

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559

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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
MARYANNE D. PHILLIPS, M.D.,
Respondent.**

Case No. 18-10032-1

FILED
JUN 10 2019
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 Donald K. White, Esq., Deputy General Counsel for the Board and attorney for the IC, and Maryanne D. Phillips, M.D. (Respondent), a licensed Physician in Nevada, assisted by her attorney, Kenneth E. Hogan, Esq., of the law firm of Hogan Hulet PLLC, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a medical doctor currently licensed (License No. 7635) in active status, with conditions, 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 December 21, 1995.

2. On February 9, 2018, in Case No. 18-10032-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges: Count I, violation of NRS 630.306(1)(b)(1) (Engaging in Conduct Intended to Deceive); Count II, violation of NRS 630.306(1)(p) (Engaging in Unsafe or Unprofessional

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.

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1 Conduct); Count III, violation of NRS 630.3062(2) (Altering Medical Records); Count IV,
2 violation of NRS 630.3062(2) (Altering Medical Records); Count V, violation of NRS 630.301(6)
3 (Disruptive Behavior That Interferes With Patient Care or Has an Adverse Impact on the Quality
4 of Patient Care); Count VI, violation of NRS 630.301(9) (Engaging in Conduct That Brings the
5 Medical Profession Into Disrepute); Count VII, violation of NRS 630.304(6) (Attempting by Way
6 of Intimidation, Coercion or Deception, to Obtain or Retain a Patient or to Discourage the Use of a
7 Second Opinion); Count VIII, violation of NRS 630.305(1)(a) (Receiving From Any Person
8 Compensation Which is Intended or Tends to Influence the Physician's Objective Evaluation or
9 Treatment of a Patient); Count IX, violation of NRS 630.3062(4) (Failure to Make the Medical
10 Records of a Patient Available for Inspection and Copying as Provided in NRS 629.061); and
11 Count X, violation of NRS 630.3065(2)(a) (Failure to Comply With Order of the Board or
12 Committee Designated by the Board to Investigate a Complaint).

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

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

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

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

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

13 **B. Terms & Conditions**

14 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters
15 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and
16 conditions:

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

20 **2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
21 Respondent acknowledges she is represented by counsel, and wishes to resolve the matters
22 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
23 matter materially changes prior to entering into this Agreement and for the duration of this
24 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
25 agrees that she knowingly, willingly and intelligently enters into this Agreement after deciding to
26 have a full consultation with and upon the advice of legal counsel.

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

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

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

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

22 A. Respondent admits to Count IV, violation of NRS 630.3062(2) (Altering Medical
23 Records); Count IX, violation of NRS 630.3062(4) (Failure to Make the Medical Records of a
24 Patient Available for Inspection and Copying as Provided in NRS 629.061); and Count X,
25 violation of NRS 630.3065(2)(a) (Failure to Comply With Order of the Board or Committee
26 Designated by the Board to Investigate a Complaint).

27 B. Respondent's license to practice medicine in the state of Nevada shall be revoked
28 for a period of one year, with the revocation to be immediately stayed.

1 C. Respondent's license shall be subject to a term of probation for a period of time not
2 to exceed thirty-six (36) months from the date of the Board's acceptance, adoption and approval
3 of this Agreement (Probationary Period). Respondent must complete the following terms and
4 conditions within the Probationary Period and demonstrate compliance to the good faith
5 satisfaction of the Board within thirty-six (36) months, including but not limited to, payment in
6 full of the Fifteen Thousand Dollars (\$15,000.00) stated as a condition below in C(2), and at that
7 time she may petition the Board to lift the probationary status of her license,. If Respondent fails
8 to demonstrate compliance with the terms and conditions of this Agreement within thirty-six (36)
9 months, or otherwise violates the terms of this Agreement or the Medical Practice Act, then the IC
10 shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada
11 pending an Order To Show Cause Hearing on immediate revocation of her license, which hearing
12 will be duly noticed. The following terms and conditions shall apply during Respondent's
13 probationary period:

- 14 (1) Respondent shall complete the University of San Diego, Physician Assessment and
15 Competency Evaluation Program (PACE), Competency Assessment, and, if
16 recommended by PACE, the Fitness For Duty (FFD) evaluation, all at Respondent's
17 expense, and pass all of the above to the satisfaction of the Board;
- 18 (2) Respondent will pay the costs and expenses incurred in the investigation and
19 prosecution of the above-referenced matter within thirty (30) months of the Board's
20 acceptance, adoption and approval of this Agreement, the current amount being Fifteen
21 Thousand Dollars (\$15,000.00), not including any costs that may be necessary to
22 finalize this Agreement. An initial payment of \$500.00 will be due within thirty (30)
23 calendar days of the Board's approval of this Agreement. Based on Respondent's
24 current financial circumstances, payment of \$500.00 per month will be due on the first
25 day of the month beginning on July 1, 2019, through December 1, 2021, and, if
26 necessary, the first day of each month thereafter until satisfied in full.
- 27 (3) Respondent shall take twenty two and one half (22.5) hours of continuing medical
28 education (CME) related to the University of Nevada, Reno School of Medicine

1 (UNRMED) Best Practices and Tools for Prescribing Controlled Substances within
2 twelve (12) months from the date of the Board's acceptance, adoption and approval of
3 this Agreement. The aforementioned hours of CME shall be in addition to any CME
4 requirements that are regularly imposed upon Respondent as a condition of licensure
5 in the state of Nevada and shall be approved by the Board to meet this requirement
6 prior to their completion and are at Respondent's expense.

7 (4) Respondent agrees to perform one hundred (100) hours of community service at a
8 nonprofit entity, having a medical nexus and without compensation, in a manner and
9 capacity mutually and reasonably agreed to by Respondent and the Board, and
10 approved by the Board in advance of its completion, within six months of the
11 acceptance, adoption and approval of this Agreement.

12 (5) During the probationary period, Respondent shall not supervise any Physician
13 Assistant, or collaborate with any Advanced Practice Registered Nurse.

14 (6) During the probationary period, Respondent shall submit to random and unannounced
15 medical records audits performed by an investigator with the Board.

16 (7) During the probationary period, Respondent shall successfully complete all
17 requirements and comply with all orders and conditions, past or future, of the Board,
18 specifically including but not limited to, the Board's Order issued on December 8,
19 2017, in its Cases Numbered 12-10032-1 and 14-10032-1.

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

22 E. Respondent shall receive a Public Letter of Reprimand.

23 F. The remaining counts of the Complaint shall be dismissed with prejudice.

24 **6. Release From Liability.** In execution of this Agreement, Respondent understands
25 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
26 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
27 are immune from civil liability for any decision or action taken in good faith in response to
28 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of

1 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
2 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
3 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
4 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
5 any or all of the persons, government agencies or entities named in this paragraph arising out of,
6 or by reason of, this investigation, this Agreement or the administration of the case referenced
7 herein.

8 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
9 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
10 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
11 this Agreement, counsel for the IC may communicate directly with the Board staff and the
12 adjudicating members of the Board.

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

20 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
21 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
22 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed
23 and the remaining counts of the Complaint shall be dismissed with prejudice.

24 **9. Effect of Rejection of Agreement by Board.** In the event the Board does not
25 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
26 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
27 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
28 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this

1 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
2 this Complaint and from participating in disciplinary proceedings against Respondent, including
3 adjudication of this case; and (2) Respondent further agrees that she shall not seek to disqualify
4 any such member absent evidence of bad faith.

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

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

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

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

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

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7 Dated this 1 day of April, 2019.

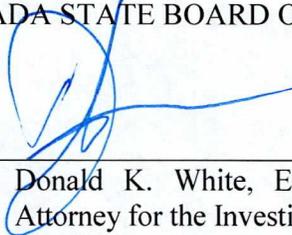
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INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

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

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Dated this _____ day of _____, 2019.

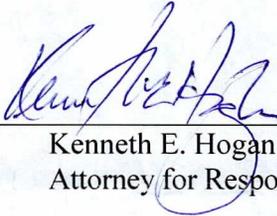
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Hogan Hulet PLLC

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By: 
Kenneth E. Hogan, Esq.,
Attorney for Respondent

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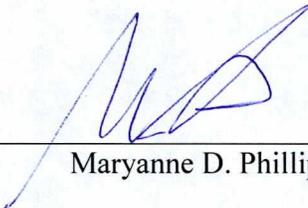
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Dated this _____ day of _____, 2019.

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Maryanne D. Phillips, 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 7th day of June, 2019, with the final total amount of costs due of \$15,000.00.



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