

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

3 \* \* \* \* \*

4  
5 **In The Matter of Charges and** ) **Case No. 12-12597-1**  
6 **Complaint Against** )  
7 **MARIA CORAZON OROZCO REGALADO, M.D.,** )  
8 **Respondent.** )  
9 )

**FILED**

**JUN 28 2012**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

10  
11 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

12 **THIS AGREEMENT** is hereby entered into by and between the  
13 Investigative Committee ("IC") of the Nevada State Board of Medical Examiners (the "Board")  
14 composed of Theodore B. Berndt, M.D., Chairman, Valerie J. Clark, BSN, RHU, LUTCF,  
15 Member, and Michael J. Fischer, M.D., Member, in the above-captioned matter, by and through  
16 Bradley O. Van Ry, Esq., Deputy General Counsel for the Board and counsel for the IC, and  
17 Maria Corazon Orozco Regalado, M.D. (Respondent), by and through counsel  
18 L. Kristopher Rath, Esq., as follows:

19 **WHEREAS**, on January 20, 2012, the Board's IC filed a formal Complaint in the  
20 above-referenced matter charging Respondent with engaging in conduct that is grounds for  
21 discipline pursuant to the Nevada Medical Practice Act, i.e., Chapter 630 of the  
22 Nevada Revised Statutes (NRS), to wit: Count I, one count of aiding, assisting, employing or  
23 advising, directly or indirectly, any unlicensed person to engage in the practice of medicine  
24 contrary to the provisions of this chapter or the regulations of the Board, a violation of  
25 NRS 630.305(1)(e); Count II, one count of the willful failure to perform a statutory or other legal  
26 obligation imposed upon a licensed physician, a violation of NRS 630.3065(3); Count III, one  
27 count of the failure to report any person the licensee knows, or has reason to know, is in violation  
28 of the provisions of this chapter or the regulations of the Board within 30 days after the date the

1 licensee knows or has reason to know of the violation, a violation of  
2 NRS 630.3062(6);

3       **WHEREAS**, Respondent has received a copy of the formal Complaint, reviewed it,  
4 understands it, and has had ample opportunity to consult with her counsel concerning the nature  
5 and significance of the formal Complaint and Respondent is fully aware concerning her rights and  
6 defenses to the formal Complaint, as well as the possible sanctions that may be imposed if the  
7 Board finds and concludes that she has violated one or more provisions of the  
8 Medical Practice Act, and after due consideration concedes<sup>1</sup> that she engaged in conduct which is  
9 in violation of the Medical Practice Act as set forth in Count III;

10       **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by  
11 and between herself and the Board's IC, and not with the Board, but that the IC will present this  
12 Agreement to the Board for consideration in open session at a meeting duly noticed and scheduled,  
13 and that the IC shall advocate approval of this Agreement by the Board, but that the Board has the  
14 right to decide in its own discretion whether or not to approve this Agreement; and,

15       **WHEREAS**, Respondent understands and agrees that if the Board approves the terms,  
16 covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated  
17 below shall be binding and enforceable upon her.

18       **NOW THEREFORE**, in order to resolve this matter and all charges alleged by the  
19 Board's IC in the above-captioned matter, Respondent and the IC hereby agree to the following  
20 terms, covenants and conditions:

21       **1.       Jurisdiction**. Respondent is, and at all times mentioned in the formal Complaint  
22 filed in the above-captioned matter was, a physician licensed to practice medicine in the  
23 state of Nevada subject to the jurisdiction of the Board to hear and adjudicate charges of violations  
24 of the Medical Practice Act (NRS 630), and to impose sanctions as provided by the Act.

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26 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter  
27 and any subsequent related administrative proceedings or civil litigation involving the Board and  
28 Respondent. Therefore, said agreements and admissions by Respondent 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 court proceeding, or any other state or federal court.

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

2           Respondent is represented by legal counsel in this matter and has had ample opportunity to  
3 review this Agreement, the formal Complaint filed in this matter and the related factual basis with  
4 said legal counsel, L. Kristopher Rath, Esq. Respondent covenants and agrees that she enters into  
5 this Agreement knowingly, willingly and intelligently.

6           **3.       Waiver of Rights.** In connection with this Agreement, and the terms, covenants

7 and conditions contained herein, and the understanding that Respondent knowingly, willingly and  
8 intelligently waives all rights arising under or pursuant to the United States Constitution, the  
9 Constitution of the state of Nevada, NRS Chapter 630, NRS Chapter 233B, and any other statutory  
10 rights that may be available to her or that may apply to her in connection with the proceedings on  
11 the formal Complaint filed herein, the defense of said formal Complaint and the adjudication of  
12 the charges in said formal Complaint. Respondent further agrees that the matter of the formal  
13 Complaint herein may be settled and resolved in accordance with this Agreement without a  
14 hearing or any further proceedings, and without the right to judicial review. In the event this  
15 Agreement is not approved by the Board, this Agreement shall have no force and effect and shall  
16 be *void ab initio*, and Respondent shall have all rights arising under or pursuant to the  
17 United States Constitution, the Constitution of the state of Nevada, NRS Chapter 630,  
18 NRS Chapter 233B, and any other statutory rights that may be available to her or that may apply to  
19 her in connection with the proceeding on the formal Complaint filed herein.

20           **4.       Consent to Entry of Order.** In order to resolve the matter of these disciplinary

21 proceedings pending against her without any further costs and expense of providing a defense to the  
22 formal Complaint, Respondent hereby agrees<sup>2</sup> that the Board may issue an Order finding that  
23 Respondent has engaged in conduct that is grounds for discipline pursuant to the  
24 Nevada Medical Practice Act, to wit: the failure to report any person the licensee knows, or has

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26 <sup>2</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter  
27 and any subsequent related administrative proceedings or civil litigation involving the Board and  
28 Respondent. Therefore, said agreements and admissions by Respondent 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 court proceeding, or any other state or federal court.

1 reason to know, is in violation of the provisions of this chapter or the regulations of the Board  
2 within 30 days after the date the licensee knows or has reason to know of the violation, a violation  
3 of NRS 630.3062(6), as set forth in Count III of the formal Complaint; and ordering that:

- 4 a. Respondent shall be issued a public reprimand;
- 5 b. Respondent shall pay a fine of \$500.00 within ninety (90) days of the  
6 Board's acceptance and approval of this Agreement;
- 7 c. Respondent shall perform forty (40) hours of community service with the  
8 Ad Hoc Task Force on Unlicensed Healthcare within six (6) months of the Board's acceptance and  
9 approval of this Agreement<sup>3</sup>;
- 10 d. Pursuant to NRS 622.400, Respondent shall reimburse the sum of \$900.63,  
11 the current amount of the costs incurred by the Board to investigate and prosecute this matter,  
12 along with the costs to conclude the matter, if any. The costs shall be paid to the  
13 Nevada State Board of Medical Examiners within ninety (90) days of the Board's acceptance and  
14 approval of this Agreement;
- 15 e. The terms of this Agreement shall be reported as required by law; and,
- 16 f. The Board shall dismiss Counts I and II of the formal Complaint.

17 **5. Release From Liability.** In execution of this Agreement, the Respondent, for  
18 herself, her executors, successors and assigns, hereby releases and forever discharges the state of  
19 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and  
20 employees in their representative capacities, and in their individual capacities, from any and all  
21 manner of actions, causes of action, suits, debts, judgments, executions, claims and demands  
22 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have  
23 or claim to have, against any or all of the persons or entities named in this paragraph arising out of  
24 or by reason of this investigation, this Agreement or its administration.

25 **6. Procedure of Adoption of Agreement.** The IC and counsel for the IC shall  
26 recommend approval and adoption of the terms, covenants and conditions contained herein by the

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28 <sup>3</sup> Respondent may commence this community service at any time, including prior to the Board's  
approval of this Agreement. Should the Board approve this Agreement, any community service  
hours completed prior to that approval will count toward the forty (40) required hours.

1 Board in resolution of the formal Complaint pending herein against Respondent. In the course of  
2 seeking Board approval, adoption and/or acceptance of this Agreement, counsel for the IC may  
3 communicate directly with the Board staff and members of the panel of the Board who would  
4 adjudicate this case if it were to go to hearing.

5 Respondent acknowledges that such contacts and communication may be made or  
6 conducted ex parte, without notice or opportunity to be heard on her part or on the part of her  
7 counsel until the public Board meeting where this Agreement is discussed, and that such contacts  
8 and communications may include, but not be limited to, matters concerning this Agreement, the  
9 formal Complaint, and any and all information of every nature whatsoever related to the formal  
10 Complaint or the proceedings herein against Respondent. The IC and its counsel agree that  
11 Respondent and/or her counsel may appear at the Board meeting where this Agreement is  
12 discussed, and if requested, respond to any questions that may be addressed to the IC or its  
13 counsel.

14 7. **Effect of Acceptance of Agreement by Board.** In the event the Board approves,  
15 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the  
16 IC will cause to be entered herein the Board's Order accepting, adopting and approving this  
17 Settlement, Waiver and Consent Agreement, ordering full compliance with the terms herein and  
18 ordering that this case be closed, subject to the provisions in Paragraph 4.

19 8. **Effect of Rejection of Agreement by Board.** In the event the Board does not  
20 approve, accept and adopt the terms, covenants and conditions set out in this Agreement, this  
21 Agreement shall be null, void, and of no further force and effect except as to the following  
22 covenant and agreement regarding disqualification of adjudicating Board panel members.  
23 Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing  
24 contained herein and nothing that occurs pursuant to efforts of the IC or its counsel to seek  
25 acceptance and adoption of this Agreement by the Board shall disqualify any member of the  
26 adjudicating panel of the Board from considering the charges against Respondent and participating  
27 in the disciplinary proceeding in any role, including adjudication of the case. Respondent further  
28 agrees that she shall not seek to disqualify any such member absent evidence of bad faith.

1           **9.     Binding Effect.** Providing this Agreement is approved by the Board, Respondent  
2 covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent  
3 and the Board's IC, which contract may be enforced in a court or tribunal having jurisdiction.

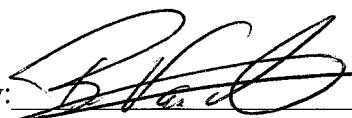
4           **10.    Forum Selection Clause.** Respondent covenants and agrees that in the event either  
5 party is required to seek enforcement of this Agreement in the district court, she consents to such  
6 jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the  
7 Second Judicial District Court of the State of Nevada in and for the County of Washoe.

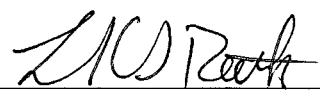
8           **11.    Attorneys' Fees and Costs.** Respondent covenants and agrees that in the event an  
9 action is commenced in the district court to enforce any provision of this Agreement, the  
10 prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

11           **12.    Failure to comply with terms.** In the event the Board enters its Order approving  
12 this Agreement, should Respondent fail to comply with the terms recited herein, the Board would  
13 then have grounds, after notice and a hearing, to take disciplinary action against Respondent in  
14 addition to that included herein for the subject's violation of an Order of the Board in accordance  
15 with NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the Board for monies  
16 agreed to be paid as a condition of settlement may subject Respondent to civil collection efforts.

17 Dated this 24<sup>th</sup> day of April 2012.

Dated this 19<sup>th</sup> day of April, 2012.

18  
19 By:   
20 Bradley O. Van Ry, Esq.  
21 Attorney for the Investigative Committee

By:   
L. Kristopher Rath, Esq.  
Attorney for Respondent

22 UNDERSTOOD AND AGREED:

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25 Maria Corazon Orozco Regalado, M.D., Respondent  
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**IT IS HEREBY ORDERED** that the foregoing Settlement, Waiver and Consent Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 8<sup>th</sup> day of June 2012, with the final total amount of costs due of \$900.63.



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Benjamin J. Rodriguez, M.D., President  
NEVADA STATE BOARD OF MEDICAL EXAMINERS