

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
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**BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA**

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**In the Matter of Charges and
Complaint Against
Jorge Hernan Perez-Cardona, M.D.,
Respondent.**

Case No. 17-25257-1

FILED

APR 16 2018

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**

By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Robert Kilroy, Esq., General Counsel for the Board and attorney for the IC, and Jorge Hernan Perez-Cardona, M.D. (Respondent), a licensed Physician in Nevada, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a medical doctor currently licensed in active status 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 March 13, 2002 (License No. 10108).

2. On February 15, 2018, in Case No. 17-25257-1, the IC filed a formal First Amended Complaint (First Amended Complaint), which supersedes the formal Complaint filed on October 23, 2017. The First Amended Complaint charges Respondent with violating the Medical Practice Act. Specifically, this First Amended Complaint alleges two (2) violations of NRS 630.306(1)(r), failing to adequately supervise a medical assistant (Counts I and II, respectively).

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 3. By reason of the foregoing, Respondent is subject to discipline by the Board as
2 provided in NRS 630.352.

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

6 5. Respondent is hereby advised of his rights regarding this administrative matter, and of
7 his opportunity to defend against the allegations in the First Amended Complaint. Specifically,
8 Respondent has certain rights in this administrative matter as set out by the United States Constitution,
9 the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is
10 contained in NRS Chapter 241, 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 First Amended Complaint, the right to representation by counsel, at his own expense, in the
13 preparation and presentation of his defense, the right to confront and cross-examine the witnesses and
14 evidence against him, the right to written findings of fact, conclusions of law and order reflecting the
15 final decision of the Board, and the right to judicial review of the Board's order, if the decision is
16 adverse to him.

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

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

1 **B. Terms & Conditions**

2 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters
3 with regard 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 First Amended
6 Complaint has been, a physician licensed to practice medicine in Nevada subject to the
7 jurisdiction of the Board as set forth in the Medical Practice Act.

8 **2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
9 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters
10 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
11 matter materially changes prior to entering into this Agreement and for the duration of this
12 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
13 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
14 have a full consultation with and upon the advice of legal counsel.

15 **3. Waiver of Rights.** In connection with this Agreement, and the associated terms
16 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
17 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
18 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
19 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
20 may apply to him in connection with the administrative proceedings resulting from the First
21 Amended Complaint filed in this matter, including defense of the First Amended Complaint,
22 adjudication of the allegations set forth in the First Amended Complaint, and imposition of any
23 disciplinary actions or sanctions ordered by the Board. Respondent agrees to settle and resolve the
24 allegations of the First Amended Complaint as set out by this Agreement, without a hearing or any
25 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 not admitting that the Board's claims/counts as alleged in the First Amended Complaint have
2 merit. Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
3 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
4 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the First
5 Amended Complaint, but for the purposes of resolving the matter and for no other purpose,
6 Respondent waives the presentation of evidence, witnesses, expert witnesses, and defenses in
7 order to effectuate this Agreement.

8 **5. Consent to Entry of Order.** In order to resolve this First Amended Complaint
9 pending against Respondent, Respondent hereby agrees that the Board may issue an order finding
10 that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice
11 Act. Accordingly, the following terms and conditions are hereby agreed upon:

12 a. Respondent admits to Counts I and II, two (2) violations of NRS 630.306(1)(r) for
13 failure to adequately supervise a medical assistant.

14 b. Respondent will pay the costs and expenses incurred in the investigation and
15 prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
16 adoption and approval of this Agreement, the current amount being \$3,839.87, not including any
17 costs that may be necessary to finalize this Agreement.

18 c. Respondent will pay a fine of \$1,000.00 within sixty (60) days of the Board's
19 acceptance, adoption and approval of this Agreement.

20 d. Respondent shall take six (6) hours of continuing medical education (CME) related
21 to the proper sourcing of pharmaceuticals in compliance with federal and state law and/or the
22 proper supervision of medical assistants, within six (6) months from the date of the Board's
23 acceptance, adoption and approval of this Agreement. The aforementioned hours of CME shall be in
24 addition to any CME requirements that are regularly imposed upon Respondent as a condition of
25 licensure in the State of Nevada and shall be approved by the Board prior to their completion.

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

28 f. Respondent shall receive a Public Letter of Reprimand.

1 g. This Agreement encompasses the resolution of all issues before the Board,
2 including any allegations that Respondent may have failed to comply with reporting requirements.

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 case 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 First Amended Complaint. In the course of seeking Board acceptance, approval
18 and adoption of this Agreement, counsel for the IC may communicate directly with the Board staff
19 and the 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 his part until the public Board
22 meeting where this Agreement is discussed, and that such contacts and communications may
23 include, but may not be limited to, matters concerning this Agreement, the First Amended
24 Complaint and any and all information of every nature whatsoever related to this matter. The IC
25 and its counsel agree that Respondent may appear at the Board meeting where this Agreement is
26 discussed and, if requested, respond to any questions that may be addressed to the IC or the IC's
27 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, and, pending full compliance with the terms herein, the case shall be closed.

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 First Amended Complaint and from participating in disciplinary proceedings against
11 Respondent, including adjudication of this case; and (2) Respondent further agrees that he shall
12 not seek to disqualify 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 agree 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).

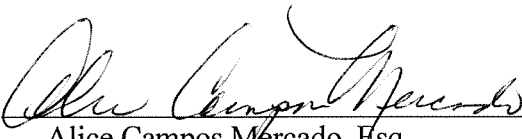
1 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
2 condition of this Agreement may subject Respondent to civil collection efforts.

3 Dated this 15 day of February, 2018.

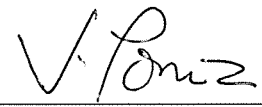
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6 By: _____
7 Robert Kilroy, Esq., General Counsel
8 Aaron Bart Fricke, Esq., Deputy General Counsel
9 Attorneys for the Investigative Committee

10 Dated this 15th day of February, 2018.

11 LEMONS GRUNDY & EISENBERG

12
13 By: 
14 Alice Campos Mercado, Esq.
15 Attorneys for Respondent

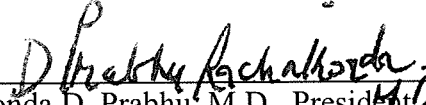
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17 Dated this 15 day of February, 2018.

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21 Jorge Hernan Perez-Cardona, M.D., Respondent
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IT IS HEREBY ORDERED that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 13th day of April, 2018, with the final total amount of costs due of \$3,839.87.



Rachakonda D. Prabhu, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS