

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

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In the Matter of Charges and
 Complaint Against
 PATRICIA MORALES, M.D.,
 Respondent.

Case No. 19-9829-1

FILED

SEP - 6 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 Robert Kilroy, Esq., Board General Counsel and attorney for the IC, and Patricia Morales, M.D. (Respondent), a licensed physician in Nevada, represented by legal counsel, Edward J. Lemons, Esq., 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 September 19, 1987 (License No. 5570).

2. On February 26, 2019, in Case No. 19-9829-1, the IC filed a formal Complaint (Complaint) alleging that Respondent violated the Medical Practice Act. Specifically, this Complaint alleged one (1) violation of NRS 630.301(4) (malpractice) and one (1) violation of

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 NRS 630.3062(1)(a) (failure to maintain complete medical records). By reason of the foregoing,
2 Respondent is subject to discipline by the Board as provided in NRS 630.352.

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

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

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

20 6. Respondent understands and agrees that this Agreement, by and between
21 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
22 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
23 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
24 Board has the right to decide in its own discretion whether or not to approve this Agreement.
25 Respondent further understands and agrees that if the Board approves this Agreement, then the
26 terms and conditions enumerated below shall be binding and enforceable upon him 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 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 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 he may retain and consult counsel prior to entering into this
10 Agreement at her own expense. Respondent acknowledges she is represented by counsel,
11 and wishes to resolve the matters addressed herein with said 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 to have a full consultation with and upon the advice of said legal
16 counsel.

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

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

11 5. Consent to Entry of Order. In order to resolve this Complaint pending against
12 Respondent without incurring any further costs or the expense associated with a hearing, Respondent
13 hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that
14 is grounds for discipline pursuant to the Medical Practice Act. Accordingly, the following terms
15 and conditions are hereby agreed upon:

16 a. Respondent admits to Count II, one (1) allegation of violating NRS
17 630.3062(1)(a) (medical records); the IC dismisses Count I, the malpractice claim with prejudice.

18 b. Respondent will pay the costs and expenses incurred in the investigation
19 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
20 adoption and approval of this Agreement, the current amount being \$1,500.00, not including any
21 costs that may be necessary to finalize this Agreement.

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

24 d. Respondent shall receive a Public Letter of Reprimand.

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

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

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

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

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 he shall not seek to disqualify any
12 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.

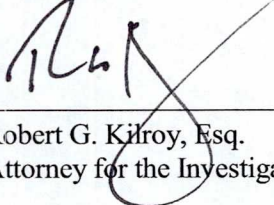
15 11. Forum Selection Clause. The parties agree that in the event either party is required
16 to seek enforcement of this Agreement in district court, the parties consent to such jurisdiction and
17 agree that exclusive jurisdiction shall be in the Second Judicial District Court, State of Nevada,
18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

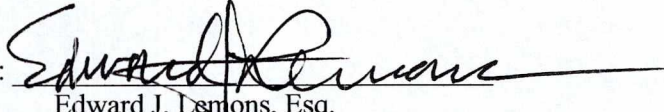
22 13. Failure to Comply With Terms. Should Respondent fail to comply with any term
23 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
24 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
25 medicine in Nevada pending 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.

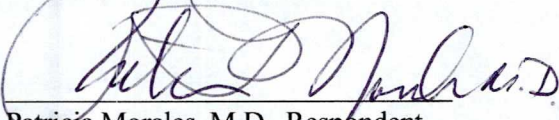
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4 Dated this 22nd day of March, 2019.

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

9 Dated this 22nd day of March, 2019

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11 By: 
12 Edward J. Lemons, Esq.
13 Attorney for the Respondent

14 **UNDERSTOOD AND AGREED:**

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16 Patricia Morales, M.D., Respondent

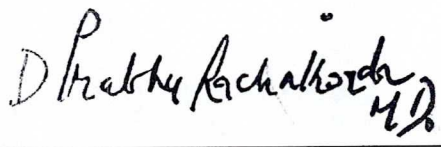
17 Dated this 22nd day of MARCH, 2019.

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OFFICE OF THE GENERAL COUNSEL
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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 6th day of September, 2019, with the final total amount of costs due of \$1,500.00.



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