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

* * * * *

**In the Matter of Charges and
Complaint Against
DEANNE LONG M.D.,
Respondent.**

Case No.: 15-40633-1

FILED

JUN - 7 2016

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: _____

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board) and Deanne Long, M.D. (Respondent), a licensed physician in Nevada, represented by Nathan A. Crane, Esq., of the law firm Snow Christensen & Martineau, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a physician licensed 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 since May 13, 2013 (License No. 14790).

2. On or about January 22, 2015, the Division of Occupational and Professional Licensing of the Department of Commerce of the state of Utah (Utah Medical Board) entered into

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 a Stipulation and Order (Stipulation) with Respondent. Pursuant to the terms of the Stipulation,
2 Respondent's license to practice medicine in Utah was revoked, with said revocation stayed and
3 Respondent placed on probation for a period of five (5) years subject to various terms and
4 conditions.

5 3. Pursuant to NRS 630.301(3), the Board may initiate disciplinary action against a
6 licensee when it finds another state has taken disciplinary action, including, without limitation, the
7 revocation of a license to practice medicine, against the licensee.

8 4. On or about October 27, 2015, the Board filed its Formal Complaint (Case No. 15-
9 40633-1) (Complaint) based upon Utah's Medical Board disciplinary action - the revocation of
10 Respondent's license.

11 5. By reason of the foregoing, Respondent is subject to discipline by the Board as
12 provided in NRS 630.352.

13 6. Respondent was properly served with a copy of the Complaint, understood the
14 Complaint, and had the opportunity to consult with competent counsel concerning the nature and
15 significance of the Complaint.

16 7. Respondent is hereby advised of her rights regarding this administrative matter, and of
17 her opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
18 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
19 Constitution, the Medical Practice Act, and the Nevada Administrative Procedure Act (APA), which is
20 contained in NRS Chapter 233B. These rights include the right to a formal hearing on the allegations
21 in the Complaint, the right to representation by counsel, at her own expense, in the preparation and
22 presentation of her defense, the right to confront and cross-examine the witnesses and evidence against
23 her, the right to written findings of fact, conclusions of law and order reflecting the final decision of
24 the Board, and the right to judicial review of the Board's order, if the decision is adverse to her.

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

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

10 **B. Terms & Conditions**

11 **NOW, THEREFORE**, in order to resolve the matters addressed herein (i.e., the matters
12 with regards to the Complaint), Respondent and the IC hereby agree to the following terms and
13 conditions:

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

17 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement**.
18 Respondent understands that she may retain and consult counsel prior to entering into this
19 Agreement at her own expense. Respondent acknowledges that she is represented by counsel,
20 Nathan A. Crane, Esq., of the law firm Snow Christensen & Martineau, and wishes to resolve the
21 matters addressed herein with counsel. Respondent agrees that if representation by counsel in this
22 matter materially changes prior to entering into this Agreement and for the duration of this
23 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
24 agrees that she knowingly, willingly and intelligently enters into this Agreement after full
25 consultation with and upon the advice of her counsel.

26 3. **Waiver of Rights**. In connection with this Agreement, and the associated terms
27 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
28 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives

1 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
2 Practice Act, the APA and any other legal rights that may be available to her or that may apply to
3 her in connection with the administrative proceedings resulting from the Complaint filed in this
4 matter, including defense of the Complaint, adjudication of the allegations set forth in the
5 Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
6 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
7 Agreement, without a hearing or any further proceedings, and without the right to judicial review.

8 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges
9 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
10 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent
11 is not admitting that the Board's claims/counts as alleged in the Complaint have merit and
12 Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
13 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, she has
14 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
15 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
16 waives the presentation of evidence, witnesses, expert witnesses and defenses in order to
17 effectuate this Agreement.

18 **5. Consent to Entry of Order.** In order to resolve the Complaint pending against Respondent
19 without incurring any further costs or the expense associated with a hearing, Respondent hereby
20 agrees that the Board may issue an order finding that Respondent engaged in conduct that is
21 grounds for discipline pursuant to the Medical Practice Act, to wit: one count of disciplinary
22 action taken by another state, a violation of
23 NRS 630.301(3), as outlined in the Complaint. Accordingly, the following terms and conditions
24 are hereby agreed upon:

25 A. Respondent agrees to allow her license to practice medicine in the state of Nevada
26 to be revoked - the revocation to be immediately stayed. Respondent's controlled
27 substance license shall be immediately suspended and remain suspended until the Board
28 determines that Respondent can safely administer and prescribe controlled substances.

1 Respondent's licenses shall be the subject to a term of probation for a period of forty-six
2 (46) months from the date of the Board's acceptance, adoption and approval of this
3 Agreement (probationary period). The following terms and conditions shall apply during
4 Respondent's probationary period if and when Respondent intends to practice medicine in
5 Nevada, where she has not practiced since being licensed, and Respondent does not intend
6 to practice medicine in Nevada during this probationary period:

7 1. During the probationary period, the Respondent successfully completed all
8 recommendations made during a substance abuse evaluation conducted by the
9 University of Florida during her intensive residential patient drug treatment
10 program.

11 2. During the probationary period, Respondent agrees to abstain from the
12 personal use or possession of alcohol, although the use and possession of alcohol is
13 generally legal for persons age 21 and older; Respondent agrees to abstain from the
14 personal use or possession of controlled substances and prescription drugs, unless
15 such controlled substance or prescription is lawfully prescribed to Respondent for
16 a current bona fide illness or condition by a licensed practitioner's instructions;
17 Respondent shall abstain from the use of any and all other mood altering
18 substances or use of mood altering substances for any other purpose that the
19 purpose for which the substance is intended.

20 3. During the probationary period, Respondent shall complete all terms and
21 conditions of any criminal sanctions, incurred before or during the period of this
22 agreement, including probation or parole.

23 4. During the probationary period, Respondent, unless otherwise approved by
24 the Board, shall except as provided otherwise herein, receive prescriptions from
25 only one prescribing practitioner, and Respondent shall fill prescriptions at only
26 one pharmacy.

27 5. During the probationary period and if Respondent practices within the State
28 of Nevada, Respondent shall submit to the Board within forty-eight (48) hours of

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being issued prescriptions from an emergency practitioner or referral practitioner. Respondent shall report to the Board within forty-eight (48) hours any and all prescription medication and controlled substances administered or dispensed to Respondent by any other individual.

6. During the probationary period and if Respondent is practicing within the State of Nevada, Respondent shall report to the Board within forty-eight (48) hours any and all prescription medication and controlled substances ingested by Respondent from any source.

7. During the probationary period and if Respondent is practicing within the State of Nevada, Respondent shall provide to the primary prescribing practitioner a copy of this Settlement Agreement and cause the practitioner to acknowledge to the Board in writing that a copy of this Settlement Agreement has been provided to the aforementioned practitioner.

8. During the probationary period and if Respondent is practicing within the State of Nevada, Respondent shall provide samples (urine, blood, saliva, hair, or any other type of sampled requested) for alcohol and drug analysis (drug testing) upon request by the Board, to be conducted by any company with which the Board has contracted to conduct drug testing.

9. If Respondent obtains a medical license coupled with the authority to prescribe Class II - IV medications in another jurisdiction, the Board will not object to Respondent prescribing Class II - IV medications in the jurisdiction in which Respondent obtained a medical license coupled with the authority to prescribe Class II – IV medications.

10. During the probationary period, and if Respondent is practicing within the State of Nevada, Respondent agrees the Board shall have unfettered access to Respondent’s medical records and agrees they may be inspected randomly and without prior notice by investigators of the Board during the probationary period,

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to ensure that Respondent’s subsequent practice and record-keeping protocols are consistent with Nevada statutes and regulations.

11. During the probationary period, and if Respondent is practicing within the State of Nevada, Respondent will be responsible for the costs involved in the ongoing administrative oversight relative to the probationary period and shall reimburse the Board within 30 days of a written request for reimbursement of the same.

12. During the probationary period, Respondent shall not engage, in any manner, in the practice of pain management.

13. During the probationary period, Respondent shall not be employed in any manner with a pain management clinic/practice.

14. During the probationary period, Respondent shall not have any business interest/ownership in any pain management clinic/practice.

15. During the probationary period, Respondent shall not work at any location where pain management is practiced.

16. During the probationary period, Respondent shall not supervise any physician assistants.

17. During the probationary period, Respondent shall provide the Board with the physical address of each location of employment. If an address of employment changes, Respondent shall notify the Board in writing of the new physical address within five business days of the change.

18. During the probationary period, Respondent shall comply with all laws related to the practice of allopathic medicine, whether state or federal, whether statutory or regulatory, and whether contained in NRS and NAC Chapters 629, 630, 453, 454, 585 or 639.

19. During the probationary period, Respondent, and if Respondent is practicing within the State of Nevada, shall only practice under the supervision of a Board pre-approved physician supervisor, who is licensed and in good standing

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with the Board, during the term on Respondent’s probation. Supervision goals shall include concurrent management, oversight of clinical services, sobriety, boundaries, ethics, and professional relationships, and practices.

20. Respondent shall allow Board investigators to enter each Nevada based location where Respondent is practicing medicine at any time during each practice location’s normal operating hours, including any room or area therein, to inspect the practice and review any or all of her patient and practice records.

21. During the probationary period, Respondent, and if Respondent is practicing within the State of Nevada, if it is determined by the evaluator, shall participate in a professional support group to address Respondent’s use of alcohol and/or controlled substances and shall submit documentation that reflects Respondent’s continuing and regular attendance at such support group meetings.

22. During the probationary period, Respondent, and if Respondent is practicing within the State of Nevada, if it is determined by the evaluator, shall attend a 12-step program, have a sponsor, work the 12-step program at least two (2) times per month and submit reports to the Board.

23. During the probationary period, Respondent, if she intends to practice medicine in Nevada, shall submit a practice plan to the Board within 90 days prior of beginning to practice in Nevada.

B. Respondent may petition the Board before the probationary period has expired to request that the terms of this Agreement be modified or that the probationary period be terminated before the 48-month probationary period referenced above expires.

C. Respondent will pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matters within thirty (30) days of the Board’s acceptance, adoption and approval of this Agreement, the current amounts being \$1,104.23 for the Complaint, not including any costs that may be necessary to finalize this Agreement.

D. Respondent shall be issued a public Letter of Reprimand.

1 E. Respondent has completed six (6) hours of continuing medical education (CME)
2 related to substance abuse in the medical profession within twelve (12) months from the date
3 of the Board's acceptance, adoption and approval of this Agreement. The aforementioned
4 hours of CME shall be in addition to any CME requirements that are regularly imposed
5 upon Respondent as a condition of licensure in the state of Nevada and shall be approved
6 by the Board prior to their completion.

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

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

21 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
22 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
23 resolution of the Complaint. In the course of seeking Board acceptance, approval and adoption of
24 this Agreement, counsel for the IC may communicate directly with the Board staff and the
25 adjudicating members of the Board.

26 Respondent acknowledges that such contacts and communications may be made or
27 conducted ex parte, without notice or opportunity to be heard on her part until the public Board
28 meeting where this Agreement is discussed, and that such contacts and communications may

1 include, but not be limited to, matters concerning this Agreement, the Complaint and any and all
2 information of every nature whatsoever related to this matter. The IC and its counsel agree that
3 Respondent may appear at the Board meeting where this Agreement is discussed and, if requested,
4 respond to any questions that may be addressed to the IC or the IC's counsel.

5 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
6 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
7 an order of the Board.

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

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

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

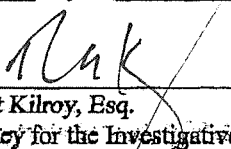
23 **12. Attorneys' Fees and Costs.** The parties agree that in the event an action is
24 commenced in district court to enforce any provision of this Agreement, the prevailing party shall
25 be entitled to recover reasonable attorneys' fees and costs.

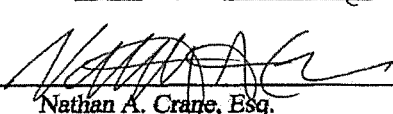
26 **13. Failure to Comply with Terms.** Should Respondent fail to comply with any term
27 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
28 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice

1 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.
2 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
3 expenses, or fees owed to the Board, is a failure to comply with an order of the Board, which may
4 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
5 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
6 condition of this Agreement may subject Respondent to civil collection efforts.

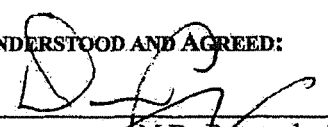
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8 Dated this 31 day of March, 2016.

Dated this 30th day of March, 2016.

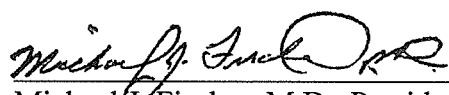
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10 By: 
11 Robert Kilroy, Esq.
Attorney for the Investigative Committee

By: 
Nathan A. Crane, Esq.
Attorney for Respondent

12 UNDERSTOOD AND AGREED:

13 
14 DEANNE LONG, M.D., Respondent
15 Dated this 29 day of March, 2016.

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 third day of June 2016, with the final total amount of
3 costs due of \$1,104.23.

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6 Michael J. Fischer, M.D., President
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS
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