, Respondent understands and agrees that the State of Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents

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

10 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
11 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
12 resolution of the Complaints. In the course of seeking Board acceptance, approval and adoption
13 of this Agreement, counsel for the IC may communicate directly with the Board staff and the
14 adjudicating members of the Board.

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

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

27 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not
28 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and

1 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
2 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
3 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
4 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
5 the Complaints and from participating in disciplinary proceedings against Respondent, including
6 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
7 such member absent evidence of bad faith.

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

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

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

17 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
18 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
19 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
20 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.
21 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
22 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
23 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
24 Additionally, failure to pay any fines, costs, expenses or fees owed to the Board pursuant to this
25 Agreement will result in immediate suspension pending resolution of any payment delinquency,
26 unless within ten (10) calendar days of the payment due date, Respondent notifies the Board in
27 writing of the inability to comply with the payment terms and requests to appear before the Board
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1 at the next regularly scheduled Board meeting to request a modification to the payment(s) ordered
2 in this Agreement.

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

5
6 DATED this 7th day of May, 2025.

7 INVESTIGATIVE COMMITTEE OF THE
8 NEVADA STATE BOARD OF MEDICAL
9 EXAMINERS

10 By: _____

11 IAN J. CUMINGS
12 Senior Deputy General Counsel
13 9600 Gateway Drive
14 Reno, NV 89521
15 Tel: (775) 688-2559
16 Email: icummings@medboard.nv.gov
17 Attorney for the Investigative Committee

DATED this 6th day of May, 2025.

CHESNOFF & SCHONFELD

By: _____

RICHARD SCHONFELD, ESQ.
520 S. Fourth Street
Las Vegas, NV 89101
Tel: (702) 384-5563
Email: rschonfeld@cslawoffice.net
Attorney for Respondent

18 DATED this 6th day of May, 2025.

19 By: _____

20 HISBAY HAIDER ALI, M.D.,
21 Nevada License No. 20660
22 Respondent
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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 24-53587-1, 24-53587-2, and 24-53587-3) was approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of June, 2025.

DATED this 6th day of June, 2025.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By:


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