

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

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6 **In the Matter of Charges and** ) **Case No. 12-28540-2**  
7 **Complaint Against** )  
8 **ANGELA LORENZO, P.A.-C,** )  
9 **Respondent.** )

**FILED**

**DEC 11 2013**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

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12 **SETTLEMENT AGREEMENT**

13 **THIS AGREEMENT** is entered into by and between the Investigative Committee (IC) of  
14 the Nevada State Board of Medical Examiners (Board) composed of  
15 Theodore B. Berndt, M.D., Chairman, Ms. Valerie Clark BSN, RHU, LUTCF, Member, and  
16 Michael J. Fischer, M.D., Member, by and through Bradley O. Van Ry, Esq.,  
17 Board General Counsel and attorney for the IC, and Angela Lorenzo, P.A.-C (Respondent), by and  
18 through her counsel, Jacob L. Hafter, Esq., of Hafter Law, as follows:

19 **WHEREAS**, on May 17, 2012, the Board's IC filed a Complaint in the above-captioned  
20 matter charging Respondent with engaging in conduct that is grounds for discipline pursuant to the  
21 Medical Practice Act (MPA), Nevada Revised Statutes (NRS) Chapter 630 and Nevada  
22 Administrative Code (NAC) Chapter 630, to wit: Count I, one count of malpractice, defined by  
23 NAC 630.040 as the failure of a physician assistant, in treating a patient, to use the reasonable  
24 care, skill, or knowledge ordinarily used under similar circumstances, a violation of  
25 NAC 630.380(1)(f); Count II, one count of malpractice, defined by NAC 630.040 as the failure of  
26 a physician assistant, in treating a patient, to use the reasonable care, skill, or knowledge ordinarily  
27 used under similar circumstances, a violation of NAC 630.380(1)(f); Count III, one count of the  
28 continual failure to exercise the skill or diligence or use the methods ordinarily exercised under the

1 same circumstances by a physician assistant in good standing practicing in the same specialty or  
2 field, a violation of NRS 630.306(7); and Count IV, one count of failure to maintain timely,  
3 legible, accurate and complete medical records relating to the diagnosis, treatment and care of a  
4 patient, a violation of NRS 630.3062(1);

5 **WHEREAS**, on January 30, 2012, the Board's IC filed a Complaint against Respondent in  
6 Case No. 12-28540-1, charging Respondent with engaging in conduct that constitutes multiple  
7 violations that are grounds for discipline pursuant to the MPA;

8 **WHEREAS**, the Board currently has multiple open investigations pending against  
9 Respondent;

10 **WHEREAS**, Respondent has received a copy of the instant formal Complaint, reviewed it,  
11 understands it, and has had ample opportunity to consult with her counsel concerning the nature  
12 and significance of the formal Complaint in this matter. Respondent has done likewise with the  
13 formal Complaint in case number 12-28540-1, and has had ample opportunity to consult with her  
14 counsel concerning the nature and significance of all open investigative complaints against her as  
15 described below. Respondent is fully aware concerning her rights and defenses to the open formal  
16 Complaints and the open investigative complaints, as well as the possible sanctions that may be  
17 imposed if the Board finds and concludes that she has engaged in conduct that is grounds for  
18 discipline pursuant to the MPA;

19 **WHEREAS**, Respondent understands and agrees that this Settlement Agreement  
20 (Agreement) is entered into by and between herself and the Board's IC, and not with the Board,  
21 but that the IC will present this Agreement to the Board for consideration in open session at a  
22 meeting duly noticed and scheduled. Respondent understands that the IC shall advocate approval  
23 of this Agreement by the Board, but that the Board has the right to decide in its own discretion  
24 whether or not to approve this Agreement; and,

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

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1           **NOW THEREFORE**, in order to resolve this matter and all charges alleged by the  
2 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 formal Complaint  
5 filed in the above-captioned matter was, a physician assistant licensed to practice medicine in the  
6 state of Nevada subject to the jurisdiction of the Board to hear and adjudicate charges of violations  
7 of the MPA, and to impose sanctions as provided by the MPA.

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

9           Respondent is represented by legal counsel in this matter and has had ample opportunity to  
10 review this Agreement, the formal Complaints filed against her, the open investigative complaints  
11 against her and the related factual bases of all the foregoing with said legal counsel,  
12 Jacob L. Hafter, Esq. Respondent covenants and agrees that she enters into this Agreement  
13 knowingly, willingly and intelligently.

14           **3.     Waiver of Rights.** Respondent waives all rights in connection with this  
15 Agreement, and the terms, covenants and conditions contained herein, and with the understanding  
16 that Respondent knowingly, willingly and intelligently waives all rights arising under or pursuant  
17 to the United States Constitution, the Constitution of the state of Nevada, the MPA,  
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 proceedings on the formal Complaint filed herein, the defense of said  
20 formal Complaint and the adjudication of the charges in said formal Complaint.

21           Respondent agrees that the matter of the formal Complaint herein may be settled and  
22 resolved in accordance with this Agreement without a hearing or any further proceedings, and  
23 without the right to judicial review. In the event this Agreement is not approved by the Board, this  
24 Agreement shall have no force and effect and shall be *void ab initio*, and Respondent shall have all  
25 rights arising under or pursuant to the United States Constitution, the Constitution of the state of  
26 Nevada, the MPA, NRS Chapter 233B, and any other statutory rights that may be available to her  
27 or that may apply to her in connection with the proceeding on the formal Complaint filed herein.

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1           **4.     Consent to Entry of Order.** Respondent concedes only that the Board has  
2 sufficient evidence to proceed with its formal Complaint against her, but does not concede or  
3 admit to such allegations, which she expressly denies, and which, but for her desire to reach this  
4 compromise, she would contest at the formal hearing of this matter. Accordingly, in order to  
5 resolve the matter without incurring further costs and expense of providing a defense to the formal  
6 Complaint or to any other further amended Complaint, or to the formal Complaint in  
7 Case No. 12-28540-1, and to any open investigative complaints as described below, and in  
8 exchange for the waiver of the Respondent's foregoing rights, Respondent has entered into this  
9 Agreement<sup>1</sup>, and agrees that:

10           a.       Based upon the Respondent's plea of no contest to the allegations, the  
11 Board may find that Respondent engaged in conduct that is grounds for discipline pursuant to the  
12 MPA, to wit: malpractice, defined by NAC 630.040 as the failure of a physician assistant, in  
13 treating a patient, to use the reasonable care, skill, or knowledge ordinarily used under similar  
14 circumstances, a violation of NAC 630.380(1)(f), as set forth in Counts I and II of the formal  
15 Complaint;

16           b.       Based upon the Respondent's plea of no contest to the allegations, the  
17 Board may find that Respondent engaged in conduct that is grounds for discipline pursuant to the  
18 MPA, to wit: the failure to maintain timely, legible, accurate and complete medical records  
19 relating to the diagnosis, treatment and care of a patient, a violation of NRS 630.3062(1), as set  
20 forth in Count IV;

21           c.       Count III of the this Complaint shall be dismissed with prejudice;

22           d.       The Board shall order that Respondent shall be placed on probation for a  
23 period of twenty-four (24) months, subject to all of the Agreement terms and conditions contained  
24 herein beginning upon the date of acceptance by the Board;

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

1 e. Respondent shall, during the entire length of probation, maintain current  
2 Drug Enforcement Agency registration for controlled substances. Respondent shall provide written  
3 proof of this registration annually to the Board on or before December 6, 2014 and December 6,  
4 2015;

5 f. Respondent shall, during the entire length of probation, maintain current  
6 Nevada State Board of Pharmacy registration. Respondent shall provide written proof of this  
7 annually to the Board during the term of probation on or before December 6, 2014 and December 6,  
8 2015;

9 g. Respondent shall immediately notify the Board, in writing, of any  
10 Nevada State Board of Pharmacy discipline imposed, or any discipline imposed by any other  
11 medically related Board, i.e. another state medical Board, and shall remain fully compliant with each;

12 h. Respondent shall remain in compliance with all state and federal laws  
13 pertaining to the practice of medicine and the prescribing, administering or dispensing of any  
14 dangerous drugs or controlled substances;

15 i. Respondent shall remain in compliance with any other Board settlement  
16 agreement she has entered into or will enter into during the course of probation;

17 j. Respondent shall receive a public reprimand which will be limited to  
18 Respondent's no contest plea to the failure of a physician assistant, in treating a patient, to use the  
19 reasonable care, skill or knowledge ordinarily used under similar circumstances, a violation of  
20 NAC 630.380(1)(f), as set forth in Counts I and II of the formal Complaint, and the failure to  
21 maintain timely, legible, accurate and complete medical records relating to the diagnosis,  
22 treatment and care of a patient, a violation of NRS 630.3062(1), as set forth in Count IV;

23 k. Pursuant to NRS 622.400 and negotiations of the parties, Respondent shall  
24 reimburse the Board the sum of \$15,000.00, the negotiated amount of the fees and costs incurred  
25 by the Board to investigate and prosecute this matter and all underlying matters. The fees and  
26 costs shall be paid to the Board within eighteen (18) months of the Board's acceptance and  
27 approval of this Agreement;

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1           l.       Respondent shall complete twenty (20) hours of  
2 Continuing Medical Education (CME) related to diagnosis/treatment of hypothyroidism,  
3 hyperthyroidism, hormonal imbalances in men/women, uses of testosterone and/or medical ethics.  
4 The twenty (20) hours of CME shall be in addition to the CME requirements that are regularly  
5 imposed upon Respondent as a condition of licensure in the state of Nevada and shall be  
6 completed within one (1) year of the Board's acceptance and approval of this Agreement. It is  
7 understood by the parties that Respondent shall submit proof of prior attendance at and  
8 participation in CMEs to the Board's Compliance Officer for Board approval that can be used to  
9 satisfy this CME requirement. The Board shall not unreasonably withhold approval for the prior  
10 CMEs provided to it by Respondent;

11           m.       Respondent shall perform twenty (20) hours of community service in any  
12 medically related field within one (1) year of the Board's acceptance and approval of this  
13 Agreement;

14           n.       Case No. 12-28540-1 shall be dismissed in its entirety with prejudice;

15           o.       All Board open investigative complaints and/or open formal complaints as  
16 of the date of the Board's approval of this Settlement Agreement shall be fully and finally resolved  
17 by the terms and conditions contained herein, and be deemed closed with prejudice without any  
18 further action as of the date of this Agreement; and,

19           p.       The terms of this Agreement shall be reported as required by law.

20           **5.       Release From Liability.** In execution of this Agreement, the Respondent, for  
21 herself, her executors, successors and assigns, hereby releases and forever discharges  
22 the state of Nevada, the Board, the Nevada Attorney General, and each of their members, agents  
23 and employees in their representative capacities, and in their individual capacities, from any and  
24 all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands  
25 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have  
26 or claim to have, against any or all of the persons or entities named in this paragraph arising out of  
27 or by reason of this investigation, this Agreement or its administration.  
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1           **6.     Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
2 recommend approval and adoption of the terms, covenants and conditions contained herein by the  
3 Board in resolution of the formal Complaint pending herein against Respondent. In the course of  
4 seeking Board approval, adoption and/or acceptance of this Agreement, counsel for the IC may  
5 communicate directly with the Board staff and members of the panel of the Board who would  
6 adjudicate this case if it were to go to hearing.

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

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

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

1 in the disciplinary proceeding in any role, including adjudication of the case. Respondent further  
2 agrees that she shall not seek to disqualify any such member absent evidence of bad faith.

3       **9. Binding Effect.** If this Agreement is approved by the Board, Respondent  
4 covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent  
5 and the Board's IC which contract may be enforced in a court or tribunal having jurisdiction.  
6 Further, this Settlement Agreement and Order shall inure to the benefit of and be binding upon  
7 each of the parties hereto and their respective heirs, personal representatives, assigns and  
8 successors in interest and shall resolve any and all open Board investigations or open formal Board  
9 complaints as of the date of the Board's approval of this Agreement .

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

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

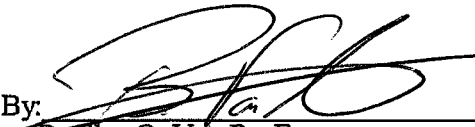
18       **12. Failure to Comply With Terms.** In the event the Board enters its order  
19 approving, accepting and adopting this Agreement, should Respondent fail to comply with any  
20 term or condition recited herein, the Board shall be authorized to immediately suspend  
21 Respondent's license to practice medicine in the state of Nevada pending an order to show cause  
22 hearing, which will be duly noticed and scheduled. Further, the Board may then have grounds,  
23 after notice and a hearing, to take disciplinary action against Respondent, including but not limited  
24 to, potential revocation of Respondent's license to practice medicine in the state of Nevada and/or  
25 any other discipline authorized by the MPA. In addition, Respondent shall be subject to the  
26 discipline outlined herein for a violation of an order of the Board in accordance with  
27 NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the Board for monies

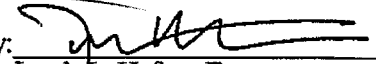
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1 agreed to be paid as a condition of settlement may subject Respondent to civil collection efforts.

2 Dated this 22<sup>nd</sup> day of November, 2013. Dated this 22 day of NOV., 2013.

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5 By:   
6 Bradley O. Van Ry, Esq.  
7 Attorney for the Investigative Committee

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9 By:   
10 Jacob L. Hafter, Esq.  
11 Attorney for Respondent

12 UNDERSTOOD AND AGREED:

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Angela Lorenzo, P.A.-C, Respondent

1 agreed to be paid as a condition of settlement may subject Respondent to civil collection efforts.

2 Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

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5 By: \_\_\_\_\_  
Bradley O. Van Ry, Esq.  
6 Attorney for the Investigative Committee

By: \_\_\_\_\_  
Jacob L. Hafter, Esq.  
Attorney for Respondent

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UNDERSTOOD AND AGREED:

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\_\_\_\_\_  
Angela Lorenzo, P.A.-C, Respondent

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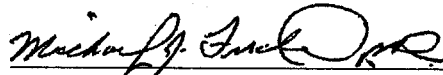
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1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the  
2 Nevada State Board of Medical Examiners on the 6<sup>th</sup> day of December 2013, with the final total amount  
3 of costs due of \$15,000.00.

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5 Michael V. Fischer, M.D., President

6 NEVADA STATE BOARD OF MEDICAL EXAMINERS

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