

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

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6   **In the Matter of Charges and**  
7   **Complaint Against**  
8   **MARIA CORAZON OROZCO REGALADO, M.D.,**  
9   **Respondent.**

Case No. 15-12597-1

**FILED**

JUN - 7 2016

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

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11                                   **SETTLEMENT AGREEMENT**

12                                   The Investigative Committee (IC) of the Nevada State Board of Medical Examiners  
13 (Board) and Maria Corazon Orozco Regalado, M.D. (Respondent), a licensed physician in Nevada,  
14 represented Pro-Se, hereby enter into this Settlement Agreement (Agreement) based on the  
15 following:<sup>1</sup>

16   **A. Background**

17                                   1.       Respondent is a physician licensed by the Board, pursuant to Chapter 630 of the  
18 Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC)  
19 (collectively, the Medical Practice Act), to practice medicine in Nevada since April 27, 1999 (License  
20 No. 8966).

21                                   2.       On October 27, 2015, in Case No. 15-12597-1, the IC filed a formal Complaint  
22 (Complaint), charging Respondent with a violation of the Medical Practice Act. Specifically, this  
23 Complaint alleges one (1) count, a violation of NRS 630.304(4), when Respondent signed blank  
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25                                   \_\_\_\_\_  
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, 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 prescription forms to be used by Respondent's APRNs while on emergency leave in the country of the  
2 Philippines. By reason of the foregoing, Respondent is subject to discipline by the Board as provided  
3 in NRS 630.352.

4 3. Respondent was properly served with a copy of Complaint, has reviewed and  
5 understands this Complaint, and has had the opportunity to consult with competent counsel  
6 concerning the nature and significance of this Complaint.

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

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

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

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1 **B. Terms & Conditions**

2 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters  
3 with regards to the Complaint, Respondent and the IC hereby agree to the following terms and  
4 conditions:

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

8 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**  
9 Respondent understands that she may retain and consult counsel prior to entering into this  
10 Agreement at her own expense. Respondent acknowledges she is not represented by counsel,  
11 and wishes to resolve the matters addressed herein without counsel. Respondent agrees that if  
12 representation by counsel in this matter materially changes prior to entering into this Agreement  
13 and for the duration of this Agreement, that counsel for the IC will be timely notified of the  
14 material change. Respondent agrees that she knowingly, willingly and intelligently enters into this  
15 Agreement after deciding not to have a full consultation with and upon the advice of legal counsel.

16 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms  
17 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection  
18 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives  
19 all rights arising under the United States Constitution, the Nevada Constitution, the Medical  
20 Practice Act, the APA and any other legal rights that may be available to her or that may apply to  
21 her in connection with the administrative proceedings resulting from the Complaint filed in this  
22 matter, including defense of the Complaint, adjudication of the allegations set forth in the  
23 Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.  
24 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this  
25 Agreement, without a hearing or any further proceedings and without the right to judicial review.

26 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges  
27 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is  
28 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent

1 is admitting that the Board's claims/counts as alleged in the Complaint have merit and Respondent  
2 is agreeing to resolve this matter to avoid the costs of hearing and potential subsequent litigation.  
3 Respondent asserts if this matter were to proceed to hearing, she has evidence, witnesses, expert  
4 witness(es) and defenses to the counts/claims alleged in Complaint, but for the purposes of  
5 resolving the matter and for no other purpose, Respondent waives the presentation of evidence,  
6 witnesses, expert witnesses, and defenses in order to effectuate this Agreement.

7       **5. Consent to Entry of Order.** In order to resolve this Complaint pending against  
8 Respondent without incurring any further costs or the expense associated with a hearing, Respondent  
9 hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that  
10 is grounds for discipline pursuant to the Medical Practice Act, to wit: one count of disciplinary  
11 action taken by the IC, a violation of NRS 630.304(4), as outlined in the Complaint. Accordingly,  
12 the following terms and conditions are hereby agreed upon:

13       A. Respondent admits to the allegation of one (1) violation of NRS 630.304(4) when  
14 she left pre-signed prescription forms for her APRNs to use while Respondent was on  
15 emergency leave from April 28, 2014 through May 23, 2014.

16       B. Respondent will pay the costs and expenses incurred in the investigation and  
17 prosecution of the above-referenced matter within the thirty (30) days of the Board's  
18 acceptance, adoption and approval of this Agreement, the current amount being \$2,527.66  
19 for the Complaint, not including any costs that may be necessary to finalize this  
20 Agreement.

21       C. Respondent shall be issued a public Letter of Reprimand.

22       D. Respondent shall take six (6) hours of continuing medical education (CME) related  
23 to writing prescriptions within twelve (12) months from the date of the Board's acceptance,  
24 adoption and approval of this Agreement. The aforementioned hours of CME shall be in  
25 addition to any CME requirements that are regularly imposed upon Respondent as a  
26 condition of licensure in the state of Nevada and shall be approved by the Board prior to  
27 their completion.

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

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

15 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
16 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
17 resolution of this Complaint. In the course of seeking Board acceptance, approval, and adoption  
18 of this Agreement, counsel for the IC may communicate directly with the Board staff and the  
19 adjudicating members of the Board.

20 Respondent acknowledges that such contacts and communications may be made or  
21 conducted ex parte, without notice or opportunity to be heard on her part until the public Board  
22 meeting where this Agreement is discussed, and that such contacts and communications may  
23 include, but not be limited to, matters concerning this Agreement, the Complaint and any and all  
24 information of every nature whatsoever related to this matter. The IC and its counsel agree that  
25 Respondent may appear at the Board meeting where this Agreement is discussed and, if requested,  
26 respond to any questions that may be addressed to the IC or the IC's counsel.

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

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

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


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

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


22           **13.      Failure to Comply with Terms.** Should Respondent fail to comply with any term  
23 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
24 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
25 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.  
26 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
27 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
28 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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

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4 Dated this 24<sup>th</sup> day of February, 2016.

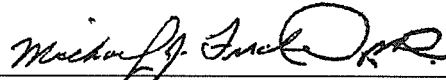
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6 By:   
7 Robert Kilroy, Esq.  
Attorney for the Investigative Committee

8  
9 **UNDERSTOOD AND AGREED:**

10   
11 MARIA CORAZON OROZCO REGALADO, M.D.,  
Respondent  
12 Dated this 24<sup>th</sup> day of February, 2016.

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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 third day of June 2016, with the final total amount of  
3 costs due of \$2,527.66.

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Michael J. Fischer, M.D., President

6 NEVADA STATE BOARD OF MEDICAL EXAMINERS

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