

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

3 * * * * *

4
5
6 **In the Matter of Charges and**)
7)
8 **Complaint Against**)
9 **RENEE L. NGO, M.D.,**)
10 **Respondent.**)

Case No. 12-28979-1

FILED

NOV 30 2012

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

11
12 **SETTLEMENT AGREEMENT**

13 **THIS AGREEMENT** is entered into by and between the Investigative Committee (IC) of the
14 Nevada State Board of Medical Examiners (Board), composed of Benjamin J. Rodriguez, M.D.,
15 Beverly A. Neyland, M.D., and Ms. Donna A. Ruthe, by and through Edward O. Cousineau, Esq., Deputy
16 Executive Director for the Board and counsel for the IC, and Renee L. Ngo, M.D. (Respondent), by and
17 through his counsel, Maria Nutile, Esq., as follows:

18 **WHEREAS**, on July 18, 2012, the Board's IC filed a formal Complaint in the above-referenced
19 matter charging Respondent with engaging in conduct that is grounds for discipline pursuant to the
20 Medical Practice Act, Nevada Revised Statutes (NRS) Chapter 630, to wit: a five-count violation of
21 Nevada Revised Statute (NRS) 630.3062(1); more specifically, failure to maintain timely, legible,
22 accurate and complete medical records relating to the diagnosis, treatment and care of patients; and

23 **WHEREAS**, Respondent has received and reviewed a copy of the Complaint, understands it, and
24 has been afforded the opportunity to consult with counsel concerning the nature and significance of the
25 Complaint, and Respondent fully understands his rights and defenses regarding the Complaint, as well as
26 the possible sanctions that may be imposed if the Board finds and concludes that he has engaged in
27 conduct that is grounds for discipline pursuant to the Medical Practice Act; and

28 ///

1 **WHEREAS**, Respondent understands and agrees that he has certain rights under the United States
2 Constitution and the constitution of the state of Nevada, as well as under the Medical Practice Act
3 (NRS Chapter 630) and the Nevada Administrative Procedures Act (NRS Chapter 233B), including but
4 not limited to the right to a formal hearing on the charges against him, the right to representation by
5 counsel in the preparation and presentation of his defense, the right to confrontation and cross-examination
6 of witnesses against him, the right to written findings, conclusions of law, and order regarding a final
7 decision by the Board, and the right to judicial review of any final decision by the Board that is adverse to
8 him; and

9 **WHEREAS**, Respondent, based upon his understanding of the relevant facts and circumstances,
10 and subject to the conditions set forth in this Agreement, desires to waive all of his rights under the United
11 States Constitution, the constitution of the state of Nevada, the Medical Practice Act and the Nevada
12 Administrative Procedures Act, including but not limited to the right to a hearing on the charges and a
13 written findings of fact, conclusions of law and order, and he desires to settle and resolve this matter of the
14 formal Complaint against him by way of and in accordance with this Settlement Agreement; and

15 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by and
16 between himself and the Board's IC, and not with the Board, but that the IC will present this Agreement to
17 the Board for consideration in open session at a regular meeting duly noticed and scheduled, and that the
18 IC will advocate approval of this Agreement by the Board, but that the Board has the right to decide in its
19 own discretion whether or not to approve this Agreement; and

20 **WHEREAS**, Respondent understands and agrees that if the Board approves the terms, covenants
21 and conditions of this Agreement, then the terms, covenants and conditions enumerated below shall be
22 binding and enforceable upon him; and

23 **WHEREAS**, Respondent understands and agrees that if the Board does not approve the terms,
24 covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated below
25 shall not be binding and enforceable upon him except the provisions as to disqualification of adjudicating
26 panel members in paragraph number 8, and he will be provided with an opportunity to defend himself
27 against the charges against him at a regularly scheduled hearing in accordance with all applicable laws.

28 ///

1 **NOW, THEREFORE**, in order to resolve the pending Complaint and charges brought against
2 him by the Board's IC in the above-captioned matter, Respondent and the IC hereby agree to the following
3 terms, covenants and conditions:

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

8 2. **Representation by Counsel**. Respondent is represented by counsel named herein, whom
9 Respondent covenants and agrees is fully capable, competent and fully advised in these circumstances and
10 Respondent further covenants and agrees that he enters into this Agreement knowingly, willingly and
11 intelligently, after full consultation with and upon the advice of counsel.

12 3. **Waiver of Rights**. In connection with this Agreement, and the terms, covenants and
13 conditions contained herein, Respondent knowingly, voluntarily and intelligently waives all rights arising
14 under or pursuant to the United States Constitution, the constitution of the state of Nevada, NRS
15 Chapter 630 and NRS Chapter 233B that may be available to him or that may apply to him in connection
16 with the proceedings on the Complaint filed herein, the defense of said Complaint, the adjudication of the
17 charges in said Complaint, and the imposition of sanctions, and Respondent further agrees that the matter
18 of the disciplinary action commenced by the Complaint herein may be settled and resolved in accordance
19 with this Agreement without a hearing or any further proceeding, and without the right to judicial review.

20 4. **Consent to Entry of Order**. In order to resolve the matter of these disciplinary
21 proceedings pending against him without any further costs and expense of providing a defense to the
22 Complaint, Respondent hereby agrees, and does not contest, that an order may be entered herein by the
23 Board finding that there is evidence Respondent has engaged in conduct that is grounds for discipline
24 pursuant to the Medical Practice Act, to wit: that in treating the patients referenced in the original
25 Complaint filed by the IC, Respondent failed to maintain timely, legible and complete accurate medical
26 records, and as a result, Respondent committed five violations of NRS 630.3062(1). For these
27 violations, Respondent shall be fined in the amount of \$2,500.00. Further, Respondent shall reimburse
28 the Board the reasonable costs and expenses incurred in the investigation and prosecution of this case in

1 the current amount of \$4,087.40, plus any additional costs that may be accrued subsequent in the
2 disposition of this matter. The aforementioned fine and costs are to be paid to the Board within ninety
3 (90) days of the acceptance, adoption and approval of this Agreement by the Board. A final accounting
4 of any additional costs will be provided to Respondent in the entry of the Board's order relating to the
5 matter.

6 5. **Release From Liability.** In execution of this Settlement Agreement, the Respondent,
7 for himself, his executors, successors and assigns, hereby releases and forever discharges the state of
8 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and employees in
9 their individual and representative capacities, from any and all manner of actions, causes of action,
10 suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or
11 equity, that Respondent ever had, now has, may have or claim to have, against any or all of the persons
12 or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary
13 action, this settlement or its administration.

14 6. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
15 recommend approval and adoption of the terms, covenants and conditions contained herein by the
16 Board in resolution of the disciplinary proceedings pending herein against Respondent pursuant to the
17 formal Complaint. In the course of seeking Board approval, adoption and/or acceptance of this
18 Agreement, counsel for the IC may communicate directly with the Board staff and members of the panel
19 of the Board that would adjudicate this case if it were to go to hearing. Respondent covenants and
20 agrees that such contacts and communication may be made or conducted ex parte, without notice or
21 opportunity to be heard on his part, and that such contacts and communications may include, but not be
22 limited to, matters concerning this Agreement, the Complaint, the allegations in the Complaint, any and
23 all evidence that may exist in support of the Complaint, and any and all information of every nature
24 whatsoever related to the Complaint or the proceedings herein against Respondent.

25 7. **Effect of Acceptance of Agreement by Board.** In the event the Board approves,
26 accepts and adopts the terms, covenants and conditions set out in this Agreement, the Board will enter
27 an order consistent with the terms noted previously in paragraph number 4, and dismissing the
28 underlying Complaint.

1 8. **Effect of Rejection of Agreement by Board.** In the event the Board does not approve,
2 accept and adopt the terms, covenants and conditions set out in this Agreement, this Agreement shall be
3 null, void and of no further force and effect except as to the following covenant and agreement
4 regarding disqualification of adjudicating Board panel members. Respondent agrees that, not
5 withstanding rejection of this Agreement by the Board, nothing contained herein and nothing that
6 occurs pursuant to efforts of the IC or its counsel to seek acceptance and adoption of this Agreement by
7 the Board shall disqualify any member of the adjudicating panel of the Board from considering the
8 charges against Respondent and participating in the disciplinary proceedings in any role, and
9 Respondent further agrees that he shall not seek to disqualify any such member absent evidence of bad
10 faith.

11 9. **Binding Effect.** Respondent covenants and agrees that this Agreement is a binding and
12 enforceable contract upon Respondent and the Board's IC, which contract may be enforced in a court or
13 tribunal having jurisdiction. Further, failure to comply with the terms recited herein may result in
14 additional disciplinary action being initiated against Respondent for violation of an order of the Board
15 in accordance with NRS 630.3065(2)(a). Additionally, failure to pay any fine or cost ordered herein may
16 also result in such legal action as determined to be necessary to collect the unpaid fine, fee or cost.

17 10. **Forum Selection Clause.** Respondent covenants and agrees that in the event either
18 party is required to seek enforcement of this Agreement in the district court, he consents to such
19 jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second Judicial District
20 Court of the state of Nevada in and for the county of Washoe.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

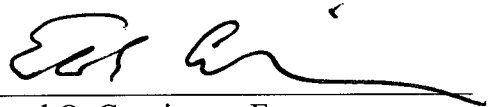
27 ///


28 ///


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

4
5 Dated this 8th October day of ~~September~~, 2012.


Dated this 28 day of September, 2012.

6
7 
8 Edward O. Cousineau, Esq.
9 Attorney for the Investigative Committee
of the Nevada State Board of Medical Examiners


Maria Nutile, Esq.
Attorney for Renee L. Ngo, M.D.

10
11 
12 Renee L. Ngo, M.D.
13 Respondent
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **IT IS HEREBY ORDERED** that the foregoing Settlement, Waiver and Consent Agreement is
2 approved and accepted by the Nevada State Board of Medical Examiners on the 30th day of
3 November 2012, with the final total amount of costs due of \$4,087.40.

4 

5 _____
6 Benjamin J. Rodriguez, M.D., President
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28