

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

3 * * * * *

4
5 **In the Matter of Charges and Complaints**

Case Nos. 20-34134-1 & 20-34134-2

6 **Against:**

7 **ANNE O'NEILL, M.D.,**

8 **Respondent.**

FILED

DEC - 4 2020

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**

By: 

10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Donald K. White, Esq., Deputy General Counsel for the Board and
13 attorney for the IC, and Anne O'Neill, M.D. (Respondent), a licensed physician in Nevada, by and
14 through her counsel, LeAnn Sanders, Esq., of the law firm of Alverson Taylor & Sanders, hereby
15 enter into this Settlement Agreement (Agreement) based on the following:¹

16 **A. Background**

17 1. Respondent is a medical doctor currently licensed in active status by the Board,
18 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
19 Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada
20 since September 22, 2008 (License No. 12894).

21 2. On June 5, 2020, in Case No. 20-34134-1, and on 11/23/2020, in Case No. 20-34134-2,
22 the IC filed formal Complaints (Complaints) charging Respondent with violating the Medical Practice
23 Act. Specifically, the Complaint in Case No. 20-34134-1 alleges one (1) violation of
24 NRS 630.301(4), Malpractice (Count I); and one (1) violation of NRS 630.3062(1)(a), Failure to
25 Maintain Proper Medical Records (Count II). The Complaint in Case No. 20-34134-2 alleges one
26

27 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any
28 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 (1) violaton of NRS 630.301(4), Malpractice (Count I); and one (1) violation of
2 NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Count II).

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

5 4. Respondent was properly served with copies of the Complaints, has reviewed and
6 understands the Complaints, and has had the opportunity to consult with competent counsel
7 concerning the nature and significance of the Complaints.

8 5. Respondent is hereby advised of her rights regarding this administrative matter, and of
9 her opportunity to defend against the allegations in the Complaints. Specifically, Respondent has
10 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
11 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in
12 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA) applicable to certain
13 regulatory bodies, which is contained in NRS Chapters 233B and 622A. These rights include the right
14 to a formal hearing on the allegations in the Complaints, the right to representation by counsel, at her
15 own expense, in the preparation and presentation of her defense, the right to confront and cross-
16 examine the witnesses and evidence against her, the right to written findings of fact, conclusions of
17 law and order reflecting the final decision of the Board, and the right to judicial review of the Board's
18 order, if the decision is adverse to her.

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

24 7. Respondent understands and agrees that this Agreement, by and between
25 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
26 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
27 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
28 Board has the right to decide in its own discretion whether or not to approve this Agreement.

1 Respondent further understands and agrees that if the Board approves this Agreement, then the
2 terms and conditions enumerated below shall be binding and enforceable upon her and the Board.

3 **B. Terms & Conditions**

4 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters
5 with regard to the Complaints, Respondent and the IC hereby agree to the following terms and
6 conditions:

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

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

11 Respondent acknowledges she is represented by counsel, and wishes to resolve the matters
12 addressed herein with counsel. Respondent agrees that if representation by counsel in this matter
13 materially changes prior to entering into this Agreement and for the duration of this Agreement,
14 that counsel for the IC will be timely notified of the material change. Respondent agrees that she
15 knowingly, willingly and intelligently enters into this Agreement after full consultation with and
16 the assistance of legal counsel.

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

27 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges
28 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is

1 grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges Respondent is
2 not admitting that the IC's claims/counts as alleged in the Complaints have merit. Respondent is
3 agreeing to resolve this matter to avoid the costs of a hearing and potential subsequent litigation.
4 Respondent asserts if this matter were to proceed to hearing, she has evidence, witnesses, expert
5 witness(es) and defenses to the counts/claims alleged in the Complaints, but for the purposes of
6 resolving the matter and for no other purpose, Respondent waives the presentation of evidence,
7 witnesses, expert witnesses, and defenses in order to effectuate this Agreement.

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

12 a. Respondent admits to Counts I, Malpractice, in each case (a violation of
13 NRS 630.301(4)), of the respective Complaints.

14 b. Respondent agrees to refrain from performing breast reconstruction
15 surgeries in Nevada, including but not limited to, TRAM flap, DIEP flap, SIEA flap, latissimus
16 dorsi flap, tissue expansion procedures, breast implants, nipple and areola reconstruction,
17 autologous fat grafting procedures, revision procedures on existing breast implants, breast
18 augmentations, breast lift with implants, any revision aesthetic breast surgery, or any other breast
19 reconstruction procedures in Nevada until further order of the Board.

20 c. Respondent will pay the costs and expenses incurred in the investigation
21 and prosecution of these matters within sixty (60) days of the Board's acceptance, adoption and
22 approval of this Agreement, the current amount being nine thousand nine hundred sixteen dollars
23 and thirty one cents (\$9,916.31), not including any costs that may be necessary to finalize this
24 Agreement.

25 d. Respondent shall pay a fine in the amount of one thousand dollars
26 (\$1,000.00) each for Count I in Case No. 20-34134-1, and for Count I in Case No. 20-34134-2, for
27 a total of two thousand dollars (\$2,000.00) within sixty (60) days of the Board's acceptance,
28 adoption and approval of this Agreement.

1 e. Respondent shall take ten (10) hours of continuing medical education
2 (CME) related to maintaining proper medical records, within six (6) months from the date of the
3 Board's acceptance, adoption and approval of this Agreement. The aforementioned ten (10) hours
4 of CME shall be in addition to any CME requirements that are regularly imposed upon Respondent
5 as a condition of licensure in the State of Nevada and shall be approved by the Board prior to their
6 completion.

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

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

10 h. Counts II in each respective case shall be dismissed with prejudice, and this
11 Agreement shall encompass the resolution of the formal disciplinary cases currently before the
12 Board.

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

25 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
26 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
27 resolution of these Complaints. In the course of seeking Board acceptance, approval and adoption

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1 of this Agreement, counsel for the IC may communicate directly with the Board staff and the
2 adjudicating members of the Board.

3 Respondent acknowledges that such contacts and communications may be made or
4 conducted ex parte, without notice or opportunity to be heard on her part until the public Board
5 meeting where this Agreement is discussed, and that such contacts and communications may
6 include, but may not be limited to, matters concerning this Agreement, the Complaints and any
7 and all information of every nature whatsoever related to this matter. The IC and its counsel agree
8 that Respondent may appear at the Board meeting where this Agreement is discussed and, if
9 requested, respond to any questions that may be addressed to the IC or the IC's counsel.

10 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
11 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
12 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed.

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

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

24 11. **Forum Selection Clause.** The parties agree that in the event either party is
25 required to seek enforcement of this Agreement in district court, the parties consent to such
26 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
27 State of Nevada, Washoe County.


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

4 13. **Failure to Comply With Terms**. Should Respondent fail to comply with any term
5 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
6 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
7 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.
8 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
9 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
10 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
11 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
12 condition of this Agreement may subject Respondent to civil collection efforts.


13 Dated this 24th day of November, 2020.
14 15th December

15 INVESTIGATIVE COMMITTEE OF THE NEVADA
16 STATE BOARD OF MEDICAL EXAMINERS

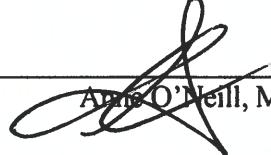
16 By: 
17 Donald K. White, Esq., Deputy General Counsel
18 Attorney for the Investigative Committee

19 Dated this 24th day of November, 2020.

20 ALVERSON TAYLOR & SANDERS

21 By: 
22 LeAnn Sanders, Esq.
23 Attorney for Respondent

24 Dated this 23 day of Nov, 2020.

25 By: 
26 Anna O'Neill, M.D., Respondent

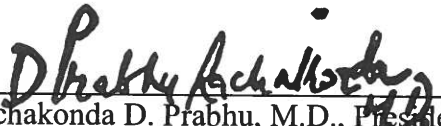
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ORDER

IT IS HEREBY ORDERED, that the foregoing Settlement Agreement (Case Nos. 20-34134-1 and 20-34134-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 4th day of December, 2020, with the final total amount of costs due of nine thousand nine hundred sixteen dollars and thirty-one cents (\$9,916.31).

DATED this 4th day of December, 2020.



Rachakonda D. Prabhu, M.D., President
Nevada State Board of Medical Examiners